CITY OF LABELLE

AGENDA

Regular Commission Meeting
Thursday, October 09, 2025, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

ADMINISTRATION:

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

Agenda

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Roll Call**
4. **Additions of Emergency Basis From Mayor, Deletions and Approval of Agenda Items**
5. **Presentations**
   - **A.** Hendry County Economic Development Council - Keitha Daniels, Director
   - **B.** United Way of Lee, Hendry, and Glades - Lisa Sands Assistant Director for Hendry, Glades, and LaBelle United Way Resiliency Hub
   - **C.** LaBelle Chamber of Commerce
   - **D.** Comprehensive Plan Preliminary Assessment - Alexis Crespo, Vice President of Planning RVi Planning
   - **E.** World Risk Management - Michele Jones and Paul Hebert
   - **F.** Public Risk Management - Robbie Chartier
6. **Consent Agenda Items for Consideration**

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

   - **A.** **Approval of September Check Register**
   - **B.** **Approval of September Minutes:**

     September 11, 2025 City Commission Meeting

     September 18, 2025 Special Final Budget City Commission Meeting
   - **C.** **Approval of Staff Reports:**

     -HCSO- Lt. Allen Hudson

     -Fire Department- Chief Brent Stevens

     -Building Department- Mark Lynch

     -Code Enforcement- Zane Mungillo
   - **D.** WWTP Emergency Purchase KB Pump and Electrical LLC
   - **E.** Interlocal Agreement between Hendry County Sheriff Office and City of LaBelle Fire Department
   - **F.** Proposal for Professional Engineering Services Zone B – 100% Redesign – City Standards and Roadway - Four Waters Engineering, Inc.
   - **G.** FY2025-2026 Budget Amendment No. 1
   - **H.** Protective Trust IT Services Agreement

I. RESOLUTION 2025-19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; HENDRY COUNTY, FLORIDA; ESTABLISHING REVISED DOCKAGE FEES FOR THE CITY DOCK; PROVIDING FOR FINDINGS, ESTABLISHING NEW FLAT-RATE FEES FOR SLIP RENTALS BASED ON ELECTRICAL SERVICE LEVEL; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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. Interlocal Agreement between Hendry County and the City of LaBelle for Animal Control Services for Unincorporated East Hendry County

B. Disaster Debris Removal and Disposal Services Piggyback

C. Temporary Use Application (1682) - Hari's Discount Liquor

D. Caloosa Humane Society Love Unleashed Gala

E. 9.11 Memorial Monument

8. Public Hearings and/or Ordinances

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

B. ORDINANCE 2025 - 07 (second reading) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 8.91+/-ACRE PROPERTY LOCATED AT THE NORTHEAST CORNER OF SOUTH CAPTAIN HENDRY DRIVE AND STATE ROAD 80, AMENDING THE ZONING DESIGNATION FROM BUSINESS (B-2) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

10. City Related Business by Commissioners

11. Adjournment

Upcoming Meetings:

November 8, 2025 Centennial Celebration

November 13, 2025 LPA & City Commission Meeting

December 11, 2025 LPA & City Commission Meeting

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

City of Labelle Office Closures:

November 27-28, 2025 Thanksgiving Day

Meeting Records Request

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

Notice of Commission Meetings and Agendas

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

Americans with Disabilities Act

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



UNITED WAY
Lee, Hendry, and Glades

Mission Statement

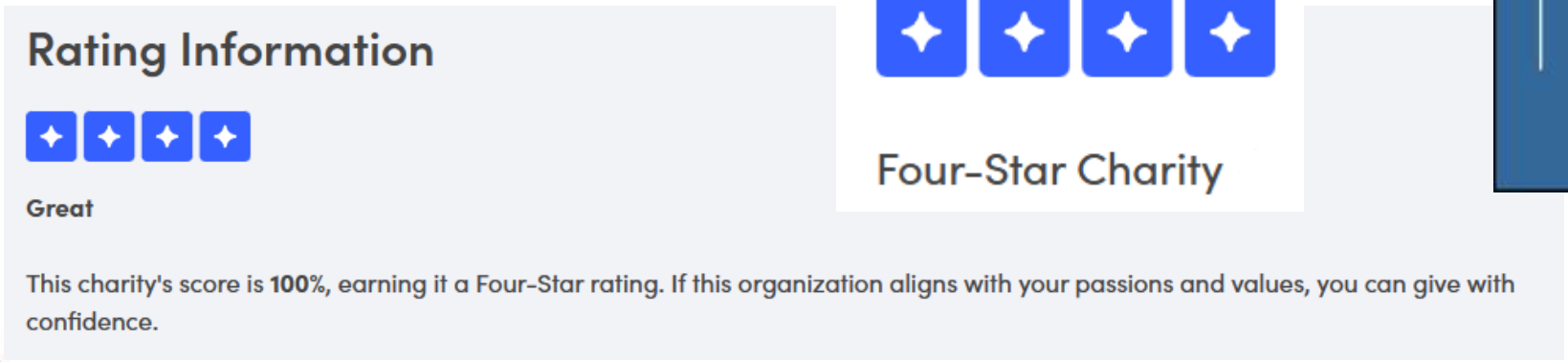
United Way of Lee, Hendry, and Glades is a volunteer driven organization dedicated to improving the quality of life for all people in our community. All money raised stays right here in our community. Your gift to United Way goes directly to meet the needs of our community – making it a better place to live and work.

Charity Navigator Rating

10th Year 4-Star Charity, highest possible rating

Accountability & Finance

- Score 100







United Way Resource Development/Campaign



2023/2024

Overall Goal

$11,000,000

Hendry & Glades

$364,200

2024/2025

Overall Goal

$11,271,181

Hendry & Glades

$367,200

2025/2026

Overall Goal $11,500,000 | Hendry & Glades $370,200

Funded Partner Agencies 2025

Lee County

74 Partner Agencies

Over 180 Programs

Hendry & Glades Counties

21 Partner Agencies

Over 40 Programs

Fund Distribution - Allocations

- Lee County 2025
- 19 Teams
- 35 Site Visits
- 282 Volunteers
- 39 New Volunteers
- 3 New Agencies

- Hendry & Glades Counties 2025
- 5 Teams
- 10 Site Visits
- 57 Volunteers
- 12 New Volunteers
- 1 New Agency


UNITED IS THE WAY!
EMERGENCY OPERATIONS CENTER
Hendry County
Fund Distribution Team 1
Supporting Hendry and Glades Counties!
UNITED WAY
Lee, Hendry, and Glades


UNITED IS THE WAY!
Partnership With:
Suncoast Credit Union
Harry Chapin Food Bank
OF SOUTHWEST FLORIDA
Fighting Hunger, Feeding Hope
VOLUNTEER ADVOCATE DONATE
Fund Distribution Team 4
Supporting Hendry and Glades Counties!
UNITED WAY
Lee, Hendry, and Glades


UNITED IS THE WAY!
Fund Distribution Team 2
Supporting Hendry and Glades Counties!
UNITED WAY
Lee, Hendry, and Glades


UNITED IS THE WAY!
Fund Distribution Team 3
Supporting Hendry and Glades Counties!
UNITED WAY
Lee, Hendry, and Glades


UNITED IS THE WAY!
Fund Distribution Team 5
Supporting Hendry and Glades Counties!
UNITED WAY
Lee, Hendry, and Glades

United Way Internal Programs

United Way 211 is a free 24-hour non-emergency helpline that exists to help people navigate their way through the maze of human and social service agencies in Lee, Hendry, and Glades counties by providing the most adequate resources for the client's situation. To speak with one of our Community Resource Specialists, please call 2-1-1 or 239-433-3900.

United Way 211 Lee, Hendry, Glades Get Connected. Get Help.™

MISSION UNITED Proudly Serving Those Who Have Served®

United Way Internal Programs

UNITED WAY
Gifts in Kind

UNITED WAY
SCHOOL RESOURCE CENTER

UNITED WAY
RESILIENCY
HUB
LABELLE

REUNITE
A United Way Collaborative
UNITED WAY

UNITED WAY
WeCare
Providing medical care for the uninsured

VOLUNTEER INCOME TAX ASSISTANCE
VITA | UNITED WAY
A UNITED WAY COLLABORATIVE

UNITED WAY
Lee, Hendry, and Glades
Community Partnership Schools

UNITED WAY
DAYS OF CARING

UNITED WAY
Volunteer Center

We need your support!

Be a part of the impact – sign up for payroll deductions or make a personal donation today!
Together we can make a difference!

For more information:

Call: 239-433-2000

Visit: UnitedWayLee.org

UnitedWayLHG

United-way-of-lee-hendry-glades-counties

@unitedwaylhg

Thank you!

Lisa Sands
Community Impact Director, Hendry and Glades
United Way of Lee, Hendry, and Glades
LaBelle United Way Resiliency Hub
133 N. Bridge Street | LaBelle, FL 33935
239-433-7559 | Lisa@UnitedWayLee.org

CITY OF LABELLE, FLORIDA

Staff Memorandum
For
Comprehensive Plan Update Preliminary Assessment

In early 2025, Staff was directed to prepare an update to the City's Comprehensive Plan ("Plan"), primarily to address mandatory updates due to changes to state law, as well as changes to address the evolving community vision since the Plan's last major update in 2010.

Following a kick-off workshop with the City Commission in February 2025 and a community workshop on May 1, 2025, Staff prepared a complete assessment of the Plan referred to as the Preliminary Assessment Report ("Report").

This Report provided a full analysis of the City's demographics (existing and projected through 2050), land uses, available vacant lands, and infrastructure (existing and projected demand and capacities through 2050).

Appendix A of the Report provides a chart summarizing the applicable changes to Florida Statutes that must be addressed via required amendments to the Plan, i.e. "state required amendments".

Additionally, the Report evaluates the appropriateness of all the adopted Goal Objectives and Policies (GOPs) in the Plan based upon input from the City Commission and public at the community workshop. This input includes protection of LaBelle's small-town character and neighborhoods, ensuring availability of infrastructure, growth of the employment base and preservation of natural resources. Appendix B provides a chart of all GOPs in the adopted Plan, along with an analysis describing whether amendments are required to address changes to Florida Statute, or where amendments are recommended based upon changing local conditions and sentiments. The latter are the "optional amendments".

No action is required at this time other than the Commission review of the Report. Staff will present the Preliminary Assessment Recommendations at a publicly advertised Commission Workshop on December 11, 2025. The intent will be to obtain direction from the Commission to proceed with state required and optional/recommended amendments.

Attachments:

- Preliminary Assessment Report
- Appendix A: State Consistency Review
- Appendix B: Element By Element Review
- Appendix C: Public Workshop Summary
- Appendix D: Current Future Land Use Map
- Appendix E: Water & Wastewater Master Plans

Range of Checking Accts: First to Last Range of Check Dates: 09/01/25 to 09/30/25
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void	Ref Num	
GEN FUND POOLED GENERAL FUND POOLED CASH							
52345	09/02/25	ALEXY005	ALEXYS A VILLEDA PEREZ	500.00		9626	
52346	09/02/25	AZ	AUTO ZONE	59.54		9626	
52347	09/02/25	BCC	BOARD OF COUNTY COMMISSIONERS	7,840.90		9626	
52348	09/02/25	BCSI	BUILDERS CHOICE SUPPLY INC	318.62		9626	
52349	09/02/25	BRIAN005	BRIAN P ALLETTO	127.05		9626	
52350	09/02/25	COLW2	CITY OF LABELLE WATER AND SANI	3,189.04		9626	
52351	09/02/25	CTTF	COUNTY TRANSPORTATION TRST FND	5,712.16		9626	
52352	09/02/25	DEPST	DEP-STORAGE TANK REGISTRATION	25.00		9626	
52353	09/02/25	FPL	FLORIDA POWER & LIGHT	15,258.47		9626	
52354	09/02/25	GRACI005	GRACIELA COMPEAN	500.00		9626	
52355	09/02/25	KME	KENNY GLISSON	25.00		9626	
52356	09/02/25	MEDAL005	MED ALLIANCE GROUP, INC	27.79		9626	
52357	09/02/25	REVIZE	REVIZE LLC	3,400.00		9626	
52358	09/02/25	AAPE01	BERKOVITCH & BOUSKILA, PLLC	1,217.45		9629	Direct Deposit
52359	09/02/25	CAPGO005	C.A.P. GOVERNMENT, INC	1,360.00		9629	Direct Deposit
52360	09/02/25	CQL	CAPTAINS QUICK LUBE	100.00		9629	Direct Deposit
52361	09/02/25	JHBGR005	JHB GROUP INC.	24,286.55		9629	Direct Deposit
52362	09/02/25	PTLLC	PROTECTED TRUST LLC	2,177.35		9629	Direct Deposit
52363	09/02/25	RVE	RVE, INC. D/B/A RVI	6,686.25		9629	Direct Deposit
52366	09/03/25	AMACS	AMAZON CAPITAL SERVICES	2,065.70		9633	
52364	09/05/25	SOFDU	ST OF FL. DISBURSEMENT UNIT	294.26		9631	
52367	09/05/25	FRS	FLORIDA RETIREMENT SYSTEM	30,840.26		9634	
52394	09/05/25	AMACS	AMAZON CAPITAL SERVICES	456.27		9643	
52368	09/08/25	BESPO005	Bespoke Unlimited LLC DBA	1,775.45		9637	
52369	09/08/25	CENTLINK	CENTURYLINK	384.27		9637	
52370	09/08/25	CLINK	CENTURYLINK	886.69		9637	
52371	09/08/25	COLW2	CITY OF LABELLE WATER AND SANI	3,126.58		9637	
52372	09/08/25	COMCAST	COMCAST	530.44		9637	
52373	09/08/25	FMPT	FL MUNICIPAL PENSION TRUST FND	30,949.15		9637	
52374	09/08/25	FMPT2	FLORIDA MUNICIPAL PENSION TRST	19,642.25		9637	
52375	09/08/25	FPL	FLORIDA POWER & LIGHT	27.62		9637	
52376	09/08/25	GAFS	GREAT AMERICA FINANCIAL SVCS	345.96		9637	
52377	09/08/25	GRAYROB	GrayRobinson Attorneys At Law	14,985.00		9637	
52378	09/08/25	HOMDEF	HOMETEAM PEST DEFENSE INC	121.00		9637	
52379	09/08/25	ISBC	IPITOMY SMARTER BUSINESS COMMU	72.83		9637	
52380	09/08/25	SWIFT005	SWIFT PRINT SERVICE, INC.	75.00		9637	
52381	09/08/25	TEXTM005	TEXT MY GOV	4,500.00		9637	
52382	09/08/25	THEPI005	THE PIN CENTER	1,612.00		9637	
52383	09/08/25	TYLERH	TYLER HAMILTON DR	201.00		9637	
52384	09/08/25	WLMINC	WOLFF'S LAWN MACHINES INC	1,566.94		9637	
52385	09/09/25	CULL	CULLIGAN WATER	145.75		9640	Direct Deposit
52386	09/09/25	EVERG005	EVERGLADES EQUIPMENT GROUP	662.05		9640	Direct Deposit
52387	09/09/25	INM	INDEPENDENT NEWSMEDIA INC USA	508.81		9640	Direct Deposit
52388	09/09/25	LDRC	LABELLE DOWNTOWN	1,741.00		9640	Direct Deposit
52389	09/09/25	MUNES	MUNICIPAL EMERGENCY SERVICES	589.00		9640	Direct Deposit
52390	09/09/25	ORKINPC	ORKIN, LLC	65.00		9640	Direct Deposit
52391	09/09/25	PRM	PUBLIC RISK MANAGEMENT	51,486.59		9640	Direct Deposit
52392	09/09/25	PTLLC	PROTECTED TRUST LLC	34.72		9640	Direct Deposit
52393	09/12/25	SOFDU	ST OF FL. DISBURSEMENT UNIT	294.26		9642	

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GEN FUND POOLED GENERAL FUND POOLED CASH Continued							
449	09/15/25	AMACS	AMAZON CAPITAL SERVICES	764.35		9662	
52395	09/15/25	CALOO005	CALOOSA CATERING COMPANY INC	615.00		9645	
52396	09/15/25	COLW	CITY OF LABELLE, WATER & SANIT	3,650.99		9645	
52397	09/15/25	HCBOCC	HENDRY CO BOARD COUNTY COMM	652.50		9645	
52398	09/15/25	KME	KENNY GLISSON	876.00		9645	
52399	09/15/25	LCBOCC	LEE COUNTY SOLID WASTE	46.05		9645	
52400	09/15/25	LIBRARY	LABELLE FREE PUBLIC LIBRARY	22,500.00		9645	
52401	09/15/25	PBBI	PITNEY BOWES BANK INC	225.07		9645	
52402	09/15/25	PBGFS	PITNEY BOWES GLOBAL FINANCIAL	145.71		9645	
52403	09/15/25	PHILLIPS	PHILLIPS A/C & HEATING SERVICE	339.00		9645	
52404	09/15/25	WLMINC	WOLFF'S LAWN MACHINES INC	257.38		9645	
52414	09/15/25	C-000002	MAYRA P RODRIGUEZ LAZCANO	500.00		9650	
52405	09/16/25	AJAXP005	AJAX PAVING INDUSTRIES OF FL	242,042.01		9648	Direct Deposit
52406	09/16/25	LILLI005	LILLIAN M DAVENPORT	203.60		9648	Direct Deposit
52407	09/16/25	PTLLC	PROTECTED TRUST LLC	2,472.35		9648	Direct Deposit
52408	09/16/25	RVE	RVE, INC. D/B/A RVI	20,276.25		9648	Direct Deposit
52409	09/16/25	SSW	SHARON SANDERS WHITE	165.00		9648	Direct Deposit
52410	09/16/25	SUPPLYL	SUPPLYLINE	1,845.40		9648	Direct Deposit
52411	09/16/25	TFSLLC	TEN-8 FIRE & SAFETY, LLC	70.00		9648	Direct Deposit
52412	09/16/25	THEMA005	THE MAKER'S MOTIF INC.	1,237.35		9648	Direct Deposit
52413	09/16/25	TRIESTAG	TRIEST AG GROUP INC	291.23		9648	Direct Deposit
52415	09/16/25	HUNTS	HUNTER TREE SERVICE	1,500.00		9651	
52417	09/18/25	FDOR	FLORIDA DEPT OF REVENUE	200.36		9653	
52416	09/19/25	SOFDU	ST OF FL. DISBURSEMENT UNIT	294.26		9652	
52418	09/22/25	BCSI	BUILDERS CHOICE SUPPLY INC	73.85		9654	
52419	09/22/25	FEBCO	FRANK E BROWNING	464.02		9654	
52420	09/22/25	HO	HOMERO OLIVAREZ, JR	225.00		9654	
52421	09/22/25	JAK	JOHN A. KOONS LOCKSMITHS	223.50		9654	
52422	09/22/25	SUNNY005	SUNNY GROVE LANDSCAPING	9,728.00		9654	
52423	09/22/25	TMOBI005	T-MOBILE USA INC.	1,077.67		9654	
52424	09/22/25	VAH	VISION ACE HARDWARE-LABELLE	0.00	09/22/25 VOID	0	
52425	09/22/25	VAH	VISION ACE HARDWARE-LABELLE	959.08		9654	
52426	09/23/25	CAPGO005	C.A.P. GOVERNMENT, INC	640.00		9657	Direct Deposit
52427	09/23/25	DEXI	DEX IMAGING LLC	163.26		9657	Direct Deposit
52428	09/23/25	JOSHR	JOSHUA RIMES	2,600.00		9657	Direct Deposit
52429	09/23/25	MJW	MARY JO WILSON	142.50		9657	Direct Deposit
52430	09/23/25	TFSLLC	TEN-8 FIRE & SAFETY, LLC	427.45		9657	Direct Deposit
52432	09/23/25	KIMBE005	KIMBERLY BARSELOU	51.23		9660	
52433	09/23/25	TIJUA005	TIJUANA WARNER	218.75		9660	
52434	09/23/25	LILLI005	LILLIAN M DAVENPORT	163.60		9661	Direct Deposit
52435	09/24/25	CLA	COLONIAL LIFE & ACCIDENT INS.	134.21		9663	
52436	09/25/25	THEMA005	THE MAKER'S MOTIF INC.	2,038.00	09/25/25 VOID	9664	(Reason: WRONG AMOUNT)
52437	09/25/25	THEMA005	THE MAKER'S MOTIF INC.	1,019.00		9665	Direct Deposit
52458	09/25/25	SOFDU	ST OF FL. DISBURSEMENT UNIT	294.26	09/29/25 VOID	9671	(Reason: WRONG CHECK DATE)
52431	09/26/25	SOFDU	ST OF FL. DISBURSEMENT UNIT	294.26		9659	
52438	09/29/25	ABP	ACCENT BUSINESS PRODUCTS	321.62		9666	
52439	09/29/25	AFL	AMERICAN FAMILY LIFE ASSR CO.	1,777.64		9666	
52440	09/29/25	ALLSTATE	AMERICAN HERITAGE LIFE INS CO	2,424.60		9666	
52441	09/29/25	BESPO005	Bespoke Unlimited LLC DBA	120.00		9666	
52442	09/29/25	CLINK	CENTURYLINK	448.14		9666	
52443	09/29/25	CTTF	COUNTY TRANSPORTATION TRST FND	6,371.27		9666	
52444	09/29/25	FPL	FLORIDA POWER & LIGHT	0.00	09/29/25 VOID	0	

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void	Ref Num	
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52445	09/29/25	FPL	FLORIDA POWER & LIGHT	20,934.93		9666	
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52447	09/29/25	GAFS	GREAT AMERICA FINANCIAL SVCS	345.96		9666	
52448	09/29/25	KIMBE005	KIMBERLY BARSELOU	689.00		9666	
52449	09/29/25	LEGALSH	LEGAL SHIELD	73.75		9666	
52450	09/29/25	SHRED	SHRED-IT USA	258.78		9666	
52451	09/29/25	TYLERH	TYLER HAMILTON DR	173.00		9666	
52452	09/29/25	UNWAYLEE	UNITED WAY OF LEE COUNTY	26.00		9666	
52453	09/29/25	BPE	BARRY'S POWER EQUIPMENT	121.81		9669	Direct Deposit
52454	09/29/25	CMCP	CLARKE MOSQUITO CONTROL PROD	1,795.95		9669	Direct Deposit
52455	09/29/25	LNATL	GLOBE LIFE	30.84		9669	Direct Deposit
52456	09/29/25	ORKINPC	ORKIN, LLC	65.00		9669	Direct Deposit
52457	09/29/25	QUALITY	QUALITY 1 AUTO CARE INC	813.96		9669	Direct Deposit
52459	09/30/25	COLW	CITY OF LABELLE, WATER & SANIT	3,490.53		9672	
52460	09/30/25	MITWIL	MITCHELL WILLS	180.00		9673	

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	77	4	235,620.78	2,332.26
Direct Deposit:	35	0	367,647.08	0.00
Total:	112	4	603,267.86	2,332.26

UTILITY DEPOSIT	Water Revenue Deposit						
2632	09/02/25	U-000272	HERNANDEZ ALVAREZ, ISIDRO A	90.22		9627	
2633	09/02/25	U-000273	VELASQUEZ, JENNIFER	40.12		9627	
2634	09/08/25	U-000274	KHAN, SHAWN JEHAN	46.42		9638	
2635	09/08/25	U-000275	QUINTERO, SERGIO FIDEL	87.82		9638	
2636	09/08/25	U-000276	GUEVARA HERNANDEZ, CELIDA	83.10		9638	
2637	09/15/25	U-000277	DIXON, BRUCE W	4.69		9646	
2638	09/22/25	U-000278	TREJO, JOSUE	8.92		9655	
2639	09/22/25	U-000279	SZUBER, CHESTER	105.00		9655	
2640	09/22/25	U-000280	BENBASAT, LISA DONNIS	37.50		9655	
2641	09/29/25	U-000281	CAMERON, NOEL KAY	116.72		9668	
2642	09/29/25	U-000282	SMITH, BRADLEY J	33.64		9668	
2643	09/29/25	U-000283	MARTINEZ LLANES, SAILIN	66.74		9668	

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	12	0	720.89	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	12	0	720.89	0.00

UTILITY POOLED	UTILITY FUND POOLED CASH						
1118	09/01/25	FBC	FIRST BANK OF CLEWISTON	187,167.13	09/10/25 VOID	9636	(Reason: RECORD VIA JE)
1107	09/02/25	COLW2	CITY OF LABELLE WATER AND SANI	3,054.83		9628	
1108	09/02/25	CTTF	COUNTY TRANSPORTATION TRST FND	1,056.04		9628	
1109	09/02/25	DEPST	DEP-STORAGE TANK REGISTRATION	150.00		9628	
1110	09/02/25	FPL	FLORIDA POWER & LIGHT	13,902.31		9628	
1111	09/02/25	POL	POSTMASTER - LABELLE, FL.	1,300.00		9628	
1112	09/02/25	PTLLC	PROTECTED TRUST LLC	439.30		9630	Direct Deposit
1113	09/02/25	SAMUE005	THE MACKEY TEAM AC & HEATHING	7,000.00		9630	Direct Deposit
1114	09/02/25	TETRA005	TETRA TECH, INC	10,677.00		9630	Direct Deposit
1115	09/02/25	WOODARD	WOODARD & CURRAN INC	146,681.54		9630	Direct Deposit
1116	09/05/25	FRS	FLORIDA RETIREMENT SYSTEM	6,389.56		9635	

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void	Ref Num	
UTILITY POOLED	UTILITY FUND POOLED CASH		Continued				
1119	09/08/25	CENTLINK	CENTURYLINK	128.10		9639	
1120	09/08/25	CLINK	CENTURYLINK	563.51		9639	
1121	09/08/25	COLW2	CITY OF LABELLE WATER AND SANI	1,822.91		9639	
1122	09/08/25	FPL	FLORIDA POWER & LIGHT	0.00		9639	
1123	09/08/25	ISBC	IPITOMY SMARTER BUSINESS COMMU	24.27		9639	
1124	09/09/25	BMI	BADGER METER INC.	375.21		9641	Direct Deposit
1125	09/09/25	CULL	CULLIGAN WATER	48.00		9641	Direct Deposit
1126	09/09/25	PRM	PUBLIC RISK MANAGEMENT	8,284.73		9641	Direct Deposit
1127	09/09/25	AMACS	AMAZON CAPITAL SERVICES	10.08		9644	
1128	09/15/25	PBGFS	PITNEY BOWES GLOBAL FINANCIAL	48.57		9647	
1129	09/15/25	WASTEC	WASTE CONNECTIONS INC	88,773.69		9647	
1130	09/16/25	PTLLC	PROTECTED TRUST LLC	509.30		9649	Direct Deposit
1131	09/16/25	TRIESTAG	TRIEST AG GROUP INC	83.42		9649	Direct Deposit
1132	09/16/25	UTISOL	UTILITY SOLUTIONS & AUTOMATION	27,682.75		9649	Direct Deposit
1133	09/22/25	VAH	VISION ACE HARDWARE-LABELLE	105.79		9656	
1134	09/22/25	WILADA	US WATER SERVICE CORP	696,321.83		9656	
1135	09/23/25	KGAUSE	KATHARINA GAUSE	150.00		9658	Direct Deposit
1136	09/23/25	PHOTO005	HAZARDOUS WASTE DISPOSAL	10,457.84		9658	Direct Deposit
1137	09/23/25	TETRA005	TETRA TECH, INC	7,240.00		9658	Direct Deposit
1138	09/23/25	UTISOL	UTILITY SOLUTIONS & AUTOMATION	1,400.00		9658	Direct Deposit
1139	09/29/25	ABP	ACCENT BUSINESS PRODUCTS	174.82		9667	
1140	09/29/25	CLINK	CENTURYLINK	284.28		9667	
1141	09/29/25	CORE	CORE & MAIN LP	9,024.95		9667	
1142	09/29/25	CTTF	COUNTY TRANSPORTATION TRST FND	298.31		9667	
1143	09/29/25	FPL	FLORIDA POWER & LIGHT	24,767.54		9667	
1144	09/29/25	POL	POSTMASTER - LABELLE, FL.	1,300.00		9667	
1145	09/29/25	SHRED	SHRED-IT USA	86.26		9667	
1146	09/29/25	WILADA	US WATER SERVICE CORP	311,234.84		9667	
1147	09/29/25	KBPI	K&B PUMP & ELECTRICAL, LLC	39,906.80		9670	Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	24	1	1,160,822.49	187,167.13
Direct Deposit:	15	0	260,935.89	0.00
Total:	39	1	1,421,758.38	187,167.13

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	113	5	1,397,164.16	189,499.39
Direct Deposit:	50	0	628,582.97	0.00
Total:	163	5	2,025,747.13	189,499.39

Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	5-001	552,712.78	5.14-	50,560.22	603,267.86
WATER FUND	5-041	188,747.54	0.00	0.00	188,747.54
SEWER FUND	5-042	1,144,237.15	0.00	0.00	1,144,237.15
SANITATION OPERATION FUND	5-043	88,773.69	0.00	0.00	88,773.69
Year Total:		1,974,471.16	5.14-	50,560.22	2,025,026.24
WATER FUND	X-041	48.92	0.00	0.00	48.92
SEWER FUND	X-042	324.72	0.00	0.00	324.72
SANITATION OPERATION FUND	X-043	347.25	0.00	0.00	347.25
Year Total:		720.89	0.00	0.00	720.89
Total Of All Funds:		1,975,192.05	5.14-	50,560.22	2,025,747.13

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	552,712.78	5.14-	50,560.22	603,267.86
WATER FUND	041	188,796.46	0.00	0.00	188,796.46
SEWER FUND	042	1,144,561.87	0.00	0.00	1,144,561.87
SANITATION OPERATION FUND	043	89,120.94	0.00	0.00	89,120.94
Total Of All Funds:		1,975,192.05	5.14-	50,560.22	2,025,747.13

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	5-001	552,712.78	0.00	0.00	0.00	552,712.78
WATER FUND	5-041	188,747.54	0.00	0.00	0.00	188,747.54
SEWER FUND	5-042	1,144,237.15	0.00	0.00	0.00	1,144,237.15
SANITATION OPERATION FUND	5-043	88,773.69	0.00	0.00	0.00	88,773.69
Year Total:		1,974,471.16	0.00	0.00	0.00	1,974,471.16
WATER FUND	X-041	48.92	0.00	0.00	0.00	48.92
SEWER FUND	X-042	324.72	0.00	0.00	0.00	324.72
SANITATION OPERATION FUND	X-043	347.25	0.00	0.00	0.00	347.25
Year Total:		720.89	0.00	0.00	0.00	720.89
Total Of All Funds:		1,975,192.05	0.00	0.00	0.00	1,975,192.05

CITY OF LABELLE

MINUTES

Regular Commission Meeting
Thursday, September 11, 2025, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

ADMINISTRATION:

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

Minutes

1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:32 PM.

2. Roll Call

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

3. Invocation and Pledge of Allegiance

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

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

Motion made by Vice Mayor Ratica to add and approve RCM Lift Station Description of Work 6, 7, and 12, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

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

5. Presentations

A. Volunteer Fire Chief of the Year (FFCA) Recognition - Chief Brent Stevens

Mayor Wilkins presented Fire Chief Stevens with a proclamation recognizing him for his achievement as Volunteer Fire Chief of the Year.

B. LaBelle Little League 12U All Stars Baseball Team Members & Coaches Proclamations

Vice Mayor Ratica presented the LaBelle Little League 12U All Stars Baseball Team Members and Coaches with proclamations.

C. Day of Remembrance Proclamation

Mayor Wilkins presented the Day of Remembrance Proclamation.

D. National Diapers Week Proclamation

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

E. Firehouse Community Theatre

Firehouse Theater gave a brief description of their upcoming events.

F. ORDINANCE 2025 - 07 (first reading) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 8.91+/-ACRE PROPERTY LOCATED AT THE NORTHEAST CORNER OF SOUTH CAPTAIN HENDRY DRIVE AND STATE ROAD 80, AMENDING THE ZONING DESIGNATION FROM BUSINESS (B-2) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Derek read Ordinance 2025-07 title into the record and swore-in anyone who wishes to testify or speak on this item.

Margarete Tassone gave a brief explanation of Ordinance 2025-07.

Public Hearing Opened 6:00pm

Kimberly Parrish, William Gleaser, and Delia Miners commented on Ordinance 2025-07.

Public Hearing Closed 6:41pm

City of LaBelle City Commission consented to moving Ordinance 2025-07 forward to second reading.

6. Consent Agenda Items for Consideration

A. Approval of August Check Register

B. Approval of Minutes:

July 31, 2025 City Commission Budget Workshop & Special Meeting Minutes

August 7, 2025 City Commission Meeting Minutes

C. Approval of Staff Reports:

-HCSO- Lt. Allen Hudson

-Fire Department- Chief Brent Stevens

-Building Department- Mark Lynch

-Code Enforcement- Zane Mungillo

D. 2026 Legislative Priority Request

E. Letter of Credit Renewals

F. 2025-2026 Renewal Proposal Property & Casualty Insurance PRM

G. RESOLUTION 2025-12 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE; AMENDING THE RETIREMENT PLAN AND TRUST FOR THE FIREFIGHTERS

OF THE CITY OF LABELLE; PROVIDING FOR SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

H. Gray Robinson Fee Update

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

7. Non-Public Hearing Items for Consideration

A. Art Gallery /LaBelle Garden Club

Motion made by Commissioner Vargas to approve the Garden Club planting gardens on the Art Gallery property, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

B. Hari's Discount Liquor

8. Public Hearings and/or Ordinances

A. RESOLUTION 2025 -10 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2025 – 2026 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 2025 – 2026; PROVIDING FOR AN EFFECTIVE DATE.

Derek read Resolution 2025-10 into the record.

Lilly gave a brief explanation of Resolution 2025-10.

Public Hearing Opened 7:07pm

Jim Galley comment on Resolution 2025-10.

Public Hearing Closed 7:17pm

Motion made by Vice Mayor Ratica to approved Resolution 2025-10, Seconded by Commissioner Holland. Mayor Wilkins called for the question. A discussion ensued. Motion passed (3-2).
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Holland
Voting Nay: Commissioner Spratt, Commissioner Vargas

Motion made by Vice Mayor Ratica to reconsider and approve Resolution 2025-10, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed (4-1).
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Vargas, Commissioner

Holland
Voting Nay: Commissioner Spratt

Meeting recessed at 7:39pm

Meeting reconvened at 7:45pm

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

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

Alexis Crespo gave a brief explanation of Ordinance 2025-02.

Public Hearing Opened

No comments.

Public Hearing Closed

City of LaBelle City Commission consented to moving Ordinance 2025-02 forward to second reading.

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

Derek Rooney read Ordinance 2025-04 title into the record.

Alexis Crespo gave a brief explanation of Ordinance 2025-04.

Public Hearing Opened

No comments.

Public Hearing Closed

Motion made by Commissioner Vargas to approve Ordinance 2025-04, Seconded by Vice Mayor Ratica. Mayor called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

D. ORDINANCE 2025 - 05 (second reading) THE RESIDENCES AT GRANDE OAKS SMALL-SCALE COMPREHENSIVE PLAN MAP AMENDMENT AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN

AMENDMENT TO THE FUTURE LAND USE MAP FOR A 26.26+/-ACRE PROPERTY LOCATED ¼ MILE SOUTH OF HELMS ROAD AND WEST OF STATE ROAD 29; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY FROM UNINCORPORATED HENDRY COUNTY COMPREHENSIVE PLAN "HIGH DENSITY RESIDENTIAL" DESIGNATION TO THE CITY OF LABELLE "OUTLYING MIXED USE" DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2025-05 title into the record.

Alexis Crespo gave a brief explanation of Ordinance 2025-05.

Public Hearing Opened

No comments.

Public Hearing Closed

Motion made by Vice Mayor Ratica to approve Ordinance 2025-05, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

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

Derek read Ordinance 2025-06 title into the record.

Alexis Crespo gave a brief description of Ordinance 2025-06.

Public Hearing Opened

No comments.

Public Hearing Closed

Motion made by Commissioner Vargas to approve Ordinance 2025-06 with conditions: eliminating two buildings, including pavilion, basketball, or pickleball, and community space, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

Motion made by Commissioner Holland to approve Resolution 2025-13 Fire Assessment, Seconded by Mayor Wilkins. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

Motion made by Vice Mayor Ratica to approve Resolution 2025-16 Street Lighting Assessment, Seconded by Mayor Wilkins. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

Motion made by Commissioner Spratt to approve Resolution 2025-14 Police Assessment, Seconded by Vice Mayor Ratica. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

Motion made by Vice Mayor Ratica to approve Resolution 2025-15 Recreation Assessment, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

F. RESOLUTION 2025 - 11 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 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE.

Derek read Resolution 2025-11 title into the record.

Lilly gave a brief explanation of Resolution 2025-11.

Public Hearing Opened

No comments.

Public Hearing Closed

Motion made by Commissioner Vargas to approve Resolution 2025-11, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed (4-1)
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Vargas, Commissioner Holland
Voting Nay: Commissioner Spratt

9. Public Comment on Non-Agenda Items

Public comments were made by the following individuals: Jim Galli, Shandeya Thomas, and Diane Brown.

10. City Related Business by Commissioners

11. Adjournment

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 9:37 PM.

_____
Julie C. Wilkins, Mayor

_____
ATTEST: Tijauna Warner, MPA, MMC, City Clerk

CITY OF LABELLE

MINUTES

Special Final Budget Commission Meeting
Thursday, September 18, 2025, at 5:05 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

ADMINISTRATION:

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

Minutes

1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:07 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
Vice Mayor Jackie Ratica
Commissioner Bobbie Spratt
Commissioner Hugo Vargas
Commissioner Kevin Holland
City Attorney Derek Rooney
Deputy City Clerk Tijauna Warner

4. Presentations

A. RESOLUTION 2025-17 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 2025 – 2026 PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Vice Mayor Ratica to authorize Mayor Wilkins to make the first decision on the Interlocal Animal Control Agreement between Hendry County & City of LaBelle and bring back to the commission, Seconded by Commissioner Vargas. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

Alishia Gibson (resident) expressed concerns with students' education funding being cut from federal grants and authorities being able to pull individual over just because of the color of their skin.

Derek Rooney read Resolution 2025-17 title into the record and gave a brief explanation.

Public Hearing Opened

No comments.

Public Hearing Closed

Motion made by Vice Mayor Ratica to approve Resolution 2025-17, Seconded by Commissioner Holland. Mayor Wilkins called for the questions. A discussion ensued. Motion passed (4-1).
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Vargas, Commissioner

Holland
Voting Nay: Commissioner Spratt

B. RESOLUTION 2025-18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; HENDRY COUNTY, FLORIDA; ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE.

Derek Rooney read Resolution 2025-18 title into the record.

Lilly Davenport gave a brief explanation of Resolution 2025-18.

Public Hearing Opened

No Comments.

Public Hearing Closed

Motion made by Commissioner Vargas to approve Resolution 2025-18, Seconded by Commissioner Holland. Mayor Wilkins called for the question. A discussion ensued. Motion passed (4-1).
Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Vargas, Commissioner Holland
Voting Nay: Commissioner Spratt

5. Adjournment

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 5:59 PM.

_____
Julie C. Wilkins, Mayor

_____
ATTEST: Tijauna Warner, MPA, MMC, City Clerk

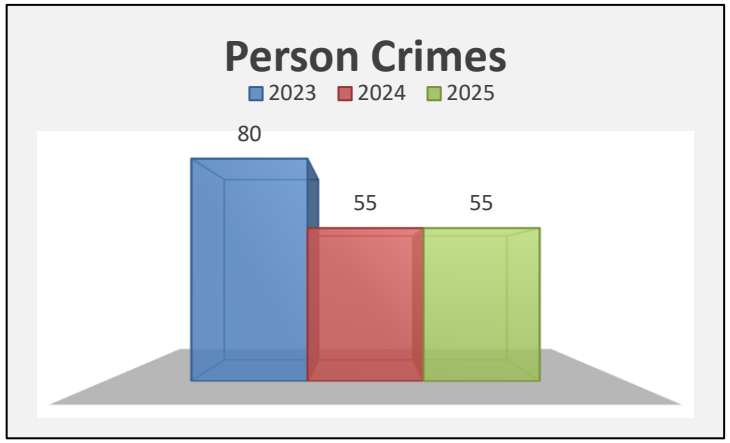
Hendry County Sheriff's Office

City of LaBelle Crime Report for October 2025 Meeting

Dates: 1st - 28th

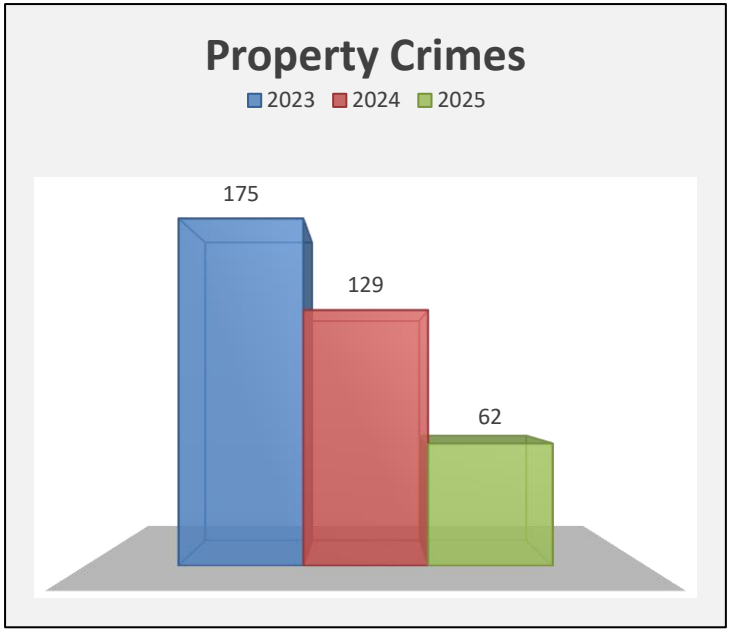
Person Crimes	Sept.	Aug.	July	June
Homicide	0	0	0	0
Robbery	0	0	0	0
Sex Crime	2	2	1	1
Assault	0	2	0	0
Battery - Simple	3	4	1	3
Domestic	1	2	3	2
TOTAL	**6**	**10**	**5**	**6**

YTD 2025	YTD 2024	YTD 2023
0	0	0
0	1	1
9	11	16
10	3	7
16	24	31
20	16	25
55	**55**	**80**



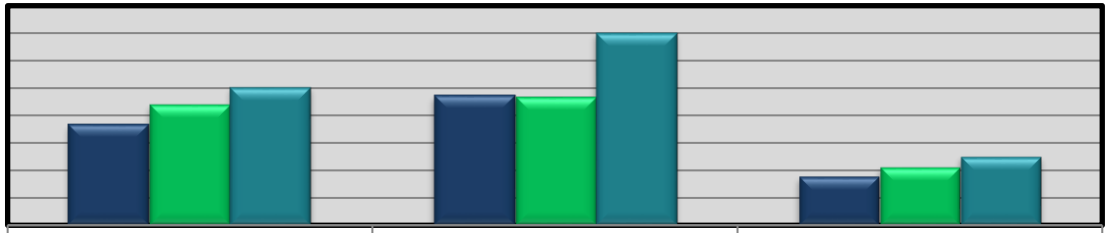
Property Crimes	Sept.	Aug.	July	June
Stolen Vehicle	2	1	0	3
Theft				
- Construction	0	0	0	0
- Residential	2	1	3	2
- Retail	0	0	1	2
Burglary				
- Residential	1	0	1	0
- Business	0	0	0	0
- Vehicle	1	2	0	0
Criminal Mischief	0	0	2	1
TOTAL	**6**	**4**	**7**	**8**

YTD 2025	YTD 2024	YTD 2023
11	12	31
0	2	0
17	40	54
6	21	27
5	7	11
2	5	4
5	22	26
16	20	22
62	**129**	**175**



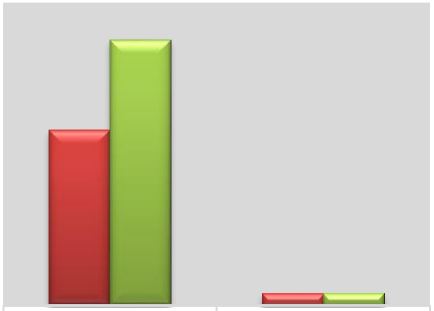
51.9% Decrease in Property Crimes

Year-to-Date Call Summary, by District



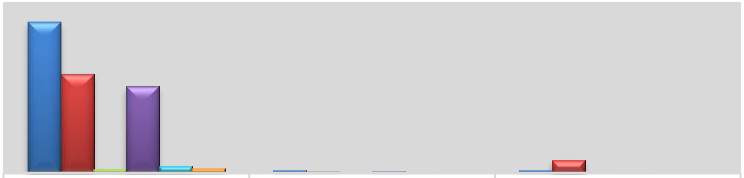
	District 1	District 2	City of LaBelle
2023	36,753	47,327	17,617
2024	43,856	46,656	21,021
2025	50,277	69,989	25,051

City Units



	CAD Calls	Offense Reports
D/S Willis	58	4
D/S Hull	88	4

City of LaBelle



	D1 Deputies	D/S Willis	D/S Hull
Business Checks	620	12	12
Residential Checks	408	6	50
Security Checks	16	0	0
Traffic Stops	356	7	2
Warrants	28	2	0
Arrests	17	0	1

LABELLE FIRE DEPARTMENT
CHIEF BRENT R. STEVENS

863-675-1537
bstevens@citylabelle.com
jhubbard@citylabelle.com
280 S Main St LaBelle, FL 33935

Agenda Items

LaBelle Fire Department Response:

- August Calls- 46
- Public Relation Events-1

Engine Status

- All Engines are in working order.

Truck Repairs

- All trucks are in working order.

County Response

- LaBelle Fire Department has responded 70 times for mutual aid to outlining areas.

Station & Ladder

- Station design is underway.
- Awaiting arrival of the ladder truck.

Thank You,

Chief Brent Stevens
LaBelle Fire Department
863-234-8639

Range: First to Last Issue Date Range: 09/01/25 to 09/29/25 **Indicates payment is in batch

NOTE: Too many Building Codes included in this report. The totals are correct, but please print to Excel to see the complete detail.

	Alteration Cost	New Volume		BP D2Y BUILDING MECHANICAL PLAN REVIEW	BP D2Z CONTRACTOR RSRC PL ROW PLANNING	TOTAL ELECTRICAL PL UA LT PLUMBING
Grand Totals:	282,545.41	0	PAID:	0.00	0.00	7,277.22
		0.00		3,277.50	0.00	444.00
				308.00	0.00	0.00
				0.00	2,937.06	180.00
			PERMIT COUNT:	0	0	21
				15	0	7
				4	0	0
				0	2	2

BP SURC2 - Bldg Code Admin & Inspect Brd

1. Number of permits issued at the minimum surcharge rate 14 x $2	$ 28.00
2. Permit fees collected at other than minimum surcharge	$ 2,998.00
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	$ 44.97
4. Total of Lines 1 & 3	$ 72.97
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	$ 7.30
6. Surcharge amount due (line 4 less line 5)	$ 65.67

BP SURCH - FL Building Commission Surchar

1. Number of permits issued at the minimum surcharge rate 15 x $2	$ 30.00
2. Permit fees collected at other than minimum surcharge	$ 2,818.80
3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	$ 28.19
4. Total of Lines 1 & 3	$ 58.19
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	$ 5.82
6. Surcharge amount due (line 4 less line 5)	$ 52.37

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

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 2026 Range of Periods: 1 to 12
Range of Batch Ids: First to Last Range of Dates: 09/01/25 to 09/29/25
Range of Reference #s: First to Last Range of Sections: First to Last Name to Print: Bill To
Print Ref Num: N
Payment Type Includes: Sp Charges: Y Prop Lien: N Sp Assmnt: Y Water: Y Sewer: Y
Voucher Agency: Y Garbage: Y Invoice: Y
Misc: Y
Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N VT: Y
Range of Installment Due Dates: First to Last
Print Only Miscellaneous w/Parcel Id: N Sort Miscellaneous Payments by Utility Account: N
Print Only Miscellaneous w/Utility Id: N

Code	Description	Count	Principal				Interest	Total
			Arrears/Other	Fiscal 2024	Fiscal 2025	Fiscal 2026		
BUI	BUILDING DEPT PYMTS	99	4,662.67	0.00	0.00	0.00	0.00	4,662.67
	Invoice Payments	99	4,662.67	0.00	0.00	0.00	0.00	4,662.67
	Payments Total:	99	4,662.67	0.00	0.00	0.00	0.00	4,662.67
	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:	99	4,662.67	0.00	0.00	0.00	0.00	4,662.67

Total Cash:	0.00
Total Check:	3,789.17
Total Credit:	0.00
Total V Term:	873.50

Hugo Vargas
Commissioner

Kevin Holland
Commissioner

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

"The City of Oaks"

Julie C. Wilkins
Mayor

Code Enforcement Report

September 2025

9/01/2025 – 9/30/2025

During the month of September, Code Enforcement had a total of 114 open cases, with ten new cases opened and twenty-four cases closed. A total of twelve courtesy notices and ten notices of investigation were issued. Additionally, eleven notices of violation and notices of hearing were sent, along with seventeen notices of rehearing and twenty-three notices of hearing change. There were 121 violation inspections conducted, and nine citizen complaints received. One illegal roadside vendor was shut down. Legal activity included 20 court hearing cases and 9 lien releases. One citation ticket was issued. Other notable activities included 7 lien searches. To enhance enforcement efforts, Code Enforcement has begun working at least two half days on various weekend days, focusing specifically on addressing unpermitted work and illegal roadside vending.

On the safety front, four meetings were conducted with Centegix to discuss and coordinate efforts. Testing of the Centegix system was carried out at four city buildings to ensure proper functionality. Additionally, extra signage was installed to clearly designate areas restricted to employees or authorized personnel only, enhancing safety and security across city facilities.

City dock,
The City Dock recorded 2 reservations in September, generating $155.00 in revenue for the city.

Public safety,
In terms of emergency management, several storms were closely monitored throughout the reporting period. Multiple weather alerts issued by the Emergency Operations Center (EOC) were promptly communicated to city staff to ensure preparedness. Additionally, I maintained regular communication with the County Emergency Manager to coordinate response efforts should they become necessary and share critical information.

Zane Mungillo
Code Enforcement

ESTIMATE

KB Pump and Electrical LLC
1225 Commerce Dr
Labelle, FL 33935

kbpump1@gmail.com
+1 (863) 675-2265

Bill to
Woodard + Curran

Ship to
Woodard + Curran

Estimate details
Estimate no.: 1015
Estimate date: 09/19/2025

P.O. Number: WWTP

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Services NT**	Supply and install new Limitorque actuators	3	$8,113.50	$24,340.50
2.		**Services NT**	Supply and install new 10" plug valves	3	$4,322.60	$12,967.80
3.		**Services NT**	Machine fittings top mate actuator and valves	3	$312.50	$937.50
4.		**Services NT**	Electrical adaptation and valve programming	3	$362.00	$1,086.00
5.		**Services NT**	Freight	3	$191.6666667	$575.00

Total **$39,906.80**

Accepted date

Accepted by

Approved 9/22/2026 Emergency purchase - one basin not working

Julie Craichy Wilkins

City of LaBelle Board of Commissioners
Agenda Request

To:	Honorable Mayor and City Commission
Prepared By:	Fire Chief Brent Stevens
Date of Meeting:	10/09/2025
Date Submitted:	9/29/2025
Title of Agenda Item:	MOU with HCSO
Agenda Location:	Consent Agenda Item

Report in brief:

MOU with HCSO Joint Marine and Dive Operations.

Staff Comments: Request Board approval.

Fiscal Impact: 2025 -
Has the request been budgeted? Yes No
If yes, expected cost and account name.
If no, amount needed and proposed account:

Recommended Actions: Review and Approve

INTERLOCAL AGREEMENT BETWEEN HENDRY COUNTY SHERIFF AND CITY OF LABELLE RELATING TO MARINE UNITS

THIS INTERLOCAL AGREEMENT is made and entered into effective the 9th day of October, 2025, by and between **Hendry County Sheriff's Office**, a constitutional office of the State of Florida, ("Sherriff") and the **City of LaBelle**, a municipal corporation of the State of Florida, by and through its City Commissioners ("LaBelle") (collectively, the "Parties").

WHEREAS, Sherriff has a dive team and LaBelle has a marine rescue team; and

WHEREAS, Sherriff and LaBelle desire to collaborate in a the development of a coordinated marine and dive program to expand their joint capabilities for Hendry County and for mutual aid programs; and

WHEREAS, Section 163.01, Florida Statutes, provides authority for local governments to enter into interlocal agreements to exercise jointly with each other any power, privilege or authority which such entities share in common and which each might exercise separately; and

WHEREAS, the parties wish to enter into an interlocal agreement to formalize and delineate the relationship between the Parties for policy guidance, planning, training; and to maximize inter-agency cooperation.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, it is mutually agreed by and between the Parties to this Agreement as follows:

1. Recitals. The recitals contained above are true and correct and form a factual basis for Sheriff and LaBelle entering into this Agreement.

2. Term. This Agreement shall remain in effect until thirty (30) days after either party provides written notice to the other of its intention to terminate this Agreement. Notwithstanding, either party shall continue to be responsible to pay for any financial obligations incurred to the other prior to the termination date. Any equipment provided by one party to the other pursuant to this Agreement shall be returned at the conclusion of the term.

3. Sheriff Responsibilities:

    a. Provide a dive boat for use in joint operations of rescue and recovery.

    b. Carry liability and property damage insurance for any vehicles titled in the Sherriff's name utilized in this Agreement.

4. LaBelle Responsibilities:

a. Provide necessary upgrades for the dive boat to be utilized in joint operations.
b. Store and maintain the dive boat in good working order throughout the term of this Agreement. The boat will be stored at the South Main Street Fire Station in LaBelle, Florida.

5. Ownership and Modification. The Sherriff retains sole ownership of the dive boat; however LaBelle may request to make modifications to the dive boat. Requests for modification must be approved in writing and any modifications or equipment added to the dive boat will become property of the Sherriff at the conclusion of the term of this Agreement.

6. Authorization. LaBelle is authorized to utilize the Sherriff's dive boat for joint marine and dive operations.

6. Supervision. The Parties shall report to their respective staff on personnel and administrative matters. Each party shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees or volunteers. When engaged in joint operations, command shall be determined by the nature of the mission and appropriate authority with respect to Parties policies and procedures. The head of each participating agency shall determine the resources to be dedicated by that agency, including personnel, as well as the continued dedication of those resources. The agency head or designee shall be kept apprised of all developments by his or her subordinates.

7. Hold Harmless and Indemnification. The parties agree that by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided by Florida Statutes. Furthermore, the parties as agencies or subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their own negligent or tortious acts or omissions which result in claims or suits against the other, and agree to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes.

8. Complete Agreement. This Agreement constitutes the complete agreement of the parties on the subject matter hereof and any prior writings, discussions or understandings shall be of no force or effect. This Agreement shall only be amended in a writing executed by the authorized representatives of both parties to this Agreement.

9. Notice. Any notice or other document required to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, to the following:

Sherriff: Hendry County Sherriff
101 S. Bridge St.
LaBelle, FL 33935

LaBelle: City of LaBelle
481 W. Hickpochee Ave.
LaBelle, FL 33935

10. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

11. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. Venue for any action to enforce this Agreement shall be in Hendry County.

12. Assignment and Thiry-Party Rights. This Agreement is not intended to, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third-party against the Parties, or the officers, employees, agents, or other associated personnel thereof. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

13. Joint Preparation. Both parties have participated equally in the preparation of this Agreement and no provision of this Agreement shall be construed more strictly against either party on the premise that that party prepared the provision.

14. Effective Date. This Agreement shall become effective upon filing with the Hendry County Clerk of the Circuit Court.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

CITY OF LABELLE, FLORIDA

_____
Julie Wilkins, Mayor

HENDRY COUNTY SHERIFF'S OFFICE

_____
Steve Whidden, Sherriff

FOUR WATERS ENGINEERING, INC.
324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

August 8, 2025
Sent Electronically

Mitchell Wills
Superintendent Public Works
City of LaBelle
P.O. Box 458
LaBelle, Fl 33935
MWills@citylabelle.com

Re: Proposal for Professional Engineering Services
Zone B – 100% Redesign – City Standards and Roadway

Dear Mr. Wills:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to the City of LaBelle Public Works Department (City) for engineering assistance to update the design and scope of the Zone B Septic to Sewer Conversion Project to include the following:

- Roadway Design and SFWMD Permitting/Drainage Calculations – N Cypress Street (south of E Oklahoma Avenue)
- Paving and Grading Plan
- Watermain on East Washington Street – Utility Locates
- City Standard Changes
- Public Outreach Workshop

The proposal has been prepared based on information from discussions and a site visit with City staff.

4Waters has actively been working to complete the Zone B Septic to Sewer Project. When the proposal was initially prepared it was assumed that the roadways would go back to existing conditions and the current City standards would be utilized. Once the design began it was determined that a dirt roadway would require paving and lessons learned from the Zone A Septic to Sewer Project in relation to public outreach and road restoration needed to be incorporated. Additionally, it was determined that the overall project design would be impacted by the pending adoption of the Lee County water and sewer standards and identification of an unknow watermain on East Washington. In an effort to reduce change orders during construction and time delays, additional scope relating to these items has been broken down into five parts with details provided below:

Task A: Roadway Design and Permitting/Drainage Calculations – N Cypress Street (south of E Oklahoma Avenue)

The purpose of this task is to design and permit a roadway on N Cypress Street (south of E Oklahoma Avenue). As shown in the picture below, the current roadway is a combination of grass and dirt that provides access to three residences.



At a recent site visit it was determined that the roadway is desired to be improved to asphalt paving instead of returning to existing conditions upon completion of construction. This will require the following:

- Roadway layout and grading
- Roadway geometric and horizontal and vertical alignment
- Roadway pavement design, section and details
- Signage and striping
- Drainage modifications
- SFWMD Permitting and Drainage Calculations

The improvements and modifications for the roadway and drainage modifications will require an Environmental Resource Permit (ERP) through the SFWMD. The permit will include a stormwater management design for water quality and quantity. The necessary stormwater modeling and calculations will be included in the drainage report for submittal to acquire the necessary permit and meet SFWMD requirements. It is anticipated that up to two Double Ring Infiltrometer (DRI) tests will be done to support the design and permitting which will be completed by Universal Engineering Services, Inc. 4Waters will incorporate these modifications into the 100% design documents with applicable standards and specifications.

The roadway limits will be to the existing extent of the dirt roadway, it will not continue to SR80.

Permit fees will be paid directly by the Owner and are not included in this proposal. This proposal and proposed design are based on the current regulations for SFWMD. New stormwater treatment criteria go into effect December 28th, 2025; therefore, for current stormwater treatment criteria design must have an approved permit by this date. If the design requirements implemented by the SJRWMD change prior to the issuance of an ERP, the engineering design may be required to be altered to conform to the latest

criteria. 4Waters will provide an amendment to the existing signed proposal to include professional services of designing a civil set that conforms with the latest stormwater treatment criteria.

Task B: Paving and Grading Plan

Paving and grading plans outline the proposed reshaping of the land and the subsequent placement of pavement surfaces. These plans are crucial for the success of construction projects for the following reasons:

- Drainage and Erosion Control –
  - Grading ensures water flows away from buildings, preventing flooding and potential property damage.
  - Properly sloped surfaces help control stormwater runoff, reducing the risk of erosion and soil instability.
  - Efficient drainage also prevents the formation of puddles and standing water, which can create safety hazards.
- Structural Stability –
  - Grading provides a level base for foundations, ensuring they are stable and less susceptible to settling or cracking.
  - A stable base also supports pavement, preventing potholes, heaving, and other issues caused by inadequate support.
- Cost Savings –
  - Provides contractor with detailed instructions for pavement limits to mitigate the loss of benchmarks during construction.
  - Proper grading can prevent costly future repairs by addressing drainage and stability issues early on.
  - Efficient grading also minimizes the amount of soil that needs to be moved, potentially reducing earthwork costs.

The exact installation date of the roadways in the Zone B area is unknown, however, it is apparent that they have exceeded their useful life. Requiring the contractor to install the roadway to existing or better conditions--a City standard that was previously applied on the Zone A project--is not the best option for the community. 4Waters recognizes that this project will be closely watched by the community and the City wishes to maintain a positive perception. In order to set the project up for success it is recommended that a paving and grading plan be incorporated into the design to clearly define the way in which the contractor is responsible for installing the roadways. It is anticipated that 2" of asphalt will be required with a 2% cross slope and driveways will tie-in as best possible for smooth transition onto private property. The drawings associated with the paving and grading plans will be incorporated into Task D.

Task C: Watermain on East Washington Street

At a recent site visit a watermain was identified by City staff on the north side of East Washington. It was requested that the current design be reevaluated to determine if the proposed watermain and gravity main requires adjustment to allow for continued water service during construction. East Washington is a dead-end street with a narrow right-of-way, therefore understanding the location of utilities in the area will allow for ease of construction and limit the time the residences are impacted by the roadway closures.

4Waters proposes to have AIM Engineering & Surveying, Inc (AIM) perform subsurface utility locates (SUE) Level-B to determine the location of the existing watermain and other existing utilities along this roadway. 4Waters will conduct a site visit to briefly verify the data and information provided by AIM. Any comments or questions will be submitted to AIM for response or additional data collection as necessary. This

information will be used to adjust the design as necessary and will be incorporated into Task D. AIMs proposal is provided at the end of this document for reference.

Task D: City Standard Changes – 100% Redesign

4Waters understands that the City is currently utilizing the Lee County standards and is in the process of adopting new City standards. The original scope of work included the use of outdated standards that are no longer representative of City regulations. Design standards allow a utility to meet regulatory compliance requirements, promote efficiency and consistency for operations staff, ensure safety, provide system cost effectiveness, and are crucial for building safe and reliable infrastructure while protecting the environment and residents.

To this end, 4Waters proposes updating the current 100% design drawings and specifications to reflect the new City standards. Additionally, changes will need to be made to the engineer's opinion of probable cost and updates to the permitting documentation required by FDEP. It is understood that the Lee County standards will be the template with minor modifications. 4Waters will coordinate with City and operations staff to ensure appropriate design standards are being utilized. All above tasks will be incorporated into Task D.

For 100% design completion submittal, one (1) half size (11"x17") hard copy (signed and sealed by a Florida Registered Professional Engineer) and two (2) electronic copies (PDF and Word/Excel) of the final construction documents will be provided to the City.

Task E: Public Outreach Workshop

Resident buy-in concerning the need and goals of the project and required traffic control measures will be important in order to minimize community complaints during construction. 4Waters staff will facilitate one (1) project workshop during Task D to inform the public of the project and gain feedback on public concerns. 4Waters will prepare and provide workshop documents and materials for the public workshop. The workshop is intended to be a separate meeting from typical Commission meetings and will not be a formal PowerPoint presentation. The meeting will have map displays for residents to view the project area, understand impacts on traffic and proposed timelines. 4Waters staff will be available to answer questions and a full set of plans will be made available. 4Waters will also provide the City with the public notification language to be provided by the City to the residents.

Schedule and Professional Service Fees

We are available to begin work immediately upon execution of an agreement. Our proposed lump sum fee for the effort is $72,818.06. It is estimated that the fees will have the following breakdown:

City of LaBelle, Florida
Proposal for Professional Engineering Services
Zone B – 100% Redesign – City Standards and Roadway

Task Description	Project Manager $150.00 Hours $	Senior Engineer $135.00 Hours $	Design Engineer $110.00 Hours $	CAD Draft $75.00 Hours $	Admin-istrative $45.00 Hours $	Sub Consultants - AIM	Direct Costs	**Total Professional Service Fees**
Task A-1 Roadway Design – N Cypress Street (south of E Oklahoma Avenue)	4 $600.00	8 $1,080.00	12 $1,320.00	16 $1,200.00	0 $0.00	$2,000.00	$100.00	6,300.00
Task A-2 SFWMD Permitting and Drainage Calculations	6 $900.00	10 $1,350.00	16 $1,760.00	8 $600.00	2 $90.00	$0.00	$100.00	4,800.00
Task B Paving and Grading Plan	24 $3,600.00	32 $4,320.00	48 $5,280.00	64 $4,800.00	0 $0.00	$0.00	$200.00	18,200.00
Task C Watermain on East Washington Street	2 $300.00	4 $540.00	0 $0.00	0 $0.00	2 $90.00	$3,448.06	$350.00	4,728.06
Task D-1 City Standard Changes – 100% Redesign	24 $3,600.00	32 $4,320.00	64 $7,040.00	80 $6,000.00	0 $0.00	$0.00	$350.00	21,310.00
Task D-3 City Standard Changes – 100% Redesign Cost Estimate	4 $600.00	6 $810.00	12 $1,320.00	0 $0.00	0 $0.00	$0.00	$0.00	2,730.00
Task D-3 City Standard Changes – 100% Redesign Specificiations	8 $1,200.00	16 $2,160.00	24 $2,640.00	0 $0.00	8 $360.00	$0.00	$0.00	6,360.00
Task D-4 City Standard Changes – 100% Redesign Permitting	4 $600.00	10 $1,350.00	0 $0.00	16 $1,200.00	0 $0.00	$0.00	$0.00	3,150.00
Task E Public Outreach Meeting	4 $600.00	24 $3,240.00	4 $440.00	0 $0.00	8 $360.00	$0.00	$600.00	5,240.00
TOTAL	80 **$12,000.00**	142 **$19,170.00**	180 **$19,800.00**	184 **$13,800.00**	20 **$900.00**	**$5,448.06**	**$1,700.00**	**72,818.06**

We appreciate this opportunity to work with the City. If you have any questions, please contact me at lconstantino@4weng.com or (904) 414-2400 Ext. 52.

With best regards,
Four Waters Engineering, Inc.

Laura C. Constantino

Laura C. Constantino, MSE
Project Manager

FOUR WATERS ENGINEERING, INC.

By_____
Laura Constantino, MSE

Title Principal

Date_____

CITY OF LABELLE

By_____

Print Name and Title_____

Date_____

CITY OF LABELLE

By_____

Print Name and Title_____

Date_____

AIM Engineering & Surveying, Inc.

Corporate Office
2161 Fowler Street
Suite 100
Fort Myers, FL 33901

239-332-4569
800-226-4569
www.aimengr.com

Successfully providing our clients and the community with quality planning, engineering and surveying since 1980.

July 17, 2025

Laura C. Constantino, MSE
GIS/Engineering Manager,
Four Waters Engineering, Inc.
324 6th Ave North
Jacksonville, FL 32250
lconstantino@4weng.com

Dear Ms. Constantino,

RE: City of Labelle Water Main Locating-Washington Ave

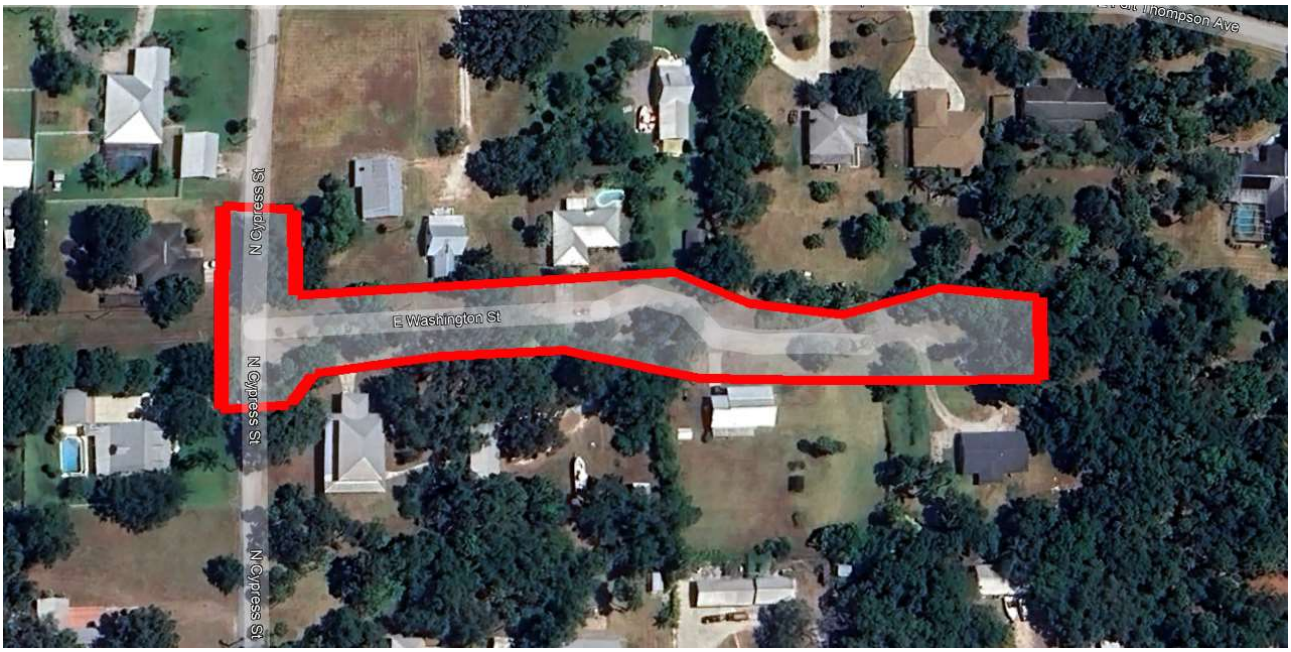
SCOPE OF SERVICES (SUE):

- Perform SUE Quality Level-B (designates) along E. Washington Ave, east of N. Cypress St. as needed to determine location of existing water main and other existing utilities within the project area (see project area map attached).
- Perform an estimated 2 SUE Quality Level-A test holes for verification of utility size, type, material, size and elevation on detected utilities to ensure positive ID.
- Provide photos of all utilities exposed during SUE activities (when possible, based on ground water)
- Perform survey collection of SUE data and provide CADD delivery of information and test hole data sheet.

SCHEDULE OF WORK: Work will begin within 10 days of NTP and will be completed within 15 days of NTP.

PROFESSIONAL FEES: $3,448.06

PROJECT AREA:



CLOSING

Thank you for the opportunity to provide these Professional Subsurface Utility Engineering Services. If there are any questions, please do not hesitate to contact the undersigned.

We look forward to working with you now and in the future.

Sincerely,

Grant Fichter
Survey Manager, AIM Engineering & Surveying Inc.
239-872-2625
gfichter@aimengr.com

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
001-311-1000	AD VALOREM TAXES	**1,974,388.00**	**1,974,388.00**
001-311-1100	PENALTIES/INT. ON AD VALOREM TA	$ 2,000.00	$ 2,000.00
001-311-2000	PENALITIES;AD VAL./SPEC.DISTRICT	$ -	$ -
001-311-4000	SPECIAL DISTRICTS; POLICE	$ 340,000.00	$ 340,000.00
001-311-5000	SPECIAL DISTRICTS; RECREATION	$ 248,781.00	$ 248,781.00
001-311-6000	SPECIAL DISTRICTS;FIRE	$ 1,084,327.00	$ 1,084,327.00
001-311-7000	STREET LIGHTING FUND	$ 130,000.00	$ 130,000.00
	311 Total	**$ 3,779,496.00**	**$ 3,779,496.00**
001-312-4100	LOCAL OPTION GAS TAX	$ 325,000.00	$ 325,000.00
001-312-6000	LOCAL GOVT.INFRASTRUCTURE SURT	$ 703,202.00	$ 703,202.00
	312 Total	**$ 1,028,202.00**	**$ 1,028,202.00**
001-314-1000	UTILITY TAXES ELECTRIC	$ 290,824.00	$ 290,824.00
	314 Total	**$ 290,824.00**	**$ 290,824.00**
001-316-0000	**LOCAL BUSINESS TAX**	$ 11,000.00	$ 11,000.00
	316 TOTAL	**$ 11,000.00**	**$ 11,000.00**
001-321-0000	OCCUPATIONAL LICENSE		
	321 Total		
001-322-0000	BUILDING PERMITS	$ 185,000.00	$ 185,000.00
001-322-0001	PLANNING AND DEVELOPMENT	$ 37,500.00	$ 37,500.00
	322 Total	**$ 222,500.00**	**$ 222,500.00**
001-323-1000	FRANCHISE TAXES-ELECTRIC	438,480	438,480
001-323-1050	FRANCHISE FEES - WSI	7,500	7,500
001-323-2000	COMMUNICATION SERVICE TAX	215,000	215,000
001-323-4000	UTILITY TAXES-PROPANE	30,000	30,000
001-323-5000	FRANCHISE FEES	14,000	14,000
	323 Total	**$ 704,980.00**	**$ 704,980.00**
001-332-0001	FEDERAL FINANCIAL ASSISTANCE	$ 13,000.00	$ 13,000.00
	332 Total	**$ 13,000.00**	**$ 13,000.00**
001-334-1100	STATE FIRE MARSHALL GRANT	$ 4,100,000.00	$ 4,100,000.00
001-334-1500	FL DEPT OF COMMERCE	$ 2,000,000.00	$ 2,000,000.00
001-334-1600	FLA. DOT AGREEMENT	$ -	$ -
001-334-4900	STATE GRANT - DOT	$ -	$ -
001-334-8200	STATE GRANT - CIVIC CENTER TDC	$ -	$ -
001-334-9002	CDBG REVENUE	$ -	$ -
	334 Total	**$ 6,100,000.00**	**$ 6,100,000.00**
001-335-1210	MUNICIPAL REVENUE SHARING (MR	150,000	150,000
001-335-1220	STATE GAS TAX 8 CENT	40,000	40,000
001-335-1400	MOBILE HOME LICENSES	6,500	6,500
001-335-1500	BEVERAGE LICENSES	4,000	4,000
001-335-1800	LOCAL GOVT. 1/2 CENT SALES	225,000	225,000
	335 Total	**$ 425,500.00**	**$ 425,500.00**
001-341-9000	FEES MISCELLANEOUS	-	-
001-341-9002	FUEL TAX REFUND	4,000.00	4,000.00
001-341-9003	REZONING & VARIANCE FEES	$ -	$ -
	341 Total	**$ 4,000.00**	**$ 4,000.00**
001-342-2000	COUNTY PORTION OF FIRES	$ 1,819,978.00	$ 1,819,978.00
	342 Total	**$ 1,819,978.00**	**$ 1,819,978.00**

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
001-344-2000	CITY WHARF	16,000	16,000
001-344-7100	BOATER IMPROVEMENT GRANT	55,000.00	55,000.00
		$ 71,000.00	**$ 71,000.00**
001-346-4000	ANIMAL CONTROL-COUNTY	569,855	252,106
001-346-4001	ADOPTION/SPAY NEUTER FUND	4,000	4,000
001-346-4002	ADOPT/SPAY/NEUTER: AC EAST	2,000	
001-346-4100	FINES & CHARGES - A. CONTROL	5,000	5,000
001-346-4101	FINES/CHARGES: AC EAST	2,500	
	346 Total	**$ 583,355.00**	**$ 261,106.00**
001-347-5300	RENT-CIVIC CENTER	$ 65,000.00	$ 65,000.00
001-347-5304	CROWD MANAGEMENT	$ 6,500.00	$ 6,500.00
001-347-5301	CIVIC CENTER DEPOSITS	$ -	$ -
001-347-5302	HENDRY HOUSE DEPOSITS	$ -	$ -
001-347-5303	BARRON PARK DEPOSITS	$ -	$ -
	347 Total	**$ 71,500.00**	**$ 71,500.00**
001-351-1000	FINES & FORFEITURES	$ 30,000.00	$ 30,000.00
001-351-1100	FINES & FORFEITURES-OTHER	$ 1,000.00	$ 1,000.00
	351 Total	**$ 31,000.00**	**$ 31,000.00**
001-361-1000	INTEREST ON INVESTMENTS	$ 100,000.00	$ 100,000.00
	361 Total	**$ 100,000.00**	**$ 100,000.00**
001-364-2800	EQUIPMENT SALES	$ -	$ -
001-364-2900	LAND SALES	$ -	$ -
	364 Total	$ -	$ -
001-366-9000	OTHER CONTRIBUTION & DONATION	$ 15,000.00	$ 15,000.00
	366 Total	**$ 15,000.00**	**$ 15,000.00**
001-369-0000	MISCELLANEOUS REVENUE	$ -	$ -
001-369-1000	CITY BUS REVENUE	$ -	$ -
001-369-2000	CARES ACT REVENUE - LOCAL	$ -	$ -
001-369-3000	SETTLEMENTS	$ -	$ -
	369 Total	**$ -**	**$ -**
001-381-1000	SANITATION FUND-CITY PORTION	$ -	$ -
	381 Total	**$ -**	**$ -**
001-384-0000	LOAN PROCEEDS	$ -	$ -
	384 Total	**$ -**	**$ -**
001-399-9001	SALES TAX PAYABLE	$ -	$ -
001-399-9002	RADON TAX	$ -	$ -
001-399-9003	BUILDING SURCHARGE TAX	$ -	$ -
	399 Total	**$ -**	**$ -**
001-131.0410	DUE FROM WATER		
001-131.0420	DUE FROM SEWER		
FUND BALANCE XFER	FUND BALANCE TRANSFER: STREETS	$ 500,000.00	$ 500,000.00
FUND BALANCE XFER	FUND BALANCE TRANSFER: GENERAL	$ -	$ -
FUND BALANCE XFER	FUND BALANCE TRANSFER: GENERAL	$ 1,151,411.00	$ 1,151,411.00
	131 Total	**$ 1,651,411.00**	**$ 1,651,411.00**
	GENERAL FUND Revenue Total	**$ 16,922,746.00**	**$ 16,600,497.00**
	Change	***$ 322,249.00***	

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
Account Id	**Account Description**	**2025-2026**	**2025-2026**
001-510-511-0000	**COMMISSIONERS:**		
001-510-511-1000	COMMISSIONERS PERSONNEL SERVICES:		
001-510-511-1012	COMMISSIONERS SALARIES - REGULA	$ 51,425.00	$ 51,425.00
001-510-511-1014	OVERTIME	$ -	$ -
001-510-511-1021	SOCIAL SECURITY	$ 3,934.00	$ 3,934.00
001-510-511-1022	RETIREMENT CONTRIBUTIONS	$ 28,063.00	$ 28,063.00
001-510-511-1023	HEALTH INSURANCE	$ 43,590.00	$ 43,590.00
001-510-511-1024	WORKMENS COMP AND CASUALTY	$ 1,654.00	$ 1,654.00
001-510-511-3000	COMMISIONERS OPERATING EXPENDITURES:		
001-510-511-3030	ATTORNEY FEES	$ 152,000.00	$ 152,000.00
001-510-511-3031	PROFESSIONAL SERVICES	$ 126,000.00	$ 126,000.00
001-510-511-3032	ACCOUNTING & AUDIT FEES		
001-510-511-3034	CONTRACT SERVICES	$ 25,000.00	$ 25,000.00
001-510-511-3040	CONFERENCE TRAVEL AND PER DIEM	$ 20,000.00	$ 20,000.00
001-510-511-3041	COMMUNICATION SERVICES	$ 18,500.00	$ 18,500.00
001-510-511-3043	UTILITY SERVICES	$ 10,000.00	$ 10,000.00
001-510-511-3045	INSURANCE	$ 4,036.00	$ 4,036.00
001-510-511-3046	REPAIRS AND MAINTENANCE	$ 6,000.00	$ 6,000.00
001-510-511-3048	PROMOTIONAL ACTIVITY/ADVERTISE	$ 6,000.00	$ 6,000.00
001-510-511-3051	OFFICE SUPPLIES	$ 2,500.00	$ 2,500.00
001-510-511-3052	OPERATING SUPPLIES	$ 22,000.00	$ 22,000.00
001-510-511-3054	SUBSCRIPTIONS AND MEMBERSHIPS	$ 4,000.00	$ 4,000.00
001-510-511-6063	IMPR O/T BLDG	$ 15,000.00	$ 15,000.00
	TOTAL COMMISSION	**$ 539,702.00**	**$ 539,702.00**
001-510-512-0000	**EXECUTIVE:**		
001-510-512-1000	EXECUTIVE PERSONNEL SERVICES:		
001-510-512-1012	SALARIES	$ 233,528.00	$ 233,528.00
001-510-512-1014	OVERTIME	$ 2,500.00	$ 2,500.00
001-510-512-1021	SOCIAL SECURITY	$ 18,056.00	$ 18,056.00
001-510-512-1022	RETIREMENT CONTRIBUTION	$ 29,365.00	$ 29,365.00
001-510-512-1023	HEALTH, LIFE VISION DENTAL	$ 55,926.00	$ 55,926.00
001-510-512-1024	WORKMENS COMP AND CASUALTY	$ 495.00	$ 495.00
001-510-512-3000	EXECUTIVE OPERATING EXPENDITURES:		
001-510-512-3031	PROFESSIONAL SERVICES		
001-510-512-3032	ACCOUNTING AND AUDIT FEES		
001-510-512-3034	CONTRACT SERVICES	$ 60,500.00	$ 60,500.00
001-510-512-3040	CONFERENCE TRAVEL AND PER DIEM	$ 12,571.00	$ 12,571.00
001-510-512-3041	COMMUNICATION SERVICES	$ 5,000.00	$ 5,000.00
001-510-512-3042	FUEL	$ 3,589.00	$ 3,589.00
001-510-512-3043	UTILITY SERVICES	$ 4,000.00	$ 4,000.00
001-510-512-3045	INSURANCE	$ 13,271.00	$ 13,271.00

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
001-510-512-3046	REPAIR AND MAINTENANCE	$ 2,500.00	$ 2,500.00
001-510-512-3048	PROMOTIONAL ACTIVITY/ADVERTISE	$ 1,000.00	$ 1,000.00
001-510-512-3051	OFFICE SUPPLIES	$ 4,200.00	$ 4,200.00
001-510-512-3052	OPERATING SUPPLIES	$ 4,200.00	$ 4,200.00
001-510-512-3054	SUBSCRIPTIONS AND MEMBERSHIPS	$ 1,075.00	$ 1,075.00
	TOTAL EXECUTIVE	**$ 451,776.00**	**$ 451,776.00**
001-510-513-0000	**FINANCIAL: FINANCE DEPARTMENT**		
001-510-513-1000	FINANCIAL PERSONNEL SERVICES:		
001-510-513-1012	SALARIES	$ 237,864.00	$ 237,864.00
001-510-513-1014	OVERTIME	$ 2,000.00	$ 2,000.00
001-510-513-1021	SOCIAL SECURITY	$ 18,350.00	$ 18,350.00
001-510-513-1022	RETIREMENT CONTRIBUTION	$ 33,653.00	$ 33,653.00
001-510-513-1023	HEALTH, LIFE VISION DENTAL	$ 46,665.00	$ 46,665.00
001-510-513-1024	WORKMEN'S COMP AND PROP.CASU	$ 502.00	$ 502.00
001-510-513-3000	FINANCIAL OPERATING EXPENDITURES:		
001-510-513-3031	PROFESSIONAL SERVICES	$ 1,000.00	$ 1,000.00
001-510-513-3032	ACCOUNTING AND AUDITING FEES	$ 47,460.00	$ 47,460.00
001-510-513-3034	CONTRACT SERVICES	$ 16,000.00	$ 16,000.00
001-510-513-3040	CONFERENCE TRAVEL AND PER DIEM	$ 15,500.00	$ 15,500.00
001-510-513-3041	COMMUNICATION SERVICES	$ 2,000.00	$ 2,000.00
001-510-513-3042	FUEL	$ 100.00	$ 100.00
001-510-513-3043	UTILITY SERVICES	$ 3,800.00	$ 3,800.00
001-510-513-3045	INSURANCE	$ 13,463.00	$ 13,463.00
001-510-513-3046	REPAIRS AND MAINTENANCE	$ 1,000.00	$ 1,000.00
001-510-513-3048	PROMOTIONAL ACTIVITY/ADVERTISE	$ 500.00	$ 500.00
001-510-513-3050	ELECTION EXPENSE	$ 500.00	$ 500.00
001-510-513-3051	OFFICE SUPPLIES	$ 2,000.00	$ 2,000.00
001-510-513-3052	OPERATING SUPPLIES	$ 4,200.00	$ 4,200.00
001-510-513-3054	SUBSCRIPTIONS AND MEMBERSHIPS	$ 1,400.00	$ 1,400.00
001-510-513-4900	DISCOUNTS-AD VAL TAX	$ -	$ -
001-510-513-4959	TAX COLLECTOR FEE	$ 1,500.00	$ 1,500.00
001-510-513-4999	RESERVE FOR CONTINGENCIES		
	TOTAL FINANCE	**$ 449,457.00**	**$ 449,457.00**
001-520-521-0000	**LAW ENFORCEMENT:**		
001-520-521-1000	OPERATING EXPENDITURES:		
001-520-521-3041	COMMUNICATION SERVICES	$ 1,200.00	$ 1,200.00
001-520-521-3159	PROP. APPRAISER-COLLECT.CHRGS.	$ 2,500.00	$ 2,500.00
001-520-521-4440	SHERIFFS' CONTRACT	$ 444,800.00	$ 444,800.00
	TOTAL LAW ENFORCEMENT	**$ 448,500.00**	**$ 448,500.00**
001-520-522-0000	**FIRE DEPARTMENT:**		
001-520-522-1000	FIRE DEPARTMENT PERSONNEL SERVICES:		
001-520-522-1012	SALARIES	$ 1,024,026.00	$ 1,024,026.00
001-520-522-1014	FIRE OVERTIME	$ 60,000.00	$ 60,000.00
001-520-522-1015	DRILLS/MEETINGS	$ 4,400.00	$ 4,400.00
001-520-522-1016	VOLUNTEER FIRE	$ 120,000.00	$ 120,000.00

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
001-520-522-1017	OFFICER PAY	$ 12,000.00	$ 12,000.00
001-520-522-1019	SICK		
001-520-522-1021	SOCIAL SECURITY	$ 95,275.00	$ 95,275.00
001-520-522-1022	RETIREMENT CONTRIBUTION	$ 435,899.00	$ 435,899.00
001-520-522-1023	HEALTH INSURANCE	$ 216,380.00	$ 216,380.00
001-520-522-1024	WORKERS COMP AND CASUALTY	$ 74,521.00	$ 74,521.00
001-520-522-3031	PROFESSIONAL SERVICES	$ 5,500.00	$ 5,500.00
001-520-522-3034	CONTRACT SERVICES	$ 100,000.00	$ 100,000.00
001-520-522-3040	CONFERENCE TRAVEL AND PER DIEM	$ 25,000.00	$ 25,000.00
001-520-522-3041	COMMUNICATION SERVICES	$ 15,000.00	$ 15,000.00
001-520-522-3042	FUEL	$ 25,000.00	$ 25,000.00
001-520-522-3043	UTILITY SERVICES	$ 20,000.00	$ 20,000.00
001-520-522-3044	UNIFORMS		
001-520-522-3045	INSURANCE	$ 65,188.00	$ 65,188.00
001-520-522-3046	REPAIRS & MAINTENANCE	$ 80,000.00	$ 80,000.00
001-520-522-3048	PROMOTIONAL ACTIVITY/ADVERTISE	$ 350.00	$ 350.00
001-520-522-3051	OFFICE SUPPLIES	$ 20,000.00	$ 20,000.00
001-520-522-3052	OPERATING SUPPLIES	$ 220,000.00	$ 220,000.00
001-520-522-3054	SUBSCRIPTIONS AND MEMBERSHIPS	$ 2,000.00	$ 2,000.00
001-520-522-3159	PROPERTY APPRAISER	$ 2,650.00	$ 2,650.00
001-520-522-4999	FIRE: RESERVE FOR CONTINGENCY	$ 251,575.00	$ 251,575.00
001-520-522-6000	FIRE DEPARTMENT CAPITAL OUTLAY:		
001-520-522-6064	CAPITAL OUTLAY - EQUIPMENT	$ 2,150,000.00	$ 2,150,000.00
001-520-522-6062	GRANT EXPENSES/BLDG	$ 2,000,000.00	$ 2,000,000.00
001-520-522-7000	FIRE DEPARTMENT DEBT SERVICE:		
001-520-522-7075	DEBT SERVICE-FIRE TRUCK	$ 60,500.00	$ 60,500.00
	TOTAL FIRE DEPT.	**$ 7,085,264.00**	**$ 7,085,264.00**
001-520-524-0000	**BUILDING & CODE ENFORCEMENT**		
001-520-524-1000	PROTECTIVE INSPECTIONS PERSONNEL SERVICE		
001-520-524-1012	SALARIES	388,880.00	388,880.00
001-520-524-1014	OVERTIME	3,500.00	3,500.00
001-520-524-1021	SOCIAL SECURITY	30,017.00	30,017.00
001-520-524-1022	RETIREMENT	76,568.00	76,568.00
001-520-524-1023	HEALTH INSURANCE	78,762.00	78,762.00
001-520-524-1024	WORKERS COMPENSATION	4,004.00	4,004.00
001-520-524-3000	PROTECTIVE INSPECTIONS OPERATING EXP:		
001-520-524-3030	PROFESSIONAL SERVICES		
001-520-524-3031	PROFESSIONAL SERVICES	$ 38,500.00	$ 38,500.00
001-520-524-3034	CONTRACT SERVICES	$ 143,000.00	$ 143,000.00
001-520-524-3040	CONFERENCES TRAVEL AND PER DIEM	$ 11,000.00	$ 11,000.00
001-520-524-3041	COMMUNICATION SERVICES	$ 7,500.00	$ 7,500.00
001-520-524-3042	FUEL	$ 3,000.00	$ 3,000.00
001-520-524-3043	UTILITY SERVICES	$ 3,500.00	$ 3,500.00
001-520-524-3045	INSURANCE	$ 20,721.00	$ 20,721.00
001-520-524-3046	REPAIR & MAINT/DEMO	$ 5,000.00	$ 5,000.00
001-520-524-3048	PROMOTIONAL ACTIVITY/ADVERTISE	$ 7,000.00	$ 7,000.00

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
001-520-524-3051	OFFICE SUPPLIES	$ 3,000.00	$ 3,000.00
001-520-524-3052	OPERATING SUPPLIES	$ 7,500.00	$ 7,500.00
001-520-524-3054	SUBSCRIPTIONS AND MEMBERSHIPS	$ 1,500.00	$ 1,500.00
001-520-524-6064	CAPITAL - EQUIPMENT	$ 7,500.00	$ 7,500.00
	TOTAL BUILDING/CODE ENF	**$ 840,452.00**	**$ 840,452.00**
001-525-525-1000	**CONTINGENCY/RESERVE/DISASTER**		
001-525-525-1012	SALARIES		
001-525-525-1021	SOCIAL SECURITY		
001-525-525-1022	RETIREMENT		
001-525-525-3034	CONTRACT SERVICES		
001-525-525-3046	REPAIRS AND MAINTENANCE		
001-525-525-4999	CONTINGENCY/RESERVE/DISASTER	$ 1,542,128.00	$ 1,478,533.00
	TOTAL CONTINGENCY/RESERVE	**$ 1,542,128.00**	**$ 1,478,533.00**
001-540-541-0000	**ROADS & STREETS:**		
001-540-541-1000	ROADS & STREETS PERSONNEL SERVICES:		
001-540-541-1012	SALARIES	$ 459,868.00	$ 459,868.00
001-540-541-1014	STREETS OVERTIME	$ 10,000.00	$ 10,000.00
001-540-541-1021	SOCIAL SECURITY	$ 35,945.00	$ 35,945.00
001-540-541-1022	RETIREMENT CONTRIBUTION	$ 59,923.00	$ 59,923.00
001-540-541-1023	HEALTH INSURANCE	$ 144,922.00	$ 144,922.00
001-540-541-1024	WORKMEN'S COMPENSATION AND F	$ 53,603.00	$ 53,603.00
001-540-541-3000	ROADS & STREETS OPERATING EXPENDITURES:		
001-540-541-3031	PROFESSIONAL SERVICES	-	-
001-540-541-3034	CONTRACT SERVICES	15,000.00	15,000.00
001-540-541-3040	CONFERENCE TRAVEL AND PER DIEM	2,500.00	2,500.00
001-540-541-3041	COMMUNICATION SERVICES	7,500.00	7,500.00
001-540-541-3042	FUEL	30,000.00	30,000.00
001-540-541-3043	UTILITY SERVICES	225,000.00	225,000.00
001-540-541-3044	UNIFORMS		
001-540-541-3045	INSURANCE	$ 53,674.00	$ 53,674.00
001-540-541-3046	REPAIRS AND MAINTENANCE	$ 75,000.00	$ 75,000.00
001-540-541-3047	STREET & SIDEWALK MAINT		
001-540-541-3051	OFFICE SUPPLIES	$ 500.00	$ 500.00
001-540-541-3052	OPERATING SUPPLIES	$ 55,000.00	$ 55,000.00
001-540-541-3053	ROAD MATERIALS AND SUPPLIES	$ 30,000.00	$ 30,000.00
001-540-541-3054	SUBSCRIPTIONS AND MEMBERSHIPS	$ 1,000.00	$ 1,000.00
001-540-541-3159	PROP. APPRAISER-COLLECT.CHRGS.	$ 700.00	$ 700.00
001-540-541-6000	CAPITAL OUTLAY:		
001-540-541-6064	CAPITAL - EQUIPMENT	$ 112,198.00	$ 112,198.00
001-540-541-7075	DEBT SERVICE	$ 28,000.00	$ 28,000.00
	TOTAL STREETS	**$ 1,400,333.00**	**$ 1,400,333.00**
001-550-000-0000	CAPITAL EXPENDITURES:		
	000 Total		
001-550-513-6000	CAPITAL EXPENDITURES FINANCE/ADMIN:		

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
001-550-513-6062	BUILDING-CITY HALL	$ 70,000.00	$ 70,000.00
001-550-513-6064	EQUIPMENT-ADMINISTRATION	$ 10,000.00	$ 10,000.00
	513 Total	**$ 80,000.00**	**$ 80,000.00**
001-550-519-6000	CAPITAL EXPENDITURES OTR GEN'L GOVT SERV		
001-550-519-6064	EQUIPMENT-OTHER		
	519 Total		
001-550-539-6000	CAPITAL EXPENDITURES OTR PHYSICAL ENVIRO		
001-550-539-6062	BUILDING-CIVIC CENTER		
001-550-539-6064	EQUIPMENT		
	539 Total		
001-550-541-6000	CAPITAL EXPENDITURES ROADS AND STREETS:		
001-550-541-6060	CAPITAL OUTLAY - STREET PAVING	$ 500,000.00	$ 500,000.00
001-550-541-6062	BUILDING-WAREHOUSE		
001-550-541-6063	IMPROVEMENT OTHER THAN BLDG - ST PAVING		
001-550-541-6064	EQUIPMENT-STREETS		
	541 Total	**$ 500,000.00**	**$ 500,000.00**
001-550-560-6000	CAPITAL EXPENDITURES HUMAN SER	$ 2,000,000.00	$ 2,000,000.00
	560 Total	**$ 2,000,000.00**	**$ 2,000,000.00**
001-550-572-6000	CAPITAL EXPENDITURES PARKS AND RECREATIO		
001-550-572-6062	LAND-CULTURE AND RECREATION	$ 35,000.00	$ 35,000.00
001-550-572-6063	IMP. O/T BLDG-PARKS AND REC	$ 36,000.00	$ 36,000.00
001-550-572-6064	EQUIPMENT-PARKS AND RECREATION		
	572 Total	**$ 71,000.00**	**$ 71,000.00**
	TOTAL OTHER CAPITAL	**$ 2,651,000.00**	**$ 2,651,000.00**
001-560-562-0000	**ANIMAL CONTROL**		
001-560-562-1000	HEALTH SERVICES PERSONNEL SERVI	$ -	$ 38,799.00
001-560-562-1012	SALARIES	$ 206,274.00	$ 233,574.00
001-560-562-1014	ANIMAL CONTROL-OVERTIME	$ 20,920.00	$ 20,920.00
001-560-562-1015	ON CALL	$ 27,300.00	
001-560-562-1021	SOCIAL SECURITY	$ 19,469.00	$ 19,469.00
001-560-562-1022	RETIREMENT CONTRIBUTION	$ 35,705.00	$ 35,705.00
001-560-562-1023	HEALTH INSURANCE	$ 68,024.00	$ 68,024.00
001-560-562-1024	WORKMEN'S COMP AND PROP.CASU	$ 3,215.00	$ 6,923.00
001-560-562-3000	HEALTH SERVICES OPERATING EXPENDITURES:		
001-560-562-3031	PROFESSIONAL SERVICES	$ 4,000.00	$ 4,000.00
001-560-562-3034	CONTRACT SERVICES	$ 10,000.00	$ 10,000.00
001-560-562-3040	CONFERENCE TRAVEL & PER DIEM	$ 6,600.00	$ 6,600.00
001-560-562-3041	COMMUNICATION SERVICES	$ 6,800.00	$ 6,800.00
001-560-562-3042	FUEL	$ 23,112.00	$ 23,112.00
001-560-562-3043	UTILITY SERVICES	$ 4,000.00	$ 4,000.00
001-560-562-3045	INSURANCE	$ 10,790.00	$ 16,079.00
001-560-562-3046	REPAIRS & MAINTENANCE	$ 10,000.00	$ 10,000.00
001-560-562-3051	OFFICE SUPPLIES	$ 1,500.00	$ 1,500.00
001-560-562-3052	OPERATING SUPPLIES	$ 9,500.00	$ 9,500.00
001-560-562-3054	SUBSCRIPTIONS AND MEMBERSHIPS	$ 500.00	$ 500.00
001-560-562-6000	CAPITAL OUTLAY		

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
001-560-562-6063	IMPROVE OTHER THAN BLDG.	$ -	$ -
001-560-562-6064	BLDG/EQ -ANIMAL CONTROL		
	TOTAL ANIMAL CONTROL	**$ 467,709.00**	**$ 515,505.00**
001-560-569-0000	**ANIMAL CONTROL - EAST COUNTY**		
001-560-569-1012	SALARIES	**$ 122,985.00**	
001-560-569-1014	OVERTIME	**$ 16,716.00**	
001-560-569-1015	ON CALL	**$ 27,300.00**	
001-560-569-1021	SOCIAL SECURITY	**$ 12,776.00**	
001-560-569-1022	RETIREMENT CONTRIBUTION	**$ 23,431.00**	
001-560-569-1023	LIFE AND HEALTH INSURANCE	**$ 26,915.00**	
001-560-569-1024	WORKERS COMPENSATION	**$ 4,106.00**	
001-560-569-3000	ANIMAL CONTROL EAST: OPERATING		
001-560-569-3031	PROFESSIONAL SERVICES	**$ 2,400.00**	
001-560-569-3034	CONTRACT SERVICES	**$ 9,000.00**	
001-560-569-3035	MISC - AC EAST	**$ 6,389.00**	
001-560-569-3040	CONFERENCE TRAVEL & PER DIEM	**$ 2,614.00**	
001-560-569-3041	COMMUNICATION SERVICES	**$ 5,467.00**	
001-560-569-3042	FUEL	**$ 18,582.00**	
001-560-569-3043	UTILITY SERVICES	**$ 1,584.00**	
001-560-569-3045	INSURANCE	**$ 6,347.00**	
001-560-569-3046	REPAIR AND MAINTENANCE	**$ 7,200.00**	
001-560-569-3051	OFFICE SUPPLIES	**$ 2,400.00**	
001-560-569-3052	OPERATING SUPPLIES	**$ 10,038.00**	
001-560-569-3054	SUBSCRIPTIONS AND MEMBERSHIPS	**$ 200.00**	
	TOTAL ANIMAL CONTROL - EAST COUNTY	**$ 306,450.00**	
001-570-000-0000	CULTURE/RECREATION:		
001-570-572-0000	**PARKS AND RECREATION:**		
001-570-572-1000	PARKS AND RECREATION PERSONNEL SERVICES:		
001-570-572-1012	SALARIES	$ 69,290.00	$ 69,290.00
001-570-572-1014	PARKS OVERTIME		
001-570-572-1021	SOCIAL SECURITY	$ 5,301.00	$ 5,301.00
001-570-572-1022	RETIREMENT CONTRIBUTION	$ 9,721.00	$ 9,721.00
001-570-572-1023	HEALTH INSURANCE	$ -	$ -
001-570-572-1024	WORKMEN'S COMP AND PROP.CASU	$ 6,825.00	$ 6,825.00
001-570-572-3034	CONTRACT SERVICES	$ 3,500.00	$ 3,500.00
001-570-572-3035	MISCELLANEOUS	$ -	$ -
001-570-572-3041	COMMUNICATION SERVICES	$ -	$ -
001-570-572-3042	FUEL	$ 2,000.00	$ 2,000.00
001-570-572-3043	UTILITY SERVICES	$ 49,500.00	$ 49,500.00
001-570-572-3045	INSURANCE	$ 17,763.00	$ 17,763.00
001-570-572-3046	REPAIRS & MAINTENANCE	$ 21,500.00	$ 21,500.00
001-570-572-3052	OPERATING SUPPLIES	$ 3,500.00	$ 3,500.00
001-570-572-3054	SUBSCRIPTIONS AND MEMBERSHIPS	$ -	$ -
001-570-572-3109	WEST HENDRY CO-SPECIAL DISTRICT	$ 230,375.00	$ 230,375.00
001-570-572-3159	COLLECT CHARGS-PROP.APPRAISER	$ 1,000.00	$ 1,000.00
001-570-572-6063	IMP. O/T BLDG-PARKS AND REC	$ 55,000.00	$ 55,000.00

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
001-570-575-6063	EQUIPMENT - CIVIC CENTER	$ 40,000.00	$ 40,000.00
001-570-575-7272	CIVIC CENTER USDA LOAN INTEREST	$ 13,600.00	$ 13,600.00
	TOTAL PARKS & REC	**$ 528,875.00**	**$ 528,875.00**
	SPECIAL EVENTS:		
001-570-574-1000	SPECIAL EVENTS PERSONNEL SERVICES:		
001-570-574-4440	CHRISTMAS EXPENSE	$ 22,000.00	$ 22,000.00
001-570-574-4442	SCF & 4TH JULY EXPENSE	$ 30,000.00	$ 30,000.00
001-570-574-4443	SPECIAL EVENTS - OTHER	$ 25,000.00	$ 25,000.00
	TOTAL SPEC EVENTS	**$ 77,000.00**	**$ 77,000.00**
001-570-580-3000	**GRANTS OPERATING EXP:**		
001-570-580-3183	PROFESSIONAL SERVICES - GRANTS	$ 17,000.00	$ 17,000.00
	TOTAL GRANTS	**$ 17,000.00**	**$ 17,000.00**
001-590-000-0000	**OTHER NON-OPERATING DISBURSEMENTS:**		
001-590-541-4443	AREA HOUSING AUTHORITY	$ 6,600.00	$ 6,600.00
001-590-541-4444	DONATIONS/OTHER	$ 26,000.00	$ 26,000.00
001-590-541-4445	DONATIONS-DAV	$ 2,000.00	$ 2,000.00
001-590-541-4446	DONATION-LABELLE HERITAGE MUSE	$ 16,500.00	$ 16,500.00
001-590-541-4447	DONATION-LDRC - DOWNTOWN REV	$ 21,000.00	$ 21,000.00
001-590-541-4449	BARRON LIBRARY DONATION	$ 45,000.00	$ 45,000.00
001-590-541-4450	FOURTH OF JULY DONATION-CITY PORTION		
	TOTAL DONATIONS	**$ 117,100.00**	**$ 117,100.00**
	000 Total		
	GENERAL FUND		
	PROPOSED EXPENSE	***$ 16,922,746.00***	***$ 16,600,497.00***
	PROPOSED REVENUE	**$ 16,922,746.00**	**$ 16,600,497.00**
	NET SURPLUS (DEFICIT)	**$ -**	**$ -**

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
WATER	**WATER 041**		
Account Id	**Account Description**		
041-220-1000	WATER DEPOSITS	32,000	32,000
041-220-1100	WATER DEPOSITS -Capacity Access	55,600	55,600
	220 Total	**87,600**	**87,600**
041-341-9000	FEES MISCELLANEOUS	20,000	20,000
	341 Total	**20,000**	**20,000**
041-343-3100	WATER SALES	3,600,000	3,600,000
041-343-3200	CONNECTION FEES	-	-
041-343-3300	TURN ON FEES	10,000	10,000
041-343-3400	CAPACITY ACCESS	100,000	100,000
041-343-9002	WTR/NSF	3,500	3,500
	343 Total	**3,713,500**	**3,713,500**
041-361-1000	INTEREST ON INVESTMENTS	10,000	10,000
	361 Total	**10,000**	**10,000**
041-343-6000	FDEM GRANT & DEP GRANT	3,500,000	3,500,000
041-331-3100	FEDERAL GRANTS	387,990	387,990
	369 Total	**3,887,990**	**3,887,990**
041-390-3990	LESS EARMARKED FUNDS		
	390 Total		
	WATER FUND Revenue Total	**7,719,090**	**7,719,090**
041-535-533-0000	TREATMENT PLANT:		
041-535-533-1000	TREATMENT PLANT PERSONNEL SERVICES:		
041-535-533-1012	SALARIES	461,462	461,462
041-535-533-1014	OVERTIME	30,000	30,000
041-535-533-1021	SOCIAL SECURITY	37,597	37,597
041-535-533-1022	RETIREMENT CONTRIBUTION	66,328	66,328
041-535-533-1023	LIFE AND HEALTH INSURANCE	132,106	132,106
041-535-533-1024	WORKERS COMPENSATION	46,291	46,291
	PERSONNEL COSTS	**773,784**	**773,784**
041-535-533-3000	TREATMENT PLANT OPERATING EXPENDITURES:		
041-510-513-3031	ATTORNEY FEES & EXPENSE	15,000	15,000
041-510-513-3035	MISCELLANEOUS	500	500
041-510-513-3040	CONFERENCE TRAVEL AND PER DIEM	2,000	2,000
041-535-533-3030	PROFESSIONAL SERVICES		
041-535-533-3031	PROFESSIONAL SERVICES	1,040,187	1,040,187
041-535-533-3034	CONTRACT SERVICES	29,570	29,570
041-535-533-3041	COMMUNICATIONS	15,603.00	15,603.00
041-535-533-3042	FUEL	5,150.00	5,150.00
041-535-533-3043	UTILITY SERVICES	185,975.00	185,975.00
041-535-533-3045	INSURANCE	$ 211,591.00	$ 211,591.00
041-535-533-3051	OFFICE SUPPLIES	5,501.00	5,501.00
041-535-533-3052	OPERATING SUPPLIES	77,974.00	77,974.00
041-535-533-3054	SUBSCRIPTIONS & MEMBERSHIPS	1,793.00	1,793.00

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
041-535-533-3146	REPAIR AND MAINTENANCE	170,173	170,173
041-536-533-3146	REPAIRS & MAINTENANCE-FAC. & E	40,000	40,000
041-535-533-6064	CAPITAL OUTLAY		
041-560-533-5900	DEPRECIATION EXPENSE		
	OPERATING EXPENSES	**1,801,017**	**1,801,017**
041-538-533-7000	DEBT SERVICE:	278,560	278,560
041-538-533-7272	BOND INTEREST EXPENSE	301,956	301,956
	DEBT SERVICE:	**580,516**	**580,516**
041-550-533-6000	CAPITAL EXPENDITURES CAPITAL OUTLAY:		
041-550-533-6064	CAPITAL OUTLAY - EQUIPMENT	100,000	100,000
041-550-533-6063	IMPROVE OTHER THAN BLDG.	3,887,990	3,887,990
	CAPITAL OUTLAY	**3,987,990**	**3,987,990**
041-510-513-4999	OTHER USES:	421,556	421,556
	TRANSFER TO SEWER	154,227	154,227
	RESERVES/TRANSFERS	**575,783**	**575,783**
041-580-581-8300	CASH CARRY-OVER		
	581 Total		
041-580-591-9094	LESS EARMARKED FUNDS		
	580 Total		
	WATER FUND Expenditure Total	**7,719,090**	**7,719,090**
	REVENUES	***7,719,090***	***7,719,090***
	Net income	**-**	**-**

SEWER

SEWER 042

Account Id	*Account Description*	2025-2026	2025-2026
042-220-1000	SEWER DEPOSITS	15,000	15,000
042-220-1100	SEWER DEPOSITS - IMPACT FEES	30,000	30,000
	220 Total	**45,000**	**45,000**
042-343-3400	CAPITAL OUTLAY	50,000	50,000
042-343-5100	SEWER USER FEES	1,400,000	1,400,000
042-343-5200	SEWER DUMPING FEES	100,000	100,000
042-343-5500	SEWER CONNECTION FEES	10,000	10,000
042-343-5600	GREENTREE/WASTE WATER FEES		
	343 Total	**1,560,000**	**1,560,000**
042-361-1000	INTEREST ON INVESTMENTS	-	-
	361 Total		
042-369-0000	MISCELLANEOUS REVENUE		
042-369-3000	SETTLEMENTS		
	369 Total		
	TRANSFER IN-WATER FUND	154,227	154,227
	RESERVES/TRANSFERS	**154,227**	**154,227**
042-384-1000	STATE APPROPRIATION-RUS GRANT	3,500,000	3,500,000
042-331-3500	FEDERAL GRANTS	430,950	430,950
042-384-2000	DEBT PROCEEDS	-	-
	384 Total	**3,930,950**	**3,930,950**

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
	SEWER FUND Revenue Total	5,690,177	**5,690,177**
042-525-535-0000	SEWAGE COLLECTION:		
042-525-535-1000	SEWAGE COLLECTION PERSONNEL SERVICES:		
042-525-535-1012	SALARIES	114,217	114,217
042-525-535-1014	OVERTIME	20,600	20,600
042-525-535-1021	SOCIAL SECURITY	10,314	10,314
042-525-535-1022	RETIREMENT CONTRIBUTION	16,290	16,290
042-525-535-1023	LIFE AND HEALTH INSURANCE	9,852	9,852
042-525-535-1024	WORKERS COMPENSATION		
	PERSONNEL COSTS	**171,273**	**171,273**
042-525-535-3000	SEWAGE COLLECTION OPERATING EXPENDITURES		
042-525-535-3030	PROFESSIONAL SERVICES		
042-510-513-3031	ATTORNEY FEES & EXPENSE	15,000	15,000
042-525-535-3031	PROFESSIONAL SERVICES	1,020,933	1,020,933
042-525-535-3033	ENGINEER FEES AND EXPENSE		
042-525-535-3034	CONTRACT SERVICES	4,077	4,077
042-525-535-3043	UTILITIES/LIFT STATION	139,731	139,731
042-525-535-3045	INSURANCE	$ 56,483.00	$ 56,483.00
042-525-535-3048	SEWAGE COLLECTI PROMOTIONAL A	82	82
042-525-535-3051	OFFICE SUPPLIES	3,030	3,030
042-525-535-3052	OPERATING SUPPLIES	61,278	61,278
042-525-535-3146	REPAIR AND MAINTENANCE	50,045	50,045
042-560-535-6900	DEPRECIATION		
	OPERATING EXPENSES	**1,350,659**	**1,350,659**
042-538-533-7000	DEBT SERVICE:	131,000	131,000
042-538-533-7272	BOND PRINCIPAL/INTEREST EXPENS	56,295	56,295
	DEBT SERVICE:	**187,295**	**187,295**
042-550-533-0000	CAPITAL EXPENDITURES:		
042-550-533-6000	CAPITAL EXPENDITURES CAPITAL OUTLAY:		
042-525-535-6064	CAPITAL OUTLAY	3,930,950	3,930,950
042-550-533-6063	IMPROVE OTHER THAN BLDG.		
042-550-533-6064	EQUIPMENT	50,000	50,000
042-550-533-6100	SEWER HOOK-UPS		
	CAPITAL OUTLAY	**3,980,950**	**3,980,950**
042-580-000-0000	OTHER USES:		
	000 Total		
042-580-591-9094	LESS EARMARKED FUNDS		
	580 Total		
	SEWER FUND Expenditure Total	5,690,177	**5,690,177**
	REVENUES	*5,690,177*	***5,690,177***
	Net income	-	**-**

GARBAGE

SANITATION 043

Account Id	*Account Description*		
043-220-1000	GARBAGE DEPOSITS	16,000	16,000

Account Id	Account Description	2025-2026 Amended 10/11/2025	2025-2026 5.0 Mil
	220 Total	**16,000**	**16,000**
043-343-4341	REFUSE COLLECTION	1,142,000	1,142,000
	343 Total	1,142,000	1,142,000
043-361-1000	INTEREST ON INVESTMENTS		
	361 Total		
	SANITATION OPERATION FUND Rev	**1,158,000**	**1,158,000**
	$ -		
043-000-000-0000	SANITATION OPERATION FUND		
	000 Total		
043-539-534-9091	GENERAL FUND-CITY PORTION		
	539 Total		
043-555-534-3051	OFFICE SUPPLIES		
043-555-534-3134	GARBAGE FEES	1,090,000	1,090,000
	555 Total	**1,090,000**	**1,090,000**
043-580-581-8300	CASH FORWARD(RESERVE)	68,000	68,000
	580 Total		
	SANITATION OPERATION FUND Exp	**1,158,000**	**1,158,000**

EXPENDITURES and CASH OUTFLOWS	**$**	**14,567,267**	**$**	**14,567,267**
REVENUES AND CASH INFLOWS	**$**	**14,567,267**	**$**	**14,567,267**
Net cash in/(out)	**$**	**-**	**$**	**-**

City of LaBelle
Animal Control
FY2026 Budget

WEST COUNTY BUDGET ADJUSTMENTS

Budget adjustments to allocate costs to East County
- Reduced revenue for County contribution for Doug M's allocated salary
- Reduced personnel costs for Doug's allocated salary
- Reduced worker's comp exp for allocation to East County
- Reduced liability ins premium for allocation to East County

EAST COUNTY BUDGET ADJUSTMENTS

Budget adjustments to agree to fixed fee reimbursement
- Updated personnel costs for Tyler M + 5% of original budget
- Updated operating expenses by 20% + $200 for membership fees
- Net margin of 10% for allocated Admin and OH costs
- (Actual expenditures to be reviewed after 9 mos)

		FY2026		EAST COUNTY		
	TYPE	**TOTAL**	***West Cty***	***East Cty Budget***	***Adj/Buffer***	***Original***
REVENUES	OPERATING	13,500.00	*9,000.00*	*4,500.00*		*4,500.00*
	BOCC CONTRIBUTION	569,855.00	*233,855.00*	*336,000.00*	*73,963.00*	*262,037.00*
	CAPITAL GRANT	2,000,000.00	*2,000,000.00*	-		-
	TOTAL REVENUE	**2,583,355.00**	***2,242,855.00***	***340,500.00***	***73,963.00***	***266,537.00***
	Doug M Allocated to E County		*18,251.00*	*(Underestimated based on $39k in alloc)*		
	Approved budget		***2,261,106.00***			
EXPENSES						
	PERSONNEL	615,136.00	*380,907.00*	*234,229.00*	*22,385.00*	*211,844.00*
	OPERATING	159,023.00	*86,802.00*	*72,221.00*	*17,528.00*	*54,693.00*
	CAPITAL	2,000,000.00	*2,000,000.00*	-	-	-
	DEBT SERVICE					
	TOTAL EXPENDITURE	**2,774,159.00**	***2,467,709.00***	***306,450.00***	***39,913.00***	***266,537.00***
	Doug M Allocated to E County		*38,799.00*			
	Workers comp alloc to E County		*3,708.00*			
	Liability ins allocated to E County		*5,289.00*			
	Allocated costs		*47,796.00*			
	Approved budget		***2,515,505.00***			
	General fund Contributi	***190,804.00***	***(224,854.00)***	***34,050.00***	*10%*	*Allocated O/H*
	Change applied to GF co	63,595.00	*29,545.00*	***34,050.00***		

Revenue			FY2026		EAST COUNTY		
Account Id		**Account Description**	**TOTAL**	***West Cty***	***East Cty Budget***	***Adj/Buffer***	***Original***
001-334-1500		FL DEPT OF COMMERCE	2,000,000	*2,000,000*			
001-346-4000	001-346-4000	ANIMAL CONTROL- COU	569,855	*233,855.00*	*336,000.00*	*69,463.00*	*266,537.00*
001-346-4001	001-346-4002	ADOPTION/SPAY NEUTE	6,000	*4,000*	*2,000.00*		*2,000*
001-346-4100	001-346-4101	FINES & CHARGES - A. C	7,500	*5,000*	*2,500.00*		*2,500*
		TOTAL REVENUE	**2,583,355**	***2,242,855***	***340,500***	***69,463***	***27***

Expenditures			FY2026		EAST COUNTY		
Account ID: West Cc	Account ID: East Cc	Account Description	TOTAL	West Cty	Budget	Adj/Buffer	
001-560-562-1012	001-560-569-1012	SALARIES	329,259.00	206,274.00	122,985.00	(11,081.00)	134,066.00
001-560-562-1014	001-560-569-1014	OVERTIME	37,636.00	20,920.00	16,716.00	796.00	15,920.00
001-560-562-1015	001-560-569-1015	ON CALL	54,600.00	27,300.00	27,300.00	27,300.00	
001-560-562-1021	001-560-569-1021	SOCIAL SECURITY	32,245.00	19,469.00	12,776.00	1,302.00	11,474.00
001-560-562-1022	001-560-569-1022	RETIREMENT CONTRIBU	59,136.00	35,705.00	23,431.00	2,388.00	21,043.00
001-560-562-1023	001-560-569-1023	LIFE AND HEALTH INSUR	94,939.00	68,024.00	26,915.00	1,282.00	25,633.00
001-560-562-1024	001-560-569-1024	WORKERS COMPENSATI	7,321.00	3,215.00	4,106.00	398.00	3,708.00
		PERSONNEL	**615,136.00**	**380,907.00**	**234,229.00**	**22,385.00**	**211,844.00**
001-560-562-3000	001-560-569-3000	HEALTH SERVICES OPER/	-				
001-560-562-3031	001-560-569-3031	PROFESSIONAL SERVICES	6,400.00	4,000.00	2,400.00	400.00	2,000.00
001-560-562-3034	001-560-569-3034	CONTRACT SERVICES	19,000.00	10,000.00	9,000.00	1,500.00	7,500.00
	001-560-569-3035	MISC - AC EAST	6,389.00		6,389.00	6,389.00	
001-560-562-3040	001-560-569-3040	CONFERENCE TRAVEL &	9,214.00	6,600.00	2,614.00	436.00	2,178.00
001-560-562-3041	001-560-569-3041	COMMUNICATION SERV	12,267.00	6,800.00	5,467.00	911.00	4,556.00
001-560-562-3042	001-560-569-3042	FUEL	41,694.00	23,112.00	18,582.00	3,097.00	15,485.00
001-560-562-3043	001-560-569-3043	UTILITY SERVICES	5,584.00	4,000.00	1,584.00	264.00	1,320.00
001-560-562-3045	001-560-569-3045	INSURANCE	17,137.00	10,790.00	6,347.00	1,058.00	5,289.00
001-560-562-3046	001-560-569-3046	REPAIR AND MAINTENAI	17,200.00	10,000.00	7,200.00	1,200.00	6,000.00
001-560-562-3051	001-560-569-3051	OFFICE SUPPLIES	3,900.00	1,500.00	2,400.00	400.00	2,000.00
001-560-562-3052	001-560-569-3052	OPERATING SUPPLIES	19,538.00	9,500.00	10,038.00	1,673.00	8,365.00
001-560-562-3054	001-560-569-3054	SUBSCRIPTIONS AND ME	700.00	500.00	200.00	200.00	-
		OPERATING	**159,023.00**	**86,802.00**	**72,221.00**	**17,528.00**	**54,693.00**
001-560-562-6064		EQUIPMENT	-				-
001-560-562-6063		IMPROVE OTHER THAN E	-				
001-550-560-6000		BLDG/EQ.- ANIMAL CON	2,000,000.00	2,000,000.00			
		CAPITAL OUTLAY	**2,000,000.00**	**2,000,000.00**			-
		562 ANIMAL CONTROL	**2,774,159.00**	**2,467,709.00**	**306,450.00**	**39,913.00**	**266,537.00**
				(2,000,000)			
		Operating expense net of grant		467,709.00	306,450.00	39,913.00	266,537.00
		Less: East County revenue			(4,500.00)		
		Add: 10% Revenue Allocated O/H (margin)			34,050.00	34,050.00	
						100%	100%
		BOCC portion of optg expense	**569,855.00**	**233,855.00**	**336,000.00**	39,913.00	266,537.00
				50%	100%		

Protected Trust

City of LaBelle - IT Services

Quote created: September 24, 2025 Reference: 20250924-125606520

City of LaBelle
309 State Street
LaBelle, FL 63447
United States

Comments

Bill Sands - Protected Trust



Products & Services

IT Services for Business

31 x $115.00 / month

Protected Trust's IT Services will transform your organization by incorporating cutting-edge Microsoft technologies that allow you to focus on your core business all while staying secure.

Visit the following link for details: https://hubs.ly/Q02rRRsm0

IT Services for Frontline

10 x $32.00 / month

Protected Trust's IT Services will transform your organization by incorporating cutting-edge Microsoft technologies that allow you to focus on your core business all while staying secure.

Visit the following link for details: https://hubs.ly/Q02rRRsm0

Exchange Online (Plan 1)

10 x $4.80 / month

Messaging, calendaring, and email archiving plan accessible from Outlook on PCs, the Web and mobile devices.

IT Services for Frontline Deployment

1 x $0.00

Includes the following:
- Microsoft 365 F3 w/Microsoft Defender for Office 365 (Plan 1)
- Mobile Device Deployment for Phones and Tablets
- Security Awareness Training

IT Services for Business Deployment

1 x $0.00

Includes the following:
- Microsoft 365 Business Premium
- Tenant Setup
- Workstation Onboarding
- Mobile Device Deployment for Phones and Tablets
- Security Roadmap for Business
- Teams Migration for Business
- Teams Training for Business
- SOC and SIEM Deployment
- Defender for Business MDR Deployment
- Impersonation Protection Deployment
- Cloud-to-Cloud Backup Deployment
- Cloud Archiving Service (CAS) Deployment
- Security Awareness Training

Monthly subtotal	$3,933.00
One-time subtotal	$0.00
Total	$3,933.00

Signature

Signature

Date

Printed name

This quote expires on October 31, 2025

Purchase terms

This Order is a Service Attachment to Client's existing Master Service Agreement.

This Order has a one (1) year Term. This Order will automatically renew at the end of each Term unless cancelled by either party in writing or by email at least 30 days prior to the end of each Term. Email notices from Client shall be sent to support@protectedtrust.com.

To schedule payments with our billing department, please contact Lori Chalker or Kim Gossett at 863-594-1141 Option 3.

Sales tax may be applicable depending on your location.

Questions? Contact me



Bill Sands
bsands@protectedtrust.com
+18638774181

Protected Trust
PO BOX 111
Winter Haven, FL 33882
US

RESOLUTION 2025 - 19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; HENDRY COUNTY, FLORIDA; ESTABLISHING REVISED DOCKAGE FEES FOR THE CITY DOCK; PROVIDING FOR FINDINGS, ESTABLISHING NEW FLAT-RATE FEES FOR SLIP RENTALS BASED ON ELECTRICAL SERVICE LEVEL; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of LaBelle operates and maintains a public dock facility for use by transient boaters and visitors, providing water access to the community and supporting economic activity; and

WHEREAS, the City currently charges a flat rate of $30.00 per night for all vessels using the dock, regardless of size or amenities provided; and

WHEREAS, comparative analysis of dockage rates at neighboring facilities in Moore Haven, Clewiston, Port LaBelle, and Fort Myers reveals that the City's rates are substantially below regional averages, with most surrounding docks charging between $2.00 and $5.00 per foot per night, resulting in charges of $64 to $160 per night for an average 32-foot vessel; and

WHEREAS, the City incurs ongoing and increasing costs associated with dock maintenance, repairs, utilities, and operational oversight, and it is the intent of the City Commission that these costs be covered through user fees rather than subsidized by taxpayers; and

WHEREAS, due to the unique nature of the LaBelle City Dock — where boats dock either bow- or stern-in without assigned finger piers or uniform slip lengths — the City Commission finds that maintaining a flat-rate fee structure is the most practical and equitable method for administering dockage charges; and

WHEREAS, Section 14-86 of the City Code of Ordinances authorizes the City Commission to establish fees for municipal facilities by resolution;

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 is hereby made a specific part of this Resolution.

Section 2. Revised Dockage Rates. The following revised dockage rates for the City of LaBelle dock facility are hereby approved:

- **$65.00 per night** for vessels using slips with **50-amp electrical service**
- **$55.00 per night** for vessels using slips with **30-amp electrical service**
- **$35.00 per night** for slips **without electrical or water service**

These rates shall apply to all transient vessels and replace any prior rate structure in effect.

Section 3. Repeal of Conflicting Provision. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

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

PAASED AND ADOPTED by the City Commission of the City of LaBelle, Florida, on this 9th day of October 2025.

_____
Julie C. Wilkins, Mayor

ATTEST:

_____
Tijauna Warner, MPA, MMC, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Derek Rooney, City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

City of LaBelle Board of Commissioners
Agenda Request

To:	Honorable Mayor and City Commission
Prepared By:	Zane Mungillo
Date of Meeting:	October 9, 2025
Date Submitted:	October 1, 2025
Title of Agenda Item:	Dockage rates
Agenda Location:	Consent

Report in brief:

The City's current dockage rates remain well below those of surrounding areas. However, ongoing maintenance and necessary repairs to the dock facilities have increased operational costs. To ensure the dock remains self-sustaining and to prevent these expenses from falling on taxpayers, an increase in dockage rates is both reasonable and necessary. Because of the unique nature of docking at the City's facility where vessels may tie up bow-in or stern-in depending on river conditions and vessel type it is recommended that the City continue using a flat-rate fee structure rather than charging by the foot. However, to better align with regional rates and account for rising maintenance costs, a revised tiered flat rate is proposed: **$65 per night for slips with 50-amp electrical service**, **$55 per night for slips with 30-amp service**, and **$35 per night for slips without water and power**. These adjusted rates would still remain competitive compared to neighboring marinas while ensuring the facility remains financially sustainable and less reliant on taxpayer funding.

Staff Comments:

The City of LaBelle currently charges a flat $30/day dockage rate, which for the average 32-foot boat works out to under $1.00 per foot. By contrast, Port LaBelle Marina charges $2.00 per foot per night, meaning a 32-foot vessel would incur $64 per night there. At Moore Haven City Docks, rates are also $2.00 per foot per night (some sources noting an increase to $3.00). In Clewiston, Roland & Mary Ann Martins Marina lists a daily dockage rate of $3.00 per foot, which for a 32-foot boat would be $96/day. Closer to LaBelle, in the Fort Myers area, Pink Shell Beach Resort & Marina charges $5.00 per foot per night in peak season and $4.25 off-season for

transient dockage, while Moss Marina lists $5.00 per foot per night with a 35' minimum. Th
comparisons highlight how far below regional norms LaBelle's rate falls, reinforcing the rati
for a rate increase to better match operating costs and regional standards.

Fiscal Impact: Increased revenue

Recommended Actions: We recommend the City Commission of the City of LaBelle approve the dockage rates.

INTERLOCAL AGREEMENT
BETWEEN HENDRY COUNTY AND THE CITY OF LABELLE
FOR ANIMAL CONTROL SERVICES FOR
UNINCORPORATED EAST HENDRY COUNTY

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2025, by and between HENDRY COUNTY, a political subdivision of the State of Florida, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of the State of Florida, acting by and through its governing body, the City Commission, hereinafter referred to as "City", both of Hendry County, Florida:

WITNESSETH:

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WHEREAS, County and City have cooperated in the funding and operation of Animal Control which serves the City and the western part of the unincorporated County, and

WHEREAS, County and City wish to enter into an Interlocal Agreement to provide for the monetary contributions of the County to the City for the purpose of the City providing animal control services that would service and enforce animal control regulations for use by the residents of eastern portion of unincorporated Hendry County, and to provide for the payment by the County of an appropriate sum of money and other types of contributions; and

WHEREAS, it would benefit the public health, safety, welfare and economics of the residents of the County to enter into this Interlocal Agreement to fund and the City to provide for animal control for the eastern unincorporated areas of County, and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to exercise jointly any power, privilege or authority which such governments share in common and which each might exercise separately.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained hereafter to be kept by the parties, the parties hereto agree as follows:

1. **Recitals**: The foregoing recitals are true and correct and are hereby adopted.

2. **Duration**: This Interlocal Agreement shall be for a one-year term commencing on October 1, 2025~~, and shall automatically renew itself for successive one-year terms unless terminated as provided hereafter~~ and ending September 30, 2026.

3. **Termination**: Either party may terminate this Agreement with four (4) months ~~-~~written notice to the other party.

4. **Area Coverage**: The geographic area to be covered by animal control services to be provided under this Agreement ("Service Area") shall be the eastern portions of unincorporated Hendry County not including the Big Cypress Reservation or the City of Clewiston as depicted on the attached Exhibit "A".

5. **Animal Control Services~~and Operation~~**: City agrees to operate and administer the Animal Control Department to provide animal control services and enforcement within the service area of Hendry County. The operation and administration of the Animal Control Department by the City for the service area shall include, but is not limited to:

a.) Investigate injured and stray animal complaints/cases.

b.) Enforce State, County and City laws relating to animal control; including but not limited to, Chapters 125, 767, 823, and 826, Florida Statues, as well as Chapter 1-5 of the Code of Ordinances, Hendry County, Florida.

c.) Administering the operation and maintaining the records relating to animal control services provided for the service area.

~~d.) Within sixty (60) days of execution of this Agreement, the City shall cause the Animal Control Department to establish an operational plan with regards to this agreement subject to the approval of the City Manager and County Administrator. The policy may be amended from time to time, subject to the approval of both parties in writing in accordance with State, County and City laws.~~

~~e.) Causing the Animal Control Department to prepare and submit necessary budgets for the service area to both City and County.~~

df.) Facilitating the funding of the operation of animal control services for the service area if expenditures exceed the funding provided by County pursuant to section 6(a) below.

eg.) Operate and maintain in good order any~~Utilize the~~ facility ~~designated~~made available by the County for the housing, management and disposition of animals in the east service area.

6. ~~Budget,~~ Funding and Audit:

(a) ~~Budget: Commencing with Fiscal Year 2026/2027, City shall cause the Animal Control Department to prepare an annual budget for the service area, subject to approval by both City and County, providing for compensation of two animal control officers (including all withholding, FICA, retirement, insurance, etc.), an allocated portion of personnel costs associated with the oversight and administration of the service area, operating expenses associated with the services provided by the Animal Control Department in said service area and administrative cost incurred by City at the rate of 10%.~~

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~~. The budget shall begin on October 1 of each year, and be submitted to City and County on or before July 1 of each year. After approval by City and County, there shall be no expenditure of funds in excess of the budget amount unless approved by City and County prior to the expenditure. Animal Control operation changes that would have a material impact on the budget, shall be approved in writing by the City and County prior to the change being implemented.~~

~~(b)~~ Funding: For Fiscal year 2025/2026, County shall provide the funds necessary to provide animal control services in the service area ~~to include two animal control officers (including all withholding, FICA, retirement, insurance, etc.), an allocated portion of personnel costs associated with the oversight and administration of the service area, operating expenses associated with the services provided by of the Animal Control Department in said service area~~ in the ~~and an administrative cost incurred by City at the rate of 10%, in the~~ amount of $336,943 ~~XXX,XXX~~ paid in equal quarterly payments on or before October 1, 2025, January 1, 2026, April 1, 2026 and July 1, 2026. ~~City shall provide County a report by April 15, 2026 to determine the actual expenses from October 1, 2025 through March 31, 2026.~~ If there is a deficit at any time during the term of this Agreement, City will solely responsible for ~~contribute to make up the~~funding that deficit. ~~If there is an overage, County will receive a credit on the next annual budget.~~

~~Commencing with Fiscal Year 2026/2027 and thereafter, County shall provide the funds necessary to provide animal control services pursuant to the budget approved by both the City and County per Section 6 a) and said funds shall be payable in equal quarterly payments on or before October 1, January 1, April 1 and July 1 of each year.~~

~~———~~(b~~c~~) Audit: City shall provide County a report by April 15, 2026 to determine the actual expenses from October 1, 2025 through March 31, 2026 as a progress report and to allow the Parties to prepare budgets for continued services in future years. At the conclusion of the term ~~Commencing with Fiscal Year 2026/2027 and thereafter, funds of~~ the Animal Control Department will be audited ~~annually at the end of the budget year~~ in connection with the annual audit of City to determine the actual expenses during the immediately preceding fiscal year. ~~If there is an overage, County will receive a credit on the next annual budget.~~ A copy of said audit shall be provided to County promptly upon its completion. Any funds not expended will be returned to the County minus a 10% administrative cost of the original funding amount.

7. Capital Purchases/Title to Equipment: Any capital purchases made by County in accordance with this agreement and provided to the City as ~~-~~listed in Exhibit "B~~A~~" attached hereto ~~–~~shall be titled in the name of the County and the City shall be responsible for the ~~-~~maintenance of said equipment.

8. Liability: The City and County each agree to be responsible for acts or omissions or conduct of its own personnel, when such personnel are engaged in activities under this Agreement, and shall remain responsible for the compensation, retirement, workers' compensation, and other benefits, if applicable to its personnel. ~~-~~The County and City expressly decline responsibility for the acts or omissions of the personnel of the other. To the extent allowed by law and subject to the provisions set forth in Section~~.~~ 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents, or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities

encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity or to have increased its limits of liability under Sec. 768.28, ~~Florida~~ Fla. Stat.~~utes~~, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits, or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

Any privileges or immunities from liability, exemptions from laws, ordinances, and rules, including pensions, insurance, disability, workers' compensation, salary, overtime compensation, or compensatory time, death and other benefits that apply to the activity of an employee or volunteer when performing duties within the territorial limits of their employer shall apply to the employee or volunteer to the same degree, manner and extent while performing duties outside the territorial limits of their employer. The provisions of this section shall apply to paid employees, part-time employees, and volunteers. This Agreement shall not in any way constitute a waiver of any available immunity defenses or the provisions of Florida Statute 768.28.

9. Insurance: County will carry liability and property damage insurance for any motor vehicles titled in the County's name to service the service area. Liability and property damage insurance shall be carried by the City for all equipment utilized for the service area ~~and the expense thereof included in the annual animal control budget for the~~

~~service area~~. City shall be responsible for Workmen's Compensation Insurance~~-~~ for the employees providing services under this Agreement. The provision of insurance shall not be construed as a waiver of immunity or modification of the provisions of Florida Statute 768.28.

10. Amendments: Any amendment to this Agreement shall not be effective unless it is reduced to writing and signed by authorized representatives of County and City.

12. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in that party's sole discretion.

13. No ~~Third Party~~Third-Party Beneficiaries: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

14. Waiver: The failure of either party to insist upon strict compliance with any provision of this Agreement shall not constitute a waiver of compliance with that provision of this Agreement nor shall it constitute a waiver for any future noncompliance with any provision of this Agreement. ~~-~~Waiver may only be effectuated in writing by the City or County.

15. Entire Agreement: This Agreement constitutes the entire agreement of the parties. ~~–~~By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.

16. Preparation: This Agreement has been negotiated by the County and the City and this Agreement shall not be deemed to have been prepared by either party and each of them shall be deemed to have participated equally in the preparation hereof.

17. Governing Law: This Agreement shall be interpreted and governed according to the laws of the State of Florida. Venue for all actions involving this Agreement shall be in Hendry County, Florida.

18. Severability: If any provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid or unenforceable, the particular provision shall be considered severable from this Agreement and the remainder of the Agreement shall remain in effect and enforceable unless the invalid or unenforceable provision negates the purpose for which this Agreement was entered into by the parties. In the event of a change in statute, regulation or rule, or any official interpretation thereof, which materially impacts ~~the parties' respective rights~~ each party's respective rights and obligations hereunder, the parties shall cooperate in good faith to effectuate an amendment hereto reflecting and conforming to such change, unless this Agreement is otherwise terminated as provided herein.

19. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other party in writing as follows:

COUNTY:	Hendry County Administrator P.O. Box 2340 LaBelle, FL 33975 Physical delivery: 640 S. Main St. LaBelle, Florida 33835	CITY:	City of LaBelle Mayor P.O. Box 458 LaBelle, FL 33975 Physical delivery: 481 West Hickpochee Avenue

LaBelle, FL 33935

COUNTY:	Hendry County Attorney P.O. Box 2340 LaBelle, FL 33975 Physical delivery: 110 Broward Ave. LaBelle, FL 33935	CITY:	LaBelle City Attorney P.O Box 458 LaBelle, FL 33975

All notices shall be effective upon receipt. Each party may change its address(es) for notice by written notice in accordance with this section.

20. Effectiveness: This Agreement shall become effective upon filing with the Hendry County Clerk of the Circuit Court.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed the day and year first written above.

CITY OF LABELLE, FLORIDA

ATTEST:

By:_____
Julie C. Wilkins, Mayor

_____
Tiajauna Warner, MPA, MMC, Clerk

HENDRY COUNTY, FLORIDA

ATTEST:

By:_____
Emma J. Byrd, Chair

_____
Kimberley Barrineau, Clerk

From: Julie Wilkins
To: Derek.Rooney@gray-robinson.com
Cc: Tia Warner; Lilly Davenport; Doug Morgan
Subject: Animal Control agreement 2
Date: Thursday, October 2, 2025 2:00:21 PM

Derek

I am good with your revision. My only concern is 5 (e) Operate and maintain in good order any facility made available by the county for the housing, management and disposition of animals in the East service area. **Designated facility is subject to approval by the City Animal Control Director.**

Derek, my concern is that the facility we are using is a pole barn. It is good for now as a temporary solution, but it may not work for the whole year. Also, should we have to maintain the yard outside our incorporated limits. Is Mitch going to haul mowers out there to mow? Especially in rainy season. Is that something we could have the county do under our other interlocal and as an expense to the new east county department?

Sincerely,



Julie C Wilkins
Mayor
City of LaBelle
PO Box 458, LaBelle FL 33975
481 W Hickpochee Ave, LaBelle 33935
City Hall 863-675-2872
Cell 863-673-4529



Please Note: Florida has a very broad public records law. Most written communications to or from city personnel or agents regarding city business is a public record and must be made available to the public and media upon request. This includes e-mail communications.

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

Prepared by: Hendry County Engineering Department
Dated: June 4, 2025

HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS
LABELLE, FL 33935

RFP No. 2025-22

EMMA J. BYRD, CHAIRPERSON
EMORY “ROWDY” HOWARD
MITCHELL WILLS
RAMON IGLESIAS
MICHAEL ATKINSON

JENNIFER DAVIS, COUNTY ADMINISTRATOR
MATT RAULERSON, COUNTY ATTORNEY

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

RFP No. 2025-22

OPENING DATE AND TIME: JULY 18, 2025 AT 2:00 P.M.

The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program. All submittals (see Section VI, Submission Requirements) received in response to this RFP will be reviewed by a County Evaluation Committee. In order to be considered, submittals must be received by the Board of County Commissioners at the C. E. Hall Building (Clerk's Office) in the Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by **July 18, 2025 at 2:00 P.M.**, at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and RFP Documents can be obtained online at www.hendryfla.net under the Public Information tab or by calling (863) 675-5222.

The solicitation does not commit Hendry County, the City of Clewiston, or the City of LaBelle to award any contracts, to pay any costs incurred in the preparation of a response to this solicitation, or to contract for any services. The County retains the right to cancel this solicitation or reject any or all responses for any reason set forth in Hendry County Code Section 1-2-185(c)(3)a and may choose to re-procure at the discretion of the Board of County Commissioners.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Providers and Employers.

Si necesita la assistencia de un interprete que hable espanol para participar un esta reunion, por favor pongase en contacto con Jorge Hernandez al (863) 612-4726.

SECTION I

GENERAL INFORMATION

All responses which comply with the requirements of this procurement will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response.

One (1) clearly identified original and five (5) copies (six (6) total) of your submittal are required along with an electronic version of the submittal on a jump/thumb drive. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by the Clerk's Office until **2:00 P.M.** on **July 18, 2025.**

Submittals are to be mailed to:

Clerk of Circuit Court,
Attn: Kimberley Barrineau, Clerk of Circuit Court
Hendry County Administration Building
PO Box 1760
LaBelle, Florida 33975

Or hand-delivered and/or Express Mailed to:

Hendry County Complex,
Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C. E. Hall Bldg., Administration Wing, 2nd Floor, Room A-226,
25 E. Hickpochee Avenue
LaBelle, Florida 33935

The submitting respondent is required to have printed on the outer sealed envelope or wrapping containing its submission, the procurement number, title, opening date and time, and its company name and address. Facsimile submissions will not be accepted.

Submittals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All Submittals shall remain in effect for a period of one hundred fifty (150) days after submittal deadline.

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal.

SECTION II

PURPOSE AND SCOPE OF SERVICES

Purpose: The Hendry County Board of County Commissioners, the City of Clewiston, and the City of LaBelle are seeking proposals to obtain the services of qualified firms to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property, public rights-of-way, and private roadways in unincorporated Hendry County, the City of Clewiston, and the City of LaBelle in response to emergency events such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the local governments' needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief program regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 in order to be eligible for reimbursement under the Public Assistance Program.

TERMS AND DEFINITIONS

a. **Applicable Local Government –** Hendry County, the City of Clewiston, or the City of LaBelle, whichever entity requests the particular services.

b. **Approved Final Disposal Site –** A final disposal location approved in writing by the Applicable Local Government and the Florida Department of Environmental Protection.

c. **Authorized Representative –** Applicable Local Government employees and/or contracted individuals designated by the Applicable Local Government Debris Manager

d. **Chipping or Mulching** – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

e. **City of Clewiston** – City of Clewiston, Florida, a Florida municipal corporation.

f. **City of LaBelle** – City of LaBelle, Florida, a Florida municipal corporation.

g. **Construction and Demolition Debris (C&D)** – Construction and demolition debris includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. Current eligibility criteria includes:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

h. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: Vegetative Debris, Construction and Demolition Debris, and personal property.

i. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site.

j. **Debris Manager** – The person designated by the Applicable Local Government to lead the debris removal process and provide general oversight for all phases of debris removal operations within the Applicable Local Government.

k. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the Applicable Local Government. The Vendor will leave all sites utilized clean and restored to the original state as approved by the Applicable Local Government and verified through soil and groundwater samples, if required.

n. **Designated Area** – Generally bounded by Hendry County line, including the City of Clewiston and the City of LaBelle, and includes public property, rights-of-way and

easements that were directly affected by a debris-generating event. If approved by the Applicable Local Government, it can include private rights-of-ways and easements.

o. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with its numerical identification.

p. **Easement** - The portions of land over which facilities such as roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds a right of access. It includes land on both sides of the facility up to the easement line.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the Applicable Local Government to the Vendor) of the FEMA Public Assistance Program and Policy Guide (FP 104-009-2) and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the FEMA during the course of a debris removal project.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **FEMA Public Assistance Program and Policy Guide** – Public Assistance Program and Policy Guide version 4 FP 104-009-2 issued June 1, 2020.

t. **Field Inspector** – Monitor as defined herein.

u. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

v. **Hanging Limb** – A hanging limb is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hanging limbs according to FEMA Public Assistance Program and Policy Guide are that the limb must be two inches or larger in diameter and the limb must threaten a public-use area.

w. **Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Public Assistance Program and Policy Guide are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is 2 feet or larger in diameter when measured 2 feet above the ground.
- The stump is located on a public right-of-way, public easement or on public property.
- The stump poses an immediate threat to public health and safety.

x. **Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet above ground level. The current eligibility requirements for leaning trees according to FEMA Public Assistance Program and Policy Guide include:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

y. **Hazardous Waste** – A solid waste is a hazardous waste if it is listed in Title 40 of the Electronic Code of Federal Regulations (CFR) Part §261.30, unless it has been excluded from this list under §260.20 and §260.22. The Administrator will indicate his basis for listing the classes or types of wastes listed in this subpart by employing one or more of the following Hazard Codes:

- Ignitable Waste
- Corrosive Waste
- Reactive Waste
- Toxicity Characteristic Waste
- Acute Hazardous Waste
- Toxic Waste

Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment.

z. **Hendry County** – Hendry County, a political subdivision of the State of Florida.

aa. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage.

bb. **Monitor –** Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the Applicable Local Government's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

cc. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

dd. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

ee. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

ff. **Right-of-Way** – The portions of land over which facilities such as highways, roads, streets, railroads or power lines are built or upon which the Applicable Local Government holds an easement. It includes land on both sides of the facility up to the private property line.

gg. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

hh. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

2.0. SCOPE OF SERVICES

Hendry County, the City of Clewiston, and the City of LaBelle are seeking proposals for the following services:

1. Debris removal from the city limits of the City of Clewiston
2. Stump removal within the city limits of the City of Clewiston
3. Leaner and hanger removal within the city limits of the City of Clewiston
4. Debris management site operation within the City of Clewiston
5. Debris removal from the city limits of the City of LaBelle
6. Stump removal within the city limits of the City of LaBelle
7. Leaner and hanger removal within the city limits of the City of LaBelle
8. Debris management site operation within the City of LaBelle
9. Debris removal within eastern unincorporated Hendry County (map showing the dividing line included as Exhibit “B”)
10. Stump removal within eastern unincorporated Hendry County
11. Leaner and hanger removal within eastern unincorporated Hendry County
12. Debris management site operation within eastern unincorporated Hendry County.
13. Debris removal within western unincorporated Hendry County (map showing the dividing line included as Exhibit “B”)
14. Stump removal within western unincorporated Hendry County
15. Leaner and hanger removal within western unincorporated Hendry County
16. Debris management site operation within western unincorporated Hendry County.

All of the services are described in detail below. Vendors will be required to fulfill the below specifications for all services.

2.1. The awarded contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations **and to cover the expenses of a major recovery prior to being paid by the Applicable Local Government**. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

2.2. **The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NRCS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.**

2.3. Under this RFP, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Applicable Local Government’s Debris Manager. Work shall also include the clearing and removing of any and all “eligible” debris as most currently defined (at the time Notice to Proceed is issued and executed by Hendry County for the Vendor) by the FEMA Public Assistance

Program and Policy Guide and all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the Applicable Local Government Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services Sections 2.3.1 through 2.3.10 below. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled or dumped under a contract unless written instructions are given to the Vendor by the Applicable Local Government Debris Manager. It shall be the Vendor's responsibility, as applicable, to load, transport, reduce or properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the Applicable Local Government Debris Manager in writing.

Scope of services under a contract may include services for the following activities, but will not be limited to:

2.3.1 Emergency Road Clearance

At the request of the Applicable Local Government, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from the Applicable Local Government roadways, to make them passable immediately following a declared disaster event. All roadways designated by the Applicable Local Government Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the Applicable Local Government to conduct emergency roadway clearance work. The Applicable Local Government may choose to extend the Vendor's seventy (70) hour limit through a written request. Clearance of these roadways will be performed as identified by the Applicable Local Government Debris Manager. The Vendor shall assist the Applicable Local Government and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Attachment L – Unit Rate Price Schedule.

2.3.2 ROW Vegetative Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris will be performed as identified by the Applicable Local Government Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government Debris Manager.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the Applicable Local Government Debris Manager. The Applicable Local Government Debris Manager will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the Applicable Local Government Debris Manager.

g. Vendor(s) shall be required to provide the Applicable Local Government with access to one or more Rapid Response Crews (RRC) as directed by the Applicable Local Government. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Applicable Local Government Debris Manager or the Applicable Local Government's Authorized Representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the Applicable Local Government deems a priority for overall recovery.

2.3.3 ROW C&D Debris Removal

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on publicly-maintained ROW to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris will be performed as identified by the Applicable Local Government Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the Applicable Local Government's Authorized Representative, the debris removal vehicle will proceed immediately to the Applicable Local Government Approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the Applicable Local Government or its Authorized Representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the Applicable Local Government or its Authorized Representative. The Applicable Local Government will provide specific ROE legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or directed by the Applicable Local Government Debris Manager.

g. C&D debris must be monitored for the collection, complete haul, and delivery at the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

h. The Vendor shall provide all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, and transportation to the Applicable Local Government Approved Final Disposal Site. White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. According to Florida Statutes Section 403.708(12), a person who knows or should know of the nature of white goods may not dispose of such solid waste in landfills. However, such solid waste is acceptable for recycling. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

2.3.4 Removal of Debris from Public Parks and Other Facilities

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible

disaster-related trees, vegetative, and non-vegetative debris existing in the Applicable Local Government Parks and Other Facilities to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from the Applicable Local Government Parks and Other Facilities will be at the approval and authorization of the Applicable Local Government prior to removal.

2.3.5 Removal of Debris from Canals/Waterways (REMOVED)

THIS SECTION HAS BEEN REMOVED.

2.3.6 DMS(s) Management, Operations and Reduction Through Grinding

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the Applicable Local Government Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Applicable Local Government Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including a stabilized base for any roads that require stabilization for ingress and egress.

f. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

i. Vendor is responsible for all associated costs necessary to provide storm water management in accordance with applicable statutes or ordinances.

j. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible Hazardous Waste/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for Hazardous Waste/contaminant segregation, is a cost reflected in this scope of services. Hazardous Waste/contaminant material segregated and stored in lined containers at the DMS may be collected by the Applicable Local Government Authorized Representative.

l. Vendor is responsible for providing twenty-four (24) hour DMS(s) security.

m. Vendor will only permit Vendor vehicles and others specifically authorized by the Applicable Local Government or its authorized representative on site(s).

n. Vendor shall provide a tower(s) from which the Applicable Local Government or its Authorized Representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet appropriate specifications.

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the Applicable Local Government's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and FDEP.

Per Section 15 of this document, entitled “Environmental Protection”, Vendor is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Vendor is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

2.3.7 Haul-out of Reduced Debris to an Approved Final Disposal Site

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at the Applicable Local Government approved DMS(s) to the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. The Vendor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor shall not use any disposal facility without the written consent of the Applicable Local Government Debris Manager. The Applicable Local Government will, if possible, pay all tipping fees. If direct payment by the Applicable Local Government is not possible, all costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Applicable Local Government Debris Manager prior to issuing any such authorization.

c. The Vendor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Vendor(s) and the Applicable Local Government for permission to post an Applicable Local Government inspector or Authorized Representative at the site for verification of each load disposed.

d. The Vendor shall provide a sufficient number of debris site towers meeting the Applicable Local Government specifications to provide for the efficient delivery of waste streams without excessive waiting times. The Applicable Local Government shall make the sole determination of excessive wait times. To the extent that the Applicable Local Government determines that additional towers are required, additional towers must be operational within forty-eight (48) hours of the Applicable Local Government’s request.

e. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.

f. The Vendor shall not receive any payment from the Applicable Local Government for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a disposal site not approved by the Applicable Local Government.

2.3.8 Removal of Hazardous Trees and Hanging Limbs

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees and eligible hanging limbs. Eligible Hazardous Trees and Eligible Hanging Limbs will be identified by the Applicable Local Government or its Authorized Representative for removal. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs will be placed in the safest possible location on the Applicable Local Government ROW. Eligible Hazardous Trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet above ground level, will be flush cut and left in the ROW for pick up by the Vegetation Debris Removal Vendor. The Applicable Local Government will not compensate the Vendor for cutting leaning trees less than six inches in diameter on a unit rate basis. If there is insufficient room for safe placement along Hendry County ROW, then Vendor must load the resulting debris as eligible hazardous trees or eligible hanging limbs as they are removed.

2.3.9 Removal of Hazardous Stumps

Services performed under this element will be compensated using Attachment L - Unit Rate Price Schedule. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous stumps. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the Applicable Local Government ROW, parks and facilities will be transported to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Stumps measured two feet above ground and less than two feet in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Section 2.3.2. The diameter of eligible stumps less than 2 feet in diameter will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit ‘C” – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, Section 2.3.2.

a. Eligible hazardous stumps will be identified by the Applicable Local Government or its authorized representative for removal. Removal and transportation of eligible hazardous stumps existing on the Applicable Local Government ROW, parks, facilities, or private property will be performed as identified by the Applicable Local Government Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the Applicable Local Government Debris Manager.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Section 2.3.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Section 2.3.2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit "C" – FEMA Stump Conversion Table).

c. Stumps shall only be collected after the monitoring firm(s) and the Vendor(s) document and perform the following:

   i. Location. Determine the uprooted stump is located on improved public property or a public right-of-way and private right-of-way, when authorized. Record and document the location through means of photography, map depiction, and specific descriptive notations.

   ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.

   iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

   iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.), 3) stump number, 4) size of stump, 5) date.

d. The unit stump price shall include stump extraction, stump hauling and disposal at the Applicable Local Government Approved Final Disposal Site. Cavity filling will be separately priced on the Rate Schedule.

2.3.10 Other Debris Removal Work

Neither the Vendor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Applicable Local Government reserves the right to require the Vendor to dismiss or remove from the project any workers as the Applicable Local Government sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2.4. Event Activation

The Vendor(s) shall contact the Hendry Emergency Management Director at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the

occurrence of a debris-generating incident within Hendry County for which there is no advance warning. After a disaster occurs, the Hendry County Emergency Management Director, or designee, will contact the Vendor(s) holding a Disaster Debris Removal and Disposal contract to advise them of the Applicable Local Government's intent to activate the contract for services authorized under this RFP. Before work begins, the Applicable Local Government must issue a written Notice to Proceed. Within sixteen (16) hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the Applicable Local Government Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within twenty-four (24) hours of notification by the Applicable Local Government. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue authorized services. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

2.5. Description of Designated Areas

The Designated area for debris removal is bounded by Hendry County's boundary and includes public property and public rights-of-way, the Applicable Local Government parks, other facilities of the Applicable Local Government and debris staging areas within the Applicable Local Government.

a. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Vendor will be required to provide crews separate from those providing the Applicable Local Government ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Applicable Local Government Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Applicable Local Government Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the Applicable Local Government is at the discretion of the Applicable Local Government Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the Applicable Local Government Authorized Representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property

during the performance of the contract unless specifically authorized by the Applicable Local Government Debris Manager in writing.

d. For first pass, loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass, loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to an Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

g. The DMS Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the Applicable Local Government Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the DMS Vendor at an Applicable Local Government Approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the Applicable Local Government as a pass through cost if not paid by the Applicable Local Government. Prior to reimbursement by the Applicable Local Government, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of other vendors or local, state and federal governments or agencies, or any public utilities.

j. The Applicable Local Government reserves the right to inspect DMS and Approved Final Disposal Site, verify quantities and review operations at any time.

2.6. Debris Management Sites and Final Disposal Sites

The selected DMS Vendor is responsible for providing final disposal of all debris generated and collected within the Applicable Local Government in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually

thereafter, the selected DMS Vendor shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The DMS Vendor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The DMS Vendor shall provide the Applicable Local Government with a list of potential DMS locations annually.

Hendry County has three (3) potential DMS sites that Hendry County may authorize for debris management. Prior to the start of each hurricane season, the Vendor shall evaluate any Hendry County provided DMS Site. Hendry County maintains the right to limit the use and/or eliminate any or all DMS Sites at Hendry County's sole discretion. Vendors are placed on notice that the County is in the process of selling Airglades Airport, at which point it will be removed as a DMS. Hendry County shall authorize, in writing, the use of any Hendry County provided DMS prior to the start of operations.

ZONE 1 - CITY OF CLEWISTON

To be determined.

ZONE 2 – CITY OF LABELLE

To be determined.

ZONES 3 AND 4 EASTERN AND WESTERN UNINCOPORATED HENDRY COUNTY

WACS ID	98161
Site Name	Airglades Airport – Diamond Area
Site Address	2100 Airglades Blvd; Clewiston, FL 33440
GPS Location	Lat 26:44:27.2 / Long 81:2:54.5
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	99040
Site Name	Port LaBelle Staging Area
Site Address	3490 Utility Drive; LaBelle, FL 33935
GPS Location	Lat 26:44:57 / Long 81:23:1
Estimated Size	
Type of Debris Managed	Vegetative Debris

WACS ID	To be determined
Site Name	Banyan Village
Parcel Identification Number	4-29-43-10-130-000B-002.2
GPS Location	Lat 26:45:17 / Long 81:16:19
Estimated Size	14.8 Acres

Type of Debris Managed	Vegetative Debris

If additional DMS locations are needed for the operation, the DMS Vendor shall provide a list of DMS locations. The list will include all necessary site information to allow the Applicable Local Government to submit to FDEP for approval. If the Vendor(s) establish any additional DMS, a copy of the agreement showing indemnification of the Applicable Local Government for the use and proposed restoration plan of the additional sites, shall be provided to the Applicable Local Government. In addition the DMS Vendor shall execute a hold harmless agreement for each Vendor-established DMS that is not located on the Applicable Local Government property. The hold harmless agreement must be approved by the Applicable Local Government prior to execution.

Prior to the use of any DMS (either the Applicable Local Government-provided DMS or Vendor(s)-established DMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the Applicable Local Government at the expense of the DMS Vendor(s). The results of such testing shall be sent directly from the professional to the Applicable Local Government. The Vendor shall be required to provide the Applicable Local Government with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the Applicable Local Government is a cost borne by the DMS Vendor and compensated based on the Vendor’s bid for site management and reduction of debris.

The Applicable Local Government may also establish designated Residential Convenience Centers (residential drop-off sites). The DMS Vendor will be responsible for removing all disaster related debris from those sites. Vendor shall not collect debris from the Residential Convenience Centers while sites are open to the public and/or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

The DMS Vendor’s Operations Manager will assign a Foreman to each DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 2.3.6 of this document entitled “DMS(s) Management, Operations, and Reduction Through Grinding”. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor’s Operation Manager, who will in turn provide this information to the Applicable Local Government. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory requirements.

The DMS Vendor will be responsible for returning all utilized DMS to their original condition or better prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Applicable Local Government and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2.7. Contracts

2.7.1 Notice to Proceed

When services are required, the Applicable Local Government shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the Applicable Local Government be liable for any services rendered unless the written Notice to Proceed has been sent by the Applicable Local Government and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

2.7.2 Termination for Convenience

The Applicable Local Government reserves the right to terminate the contract with the Vendor(s) at any time and for any reason.

2.7.3 Changes in Scope of Work

The Applicable Local Government Debris Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be agreed upon and incorporated by written amendment to the agreement.

2.7.4 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms

The Vendor, if subcontracts are anticipated or let, shall take the five affirmative steps set forth in §200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.0. Oversight

3.1 On-Site Project Manager

The Vendor(s) shall provide an on-site project manager to the Applicable Local Government. The project manager shall provide a mobile telephone number to the Applicable Local Government with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Applicable Local Government Debris Manager and/or the Applicable Local Government Authorized Representative. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, the Applicable Local Government coordination, and damage repairs. Frequency of meetings may be adjusted by the Applicable Local Government Debris Manager. The Vendor(s)' project manager must be available twenty-four (24) hours a day, or as required by the Applicable Local Government Debris Manager.

3.2 Superintendent Shall be Supplied by the Vendor

The Vendor(s) shall employ a competent superintendent who shall be in attendance at all times during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under the contract for the Vendor. All authorized communications given to the superintendent by the Applicable Local Government, and all contract-related decisions made by the superintendent, shall be binding on the Vendor. The superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the Applicable Local Government.

3.3 Safety

The Vendor(s) shall be responsible for maintaining safety at all sites at which it is working. The DMS Vendor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. The Vendor(s) will also be responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of the contract.

4.0. Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Applicable Local Government's Authorized Representatives prior to its use by the Vendor(s). The Applicable Local Government or its Authorized Representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site. If falling debris from hauling vehicles presents an issue, the Applicable Local Government reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under the contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during recovery efforts for an event. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under the contract. Failure to abide by this restriction may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the Applicable Local Government Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Applicable Local Government Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

5.0. Traffic Control

The Vendor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor shall provide sufficient signing, flagging, traffic cones and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor. No further work shall take place until the

deficiency is corrected. Neither the Applicable Local Government Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of the scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

6.0. Hazardous Waste and Other Hazardous Materials

The Vendors shall set aside and reasonably protect any Hazardous Waste and other hazardous materials encountered during debris removal operations for collection and disposal by the Applicable Local Government. The Vendor shall notify the Applicable Local Government's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendors and personnel must make every reasonable effort to avoid transporting Hazardous Waste and other hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor shall be responsible for proper handling and storage of any Hazardous Waste and other hazardous materials brought by his/her workforce. The DMS Vendors shall provide a suitable area at each DMS to accommodate all Hazardous Waste and other hazardous materials inadvertently brought to the site.

The Applicable Local Government will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

7.0. Work Hours

The Vendor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Applicable Local Government and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-

four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Applicable Local Government Debris Manager:

a. New Year's Day
b. Martin Luther King Jr. Day
c. Memorial Day
d. Independence Day
e. Labor Day
f. Veteran's Day
g. Thanksgiving Day
h. Day after Thanksgiving
i. Christmas Eve Day
j. Christmas Day

8.0. Time of Completion

The services shall commence upon written notice to proceed from the Applicable Local Government, and the project shall be completed in accordance with the project schedule.

9.0. Liquidated Damages

Should the Vendor fail to complete requirements set forth in this scope of work, the Applicable Local Government will suffer damage. The amount of damage suffered by the Applicable Local Government is difficult, if not impossible to determine at this time. Therefore, the Vendor shall pay the Applicable Local Government, as liquidated damages, the following:

a. The Vendor shall pay the Applicable Local Government, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the Applicable Local Government with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

b. The Vendor shall pay the Applicable Local Government, as liquidated damages, $500.00 per load of disaster debris collected in the Applicable Local Government that is not disposed of the Applicable Local Government approved DMS or the Applicable Local Government Approved Final Disposal Site plus any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the Applicable Local Government, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as the reasonable and proper amount of damage the Applicable Local Government should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

10.0. Damages

All items damaged as a result of Vendor or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the Applicable Local Government Debris Manager. Any invoices submitted to the Applicable Local Government such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the Applicable Local Government prior to submission of the Vendor's invoice for work accomplished. If the Vendor fails to repair any damaged property, the Applicable Local Government may have the work performed and charge the Vendor.

The Vendor shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor's equipment during debris removal. The Vendor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor's equipment or personnel at no additional cost to the Applicable Local Government. If the Vendor does damage to an Applicable Local Government sign or other property owned by an Applicable Local Government, it shall be the responsibility of the Vendor to repair the item back to the original condition. If the repair is not in accordance with the Applicable Local Government standards, the Applicable Local Government shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the Applicable Local Government Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the Applicable Local Government immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the Applicable Local Government will make a final inspection with the Vendor and will notify the Vendor in writing of any deficiencies. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the Applicable Local Government will assess an eighty dollar ($80.00) fee to the Vendor. The eighty dollar ($80.00) fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional

the Applicable Local Government labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the current invoice.

No retention will be released to the Vendor prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor may petition the Applicable Local Government in writing for a partial retainage release.

11.0. Existing Utilities

a. Some trees and debris that are to be removed may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor shall pay all such costs to the utility company for any adjustments.

b. The Vendor shall be responsible for all costs incurred to repair damaged utilities that are caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor.

12.0. Debris Site Tower Specifications

The DMS Vendor shall provide as many towers as designated by the Applicable Local Government at each DMS for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the Applicable Local Government or its Authorized Representative are unable to verify the entering and exiting trucks, then the Vendor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

13.0. Facilities at DMS Locations

a. The DMS Vendor shall provide as many ADA compliant portable toilets as designated by the Applicable Local Government at each dumpsite for the use of the Applicable Local Government Authorized Representatives during their inspection of dumping operations. The toilet shall be provided prior to start of

any dumping operations and kept in a sanitary condition by the Vendor throughout the duration of dumping operations. The expense incurred by the Vendor for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Section 2.3.6.

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Applicable Local Government Debris Manager due to unsuitable conditions at the tower.

14.0. Ownership of Debris

All debris residing in public ROW, on public property and at the Applicable Local Government provided DMS(s) shall be the property of the Applicable Local Government until final disposal at a properly permitted disposal site. The Vendor shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the Applicable Local Government will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the Applicable Local Government. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of these services unless specifically directed by the Applicable Local Government. Collection of Municipal Solid Waste (MSW) is outside the scope of these services.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor shall receive a copy of this letter and together with the Monitor and the Applicable Local Government, a final disposal plan will be established.

15.0. Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. Vendor and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

c. The DMS Vendor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Applicable Local Government Debris Manager. The Vendor shall comply in a timely manner with all directions of the Applicable Local Government Debris Manager regarding the use of a water truck or other approved dust abatement measures.

d. Vendor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

e. The DMS Vendor shall immediately report and document all incidents to the Applicable Local Government Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

f. Vendor must notify the Applicable Local Government regarding any fluid or chemical spillage so that the Applicable Local Government or its authorized representative can review and approve of the cleanup. The Vendor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.

Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Hendry County Environmental Health, Hendry County Emergency Management and the Applicable Local Government Debris Manager immediately following discovery. A written follow-up shall be submitted to the Applicable Local Government Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether or not the amount spilled is DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.

- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Vendor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

16.0. Documentation and Measurement

a. Emergency Road Clearance Vendor(s) are responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the Applicable Local Government ROW to the Applicable Local Government approved DMS(s) or the Applicable Local Government Approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the Applicable Local Government or the Applicable Local Government Authorized Representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the Applicable Local Government of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the Applicable Local Government Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by the Applicable Local Government authorized representative each time it returns to work from other contracts or communities.

c. The Vendor is responsible for ensuring that all persons driving motor vehicles maintain a valid driver's license and equipment legally fit for travel on the road.

d. Load tickets will be provided by the Applicable Local Government or its Authorized Representative for recording volumes of debris removal. Unit rate tickets will be provided by the Applicable Local Government or its Authorized Representative for documenting unit rate services, such as Hanging Limb or Hazardous Tree removal. Only tickets designated and approved by the Applicable Local Government will be authorized for use. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and the Applicable Local Government Authorized Representative name and signature. No payment will be made by the Applicable Local Government for incomplete and/or illegible load or unit rate tickets submitted for payment.
- Load tickets will be issued by an Authorized Representative of the Applicable Local Government at the collection site. The Applicable Local Government Authorized Representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or the Applicable Local Government Approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Applicable Local Government Authorized Representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Applicable Local Government Authorized Representative present at the DMS or the Applicable Local Government Approved Final Disposal Site. The Applicable Local Government's Authorized Representative will validate, enter the estimated debris quantity and sign the load ticket.
- Loads of processed (e.g., chipped) debris being hauled from a DMS to the Applicable Local Government Approved Final Disposal Site will follow the same load ticket procedures. The Applicable Local Government Authorized Representative will initiate the load ticket at the DMS. Another Applicable Local Government Authorized Representative will validate and sign the ticket at the Applicable Local Government Approved Final Disposal Site.
- The Vendor shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or Approved Final Disposal Site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The Applicable Local Government shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2.3.2 –ROW Vegetative Debris Removal
- Section 2.3.3 –ROW C&D Debris Removal
- Section 2.3.4 - Removal of Debris from Public Parks and other Facilities

- Section 2.3.5 – Removal of Debris from Canals/Waterways **(REMOVED)**
- Section 2.3.7 – Haul-out of Reduced Debris to an Approved Final Disposal Site

17.0. Payment

a. The Applicable Local Government, or its Authorized Representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the Applicable Local Government will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Applicable Local Government be responsible for unpaid incomplete tickets.

b. If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The Applicable Local Government reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items) or program (ROW collection, private property debris removal, etc.).

c. Invoices shall be submitted to the Applicable Local Government's Authorized Representative on a bi-weekly basis unless otherwise directed by the Applicable Local Government. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the Applicable Local Government. Invoice detail submittals will be checked against the Applicable Local Government records. The Applicable Local Government records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Applicable Local Government Authorized Representative to the Applicable Local Government for payment.

d. A five percent (5%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor must successfully complete, and receive a letter of completion from the Applicable Local Government, for all work zones or types of services applicable to that Vendor. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Applicable Local Government to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid and will not be adjusted based on the total amount of debris actually handled.

f. The Applicable Local Government will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

g. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall provide executed release waivers from all subcontractors to release the Applicable Local Government from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Applicable Local Government prior to final retainage release.

h. Payment for disposal cost incurred by the Vendor at the Applicable Local Government Approved Final Disposal Sites will be made at the cost incurred by the Vendor. The Applicable Local Government will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the Applicable Local Government. The Vendor shall submit a copy of all invoice(s) received from the Applicable Local Government Approved Final Disposal Site(s), an electronic copy tabulating all scale or load tickets issued by the Applicable Local Government Approved Final Disposal Site(s), and proof of Vendor payment to the Applicable Local Government Approved Final Disposal Site(s). The Applicable Local Government will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each Approved Final Disposal Site.

i. Vendor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Applicable Local Government Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Vendor’s final invoice.

In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds. The Applicable Local Government will only pay for those items deemed eligible by FEMA or FHWA, unless the Applicable Local Government otherwise agrees in writing. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

18.0. Records Retention

All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared or developed by Vendor under the Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed.

Vendor shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County's custodian of public records, provide the County 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 Florida Statutes Chapter 119 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 Vendor does not transfer the records to the County.

(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

19.0. FEMA Requirements

The Applicable Local Government intends to seek reimbursement from FEMA for the eligible debris removal (most likely under Catalog of Federal Domestic Assistance No. 97.036). Consequently, the Vendor must comply with applicable provisions governing FEMA access to records, accounts, documents, information, facilities and staff. See Attachment G. Vendor must comply with all applicable Federal laws, regulations, executive orders and FEMA requirements.

20.0. FHWA-ER Program Contract Requirements

The Applicable Local Government intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the Applicable Local Government mandates compliance from the successful Vendor regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Participation By Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract.

21.0. Final Project Close Out

Upon final inspection of the project by the Applicable Local Government, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

22.0. Distribution of Work

The Applicable Local Government reserves the right to activate more than one contractor to provide each of the debris services outlined in this proposal. The Applicable Local Government may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed though this proposal.

Hendry County, the City of Clewiston, and the City of LaBelle are Equal Opportunity Employers. In accordance with **§200.321** of the Electronic Code of Federal Regulations, small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate.

Hendry County, the City of Clewiston, and the City of LaBelle will follow all procurement standards as set forth in **§200.318 through §200.327** of the Electronic Code of Federal Regulations. A link to the procurement standards is as follows:
Electronic Code of Federal Regulations (eCFR)

All information provided by the Vendor will be reviewed by Hendry County, the City of Clewiston, and the City of LaBelle staff and applicable municipality staff. The Vendor will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost.

Any questions regarding these projects or the technical requirements of engineering services sought by this solicitation may be directed to:

Jorge Hernandez
Hendry County Project Engineer

Hendry County Engineering Department
99 East Cowboy Way
LaBelle, Florida 33935
Phone: (863) 612-4726
Email: jorge.hernandez@hendryfla.net

And, if necessary to:

Shane Parker, P.E.
Public Works Director / County Engineer
Hendry County Engineering
99 East Cowboy Way
Post Office Box 1607
LaBelle, Florida 33975
Phone: (863) 675-5222
email to sparker@hendryfla.net

The last day to submit questions via e-mail for review and answer is **Monday, July 7, 2025 at 12:00 P.M.**

ALL RESPONDENTS/VENDORS shall hold all State, Federal and County/City licenses required to perform the above referenced scope of work. This Respondent/Vendor shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Hendry County, the City of Clewiston, and the City of LaBelle expressly desire the Repondent/Vendor to keep all the files and records that pertain to the solicitation to relieve the County of the task of filing and record keeping.

SECTION III

SBE/DBE/MBE/WBE PARTICIPATION

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

SECTION IV

PUBLIC RECORDS

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (**EMILY HUNTER AT (863) 675-5304, EMILY.HUNTER@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.**).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the

public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION V

FINANCIAL INSTITUTIONS GENERALLY

655.91 Records of institutions and copies thereof; retention and destruction.—

(1) In this section, “records” of an institution means and includes all books of account and other books of every kind, journals, ledgers, statements, instruments, documents, files, messages, writings of every kind, and other internal or other data and other information of every description, made or received by an institution in the regular course of its business or otherwise, regardless of the mode in which it is recorded.

(2) Institutions need not preserve or retain any of their records or copies thereof for a period longer than is expressly required by an applicable statute or rule or regulation of this state or the United States which identifies, either specifically or by type or category, the relevant records or copies thereof or, if there is no such statute or rule or regulation which specifies a retention period applicable to the records or copies thereof, for a period longer than 5 years. An institution may destroy any of its records or copies thereof after the expiration of the retention period determined as provided in this subsection.

(3) No liability shall accrue against any institution because of the destruction of any of its records or copies thereof as permitted by subsection (2), and in any judicial or other action or proceeding in which any such records or copies thereof may be called in question or be demanded of the institution or any officer or employee thereof, a showing that such records or copies thereof have been destroyed in accordance with the provisions of subsection (2) is a sufficient excuse for the failure to produce them.

(4) Any institution may at any time make, or cause to be made, a copy or copies of any or all of its records, and any such copy duly certified, authenticated, or identified by a responsible officer or agent of the institution under whose supervision the records or copies are kept shall, in all cases and in all courts and places, be admitted and received as evidence with a like force and effect as the original record, whether or not the original is in existence.

(5) The original of any record of an institution includes the data or other information comprising a record stored or transmitted in or by means of any electronic, computerized, mechanized, or other information storage or retrieval or transmission system or device which can upon request generate, regenerate, or transmit the precise data or other information comprising the record; and an original also includes the visible data or other information so generated, regenerated, or transmitted if it is legible or can be made legible by enlargement or other process.

(6) Copies of records of an institution, heretofore or hereafter made, include duplicates or counterparts of an original produced from the same impression or process as the original by carbon or other chemical or substance or process; negative and positive film and prints of an original or copy and reproductions and facsimiles of an original or copy, whether or not the same size, produced by photographic, microphotographic, photostatic, xerographic, electronic, computerized, or mechanized process, or by any other process, and enlargements and reductions thereof; and the data or other information comprising a record stored or transmitted as provided in subsection (5), and the visible data or other information generated or regenerated or transmitted by such information storage or retrieval or transmission system or device, if it is legible or can be made legible by enlargement or other process.

SECTION VI

SUBMISSION REQUIREMENTS

Respondents should include the following information in their submittals in the exact order listed here with separating page tabs in an 8.5” by 11” page format. PLEASE INCLUDE THE PAGE TABS so that those evaluating your submittal can compare each section with others that are submitted.

Tab 1: Letter of Interest: A letter stating your interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. Please state in this letter that you can meet the insurance/bonding requirements of the County and that you are willing to execute a standard agreement with Hendry County, Florida.

Tab 2: Experience: Provide an overview of the key areas listed below:

A. (i) Relevant experience and past performance in Disaster Debris Removal Services or (ii) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).

B. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.

C. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This includes Proposer's staff or anticipated subcontractors.

D. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer’s heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.

E. Explanation of the Proposer’s approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of The Applicable Local Government for expeditious removal and disposal of disaster debris.

F. The schedule and availability of the Proposer, to include response time.

Tab 3: References: Include the names of at least 3, but no more than 5, letters of references from current or past customers for whom the Proposer has performed Disaster Debris Removal Services or hauling of loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities) within the past three years.

Tab 4: Litigation: A listing and description of all litigation the Proposer has been a party to over the past three years.

Tab 5: Pricing: Completed Attachment L - Unit Rate Price Schedule.

Tab 6: Forms:
Attachment 1 – Proposer's Affidavit;
Attachment 2 – Proposer's Qualification Questionnaire;
Attachment 3 – Completed Projects;
Attachment 4 – Current Projects;
Attachment A – No Lobbying Acknowledgement;
Attachment B – Anti-Collusion & No Gifts Affidavit;
Attachment C – Public Entity Crime Affidavit;
Attachment D – Conflict of Interest Disclosure Affidavit;
Attachment E – Immigration Law Affidavit;
Attachment F – Drug Free Workplace Affidavit;
Attachment G – Exceptions to Solicitation (if needed);
Attachment H – Affidavit Concerning Activities in Certain Countries;
Attachment I – Indemnification Contract Clause Acknowledgement;
Attachment J – Contract Provisions;
Attachment K – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;

SECTION VII

CONTRACTUAL REQUIREMENTS

CONTRACTS: A sample copy of the contract document may be obtained by contacting the County Attorney's office at (863) 675-5295.

FLORIDA LAW CLAUSE: Upon award of a contract under this RFP, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Hendry County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Hendry County, by submission of a signed RFP response the offeror agrees to subject itself to the jurisdiction and process of the Courts of Hendry County, as to all matters and disputes arising or to arise under any contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

AFFIRMATIVE ACTION: The offeror will comply with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

PRIME VENDOR RESPONSIBILITIES: The offeror will be required to assume sole responsibility for the complete effort as required by this RFP. The County will consider the offeror to be the sole point of contact with regard to contractual matters.

SECTION VIII

SPECIAL RFP CONDITIONS

A. The contract shall be in effect for an initial term of one year and may be renewed annually, in writing, if both parties are in agreement, for three (3) additional one-year periods. Each Applicable Local Government (Hendry County, the City of LaBelle, and the City of Clewiston) reserves the right to renew at their own discretion and best interest.

B. Each Applicable Local Government reserves the right to terminate the contract for unsatisfactory service, deliberate overcharging, or not meeting the terms of the contract.

C. The proposer's attention is directed to the fact that all applicable Federal and State laws, local ordinances and the rules and regulations of all authorities having jurisdiction over this work shall apply to the RFP throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

D. The proposer shall furnish all material, equipment, labor, transportation and all other facilities and incidentals necessary for the execution and completion of the work.

SECTION IX

EVALUATION OF THE SUBMITTALS

Submittals will be reviewed in accordance with the County's procurement ordinance, Hendry County Code Section 1-2-185(c).

PLEASE NOTE THAT THE PROPOSALS WILL BE EVALUATED ON CONTENT*, NOT VOLUME. Points may be deducted for not following instructions. – Submittals should be limited to no more than 60 pages, not including required attachments.*

The selection of the firm is intended to be completed in accordance with Florida Statutes 255.20.

The County will comprise a committee in order to review the qualifications submitted and will rank the firms accordingly.

A Ranking Committee will be appointed to review and rank submitted Proposals. The Applicable Local Government reserves the right to select the Proposer who represents the best value and to accept or reject any proposal submitted in response to this solicitation. The Ranking Committee will act in what they consider to be the best interest of Hendry County, the City of Clewiston, the City of LaBelle and their residents.

The award will be made on a best value basis. Price shall not be the sole determining factor for selection, as indicated in the following section, and the Applicable Local Government reserves the right to award the contract to other than the lowest priced Proposer.

A. EVALUATION METHOD AND CRITERIA

The Ranking Committee will be responsible for recommending the most qualified firm(s).

After presentations (may/may not be needed), firms will be assigned a final score, with the highest-ranked firms for each service moving forward for consideration by the Hendry County Board of County Commissioners, City of Clewiston City Commission, and City of LaBelle City Commission. No work on this project shall proceed without written authorization from the Applicable Local Government.

The Applicable Local Government will enter into contract negotiations with the selected Proposer. If the Applicable Local Government and the selected Proposer cannot negotiate a successful contract, the Applicable Local Government may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the Applicable Local Government arising from such negotiations.

Hendry County reserves the right to utilize Hendry County's Disaster Debris Monitoring Firm, or other qualified firm or individual, to review proposals and provide Hendry County with additional analysis.

The evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals, including submitting required forms.

2. **Qualifications/Ability Evaluation**

   i. (a) Relevant experience and past performance in Disaster Debris Removal Services or (b) a minimum of five (5) years of experience hauling loads of goods or materials in an open bed trailer or truck bed (e.g., dirt, rock, agricultural commodities).
   ii. Previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
   iii. The character, integrity, reputation, judgment, and experience of Proposer.
   iv. References.
   v. A listing and description of all litigation the Proposer has been a party to over the past three years.

3. **Anticipated Delivery of Services Evaluation**

   i. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives of the Scope of Work as proposed. This necessarily includes Proposer's staff or anticipated subcontractors.
   ii. Listing of the current condition and amount of resources available to perform the services required, such as the Proposer's heavy equipment, vehicles, and other related equipment. Additionally, Proposer may detail resources it can have at its disposal immediately in the event of a disaster event.
   iii. Explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the Applicable Local Government for expeditious removal and disposal of disaster debris.
   iv. The schedule and availability of the proposer, to include response time.

4. **Price Evaluation**

   i. Primary method of rate evaluation will include applying rates for vegetative debris removal, reduction, and hauling for a typical moderate

hurricane. These estimates are included on the Rate Schedule. This process is being used for evaluation purposes only. Compensation under the Agreement shall be for actual work provided.

ii. Rate Schedule – Pricing shall be submitted for the following:

1. Unit rates for debris removal:
    a. ROW Vegetative Debris Removal (based on Section 2.3.2)
    b. ROW C&D Debris Removal (based on Section 2.3.3)
    c. Removal of Debris from Public Parks and other Facilities (based on Section 2.3.4)
    d. Removal of Debris from Canals/Waterways (based on Section 2.3.5) **(REMOVED)**
    e. DMS(s) Management, Operations and Reduction through Grinding (based on Section 2.3.6)
    f. Haul-out of Reduced Debris to the Applicable Local Government Approved Final Disposal Site (based on Section 2.3.7)
    g. Removal of Hazardous Trees and Hanging Limbs (based on Section 2.3.8)
    h. Removal of Hazardous Stumps (based on Section 2.3.9)
2. Hourly rates for Emergency Road Clearance (based on Section 2.3.1)

B. CRITERIA WEIGHTING

Points will be assigned to each Proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Qualifications/Ability Evaluation	25 points
3. Anticipated Delivery of Services Evaluation	20 points
4. Price Evaluation	55 points

Presentations **may/may not** be necessary.

The committee members will individually award points to the various Respondents based on the aforementioned criteria, after hearing the Respondent's presentations, and after a group discussion among committee members. The committee members are not allowed to award points to Respondents where the total points awarded to Respondents are tied. No

ties will be permitted.

The various Respondents will be assigned a ranking (ordinal score) in order of total points awarded by the individual committee members. The Respondent with the highest number of points awarded will receive an ordinal score of 1 and the Respondent with the second highest number of points will receive an ordinal score of 2, and so on.

All individual committee members will have their ordinal scores entered into a master spreadsheet along with the total points each Respondent received. The ordinal scores provided by each committee member for the various Respondents will be totaled and the total points each Respondent received will also be totaled, but separately.

The Respondent with the **lowest** ordinal score received based on the cumulative total of the ordinal scores for each zone will be recommended as the desired vendor for that zone to the Hendry County Board of County Commissioners, the City of Clewiston Commissioners, and the City of LaBelle Commissioners. If there is a tie in the cumulative ordinal scores between Respondents then the tie will be broken based on which Respondent has the highest cumulative points.

See Exhibit “A” for a SAMPLE master ranking spreadsheet.

C. DISCUSSIONS & PRESENTATIONS (MAY/MAY NOT BE NECESSARY)

The Proposers may/may not be requested to make presentations to the Ranking Committee. Hendry County, the City of Clewiston, and the City of LaBelle may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon request.

The Ranking Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Ranking Committee reserves the right to request the Proposer to provide additional information during this process.

D. AWARD OF AGREEMENT – PRIMARY, SECONDARY, AND TERTIARY CONTRACTORS

It is the intent of each Applicable Local Government to select a Primary, a Secondary, and a Tertiary Contractor for service to be provided to the Applicable Local Government under this proposal. The Primary Contractor shall be the initial firm mobilized by the Applicable Local Government. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable. The Tertiary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary and Secondary Contractors, or if the Primary and Secondary Contractors are unavailable.

The highest ranked firm shall be recommended for award as the Primary Contractor; the second highest ranked firm shall be recommended for award as the Secondary Contractor, and the third highest ranked firm shall be recommended for award as the Tertiary Contractor. All firms shall be responsive and responsible Proposers whose proposals are determined to be the top three most advantageous to the Applicable Local Governments, taking into consideration price and the evaluation factors set forth herein. Each Applicable Local Government reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the Applicable Local Government.

PROPOSED PROJECT SCHEDULE FOR SERVICES

Request for Proposals Opening – July 18, 2025
Selection Committee Meeting with Presentations (may/may not be necessary) – Anticipated before September 8, 2025
Selection Committee Recommendation to Hendry County BOCC for approval – Anticipated September 8, 2025

PROPOSED SELECTION COMMITTEE MEMBERS

Selection Committee Member #1 – R. Shane Parker, Hendry County Public Works Director
Selection Committee Member #2 – Robert Pastula, Hendry County Director of Emergency Management
Selection Committee Member #3 – John C. Anderson/Bradley Musser, FDOT OR Alternate Member
Selection Committee Member #4 – Brent Stevens, City of LaBelle OR Alternate Member
Selection Committee Member #5 – Danny Williams, City of Clewiston OR Alternate Member

SECTION X

REJECTION OF PROPOSALS

10-1. REJECTION OF PROPOSALS

The County Administrator or the Board of County Commissioners may cancel this solicitation or reject any or all of the responses, as set forth in Hendry County Code Section 1-2-185(c)(3)a.

10-2. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.

A. Responses containing mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice by the respondent received in the office designated in the procurement notice prior to the time set for opening.

B. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a material mistake of a factual or mathematical nature was made, the nature of the mistake, and the price actually intended. The assigned unit price, when applicable, will be the determining factor when an extension price is in error. In place of correction, a low bidder establishing a material mistake of a factual or mathematical nature may be permitted to withdraw its bid if:

1. The response was submitted in good faith;

2. The magnitude of the error made would make enforcement a severe hardship;

3. The miscalculation was not the result of gross negligence;

4. The error was reported immediately to the County; and

5. It is not later than twenty-four (24) hours after the competitive procurement opening, except that if the following day is not a business day for the County. In such case, a withdrawal may be made until 12:00 noon the next County business day.

All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the County Administrator.

10-3. COMPETITIVE PROCUREMENT DISPUTE RESOLUTION PROCEDURE.

A. Any competitive procurement award decision may be challenged on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Office of Management and

Budget within three (3) business days of e-mailing of the notice of intent to award in accordance with the County's Procurement Policy. A formal written procurement challenge shall be filed in the County Administrator's Office within ten (10) calendar days of the notice of intent to award. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings.

B. The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, fax number and phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.

C. The formal written procurement challenge shall contain at a minimum: the vendor and the competitive procurement involved, a clear statement of the grounds on which the challenge is based, reference to the statutes, laws, ordinances or other legal authorities which the vendor deems applicable to such grounds, and the specific relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of intent to challenge and the formal written procurement challenge to the County Administrator. The County Administrator shall, within ten (10) calendar days of receipt of the formal written procurement challenge, investigate the challenge claim. If the challenge is found to be lacking in legitimate legal grounds, or if the challenge is incorrect factually, the County Administrator shall inform the vendor of such finding. If the challenge is found to be meritorious, the County Administrator shall inform all vendors who submitted responses of such finding. In the event the challenge is not resolved to all affected parties' satisfaction, the Board shall, within a reasonable time, be presented with the written challenge and the County Administrator's findings. The procurement which is the subject of the protest shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect the substantial interests of the County. The Board's decision on the challenge shall be final.

D. Nothing herein relinquishes the County's rights to waive irregularities and formalities. Further, nothing herein shall create any rights in the unsuccessful vendor.

SECTION XI

INSURANCE REQUIREMENTS

Commercial General Liability: The RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Commercial General Liability (CGL) Insurance with limits of at least $1,000,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of at least $2,000,000. Products and completed operations aggregate shall be no less than $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. RESPONDENT/VENDOR'S CGL insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Business Automobile Liability: RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. RESPONDENT/VENDOR'S Business Automobile Liability insurance shall be primary with respect to the COUNTY, and contribution may not be sought from any insurance held by the COUNTY.

Workers Compensation: Unless exempt, RESPONDENT/VENDOR shall have and maintain throughout the duration of the Agreement Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is subcontracted, RESPONDENT/VENDOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by RESPONDENT/VENDOR.

Professional Liability: The RESPONDENT/VENDOR shall purchase and maintain professional liability or malpractice insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on the CGL and Business Automobile Liability insurance policies.

RESPONDENT/VENDOR must provide valid certificates of insurance to the COUNTY for all policies. RESPONDENT/VENDOR will be required to provide the COUNTY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

Sub-Consultants and Subcontractors: In the event that the RESPONDENT/VENDOR engages SUB-CONSULTANTS or SUBCONTRACTORS to assist the RESPONDENT/VENDOR in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the RESPONDENT/VENDOR shall cover all of the services or work to be provided or performed by all of the SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR. However, in the event the services or work of SUB-CONSULTANTS or SUBCONTRACTORS engaged by the RESPONDENT/VENDOR are not covered by the RESPONDENT/VENDOR'S insurance policy(s), it shall be the responsibility of the RESPONDENT/VENDOR to ensure that all SUB-CONSULTANTS or SUBCONTRACTORS have fully complied with the COUNTY insurance requirements for: (1) Commercial General Liability; (2) Business Automobile Liability; (3) Worker's Compensation; or (4) Professional Liability as required and set forth in this Article.

SECTION XII

LOCAL PREFERENCE

Unless prohibited by Federal or State Statute restrictions, Hendry County may grant a purchase preference for local vendors and businesses as authorized by Hendry County Code of Ordinances, Article XI., Purchase Preference for Local Vendors and Businesses.

This project may receive state or federal funding; therefore, local vendor preference **WILL NOT** apply to this solicitation.

SECTION XIII

E- VERIFY

Vendors/Contractors:

A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

B. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

SECTION XIV

MISCELLANEOUS

A. ***No Lobbying*****:** All respondents are hereby placed on notice that any communication, whether written or oral, with Hendry County elected officials or any County staff or outside individuals working with the County in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bids, proposals, qualifications and/or any other solicitation released by the County. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Acknowledgement with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Acknowledgement will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

B. ***Collusion, Gratuities and Kickbacks:*** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any County Commissioner, County employee or County representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

C. ***Modifications:*** The County reserves the right to modify, alter or change the scope or other aspects of this solicitation.

D. ***Level Playing Field:*** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.

E. ***Public Entity Crime Affidavit:*** As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must

notify the County within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

F. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Hendry County Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

G. Immigration Laws: Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

H. *Activities in Certain Countries:* As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not participating in a boycott of Israel.

Additionally, as provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

ATTACHMENT 1
RFP No. 2025-22 **PROPOSER'S AFFIDAVIT**

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the County. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the County may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business	Mailing Address
	City, State & Zip Code
Authorized Signature	Telephone Number/Fax Number
Name & Title, Printed	Email Address

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, who is personally known to me or produced _____ as identification.

_____
Signature of Notary Public – State of Florida

ATTACHMENT 2
RFP No. 2025-22 PROPOSER'S QUALIFICATION QUESTIONNAIRE

Contractor must be certified/licensed by the State of Florida prior to submitting the type of work required by this project.

SUBMITTED BY: _____ ( ) Individual
Company
_____ ( ) Partnership
Street or PO Box
_____ ( ) Corporation
City, State & Zip Code
_____ ( ) Joint Venture
Phone/Fax/Email

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact _____ Title _____

Telephone # _____ Fax #_____Email _____

2. How many years has your organization been in business as a licensed Contractor under your present name:_____ Year established :_____

3. Under what other names has your organization operated? _____

_____

4. List below the names, titles and addresses of officers, owners and partners:

_____

_____

5. Prepare a list as indicated on Attachment 3 – Completed Contracts (attached) of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Contracts (attached) of this type that your organization is currently engaged in.

Have you ever failed to complete any work awarded to you? _____

When? _____

Where? _____

Why? _____

RFP No. 2025-22

ATTACHMENT 3
COMPLETED CONTRACTS

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT 3
COMPLETED CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

RFP No. 2025-22

ATTACHMENT 4
CURRENT CONTRACTS

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT 4
CURRENT CONTRACTS
(Continued)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

Owner's Contact's Name, Address & Phone Number _____

_____

_____

ATTACHMENT A
RFP No. 2025-22 NO LOBBYING ACKNOWLEDGEMENT

_____ is the authorized representative of

_____,

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry County. The vendor and any of its agents agrees to abide by the Hendry County no lobbying restrictions in regard to this solicitation.

_____ _____

Date Signature

ATTACHMENT B

RFP No. 2025-22 ANTI-COLLUSION & NO GIFTS AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____ (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

_____
Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____
Signature of Notary Public
State of Florida

(stamp)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C

RFP No. 2025-22 PUBLIC ENTITY CRIME AFFIDAVIT

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

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 HENDRY COUNTY, FLORIDA

by:_____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement) whose business address is:

_____

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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 any 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 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 PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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.

_____
Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____
Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

SEAL OR STAMP

ATTACHMENT D
RFP No. 2025-22 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____
_____ (Name of contractor, firm or individual)
and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a county employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____ NO _____

Name(s) Position(s)

_____

_____

_____

_____
Affiant

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

2025, by _____.

_____
Signature of Notary Public

(stamp) State of Florida

ATTACHMENT E

RFP No. 2025-22 **IMMIGRATION LAW AFFIDAVIT**

Hendry County will not intentionally award county contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

_____ being first duly sworn, deposes and says that he/she is the authorized representative of _____
(Name of contractor, firm or individual)
and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

STATE OF FLORIDA
COUNTY OF _____

_____
Affiant

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

2025, by _____.

_____
Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT F

RFP No. 2025-22 DRUG-FREE WORKPLACE AFFIDAVIT

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

   As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____

Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT G

RFP No. 2025-22 **EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The County shall be the sole judge of a proposed substitution equivalency.

Specification	Page	Item	Not Available/Explanation

ATTACHMENT H

RFP No. 2025-22 AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

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 HENDRY COUNTY, FLORIDA

   by:_____

   (print individual's name and title)

   for:_____

   (print name of entity submitting sworn statement)

   whose business address is: _____.

2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

3. I also understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the County for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute 215.473, or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the County.

4. 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.)

☐ The entity **is not** participating in a boycott of Israel, **is not** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and **does not** have business operations in Cuba or Syria.

☐ The entity **is** participating in a boycott of Israel, **is** on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it **has** business operations in Cuba or Syria.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE 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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____, 2025.

Personally known _____ OR Type of Identification Produced: _____

_____

Notary Public – State of Florida_____

My Commission Expires: _____

SEAL OR STAMP

ATTACHMENT I

RFP No. 2025-22 IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

The RESPONDENT/VENDOR shall fully indemnify, defend, and hold harmless the Florida Department of Agriculture and Consumer Services, herein referred to as the DEPARTMENT, from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of the VENDOR's products or DEPARTMENT's operation or use of the VENDOR's product in a manner not contemplated by the agreement. If any product is the subject of an infringement suit, or in the VENDOR's opinion is likely to become the subject of such a suit, the VENDOR at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become noninfringing. If the VENDOR is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the VENDOR shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

The VENDOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the VENDOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The VENDOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the WORK, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

_____ _____

Date Signature

ATTACHMENT J
RFP No. 2025-22 CONTRACT PROVISIONS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This contract is part of a Federal Emergency Management Agency (FEMA) funding agreement and the following provisions apply:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

_____
Signature of Contractor’s Authorized Official

_____
Name and Title of Contractor’s Authorized Official

_____
Date

ATTACHMENT K
RFP No. 2025-22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

ATTACHMENT L
RFP No. 2025-22 UNIT RATE PRICE SCHEDULE

1. Right-of-Way Clearing and removing debris from the public right-of-way, streets and roads and Private Property Debris Removal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

ZONE 1 - CITY OF CLEWISTON

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$_____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24": $ _____ per tree

* 24 – 36": $ _____ per tree

* Greater than 36": $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 2 - CITY OF LABELLE

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$_____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$ _____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

A. Right-of-Way (ROW) clearing and removing debris from the public right-of-way, streets and roads.

1.A.1 Load and haul Vegetative Debris to a Debris Management Site (DMS):

$ _____ per cubic yard for 0-5 miles, one-way haul

$ _____ per cubic yard for 5.1-10 miles, one-way haul

$ _____ per cubic yard for 10.1-15 miles, one way haul

$ _____ per cubic yard for 15.1-30 miles, one way haul

1.A.2 Load and Haul C&D and mixed debris directly to Final Disposal Site:

$ _____ per cubic yard for 0-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

$ _____ per cubic yard for 60.1-90 miles, one way haul

$_____ per cubic yard for 90.1 miles or greater, one way haul

1.A.3 Right-of-Way (ROW) stumps: Removal and Disposal to Final Disposal Site of stumps from the ROW.

24” diameter and up, but less than 36” diameter: $ _____ each

36” diameter and up, but less than 48” diameter: $ _____ each

48” diameter and up, but less than 72” diameter: $ _____ each

Equal to or greater than 72” diameter: $ _____ each

Removal of non-hazardous stumps from the ROW placed by others.
(as per FEMA/FHWA Stump Conversion Table): $ _____ cubic yard

Backfill.

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

$_____ per cubic yard

1.A.4. Right-of-Way (ROW) cutting partially uprooted or split trees (Leaners). Cut leaning, partially uprooted or split trees within the ROW or the portion overhanging the ROW and place the debris in the ROW for removal as ROW debris.

Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

* Less than 24”: $ _____ per tree

* 24 – 36”: $ _____ per tree

* Greater than 36”: $ _____ per tree

* Diameter of tree at 2 feet from base

1.A.5. Right-of-Way (ROW) removal of dangerous hanging limbs (Hangers). Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris.

$ _____ per tree

1.A.6. Drainage ditches silt and debris removal.

Ditch width 0 - 4.0 feet: $ _____ per linear foot

Ditch width 4.1 – 8.0 feet: $ _____ per linear foot

Ditch width 8.1 – 12.0 feet: $ _____ per linear foot

Ditch width 12.1 – 16.0 feet: $ _____ per linear foot

Ditch width 16.1 – 20.0 feet: $ _____ per linear foot

Ditch width 20.1 feet or greater: $ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris.
Silt to be hauled and disposed of at $_____ per cubic yard

1.A.7 Loading and hauling of white goods.

$ _____ per unit

Removal and proper disposal of Freon.

$ _____ per unit

2. Management and operation of DMS to accept, process, and reduce disaster related debris.

ZONE 1 - CITY OF CLEWISTON

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 2 - CITY OF LABELLE

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

ZONE 4 - WESTERN UNINCORPORATED HENDRY COUNTY

2.1 Cost associated with managing, accepting, processing, and reducing vegetative debris through grinding:

$ _____ per cubic yard

2.2 Cost associated with managing, accepting, processing, and reducing vegetative debris through burning:

$ _____ per cubic yard

2.3 Haul out reduced debris to final disposal. Note, mileage pricing is not cumulative. For example, if the Vendor bids $1 to haul 0-5 miles, $2 to haul 5.1-10 miles and $3 to haul 10.1-15 miles, and the particular haul is 12 miles, the Vendor would only be entitled to $3 per cubic yard.

$ _____ per cubic yard for 0-15 miles, one-way haul

$ _____ per cubic yard for 15.1-30 miles, one-way haul

$ _____ per cubic yard for 30.1-60 miles, one-way haul

EMERGENCY ROAD CLEARANCE
ZONE 1 - CITY OF CLEWISTON

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 2 - CITY OF LABELLE

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 3 - EASTERN UNINCORPORATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

ZONE 4 - WESTERN UNINCORPOATED HENDRY COUNTY

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Broom – Mechanized	Hour	$ _____
Bucket Truck – 50 ft.	Hour	$ _____
Bucket Truck – 50 ft. to 75 ft.	Hour	$ _____
Chipper w/ 2 man crew (Morbark Storm)	Hour	$ _____
Crane – Up to 15 ton	Hour	$ _____
Crane – 30-49 tons	Hour	$ _____
Crane – 50 ton or larger	Hour	$ _____
Crane – 100 ton	Hour	$ _____
Dozer – CAT D4	Hour	$ _____
Dozer – CAT D6	Hour	$ _____
Dozer – CAT D7	Hour	$ _____
Dozer – CAT D8	Hour	$ _____
Dump Trailer w/ Tractor, 30 to 40 CY	Hour	$ _____
Dump Trailer w/ Tractor, 41 to 50 CY	Hour	$ _____
Dump Trailer w/ Tractor, 51 to 60 CY	Hour	$ _____
Dump Truck – 16-30 CY	Hour	$ _____
Dump Truck – 31-60 CY	Hour	$ _____
Dump Truck – 61-100 CY	Hour	$ _____
Dump Truck – Trailer 24-40 CY	Hour	$ _____
Dump Truck – Trailer 41-60 CY	Hour	$ _____
Dump Truck – Trailer 50-80 CY	Hour	$ _____
Equipment Transports	Hour	$ _____
Excavator – Trackhoe (2-3 CY capacity)	Hour	$ _____
Excavator – CAT 320	Hour	$ _____
Excavator – CAT 325	Hour	$ _____
Excavator – CAT 330	Hour	$ _____
Excavator – Rubber Tired w/ Debris Grapple	Hour	$ _____
Forklift – Extends Boom w/ Debris Grapple	Hour	$ _____
Fuel Truck (1000 gallon)	Hour	$ _____
Light Plant - Portable	Hour	$ _____

Equipment Type/Description	Unit	Unit Price ($ / Hour)
Loader – Bobcat 753 or JD648-E w/ Debris Grapple	Hour	$ _____
Loader – Rubber Tired Front End (2-5 CY capacity)	Hour	$ _____
Loader – Front End, 544 or equal w/ Debris Grapple	Hour	$ _____
Loader – Knuckle Boom – 216 Prentice	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 25-35 CY Body	Hour	$ _____
Loader – Self, Knuckle Boom Truck, 35-45 CY Body	Hour	$ _____
Loader – Skid Steer – 753 Bobcat w/ Bucket	Hour	$ _____
Loader – Steer – 753 Bobcat Skid w/ Street Sweeper	Hour	$ _____
Loader – Trackhoe 690 JD or equal	Hour	$ _____
Loader – Wheel, CAT 955	Hour	$ _____
Loader – Wheel, CAT 966	Hour	$ _____
Low Bed Equipment Trailer, 35 ton capacity & Tractor	Hour	$ _____
Motor Grader – CAT 125-140 HP	Hour	$ _____
Passenger Car	Hour	$ _____
Passenger Van	Hour	$ _____
Power Screen	Hour	$ _____
Stump Grinder / Vermeer 252	Hour	$ _____
Trackhoe – CAT 320	Hour	$ _____
Tractor – Box Blade	Hour	$ _____
Tree Trimming Truck w/ Chipper and Bucket	Hour	$ _____
Tub Grinder – 12 ft. / Morbark 1200	Hour	$ _____
Tub Grinder – 13 ft. / Morbark 1300	Hour	$ _____
Tub Grinder – 14 ft. / Diamond Z 1463	Hour	$ _____
Tub Grinder – 300-400	Hour	$ _____
Tub Grinder – Horz., Diamond Z or equal	Hour	$ _____

Authorized Signature:_____

Date:_____

RFP No. 2025-22

EXHIBIT "A"
SAMPLE RANKING SHEET

RFP #2025-22, Disaster Debris Removal and Disposal Services

RFP Number and Title		Qualifications/Ability Evaluation	Anticipated Delivery of Services	Prive Evaluation	Total	Rank
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Selection Committee Member #1	Firm #1					
	Firm #2					
Selection Committee Member #2	Firm #1					
	Firm #2					
Selection Committee Member #3	Firm #1					
	Firm #2					
Selection Committee Member #4	Firm #1					
	Firm #2					
Selection Committee Member #5	Firm #1					
	Firm #2					

Ordinal Score

Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Total	Rank
Firm #1						
Firm #2						

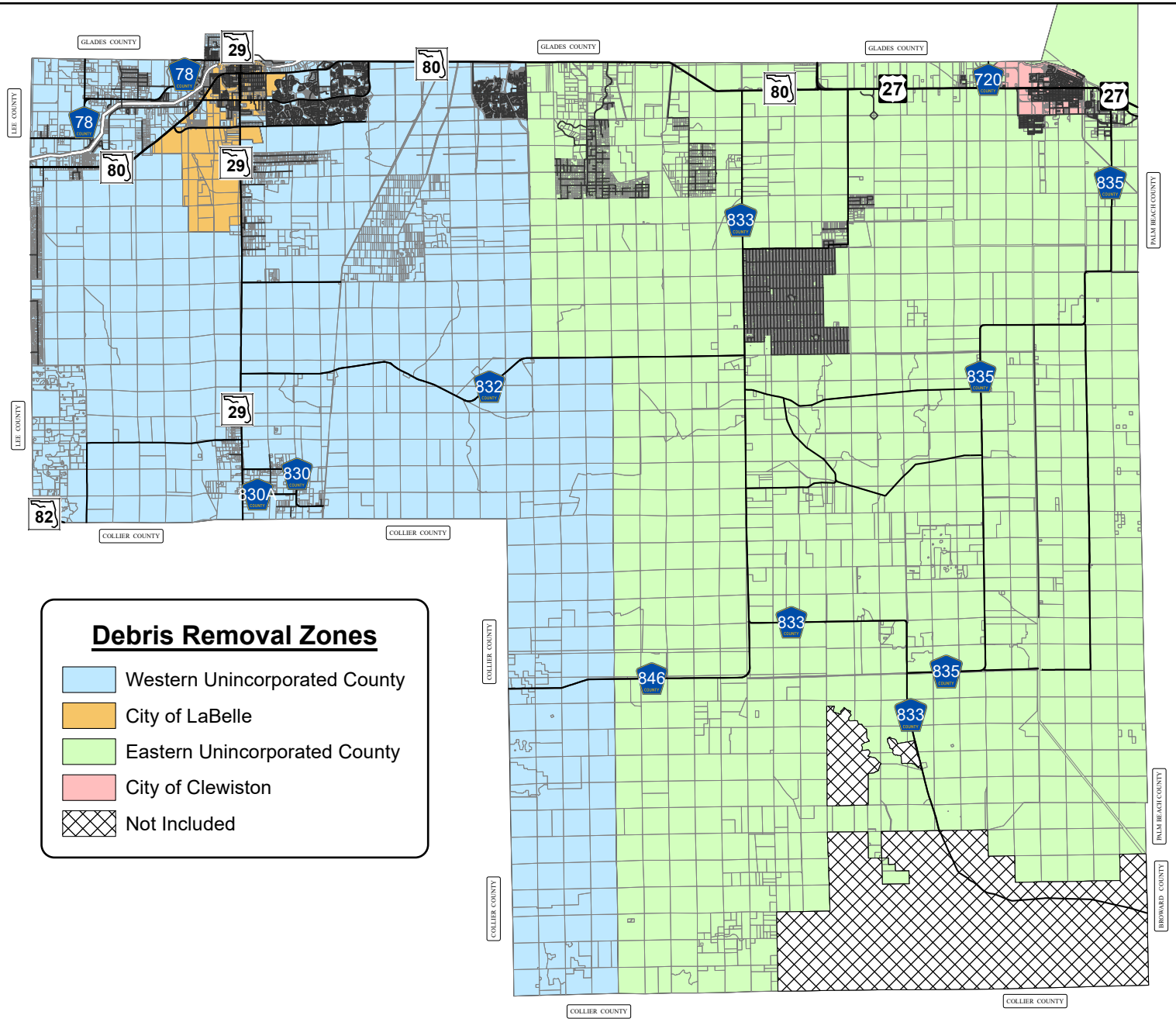
Total Points - Tie-Breaker (if required)

Company	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Total	Rank
Firm #1						
Firm #2						

RFP No. 2025-22

EXHIBIT "B"
DEBRIS REMOVAL ZONES
LOCATION MAP

NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Hendry County Debris Removal Zones

Debris Removal Zones.PDF

May 21, 2025

HENDRY COUNTY GIS DEPARTMENT

STEVEN L. McCORMICK, COORDINATOR

EXHIBIT "C"
RFP No. 2025-22 FEMA STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46{,}656}$$

0.7854 is one-fourth Pi and is a constant.
46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

Stump diameter measured 2 feet up from the ground
Stump diameter to root-ball diameter ratio of 1:3.6
Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

EXHIBIT "D"

RFP No. 2025-22 FHWA 1273 FORM

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

NEXT PAGE

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	18	14	40	72	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	52	93	2
	Bergeron Emergency Services, Inc.	15	5	48	68	10
	Ceres Environmental Services, Inc.	21	20	50	91	4
	CTC Disaster Response, Inc.	18	19	55	92	3
	D&J Enterprises, Inc.	0	20	49	69	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	15	47	75	9
	Grubbs Emergency Services, LLC	21	17	51	89	5
	Rapid Response Disaster Services, LLC	16	18	54	88	6
	TFR Enterprises, Inc.	18	18	45	81	7
	Wherry Truck Lines, Inc.	23	19	53	95	1
Danny Williams	Aftermath Disaster Recovery, Inc.	0	0	0	0	0
	Bergeron Emergency Services, Inc.	0	0	0	0	0
	Ceres Environmental Services, Inc.	0	0	0	0	0
	CTC Disaster Response, Inc.	0	0	0	0	0
	D&J Enterprises, Inc.	0	0	0	0	0
	DRC Emergency Services, LLC	0	0	0	0	0
	Dynamic Group, LLC	0	0	0	0	0
	Grubbs Emergency Services, LLC	0	0	0	0	0
	Rapid Response Disaster Services, LLC	0	0	0	0	0
	TFR Enterprises, Inc.	0	0	0	0	0
	Wherry Truck Lines, Inc.	0	0	0	0	0
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	7
	Bergeron Emergency Services, Inc.	23	20	49	92	6
	Ceres Environmental Services, Inc.	25	20	53	98	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	48	82	9
	Grubbs Emergency Services, LLC	21	20	53	94	4
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	35	75	11
	Wherry Truck Lines, Inc.	25	20	55	100	1
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Ordinal Score

Company	Bradley Musser	Brent Stevens	Danny Williams	R. Shane Parker	Robert Pastula	Total	Rank
Aftermath Disaster Recovery, Inc.	5	2	0	7	4	18	5
Bergeron Emergency Services, Inc.	9	10	0	6	9	34	10
Ceres Environmental Services, Inc.	4	4	0	3	2	13	3
CTC Disaster Response, Inc.	3	3	0	2	3	11	2
D&J Enterprises, Inc.	11	11	0	10	11	43	11
DRC Emergency Services, LLC	7	8	0	8	10	33	8
Dynamic Group, LLC	8	9	0	9	8	34	9
Grubbs Emergency Services, LLC	2	5	0	4	6	17	4
Rapid Response Disaster Services, LLC	6	6	0	5	7	24	6
TFR Enterprises, Inc.	10	7	0	11	5	33	7
Wherry Truck Lines, Inc.	1	1	0	1	1	4	1

Total Points - Tie-Breaker (if required)

Company	Bradley Musser	Brent Stevens	Danny Williams	R. Shane Parker	Robert Pastula	Total
Aftermath Disaster Recovery, Inc.	76	93	0	91	87	347
Bergeron Emergency Services, Inc.	64	68	0	92	75	299
Ceres Environmental Services, Inc.	79	91	0	98	93	361
CTC Disaster Response, Inc.	82	92	0	99	92	365
D&J Enterprises, Inc.	40	69	0	78	20	207
DRC Emergency Services, LLC	70	79	0	83	70	302
Dynamic Group, LLC	67	75	0	82	76	300
Grubbs Emergency Services, LLC	86	89	0	94	81	350
Rapid Response Disaster Services, LLC	72	88	0	93	79	332
TFR Enterprises, Inc.	63	81	0	75	84	303
Wherry Truck Lines, Inc.	95	95	0	100	96	386

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	50	91	2
	Bergeron Emergency Services, Inc.	15	5	55	75	9
	Ceres Environmental Services, Inc.	21	20	47	88	4
	CTC Disaster Response, Inc.	18	19	52	89	3
	D&J Enterprises, Inc.	0	20	53	73	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	16	45	74	10
	Grubbs Emergency Services, LLC	21	17	47	85	6
	Rapid Response Disaster Services, LLC	16	18	49	83	7
	TFR Enterprises, Inc.	18	18	51	87	5
	Wherry Truck Lines, Inc.	23	19	54	96	1
Danny Williams	Aftermath Disaster Recovery, Inc.	0	0	0	0	0
	Bergeron Emergency Services, Inc.	0	0	0	0	0
	Ceres Environmental Services, Inc.	0	0	0	0	0
	CTC Disaster Response, Inc.	0	0	0	0	0
	D&J Enterprises, Inc.	0	0	0	0	0
	DRC Emergency Services, LLC	0	0	0	0	0
	Dynamic Group, LLC	0	0	0	0	0
	Grubbs Emergency Services, LLC	0	0	0	0	0
	Rapid Response Disaster Services, LLC	0	0	0	0	0
	TFR Enterprises, Inc.	0	0	0	0	0
	Wherry Truck Lines, Inc.	0	0	0	0	0
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	53	96	4
	Bergeron Emergency Services, Inc.	23	20	45	88	8
	Ceres Environmental Services, Inc.	25	20	52	97	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	44	79	9
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	50	91	7
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	52	92	6
	Wherry Truck Lines, Inc.	25	20	55	100	1
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Ordinal Score

Company	Bradley Musser	Brent Stevens	Danny Williams	R. Shane Parker	Robert Pastula	Total	Rank
Aftermath Disaster Recovery, Inc.	5	2	0	4	4	15	4
Bergeron Emergency Services, Inc.	9	9	0	8	9	35	9
Ceres Environmental Services, Inc.	4	4	0	3	2	13	3
CTC Disaster Response, Inc.	3	3	0	2	3	11	2
D&J Enterprises, Inc.	11	11	0	10	11	43	11
DRC Emergency Services, LLC	7	8	0	9	10	34	8
Dynamic Group, LLC	8	10	0	11	8	37	10
Grubbs Emergency Services, LLC	2	6	0	7	6	21	5
Rapid Response Disaster Services, LLC	6	7	0	5	7	25	6
TFR Enterprises, Inc.	10	5	0	6	5	26	7
Wherry Truck Lines, Inc.	1	1	0	1	1	4	1

Total Points - Tie-Breaker (if required)

Company	Bradley Musser	Brent Stevens	Danny Williams	R. Shane Parker	Robert Pastula	Total
Aftermath Disaster Recovery, Inc.	76	91	0	96	87	350
Bergeron Emergency Services, Inc.	64	75	0	88	75	302
Ceres Environmental Services, Inc.	79	88	0	97	93	357
CTC Disaster Response, Inc.	82	89	0	99	92	362
D&J Enterprises, Inc.	40	73	0	78	20	211
DRC Emergency Services, LLC	70	79	0	79	70	298
Dynamic Group, LLC	67	74	0	72	76	289
Grubbs Emergency Services, LLC	86	85	0	91	81	343
Rapid Response Disaster Services, LLC	73	83	0	93	79	328
TFR Enterprises, Inc.	63	87	0	92	84	326
Wherry Truck Lines, Inc.	95	96	0	100	96	387

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	51	92	4
	Bergeron Emergency Services, Inc.	15	5	50	70	11
	Ceres Environmental Services, Inc.	21	20	54	95	1
	CTC Disaster Response, Inc.	18	19	54	91	5
	D&J Enterprises, Inc.	0	20	53	73	10
	DRC Emergency Services, LLC	15	18	54	87	7
	Dynamic Group, LLC	13	15	54	82	9
	Grubbs Emergency Services, LLC	21	17	55	93	3
	Rapid Response Disaster Services, LLC	16	18	49	83	8
	TFR Enterprises, Inc.	18	18	52	88	6
	Wherry Truck Lines, Inc.	23	19	52	94	2
Danny Williams	Aftermath Disaster Recovery, Inc.	0	0	0	0	0
	Bergeron Emergency Services, Inc.	0	0	0	0	0
	Ceres Environmental Services, Inc.	0	0	0	0	0
	CTC Disaster Response, Inc.	0	0	0	0	0
	D&J Enterprises, Inc.	0	0	0	0	0
	DRC Emergency Services, LLC	0	0	0	0	0
	Dynamic Group, LLC	0	0	0	0	0
	Grubbs Emergency Services, LLC	0	0	0	0	0
	Rapid Response Disaster Services, LLC	0	0	0	0	0
	TFR Enterprises, Inc.	0	0	0	0	0
	Wherry Truck Lines, Inc.	0	0	0	0	0
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	6
	Bergeron Emergency Services, Inc.	23	20	49	92	5
	Ceres Environmental Services, Inc.	25	20	53	98	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	9
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	53	94	4
	Rapid Response Disaster Services, LLC	20	20	45	85	7
	TFR Enterprises, Inc.	20	20	35	75	10
	Wherry Truck Lines, Inc.	25	20	55	100	1
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Ordinal Score

Company	Bradley Musser	Brent Stevens	Danny Williams	R. Shane Parker	Robert Pastula	Total	Rank
Aftermath Disaster Recovery, Inc.	5	4	0	6	4	19	5
Bergeron Emergency Services, Inc.	9	11	0	5	9	34	9
Ceres Environmental Services, Inc.	4	1	0	3	2	10	2
CTC Disaster Response, Inc.	3	5	0	2	3	13	3
D&J Enterprises, Inc.	11	10	0	9	11	41	11
DRC Emergency Services, LLC	7	7	0	8	10	32	8
Dynamic Group, LLC	8	9	0	11	8	36	10
Grubbs Emergency Services, LLC	2	3	0	4	6	15	4
Rapid Response Disaster Services, LLC	6	8	0	7	7	28	6
TFR Enterprises, Inc.	10	6	0	10	5	31	7
Wherry Truck Lines, Inc.	1	2	0	1	1	5	1

Total Points - Tie-Breaker (if required)

Company	Bradley Musser	Brent Stevens	Danny Williams	R. Shane Parker	Robert Pastula	Total
Aftermath Disaster Recovery, Inc.	76	92	0	91	87	346
Bergeron Emergency Services, Inc.	64	70	0	92	75	301
Ceres Environmental Services, Inc.	79	95	0	98	93	365
CTC Disaster Response, Inc.	82	91	0	99	92	364
D&J Enterprises, Inc.	40	73	0	78	20	211
DRC Emergency Services, LLC	70	87	0	83	70	310
Dynamic Group, LLC	67	82	0	72	76	297
Grubbs Emergency Services, LLC	86	93	0	94	81	354
Rapid Response Disaster Services, LLC	73	83	0	85	79	320
TFR Enterprises, Inc.	63	88	0	75	84	310
Wherry Truck Lines, Inc.	95	94	0	100	96	385

TABULATION OF BIDS/REQUEST FOR PROPOSALS (RFP)

BID/RFP# 2025-22 **OPEN DATE AND TIME 07/18/2025 @ 2:00 p.m.**

PROJECT DESCRIPTION: REQUEST FOR PROPOSALS
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES FOR HENDRY COUNTY, THE CITY OF CLEWISTON, AND THE CITY OF LABELLE

NAME	AMOUNT	BOND	CHECK	AMOUNT
Wherry Truck Lines Inc				
TFR Enterprises Inc				
DRC Emergency Services				
Ceres Environmental				
Disaster Response Services-Grubbs		Emergency		
CTC Disaster Response				
Dynamic Group LLC				
Bergeron Emergency Services				
Aftermath Disaster Recovery				
Rapid Response Disaster Services				
D+J Enterprises				

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
5	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
9	Bergeron Emergency Services, Inc.	16	11	37	64	9
4	Ceres Environmental Services, Inc.	21	16	42	79	4
3	CTC Disaster Response, Inc.	22	17	43	82	3
11	D&J Enterprises, Inc.	10	5	25	40	11
Bradley Musser 7	DRC Emergency Services, LLC	18	13	39	70	7
8	Dynamic Group, LLC	17	12	38	67	8
2	Grubbs Emergency Services, LLC	23	18	45	86	2
6	Rapid Response Disaster Services, LLC	19	14	40	73	6
10	TFR Enterprises, Inc.	15	10	38	63	10
1	Wherry Truck Lines, Inc.	25	20	50	95	1

Bradley Musser September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

Bradley Musser September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

Bradley Musser September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	26	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

Bradley Musser — September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Bradley Musser	Aftermath Disaster Recovery, Inc.	20	15	41	76	5
	Bergeron Emergency Services, Inc.	16	11	37	64	9
	Ceres Environmental Services, Inc.	21	16	42	79	4
	CTC Disaster Response, Inc.	22	17	43	82	3
	D&J Enterprises, Inc.	10	5	25	40	11
	DRC Emergency Services, LLC	18	13	39	70	7
	Dynamic Group, LLC	17	12	38	67	8
	Grubbs Emergency Services, LLC	23	18	45	86	2
	Rapid Response Disaster Services, LLC	19	14	40	73	6
	TFR Enterprises, Inc.	15	10	38	63	10
	Wherry Truck Lines, Inc.	25	20	50	95	1

September 10, 2025

Bradley Musser

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	52	93	2
	Bergeron Emergency Services, Inc.	15	5	48	68	10
	Ceres Environmental Services, Inc.	21	20	50	91	4
	CTC Disaster Response, Inc.	18	19	55	92	3
	D&J Enterprises, Inc.	0	20	49	69	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	15	47	75	9
	Grubbs Emergency Services, LLC	21	17	51	89	5
	Rapid Response Disaster Services, LLC	16	18	54	88	6
	TFR Enterprises, Inc.	18	18	45	81	7
	Wherry Truck Lines, Inc.	23	19	53	95	1

Brent Stevens September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	52	93	2
	Bergeron Emergency Services, Inc.	15	5	48	68	10
	Ceres Environmental Services, Inc.	21	20	50	91	4
	CTC Disaster Response, Inc.	18	19	55	92	3
	D&J Enterprises, Inc.	0	20	49	69	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	15	47	75	9
	Grubbs Emergency Services, LLC	21	17	51	89	5
	Rapid Response Disaster Services, LLC	16	18	54	88	6
	TFR Enterprises, Inc.	18	18	45	81	7
	Wherry Truck Lines, Inc.	23	19	53	95	1

Brent Stevens September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	52	93	2
	Bergeron Emergency Services, Inc.	15	5	48	68	10
	Ceres Environmental Services, Inc.	21	20	50	91	4
	CTC Disaster Response, Inc.	18	19	55	92	3
	D&J Enterprises, Inc.	0	20	49	69	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	15	47	75	9
	Grubbs Emergency Services, LLC	21	17	51	89	5
	Rapid Response Disaster Services, LLC	16	18	54	88	6
	TFR Enterprises, Inc.	18	18	45	81	7
	Wherry Truck Lines, Inc.	23	19	53	95	1

Brent Stevens

September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	52	93	2
	Bergeron Emergency Services, Inc.	15	5	48	68	10
	Ceres Environmental Services, Inc.	21	20	50	91	4
	CTC Disaster Response, Inc.	18	19	55	92	3
	D&J Enterprises, Inc.	0	20	49	69	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	15	47	75	9
	Grubbs Emergency Services, LLC	21	17	51	89	5
	Rapid Response Disaster Services, LLC	16	18	54	88	6
	TFR Enterprises, Inc.	18	18	45	81	7
	Wherry Truck Lines, Inc.	23	19	53	95	1

Brent Stevens September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	50	91	2
	Bergeron Emergency Services, Inc.	15	5	55	75	9
	Ceres Environmental Services, Inc.	21	20	47	88	4
	CTC Disaster Response, Inc.	18	19	52	89	3
	D&J Enterprises, Inc.	0	20	53	73	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	16	45	74	10
	Grubbs Emergency Services, LLC	21	17	47	85	6
	Rapid Response Disaster Services, LLC	16	~~18~~ 18	49	83	7
	TFR Enterprises, Inc.	18	18	51	87	5
	Wherry Truck Lines, Inc.	23	19	54	96	1

Brent Stevens September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	50	91	2
	Bergeron Emergency Services, Inc.	15	5	55	75	9
	Ceres Environmental Services, Inc.	21	20	47	88	4
	CTC Disaster Response, Inc.	18	19	52	89	3
	D&J Enterprises, Inc.	0	20	53	73	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	16	45	74	10
	Grubbs Emergency Services, LLC	21	17	47	85	6
	Rapid Response Disaster Services, LLC	16	18	49	83	7
	TFR Enterprises, Inc.	18	18	51	87	5
	Wherry Truck Lines, Inc.	23	19	54	96	1

Brent Stevens September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	50	91	2
	Bergeron Emergency Services, Inc.	15	5	55	75	9
	Ceres Environmental Services, Inc.	21	20	[redacted]47	88	4
	CTC Disaster Response, Inc.	18	19	52	89	3
	D&J Enterprises, Inc.	0	20	53	73	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	16	45	[redacted]74	10
	Grubbs Emergency Services, LLC	21	17	47	85	6
	Rapid Response Disaster Services, LLC	16	18	49	83	7
	TFR Enterprises, Inc.	18	18	51	87	5
	Wherry Truck Lines, Inc.	23	19	54	96	1

Brent Stevens September 10, 2025

Brent Stevens

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	50	91	2
	Bergeron Emergency Services, Inc.	15	5	55	75	9
	Ceres Environmental Services, Inc.	21	20	47	88	4
	CTC Disaster Response, Inc.	18	19	52	89	3
	D&J Enterprises, Inc.	0	20	53	73	11
	DRC Emergency Services, LLC	15	18	46	79	8
	Dynamic Group, LLC	13	16	45	74	10
	Grubbs Emergency Services, LLC	21	17	47	85	6
	Rapid Response Disaster Services, LLC	16	18	49	83	7
	TFR Enterprises, Inc.	18	18	51	87	5
	Wherry Truck Lines, Inc.	23	19	54	96	1

Brent Stevens September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	51	92	4
	Bergeron Emergency Services, Inc.	15	5	50	70	11
	Ceres Environmental Services, Inc.	21	20	54	95	1
	CTC Disaster Response, Inc.	18	19	54	91	5
	D&J Enterprises, Inc.	0	20	53	73	10
	DRC Emergency Services, LLC	15	18	54	87	7
	Dynamic Group, LLC	13	15	54	82	9
	Grubbs Emergency Services, LLC	21	17	55	93	3
	Rapid Response Disaster Services, LLC	16	18	49	83	8
	TFR Enterprises, Inc.	18	18	52	88	6
	Wherry Truck Lines, Inc.	23	19	52	94	2

Brent Stevens September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	51	92	4
	Bergeron Emergency Services, Inc.	15	5	50	70	11
	Ceres Environmental Services, Inc.	21	20	54	96	1
	CTC Disaster Response, Inc.	18	19	54	91	5
	D&J Enterprises, Inc.	0	20	53	73	10
	DRC Emergency Services, LLC	15	18	54	87	7
	Dynamic Group, LLC	13	15	54	87	9
	Grubbs Emergency Services, LLC	21	17	55	93	3
	Rapid Response Disaster Services, LLC	16	18	49	83	8
	TFR Enterprises, Inc.	18	18	52	88	6
	Wherry Truck Lines, Inc.	23	19	52	94	2

Brent Stevens — September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	51	92	4
	Bergeron Emergency Services, Inc.	15	5	50	70	11
	Ceres Environmental Services, Inc.	21	20	54	95	1
	CTC Disaster Response, Inc.	18	19	54	91	5
	D&J Enterprises, Inc.	0	20	53	73	10
	DRC Emergency Services, LLC	15	18	54	87	7
	Dynamic Group, LLC	13	15	54	82	9
	Grubbs Emergency Services, LLC	21	17	55	93	3
	Rapid Response Disaster Services, LLC	16	18	49	83	8
	TFR Enterprises, Inc.	18	18	52	88	6
	Aftermath Disaster Recovery, Inc.	23	19	52	94	2

Brent Stevens — September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Brent Stevens	Aftermath Disaster Recovery, Inc.	23	18	51	92	4
	Bergeron Emergency Services, Inc.	15	5	50	70	11
	Ceres Environmental Services, Inc.	21	20	54	95	1
	CTC Disaster Response, Inc.	18	19	54	91	5
	D&J Enterprises, Inc.	0	20	53	73	10
	DRC Emergency Services, LLC	15	18	54	87	7
	Dynamic Group, LLC	13	15	54	82	9
	Grubbs Emergency Services, LLC	21	17	55	93	3
	Rapid Response Disaster Services, LLC	16	18	49	83	8
	TFR Enterprises, Inc.	18	18	52	88	6
	Wherry Truck Lines, Inc.	23	19	52	94	2

Brent Stevens September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	6
	Bergeron Emergency Services, Inc.	23	20	49	92	5
	Ceres Environmental Services, Inc.	25	20	53	98	2
	CTC Disaster Response, Inc.	25	20	55	100	1
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	48	82	9
	Grubbs Emergency Services, LLC	24	20	49	93	7
	Rapid Response Disaster Services, LLC	20	20	53	93	4
	TFR Enterprises, Inc.	20	20	35	75	11
	Wherry Truck Lines, Inc.	25	20	51	96	3

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	27	20	48	91	7
	Bergeron Emergency Services, Inc.	23	20	49	92	6
	Ceres Environmental Services, Inc.	25	20	53	98	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	48	82	9
	Grubbs Emergency Services, LLC	21	20	53	94	4
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	35	75	11
	Wherry Truck Lines, Inc.	25	20	55	100	1

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	7
	Bergeron Emergency Services, Inc.	23	20	49	92	6
	Ceres Environmental Services, Inc.	25	20	53	98	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	48	82	9
	Grubbs Emergency Services, LLC	21	20	53	94	4
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	35	75	11
	Wherry Truck Lines, Inc.	25	20	55	100	1

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	7
	Bergeron Emergency Services, Inc.	23	20	49	92	6
	Ceres Environmental Services, Inc.	25	20	53	98	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	48	82	9
	Grubbs Emergency Services, LLC	21	20	53	94	4
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	35	75	11
	Wherry Truck Lines, Inc.	25	20	55	100	1

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	53	96	4
	Bergeron Emergency Services, Inc.	23	20	45	88	8
	Ceres Environmental Services, Inc.	25	20	52	97	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	44	79	9
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	50	91	7
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	52	92	6
	Wherry Truck Lines, Inc.	25	20	55	100	1

R. Shane Parker September 10, 2025

R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	53	96	4
	Bergeron Emergency Services, Inc.	27	20	45	88	8
	Ceres Environmental Services, Inc.	25	20	52	97	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	44	79	9
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	50	91	7
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	52	92	6
	Wherry Truck Lines, Inc.	25	20	55	100	1

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	53	96	4
	Bergeron Emergency Services, Inc.	27	20	45	88	8
	Ceres Environmental Services, Inc.	25	20	52	97	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	44	79	9
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	50	91	7
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	52	92	6
	Wherry Truck Lines, Inc.	25	20	55	100	1

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RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	53	96	4
	Bergeron Emergency Services, Inc.	23	20	45	88	8
	Ceres Environmental Services, Inc.	25	20	52	97	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	10
	DRC Emergency Services, LLC	15	20	44	79	9
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	50	91	7
	Rapid Response Disaster Services, LLC	20	20	53	93	5
	TFR Enterprises, Inc.	20	20	52	92	6
	Wherry Truck Lines, Inc.	25	20	55	100	1

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	5
	Bergeron Emergency Services, Inc.	23	20	49	92	4
	Ceres Environmental Services, Inc.	25	20	53	98	2
	CTC Disaster Response, Inc.	25	20	55	100	1
	D&J Enterprises, Inc.	5	20	53	78	9
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	49	90	6
	Rapid Response Disaster Services, LLC	20	20	45	85	7
	TFR Enterprises, Inc.	20	20	35	75	10
	Wherry Truck Lines, Inc.	25	20	51	96	3

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	6
	Bergeron Emergency Services, Inc.	27	20	49	92	5
	Ceres Environmental Services, Inc.	25	20	53	98	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	9
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	53	94	4
	Rapid Response Disaster Services, LLC	20	20	45	85	7
	TFR Enterprises, Inc.	20	20	35	75	10
	Wherry Truck Lines, Inc.	25	20	55	100	1

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	6
	Bergeron Emergency Services, Inc.	23	20	49	92	5
	Ceres Environmental Services, Inc.	25	20	53	98	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	9
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	53	94	4
	Rapid Response Disaster Services, LLC	20	20	45	~~85~~	7
	TFR Enterprises, Inc.	20	20	35	95	10
	Wherry Truck Lines, Inc.	25	20	55	100	1

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
R. Shane Parker	Aftermath Disaster Recovery, Inc.	23	20	48	91	6
	Bergeron Emergency Services, Inc.	23	20	49	92	5
	Ceres Environmental Services, Inc.	25	20	53	98	3
	CTC Disaster Response, Inc.	25	20	54	99	2
	D&J Enterprises, Inc.	5	20	53	78	9
	DRC Emergency Services, LLC	15	20	48	83	8
	Dynamic Group, LLC	14	20	38	72	11
	Grubbs Emergency Services, LLC	21	20	53	94	4
	Rapid Response Disaster Services, LLC	20	20	45	85	7
	TFR Enterprises, Inc.	20	20	35	75	10
	Wherry Truck Lines, Inc.	25	20	55	100	1

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R. Shane Parker

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	45	77	7
	Rapid Response Disaster Services, LLC	15	15	49	79	6
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	50	94	1

Robert Pastula

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RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Robert Pastula

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RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Robert Pastula

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RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Right-of-Way Clearing and Removing Debris						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc. ✓	23	20	50	93	2
	CTC Disaster Response, Inc. ✓	23	18	51	92	3
	D&J Enterprises, Inc. ✓	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc. ✓	24	20	52	96	1

Robert Pastula

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RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	45	77	7
	Rapid Response Disaster Services, LLC	15	15	49	79	6
	TFR Enterprises, Inc.	23	16	45	84	2
	Wherry Truck Lines, Inc.	24	20	50	94	1

Robert Pastula

September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Robert Pastula

September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Robert Pastula

September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Management and Operation of DMS						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	41	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Robert Pastula

September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #1 (City of Clewiston) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	45	77	7
	Rapid Response Disaster Services, LLC	15	15	49	79	6
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	50	94	1

Robert Pastula

September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #2 (City of LaBelle) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
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	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Robert Pastula

September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #3 (Eastern Unincorporated Hendry County) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	18	17	40	75	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Robert Pastula

September 10, 2025

RFP #2025-22, Disaster Debris Removal and Disposal Services for Hendry County, the City of Clewiston, and the City of LaBelle		Qualifications / Ability Evaluation	Anticipated Delivery of Service	Price Evaluation	Total	Rank
Zone #4 (Western Unincorporated Hendry County) - Emergency Road Clearance						
Reviewer	**Applicant**	25 Points	20 Points	55 Points	100 Points	
Robert Pastula	Aftermath Disaster Recovery, Inc.	22	15	50	87	4
	Bergeron Emergency Services, Inc.	19	17	40	76	9
	Ceres Environmental Services, Inc.	23	20	50	93	2
	CTC Disaster Response, Inc.	23	18	51	92	3
	D&J Enterprises, Inc.	0	20	0	20	11
	DRC Emergency Services, LLC	18	10	42	70	10
	Dynamic Group, LLC	20	15	41	76	8
	Grubbs Emergency Services, LLC	18	14	49	81	6
	Rapid Response Disaster Services, LLC	15	15	49	79	7
	TFR Enterprises, Inc.	23	16	45	84	5
	Wherry Truck Lines, Inc.	24	20	52	96	1

Robert Pastula

September 10, 2025

Temporary Use/Special Event Application - City of LaBelle (A)

DATE RECEIVED: 9/17/25 (9/30)
APPLICATION # 1682
CUSTOMER # HARID0005
INVOICE #:
SUPERINTENDANT APPROVED: Y / N
COMMISSION APPROVAL DATE: 10/9/25

CITY OF LABELLE CENT. EVENT

Event Date: 11/8/25 **Event Hours:** 2pm-7pm 2pm Number of people expected to attend \

Indoor events with an attendance of 50 people or more will require crowd management by the Sheriff's Department or the Fire Department in accordance with the F.S. These additional fees/arrangements are the responsibility of the applicant.

☒ Alcohol to be served? YES By whom: HARI'S DISCOUNT LIQUOR

NOTE: Use of alcohol will need to be approved by the City Commission. The city must receive the application and all supporting documents a minimum of 24 days prior to the monthly City Commission meeting held on the 2nd Thursday every month.

☒ Generator x 1 ☐ Portable lights x____ Date of set up_____ Date of tear down_____ ** NEEDS ELECTRIC

☒ Tent x 4 size 10x10 Date of set up 11/7 Date of tear down 11/9

Generators, portable lights and Tents over 900 sq ft, will need to be inspected by the Fire Marshall

☐ Porta Potties x_____ Date of delivery_____ Date of removal_____

☐ Road closure needed - include map with road closures marked

1. **APPLICANT:** PINESH PATEL

Name of Person Applying: PINESH PATEL

Mailing Address: 383 BRYAN AVE

City: LABELLE State: FL Zip: 33935

Email: HARISDISCOUNTLIQUOR@gmail.com Phone: 863 234 8753

2. **PROPERTY OWNER (IF DIFFERENT FROM APPLICANT - YOU MUST LIST ALL OWNERS - PROVIDE A SEPARATE SHEET IF NECESSARY):**

Owners Name: CITY OF LABELLE

Mailing Address:

City: State: Zip:

Email: Phone:

3. **SPECIFIC LOCATION OF SUBJECT PROPERTY AFFECTED BY THIS APPLICATION:**

Address/Location: BARRON PARK

City: State: Zip:

4. **APPLICANT'S REQUEST-Proposed Temporary Use/Special Event Information-Type/Name of Event**
SERVE BEER AND WINE AND "READY TO DRINK" 7% ALCHOL

5. **PLEASE PROVIDE THE FOLLOWING ITEMS TO:** MWills@citylabelle.com and KimBarselou@citylabelle.com or mail to City Hall, 481 West Hickpochee Avenue, LaBelle, FL 33975.

Please label each page accordingly (A., B., C., D., etc.). Fill in N/A if not applicable.

✓ **A. Completed Application Form**

NA **B. Affidavit of Ownership (Notarized)**

NA **C. Agent Authorization (Notarized):** The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

NA **D. Proof of Ownership:** A copy of the tax bill or a printout from the Property Appraisers office is required with a legal description.

TBD BY CITY **E. Legible Site Plan:** Drawing demonstrating right-of-way to be vacated on 8-1/2" x 11" paper with legible text showing all data pertinent to the proposed vacation, including at least the following:

- Date of drawing
- Location of proposed uses
- Scale
- North Arrow
- Location of parking areas
- Location of existing structures
- Location of access point(s) from adjacent roadways

CITY **F. Emergency Action Plan** - ***Required with events with an expected attendance of 1,000+ people***

✓ **G. Indemnification and Hold Harmless (Notarized) - - If the event is held on City property**

✓ **H. Certificate of Liability Insurance - Contact your service provider or go to www.gatherguard.com**

NA **I. Copy of 501(c)3**

_____ **J. Certificate of registration-Seasonal Retailer or Business Tax License (sale of goods/products)**

NA **K. Car Sales - Motor vehicle dealer or recreational dealer's license**

NA **L. Certificate of Flame Resistance for tent** – NOT FOR 10X10 TENT

_____ **M. Copy of Florida Alcoholic Beverages Permit (Alcohol sold/served must be approved by the Commission)**

_____ **N. State of Florida Health Department License for each vendor (food sales)**

NA **O. Rental Agreement -If the event is on City property or County property**

NA **P. Crowd management certificate of completion (indoor event with 50 or more people)**

NA **Q. Road Closure Map** (CITY PROPERTY)

Letters of No Objection: On behalf of the applicant, the City will request Letters of No Obligation. If an objection is found, the applicant must contact the agency directly to resolve the issue.

CITY

_____ **R. Hendry County Sheriff's Office:** Lt. Allen Hudson ahudson@hendrysheriff.org 863-674-5606

_____ **S. Hendry County EMS:** Amy Stafford amy.stafford@hendryfla.net 863-674-5412

_____ **T. City of LaBelle Fire Department:** Chief Brent Stevens bstevens@citylabelle.com 863-675-1537

6. **FEES - MADE PAYABLE TO THE CITY OF LABELLE**

X **$250.00 Temporary Use/Special Event Application Fee**

_____ **$ 90.00 Tent Permit fee (for tents 900 sq ft or larger)**

_____ **$ 70.00 Fire Inspection: Tent, Generator and Portable Light (Tent 900 sq ft or larger)**

$250.00 **Total submitted**

ATTENTION:
ALL temporary use/special events are subject to final approval by the Superintendent of Public Works and/or the City Commission along with the Hendry County Sheriff's department, the City's Fire Department and EMS. Submission of your application does not guarantee approval of your event. Additional information may be required. Adjustments to your event plans may be needed for the event to be approved.

This application must be completed (please type or legibly print) and submitted, with all requirements herein, to the Superintendent of Public Works, at City Hall 481 W. Hickpochee Ave., LaBelle, FL 33975 or via email to: mwills@citylabelle.com and kimbarselou@citylabelle.com. This application must be signed by the owner or the designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit is required from the owner of the property. The agent affidavit must be filled out and submitted with this application. If the property is in multiple ownerships, then all owners or their designated agent(s) must sign this application. All owners of property that will be affected by this application must either sign this application or fill out an agent affidavit.

This application will be reviewed by city staff for completeness and approval. The applicant is fully responsible for researching and knowing all laws which may be applicable and affect the outcome of any decision on the applicant's request. The City of LaBelle assumes no responsibility or liability relating to the failure of the applicant to research and know all applicable laws including, but not limited to, state, federal and city laws, including, but not limited to, state, federal, and city laws, codes, land development regulations or adopted comprehensive plan.

Please refer to the City's municipal code for additional information NOTE: the minimum standards apply to ALL temporary use/special events Chapter 4 - ZONING | Code of Ordinances | LaBelle, FL | Municode Library

SOUND: All events are required to comply with the city's noise abatement ordinance, as well as Florida Statute 316.3045. The Hendry County Sheriff's Office officers have the authority to ask you to lower the volume and if a resolution is not achieved, they will shut down your event.

SIGNS: This permit does not include a sign permit-Please review the City ordinances for signage Sec. 4-81. - Signs. | Code of Ordinances | LaBelle, FL | Municode Library

PUPLIC HEARING APPLICATION – CITY COMMISSION ACTION: If this application cannot be approved by the Superintendent of Public Works or their assignees, it will be forwarded to the City Planner to go before the city commission through the Public Hearing process for review. This process can take approximately two to three months from start to finish. The applicant will be responsible for all expenses for advertisements and outside consultants.



Dear Caloosa Humane Society Supporter,

The Caloosa Humane Society invites you to be a sponsor of the **16th Annual Gala to be held Saturday, November 15, 2025 at 5pm at the New & Exciting Celebration Barn in Alva**! The Gala is a beautiful evening featuring a **delicious dinner catered by Gator Hammock, Live Music**, a fantastic display of silent & live auction items, and other great ways to support our no-kill pet shelter. All funds raised go directly to support the thousands of animals that Caloosa cares for every year.

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

Please help us and become a sponsor of this year's LOVE UNLEASHED Gala!
Your generosity allows us to continue our wonderful progress in helping the homeless pets of our community and beyond. We will also gladly accept items for our silent/live auctions.

Please respond to us by **October 15, 2025** as that will be the deadline for all printed materials, and we wish to ensure that yours is included. Thank you!

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

Thank you for your generous support of Caloosa Humane Society!

Sincerely,

Love Unleashed Gala Committee

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



__ **Pack Leader** (Includes Faithful Friend Package below) $ _____
- Reserved Table for up to 16 people (Please RSVP!) (2 Tables)
- Company name mentioned as a major sponsor on all website and social media
- Company name printed largest on all Gala merchandise
- Double Page Ad in the event program
- Two drink tickets per attendee

__ **Purrfect Partner** (Includes Faithful Friend Package below) **$2,500.00**
- Reserved Table for up to 16 people (Please RSVP!) (2 Tables)
- Full Page Ad in the event program
- Two drink tickets per attendee

__ **Tail Wagger** (Includes Faithful Friend Package below) **$1,500.00**
- Reserved Table for up to 8 people (Please RSVP!)
- Half Page Ad in the event program
- One drink ticket per attendee

__ **Furry Friend** (Includes Faithful Friend Package below) **$1,250.00**
- Reserved Table for up to 8 people (Please RSVP!)
- Quarter Page Ad in the event program
- One drink ticket per attendee

__ **Faithful Friend (Included in ALL above sponsorship levels)** **$500.00**
- Listing on all media venues and advertising
- Logo displayed on website
- Program listing

__ **Tables Only (**for 8 people) (Not a sponsorship) **$800.00**

__ **Best Friends Ticket (Two Tickets)** **$170.00**
__ **Best Friends Ticket (Single Ticket)** **$90.00**

***I am not interested in attending but would like to contribute to the Gala.**
Enclosed is my contribution of: _____

Please respond to us by **October 15, 2025**, as that will be the deadline for all printed materials, and we wish to ensure that yours is included.

Business Name: _____ Contact Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Email: _____ Phone Number: _____

Caloosa Humane Society P.O. Box 2337 LaBelle, FL 33975
www.caloosahumanesociety.org

Caloosa Humane Society, Inc. is a not-for-profit, 501(c)(3)-status organization that receives no federal, state, or local funding and relies on donations and fundraisers only.



Please complete this form and return it by November 01, 2025

Silent/Live Auction Donation Form

You can count on me for a donation of: _____

_____

Item Description: _____

_____

_____

Item Value: _____

Special Instructions: _____

Company: _____

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email_____

Caloosa Humane Society, Inc.
P.O. Box 2337
LaBelle, FL 33975
Phone: 863.675.0997
www.caloosahumanesociety.org

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

Caloosa Humane Society, Inc. is a not-for-profit, 501(c)(3) - status organization that receives no federal, state, or local funding and relies on donations and fundraisers only.

CITY OF LABELLE, FLORIDA
Planning Staff Report
For
LaBelle Chapter 144 Disabled American Veterans
PUD Amendment

TYPE OF CASE: Planned Unit Development Amendment

STAFF REVIEWER: Alexis Crespo, AICP

DATE: September 11, 2025

APPLICANT: LaBelle Chapter 144 Disabled American Veterans Dept. of Florida, Inc. (Privately Initiated)

AGENT: Bob Schall

REQUEST: Amend the DAV Planned Unit Development (PUD) to add 0.48 acres to the PUD zoning district to allow for an expansion of parking lot used for the Applicant's flea market use located at 220 Selma Daniels Avenue.

LOCATION: South of Miller Avenue between Martin Luther King Jr. Blvd. and Selma Daniels Avenue, Labelle, FL 33935 (See Location Map, Exhibit A)

PROPERTY SIZE: 1.8+/- acres

FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:

Existing Future Land Use Designation:	Residential
Existing Zoning:	Residential Neighborhood Urban (RNU)
Land Use:	Vacant

SURROUNDING LAND USE:

North: FLU – Outlying Mixed Use
Zoning – Commercial (B-2)
Land Use – Public Right-of-Way (Miller Avenue); Flea Market

South: FLU – Residential
Zoning – Residential Neighborhood Urban (RNU)
Land Use – Mobile Home; Church; Vacant

East: FLU – Residential
Zoning – Residential Neighborhood Urban (RNU)
Land Use – Vacant

West: FLU – Outlying Mixed-Use
Zoning – Commercial (B-2)
Land Use – Public Right-of-Way (Selma Daniels Avenue); Vacant

STAFF NARRATIVE:

LaBelle Chapter 144 of the Disabled American Veterans, LLC ("Applicant") is seeking amendments to the Planned Unit Development approved per Ordinance 2019-24, and amended by Ordinance 2020-14, to allow for an expansion of the flea market parking lot. See Exhibit A for a Location Map depicting the DAV PUD.

The Subject Property is generally located south of SR 80/Hickpochee Avenue, east of Selma Daniels Avenue, south of Miller Avenue, and west of Martin Luther King Jr. Blvd. The subject property is vacant/undeveloped and contains existing vegetation including several significant oak trees. The parcels are accessed from Miller Avenue and Selma Daniels Avenue.

The Applicant currently hosts an outdoor flea market on Saturdays from approximately 7 a.m. until 4 p.m. at their property located at 228 Miller Avenue – immediately north of the subject property. The Applicant acquired an additional 0.48-acre property, contiguous to the existing PUD boundary and immediately north of Manatee Avenue. The Applicant intends to limit use of this additional property to parking lot to serve the flea market and adjacent commercial use at 220 Selma Daniels (as approved by Ordinance 2020-14.

LOCAL PLANNING AGENCY RECOMMENDATION:

At the June Local Planning Agency (LPA) hearing, the LPA voted unanimously to recommend approval of the PUD Amendment, subject to Staff's conditions.

STAFF RECOMMENDATION:

Staff finds that the proposed PUD amendment is consistent with the Land Development Code and the Comprehensive Plan and recommends APPROVAL to allow the flea market parking lot to be expanded, subject to all conditions of approval from Ordinance 2020-14. No changes to the adopted conditions are proposed to accommodate the expansion of the parking lot, as reflected below.

1. The PUD rezone applies to the property as described in Exhibit 'A'.
2. The only allowable use granted by this PUD is "Parking lot", ancillary to flea market and commercial office uses at 220 Selma Daniels Avenue. Any other use of the property will require PUD rezoning approval. If the flea market use to the north of Miller Avenue discontinues in accordance with LDC Section 4-108, the zoning of this property will revert back to Residential Neighborhood Urban (RNU).
3. Parking is only permitted during hours of operation for the Disabled American Veterans flea market on Saturdays only, from 7 a.m. to 4 p.m., with the exception of vendor loading/unloading and set-up, and daily from 7 a.m. to 9 p.m. for the real estate sales office located at 220 Selma Daniels Avenue.

4. No vertical structures may be developed on the site with the exception of fencing complying the Land Development Code; one (1) 20' x 30'storage building; and ancillary trash receptacles. The storage building must have permissible veneer or siding set forth in LDC Sec. 4-63, limited to lathe and stucco, block and stucco, lap siding, brick, vinyl lap siding, wood, any composite materials specifically manufactured or designed as siding. The façade facing SR 80 (north) must include a minimum of one (1) window not less than 3' X 3'. The accessory storage building must maintain 20' street/front setback; 10' rear setback; and 15' side yard setbacks.
5. Parking spaces may be delineated by wood post, log or other mechanism to ensure orderly parking on the site. The site will be maintained with grass and/or stabilized material subject to approval by the Superintendent of Public Works.
6. A minor site clearing permit must be obtained from the City prior to the clearing of vegetation from the site. The Applicant will make every reasonable effort to preserve existing vegetation on the site, particularly along the south and east property lines. All significant oak trees must be preserved/protected in accordance with the Land Development Code and are not authorized for removal via this PUD.

SUGGESTED MOTION(S):

APPROVAL:
I make a motion to recommend approval of the rezoning of the Subject Property from RNU and PUD to PUD.

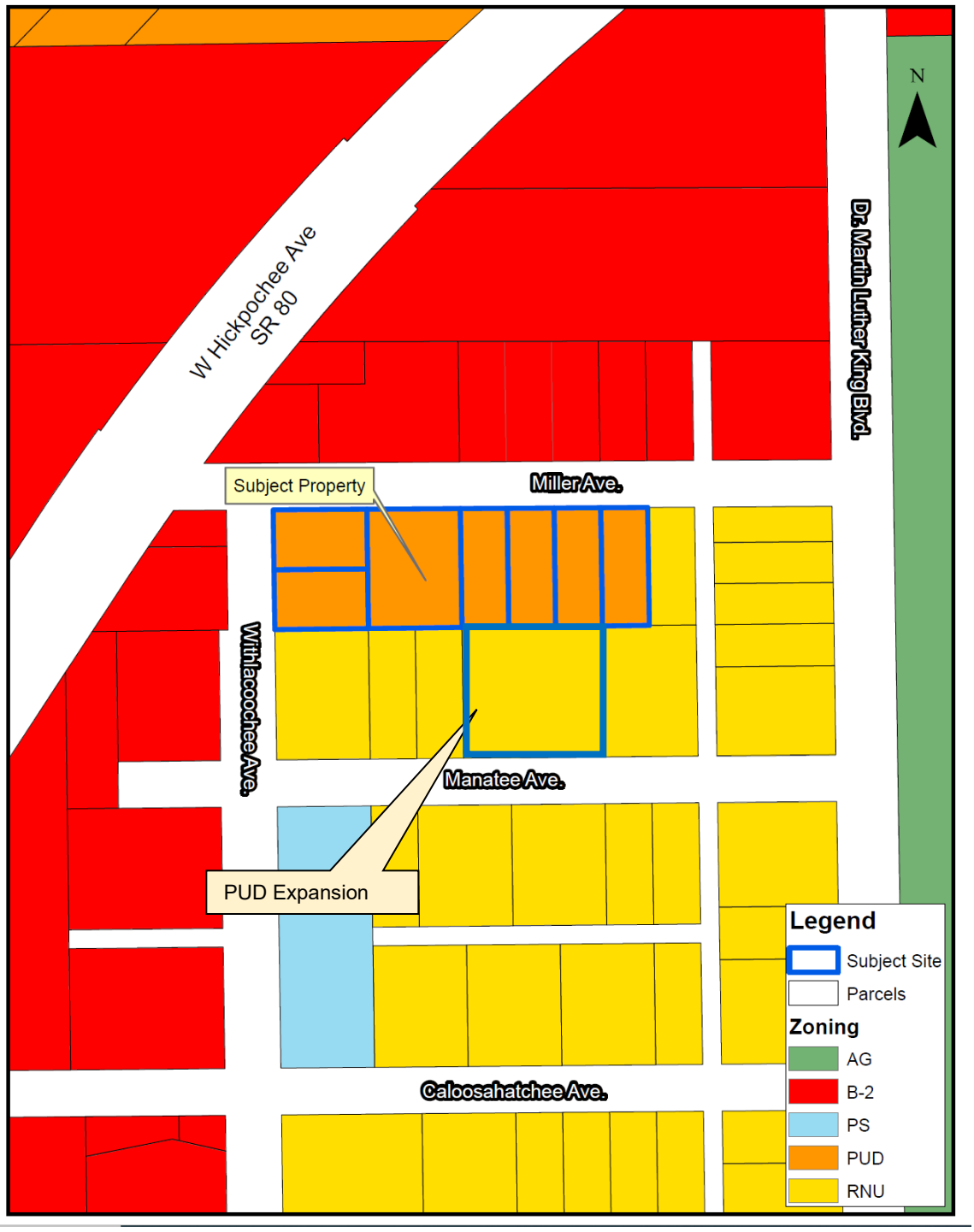
APPROVAL WITH CONDITIONS:
I make a motion to recommend approval of the rezoning of the Subject Property from RNU and PUD to PUD with the following condition(s):

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 recommend denial of the rezone request from RNU & PUD to PUD.

The request does not meet the rezoning/PUD criteria:
1) …. Why?

EXHIBIT A
CURRENT ZONING MAP/LOCATION MAP



CITY OF LABELLE
ORDINANCE 2025-02
LABELLE CHAPTER 144 DISABLED AMERICAN VETERANS
PLANNED UNIT DEVELOPMENT AMENDMENT

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-14 FOR THE DISABLED AMERICAN VETERANS FLEA MARKET PLANNED UNIT DEVELOPMENT; ADDING 0.48+/-ACRES TO THE PLANNED UNIT DEVELOPMENT FOR PARKING; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, LaBelle Chapter 144 Disabled Veterans Dept. of Florida, Inc. is the "Owner" of real property, generally located south of Miller Avenue and east of Selma Daniels Avenue, City of LaBelle, Florida, further described in Exhibit "A", attached hereto, and

WHEREAS, the Owner acquired an additional 0.48+/-acre property north of Manatee Avenue and immediately contiguous to the PUD established by Ordinance 2019-24, and amended by Ordinance 2020-14, to accommodate temporary overflow parking for the principal flea market use; and

WHEREAS, after duly advertised public hearings held on August 14, 2025 before the Local Planning Agency "LPA", and a public hearing on September 11, 2025 before the City Commission; and,

WHEREAS, the City Commission for the City of LaBelle has determined that the requested rezoning is in compliance with the land use designation of "Residential" due to the limited hours of operation and scope of the flea market use, and approval of the rezoning application will further the goals and objectives of the City of LaBelle Comprehensive Plan; and,

WHEREAS, the City Commission for the City of LaBelle has determined the amendment to conditions contained in PUD Ordinance 2025-02 will allow for appropriate use of the property and will protect the health, safety, comfort, good order, appearance, convenience and general welfare of the public.

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

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

Section 2. The above-mentioned Planned Unit Development (PUD) is hereby amended, upon a finding that this is the most appropriate use of the property and this use will promote, protect and improve the health, safety, comfort, good order, appearance, convenience and general welfare of the public subject to the following conditions:

1. The PUD rezone applies to the property as described in Exhibit 'A'.
2. The only allowable use granted by this PUD is "Parking lot", ancillary to flea market and commercial office uses at 220 Selma Daniels Avenue. Any other use of the property will require PUD rezoning approval. If the flea market use to the north of Miller Avenue discontinues in accordance with LDC Section 4-108, the zoning of this property will revert back to Residential Neighborhood Urban (RNU).
3. Parking is only permitted during hours of operation for the Disabled American Veterans flea market on Saturdays only, from 7 a.m. to 4 p.m., with the exception of vendor loading/unloading and set-up, and daily from 7 a.m. to 9 p.m. for the real estate sales office located at 220 Selma Daniels Avenue.
4. No vertical structures may be developed on the site with the exception of fencing complying the Land Development Code; one (1) 20' x 30'storage building; and ancillary trash receptacles. The storage building must have permissible veneer or siding set forth in LDC Sec. 4-63, limited to lathe and stucco, block and stucco, lap siding, brick, vinyl lap siding, wood, any composite materials specifically manufactured or designed as siding. The façade facing SR 80 (north) must include a minimum of one (1) window not less than 3' X 3'. The accessory storage building must maintain 20' street/front setback; 10' rear setback; and 15' side yard setbacks.
5. Parking spaces may be delineated by wood post, log or other mechanism to ensure orderly parking on the site. The site will be maintained with grass and/or stabilized material subject to approval by the Superintendent of Public Works.
6. A minor site clearing permit must be obtained from the City prior to the clearing of vegetation from the site. The Applicant will make every reasonable effort to preserve existing vegetation on the site, particularly along the south and east property lines. All significant oak trees must be preserved/protected in accordance with the Land Development Code and are not authorized for removal via this PUD.

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

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

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

PASSED AND ADOPTED in open session this _____day of _____, 2025.

CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

ATTEST:

By: _____
Tijauna Warner, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

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

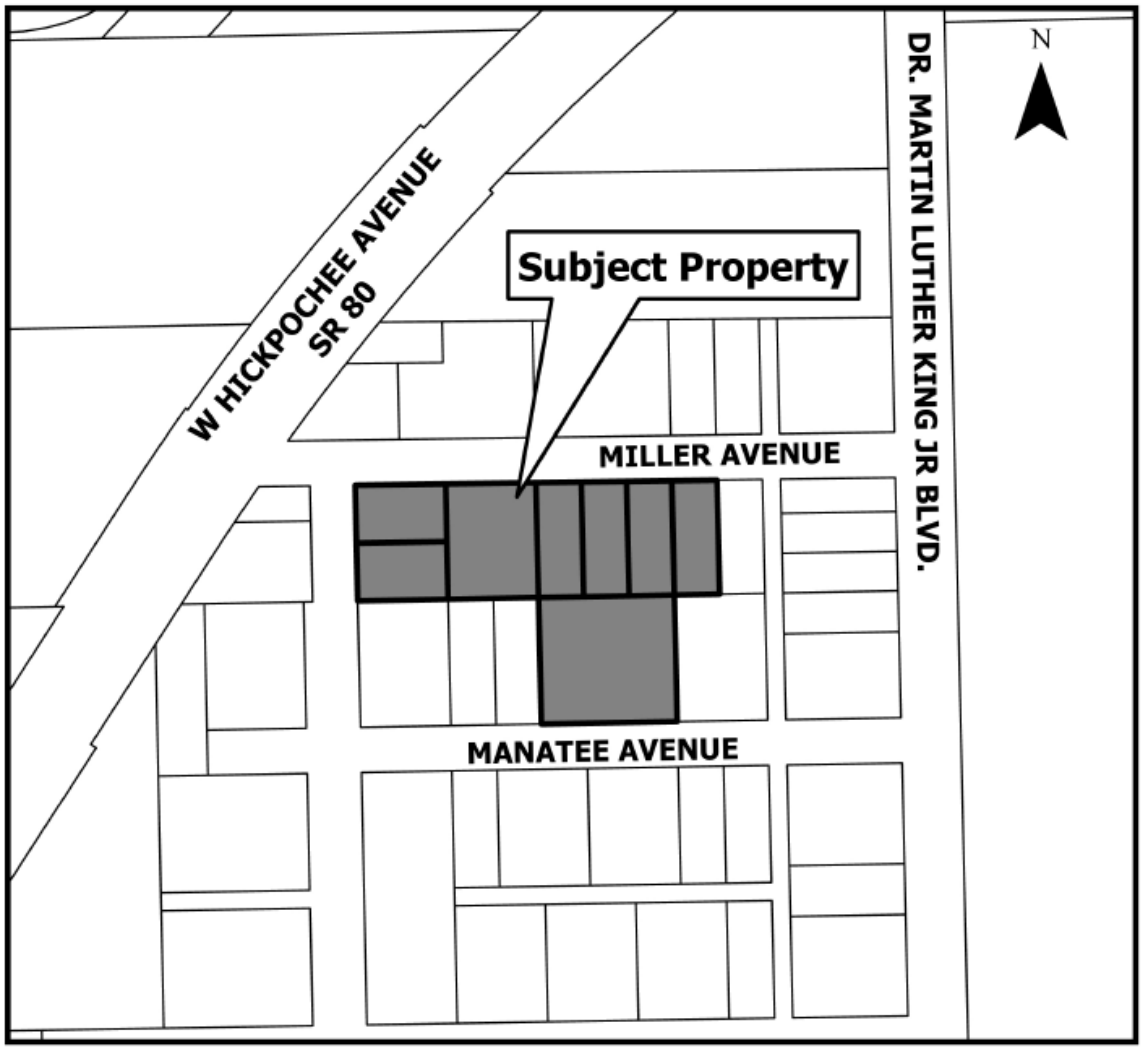
EXHIBIT A

LOTS 9, 11, 13, 15, 17, 19, NORTH ½ OF LOTS 21 AND 23, AND SOUTH ½ OF LOTS 21 AND 23, MILLER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 67 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

AND

LOTS 24, 25 AND 26, FORD PARK SECTION ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 48 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

EXHIBIT B
LOCATION MAP



CITY OF LABELLE, FLORIDA
Planning Staff Report
SR 80 Commercial Planned Unit Development (PUD) Rezone

TYPE OF CASE: Planned Unit Development Rezone

STAFF REVIEWER: Patty Kulak

DATE: October 9, 2025

APPLICANT: Shree Nivash Land LLC

AGENT: Landis Evans and Partners, LLC c/o Margaret Tassone

REQUEST: Rezone 9+/-acres from the Business (B-2) zoning district to the Planned Unit Development (PUD) zoning district, to facilitate development of mix of commercial uses including a hotel and commercial retail uses.

LOCATION: Northeast corner of South Captain Hendry Drive and State Road 80

PROPERTY SIZE: 8.92+/-acres

FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:

Existing Future Land Use Designation:	Commercial
Existing Zoning:	Business (B-2)
Land Use:	Vacant

SURROUNDING LAND USE:

North:	FLU –	Residential, Medium Density *(Hendry County)*
	Zoning –	Residential/Medium Density (RG-2) *(Hendry County)*
	Land Use –	Single family residence
South:	FLU –	Outlying Mixed Use
	Zoning –	Business (B-3)
	Land Use –	Undeveloped
East:	FLU –	Outlying Mixed Use
	Zoning –	Business (B-3)
	Land Use –	Undeveloped

West: FLU – Residential, Medium Density *(Hendry County)*
Zoning – Agriculture (A-2) *(Hendry County)*
Land Use – Single family residences

REVISIONS FROM LPA:

Following the LPA meeting held in June 2025, the applicant revised the request and Master Concept Plan to address concerns raised by the Commission and neighboring residents. The most significant change is the removal of the proposed gas station, convenience store, and car wash uses from the PUD, reducing building height from 59 feet to 45 feet, and redesigning the locations of buildings on the site.

The revised plan relocates the hotel building toward the northeastern portion of the property, increasing the physical separation from Captain Hendry Drive and existing residential neighborhoods to the west and south. To further enhance compatibility, balconies originally proposed on the rear of the hotel were removed.

Additionally, the applicant expanded the allowable commercial square footage within the PUD to provide greater opportunities for office and general commercial tenants that can serve the surrounding community. The Master Concept Plan also reflects an updated internal circulation layout to improve site design and connectivity.

The maximum building height was reduced from 59 feet to 45 feet. The hotel building will remain a total of four (4) stories.

STAFF NARRATIVE:

Shree Nivash Land LLC (“Applicant”) is requesting approval of a Planned Unit Development (PUD) Rezone of the ±8.91-acre subject property to allow for a commercial development consisting of a four-story, 124-room hotel and approximately 35,000± square feet of retail shops and office space. The development is anticipated to be completed in one phase.

The subject property is located at the northeast corner of South Captain Hendry Drive and State Road 80. The property is currently undeveloped and is designated “Commercial” on the City of LaBelle Future Land Use Map. The existing zoning is Business (B-2), and the Applicant is seeking to rezone the site to PUD to allow for greater design flexibility and to accommodate the proposed intensity of development and to comply with the SR 80 Overlay District per LDC Sec. 4-89. The request includes a deviation to permit a building height of 45 feet for the proposed hotel, while all other structures will comply with the 40-foot maximum height requirement applicable to the B-2 district.

A Traffic Impact Statement (TIS) was submitted as part of the application, which demonstrates that the surrounding road network will continue to operate at acceptable Levels of Service with the proposed development. No roadway capacity improvements are required at this time.

A Neighborhood Information Meeting was held on October 16, 2024. During the meeting, several residents, both from the City of LaBelle and unincorporated Hendry County, expressed concerns, specifically regarding the proposed hotel height and its proximity to existing residential uses. Primary concerns included visibility into private properties and the compatibility of the hotel with surrounding development.

BACKGROUND EXISTING CONDITIONS

The property is currently vacant and undeveloped. The site is bound by commercial and residential properties, including single-family residences located across South Captain Hendry Drive and SR 80. O'Reilly's Auto Parts store is developed to the east of South Captain Hendry Drive.

According to the City's Future Land Use Map, the site is designated Commercial, and the current zoning classification is Business General (B-2). Per the narrative provided by the applicant, the site does not contain wetlands or environmentally sensitive features. All applicable environmental permitting will be obtained from the South Florida Water Management District (SFWMD) and other relevant agencies prior to construction. Additionally, the Applicant has confirmed that potable water and sanitary sewer service will be provided by the City of LaBelle and that capacity is available.

The subject property has direct frontage and proposes full access onto State Road 80, a principal arterial under the jurisdiction of the Florida Department of Transportation (FDOT). The site plan includes a secondary gated emergency access point onto South Captain Hendry Drive for compatibility purposes, and a cross-access stub out along the eastern boundary for future interconnection to adjoining development. A Traffic Impact Statement (TIS) was submitted with the application. The TIS concluded that the project's trip generation and traffic distribution would not result in significant degradation of the surrounding roadway network. Access improvements and final permitting are subject to review and approval by FDOT.

PUD REZONING REQUEST

The proposed Planned Unit Development (PUD) zoning request allows for the coordinated development of an 8.91± acre commercial site located at the northeast corner of South Captain Hendry Drive and State Road 80. The proposed project includes a 124-room hotel (up to 45 feet in height) and approximately 35,0000± square feet of retail and office uses. The development will occur in a single phase and does not include any residential component.

Access

Vehicular access to the site will be primarily provided via a new driveway connection to State Road 80 (SR 80), a Florida Department of Transportation (FDOT)-maintained arterial roadway and subject to review and permitting by FDOT. To ensure safe and efficient ingress and egress, the project includes a proposed 315-foot northeast-bound left turn lane and a 315-foot southwest-bound right turn lane at the site access on SR 80, as recommended in the Traffic Impact Analysis (TIA) prepared by PETRITSCH Engineering. Additionally, an emergency-only gated access is planned from Captain Hendry Drive. Access to Captain Hendry was explicitly limited to address neighborhood concerns regarding commercial traffic on the roadway. Per the attached pre-application meeting notes from FDOT, only one (1) access onto SR 80 can be permitted due to driveway/street spacing requirements.

Internally, the site design provides circulation for passenger vehicles, delivery trucks, and emergency vehicles across all planned uses. Pedestrian connectivity is enhanced through a sidewalk connection to the existing sidewalk network along SR 80 and South Captain Hendry Drive, providing access to the hotel and retail plaza. A cross-access stub-out is also proposed along the eastern boundary to support future connectivity to adjacent developments.

Setbacks and Landscape Buffers

The proposed Planned Unit Development includes setbacks and landscape buffers that meet the minimum requirements outlined in the City's Land Development Code. The site plan identifies building setbacks of 40 feet along the north property line abutting a single-family residential property and 60 feet along the SR 80 and S. Captain Hendry Drive boundary.

A 25-foot-wide landscape buffer is proposed along the SR 80 frontage, which includes a double row of hedges, five large trees, and three medium trees per 100 linear feet. Along the west and north boundaries, which abut residential properties, the applicant proposes 15-foot-wide landscape buffers that incorporate a continuous hedge, two large trees, three medium trees per 100 linear feet, and an 8-foot-tall opaque fence or wall. All proposed plantings are required to meet or exceed minimum caliper and height standards at the time of installation. These proposed setbacks and buffers are reflected in the Master Concept Plan and Exhibit C: Site Development Regulations. Based upon input from the Commission at the LPA hearing, additional buffering conditions are recommended by Staff to address compatibility with the surrounding neighborhood and the intent of SR 80 to serve as a beautiful gateway into the City per the adopted overlay district.

Compatibility

The proposed Planned Unit Development includes a broad range of commercial uses as outlined in the Schedule of Uses (Exhibit B). While many uses are consistent with the commercial character of the City of LaBelle, staff has identified compatibility concerns with several of the requested uses due to their intensity or typical operating characteristics. Additionally, the project site is located within the State Road 80 Overlay District, where many of the proposed uses including animal sales and services, bars and nightclubs, fast food restaurants, and pawnshops would typically require approval through a Special Exception process which includes a review against additional criteria for further evaluation of potential off-site impacts related to noise, lighting, visual screening, and general neighborhood character. The intent is to support commercial development while ensuring that site-specific factors and the surrounding context are adequately addressed. Conditions are proposed by Staff to further address compatibility and aesthetics of the project.

Parking

The applicant has indicated that all required parking will be provided on-site in accordance with the Land Development Code. Given the range of proposed uses identified in the Schedule of Uses, such as hotel, restaurant, schools, day care etc., a variety of parking calculations will apply depending on the specific use and square footage. Certain uses, such as schools and medical offices, can generate a higher parking demand and/or corresponding traffic impacts. Final parking counts and configurations will be evaluated in detail during the Site Construction Permit phase to ensure compliance with the LDC and adequate capacity for the anticipated intensity of use.

Requested Deviation – Building Height

As part of the Planned Unit Development request, the applicant is seeking a deviation from the City's Land Development Code, which limits the maximum building height in the Business (B-2) zoning district to 40 feet. The deviation requests an increase in height to 45 feet for the proposed hotel use, which represents a 5-foot increase over the standard maximum. All other proposed structures within the development will comply with the 40-foot height limitation.

During the Neighborhood Information Meeting held on October 16, 2024, multiple residents, particularly those from adjacent neighborhoods within both the City of LaBelle and Hendry County, expressed concern over the proposed hotel height. The primary issue raised was potential visual impacts and

perceived loss of privacy due to the height of the building and views into their properties. In response to this feedback, the applicant modified the hotel design to remove balconies from the rear (west-facing) side of the building. Staff notes the nearby Ridgehill PUD on SR 80 limits height to 3 stories. Similarly, the most intensive zoning district in the LDC, the Downtown Business District (DBD), limits height to 3 stories.

Comprehensive Plan Consistency:

The proposed PUD rezoning can be consistent with the goals, objectives, and policies of the City of LaBelle Comprehensive Plan, as outlined below in Staff's proposed analysis and conditions of approval:

Policy 1.3.4 – Commercial Future Land Use Category

The subject site is designated as Commercial on the Future Land Use Map, which is intended to accommodate a wide range of retail, service, and office uses along major transportation corridors such as State Road 80. The proposed PUD supports this designation by clustering compatible commercial uses along SR 80, a major arterial road. The project design also accommodates both vehicular and pedestrian access, including a shared site access point to SR 80, an emergency-only gated access to Captain Hendry Drive, and an internal pedestrian circulation network that connects to existing sidewalks along both abutting rights-of-way.

Policy 1.6.1 – Locational Standards for Non-Residential Development

The proposed development meets several locational standards for non-residential uses:

- The proposed FAR is 0.3, which is below the maximum 1.0 FAR allowed.
- The project will connect to central water and wastewater service.
- The site is approximately 2.5 miles from the nearest fire station, confirming emergency access availability.
- Adequate buffering and increased setbacks are proposed to address compatibility with nearby residential areas.
- The development avoids environmentally sensitive areas and includes landscaping and screening measures.

Objective 10.5 and Policy 10.5.1 – Commercial Land Uses

The project advances the City's objective to promote diverse and economically beneficial commercial land uses. It contributes to the local economy by introducing non-residential services that support nearby neighborhoods and travelers along the SR 80 corridor. The inclusion of hotel accommodations and commercial retail expands the availability of employment-generating uses in a location currently underserved by such amenities.

Policy 10.5.3 – Sustainable Commercial Development

The PUD's mix of commercial services encourages a more vibrant and sustainable local economy through thoughtful site design, future cross-access potential, and a layout that integrates stormwater management, pedestrian access, and building placement. The project reflects a coordinated development pattern rather than disjointed single-use parcels, thereby supporting long-term land use efficiency.

Infrastructure Element Policy 4.1.1

The project is consistent with Policy 4.1.1 which requires that adequate public facilities and services be available concurrent with development. The applicant has committed to connecting to the City's potable water and sanitary sewer systems. No development will occur until such connections are completed and capacity is confirmed.

Infrastructure Element Policy 4.3.1

The development will provide an on-site stormwater management system consistent with Policy 4.3.1, which requires the use of best management practices (BMPs) to minimize impacts to surface and groundwater quality. The site design includes stormwater retention areas that will attenuate runoff and meet applicable water quality standards.

Transportation Element Policy 2.5.1 & 2.5.2

Access to the project is provided via State Road 80, an arterial roadway, in compliance with Policies 2.5.1 and 2.5.2, which encourage access from arterial and collector roads for commercial development. The submitted Traffic Impact Statement (TIS) indicates the proposed uses will generate approximately 3,000 net new external trips per day. The applicant proposes right- and left-turn lanes on SR 80 to facilitate site access, and these improvements will be subject to FDOT review and permitting.

Transportation Element Policy 2.2.5

The master concept plan identifies a future cross-access connection to the adjacent eastern parcel, supporting interconnectivity between developments in accordance with Policy 2.2.5. This policy encourages shared access and connectivity to minimize curb cuts and improve traffic flow along major corridors.

STAFF RECOMMENDATION

Staff finds that the proposed Planned Unit Development (PUD) rezoning request is consistent with the City of LaBelle Comprehensive Plan and Land Development Code, and recommends APPROVAL, subject to the following conditions:

1. The PUD zoning applies specifically to the ±8.91-acre subject property as legally described in Exhibit A.
2. Development shall be limited to:
    - A maximum of 35,000 square feet of retail and/or office uses;
    - A four story/45-foot-tall hotel with a maximum of 124 rooms.
3. Development shall conform to the site standards provided in Exhibit C, including:
    - Minimum building setbacks of 40 feet (north), 60 feet (west and southeast);
    - A minimum building separation of 20 feet;
    - Maximum building height of 40 feet, except the hotel which may reach 45 feet in height;
    - Maximum overall building coverage of 30 percent.
4. Landscape buffers shall be installed and maintained per the site development standards in Exhibit C and as described in the proposed conditions, including:

- A 25-foot-wide enhanced buffer along SR 80 to include a 3-foot-tall berm, double hedgerow planted at 36 inches and maintained at 48 inches, 5 canopy trees/100 linear feet planted at 12 feet in height, 3 medium/understory trees/100 linear feet planted at 8 feet in height;
- 15-foot-wide buffers with an 8-foot opaque fence/wall along the north and west boundaries, to include a 3-foot-tall berm, double hedgerow planted at 36 inches and maintained at 60 inches, 5 canopy trees/100 linear feet planted at 12 feet in height, 3 medium/understory trees/100 linear feet planted at 8 feet in height. All required plantings must be on the exterior side of the wall.
- All required plantings must be 100% native. Supplemental and decorative plantings must be “Florida Friendly” specimen per University of Florida IFAS standards.

5. The developer shall construct:
   - A minimum 315-foot northeast-bound left-turn lane;
   - A minimum 315-foot southwest-bound right-turn lane on State Road 80 at the project driveway;
   - Subject to FDOT approval and prior to issuance of the Certificate of Occupancy.
6. Vehicular access shall be limited to SR 80. A gated emergency-only access shall be provided on Captain Hendry Drive, including a Knox Box or approved equivalent for fire/emergency access.
7. A minimum 22-foot-wide stub-out shall be provided for future cross-access to the commercial parcel to the north.
8. The developer shall install sidewalks internal to the site and provide pedestrian connections to SR 80, Captain Hendry Drive, and the adjacent northern parcel, as generally depicted in the Master Concept Plan. Minor adjustments to sidewalk alignment during construction plan review shall not require a PUD amendment.
9. Parking shall be provided in accordance with the City of LaBelle Land Development Code Section 4-85.10.
10. Internal lighting shall be shielded and designed to prevent illumination from spilling onto adjacent properties with full cut-off light fixtures.
11. The hotel shall incorporate window treatments or other screening measures on the upper two floors of the western façade to reduce visual impacts on adjacent residential areas west of Captain Hendry Drive. Balconies on the hotel facing residentially zoned properties are prohibited.
12. The developer shall obtain all necessary environmental permits from applicable agencies, including SFWMD, prior to construction. All stormwater management systems shall meet City and SFWMD standards.
13. Utility services for potable water and sanitary sewer shall be provided by the City of LaBelle. The developer shall be responsible for extension of lines, and all off-site improvements shall be eligible for connection fee credits.
14. Signage shall comply with Sections 4-81.8 and 4-87.6 of the Land Development Code. A unified signage plan shall be submitted at time of site construction permitting.
15. Balconies shall not be permitted along western facade of the building.
16. Development Standards will conform for the Development Standards Table, attached as Exhibit ‘C’.
17. 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. Commercial/Retail/Office uses may be developed in one (1) building, but must include at least six (6) of the ten (10) Commercial Building Design elements listed in LDC Section 4-93(c) for single-use buildings.
18. The project will be managed by the developer/property owner for maintenance of common areas, parking areas, and infrastructure within the development.

19. Dumpsters, recycling facilities and service areas must be located internal to the site and screened from all public rights-of-way by an opaque wall.
20. Access to SR 80 will require a permit from the Florida Department of Transportation and this approval does not guarantee or grant access as shown on the MCP.
21. The building must be designed with an Old Florida architectural vernacular. The final architectural drawings must be presented to the City Commission at an advertised public hearing for review and approval prior to issuance of a site construction permit.
22. The stormwater management area/lake must be located on the north side of the site to maximize spatial separation between the proposed hotel building and the adjacent single-family residential dwellings.
23. The Development Order shall be valid for five (5) years from the date of approval. Horizontal construction must commence within this period or the MCP shall expire. One administrative extension may be granted for up to two (2) years. Further extensions require City Commission approval.

SUGGESTED MOTION(S):

APPROVAL:

I make a motion to **APPROVE** rezoning of the 8.91± acre property located at the northeast corner of South Captain Hendry Drive and State Road 80 from the Business (B-2) zoning district to the Planned Unit Development (PUD) zoning district.

DENIAL:

I make a motion to **DENY** rezoning of the 8.91± acre property located at the northeast corner of South Captain Hendry Drive and State Road 80 from the Business (B-2) zoning district to the Planned Unit Development (PUD) zoning district.

Due to the following reasons:

1)

APPROVAL WITH CONDITIONS:

I make a motion to approve rezoning of the 8.91± acre property located at the northeast corner of South Captain Hendry Drive and State Road 80 from the Business (B-2) zoning district to the Planned Unit Development (PUD) zoning district, 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:

LOCATION MAP

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

The South 168.00 feet of Lot 16, and that portion of Lots 17 and 18, lying North and West of the Right-of-Way of State Road 80, Section 7, Township 43 South, Range 19 East, Hendry County, Florida. Said lots being a portion of L.V. Hull Subdivision as recorded in Plat Book 3, Page 12, of the Public Records of Lee County, Florida and are more particularly described as follows:

Commencing at the Southeast corner of said Section 7; Thence N 88°58'50" W (bearings are based on the East line of said Section 7, being assumed to bear due North), along the South line of said Section 7, a distance of 1320.45 feet to the Prolongation of the East line of the aforementioned L.V. Hull Subdivision; Thence N 00°00'05" E, along said East line, a distance of 1436.15 feet, to the Westerly Right-of-Way of State Road 80, and the Point of Beginning of the land herin described; Thence continue N 00°00'05" E, along said East line, a distance of 151.54 feet to the Southeast corner of Lot 16; Thence continue N 00°00'05" E, along said East line, a distance of 168.00 feet; Thence N 88°58'55" W, a distance of 5007.16 feet, to the East Right-of-Way of Captain Hendry Drive; Thence S 00°00'22" E, along said East Right-of-Way, a distance of 1078.89 feet, to the Westerly right-of-way of State Road 80; Thence N 34°02'40" E, along said Right-of-Way line, a distance of 905.54 feet, to the Point of Beginning.

PARCEL 2:

A tract of land lying in the East ½ of the Southeast ¼ of Section 7, Township 43 South, Range 29 East, Hendry County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 7; Thence S 88°58'50" E (bearings are based on the East line of said Section 7, being assumed to bear due North), along the South line of said Section 7, a distance of 1320.45 feet to the Prolongation of the East line of the L.V. Hull Subdivision, as recorded in Plat Book 3, Page 12, of the Public Records of Lee County, Florida; Thence N 00°00'05" E, along said East line, a distance of 1436.15 feet, to the Westerly Right-of-Way of State Road 80, and the Point of Beginning of the land herein described; Thence continue N 00°00'05" E, along said East line, a distance of 151.54 feet, to the Southeast corner of Lot 16; thence continue N 00°00'05" E, along said East line, a distance of 168.00 feet; Thence S 34°02'40" W, along said Right-of-Way line, a distance of 381.01 feet, to the Point of Beginning.

EXHIBIT B
SCHEDULE OF USES

Commercial
Institutional, Public, Quasi-Public – Accessory Use/Structure
Clubs, Lodges
Cultural Institutes
Health Care
Government Offices
Schools, Private
Commercial – Accessory Use/ Structure
Animal Sales and Services (no outdoor runs or kennels)
- Grooming
- Hospital/ Clinic
- Retail Sales

Bowling Alleys
Day Care Center
Financial Institutions
Food and Beverage Sales/Establishments
- Accessory Alcoholic Beverage Sales, On Premise (Indoor Only)
- Food Stores
- Restaurant
- Wholesale Bakeries

Health and Fitness Clubs
Offices
- General Office
- Medical Office

Personal Services
- General
- Dry Cleaning Establishments

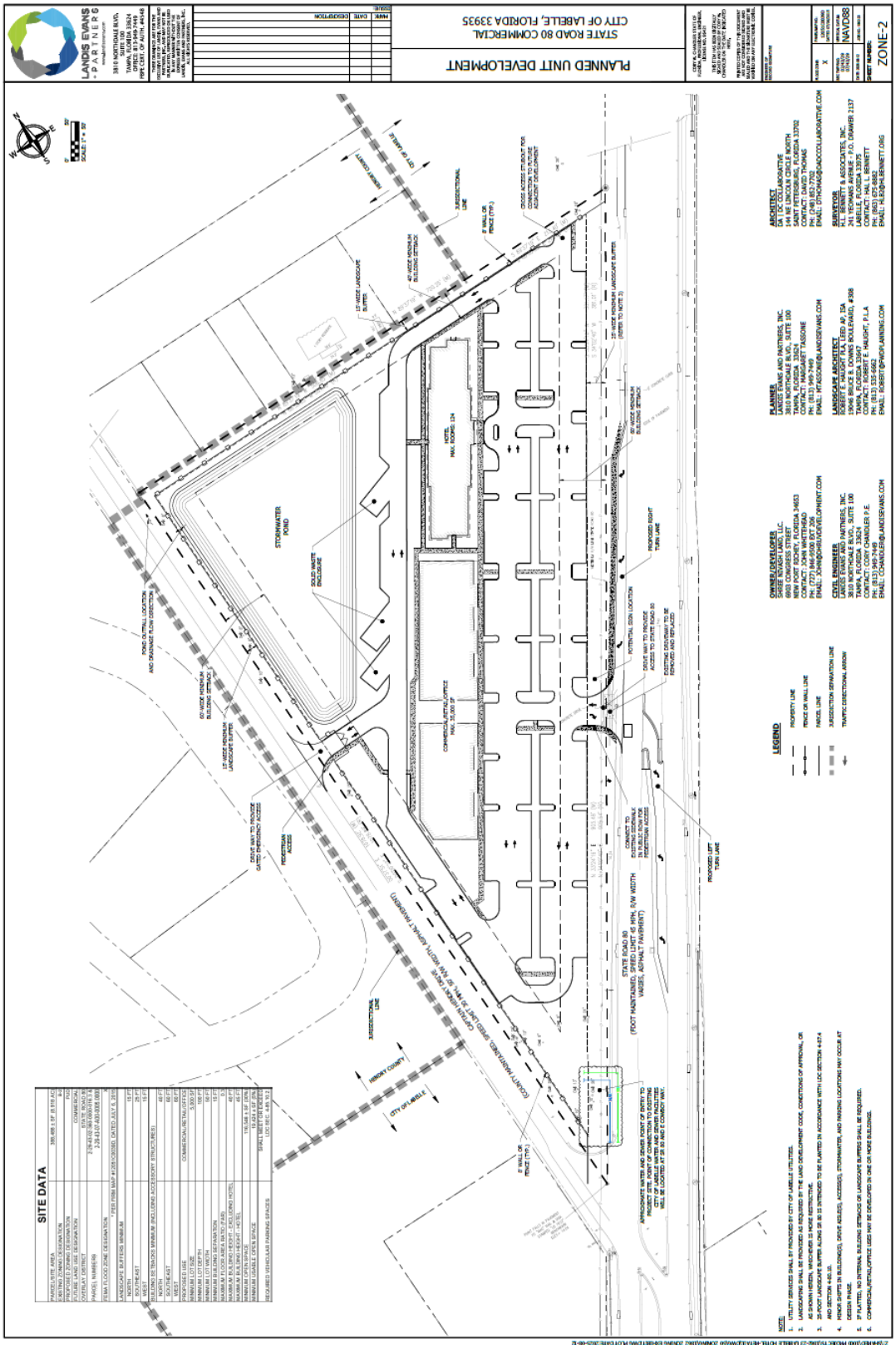
Retail Sales/ Rental Establishments (outdoor display limited to a maximum of 100 SF adjacent to building)
Visitor Accommodations
- Hotel/Motel limited to 124 rooms

EXHIBIT C
SITE DEVELOPMENT REGULATIONS

SITE DEVELOPMENT REGULATIONS TABLE	
Landscape Buffer Minimum	
North	15 FT
Southeast (Abutting SR 80)	25 FT
West (Abutting S. Captain Hendry Dr.)	15 FT
Building Setbacks Minimum (including Accessory Structures)	
North	40 FT
Southeast (Abutting SR80)	60 FT
West (Abutting S. Captain Hendry Dr.)	60 FT
Minimum Lot Size	5,000 SF
Minimum Lot Depth	100 FT
Minimum Lot Width	50 FT
Minimum Building Separation	15FT
Minimum Floor Area Ratio (F.A.R.)	0.3
Maximum Building Height – Excluding Hotel	40 FT
Maximum Building Height – Hotel Only	45 FT
Minimum Open Space	+/-116,546SF 2.67 acres (30%)
Minimum Usable Open Space	+/- 19,424SF 0.45 acres (5%)
Parking	Per LDC

*Measured from the average finish grade at the base of the structure to the midpoint of the roof

EXHIBIT D
MASTER CONCEPT PLAN



CITY OF LABELLE
ORDINANCE 2025-07
STATE ROAD 80 COMMERCIAL PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 8.91+/-ACRE PROPERTY LOCATED AT THE NORTHEAST CORNER OF SOUTH CAPTAIN HENDRY DRIVE AND STATE ROAD 80, AMENDING THE ZONING DESIGNATION FROM BUSINESS (B-2) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Shree Nivash Land LLC, is the "Owner" of the real property located at the northeast corner of South Captain Hendry Drive and State Road 80, City of LaBelle, Florida, further described in Exhibit "A", attached hereto;

WHEREAS, the Owner, filed an application to rezone the subject property to Planned Unit Development to allow for the development of a commercial project with the City's intent for the Commercial future land use category; and

WHEREAS, after duly advertised public hearings held on July 10, 2025 before the LaBelle Local Planning Agency, and on October 9, 2025 before the City Commission; and,

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

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

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

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

Section 2. The above-mentioned Planned Unit Development (PUD) is hereby adopted, upon a finding that this is the most appropriate use of the property and this use will promote, protect and improve the health, safety, comfort, good order, appearance, convenience and general welfare of the public subject to the following conditions:

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, that:

1. The PUD zoning applies specifically to the ±8.91-acre subject property as legally described in Exhibit A.
2. Development shall be limited to:
    - A maximum of 35,000 square feet of retail and/or office uses;
    - A four story/45-foot-tall hotel with a maximum of 124 rooms.
3. Development shall conform to the site standards provided in Exhibit C, including:
    - Minimum building setbacks of 40 feet (north), 60 feet (west and southeast);
    - A minimum building separation of 20 feet;
    - Maximum building height of 40 feet, except the hotel which may reach 45 feet in height;
    - Maximum overall building coverage of 30 percent.
4. Landscape buffers shall be installed and maintained per the site development standards in Exhibit C and as described in the proposed conditions, including:
    - A 25-foot-wide enhanced buffer along SR 80 to include a 3-foot-tall berm, double hedgerow planted at 36 inches and maintained at 48 inches, 5 canopy trees/100 linear feet planted at 12 feet in height, 3 medium/understory trees/100 linear feet planted at 8 feet in height;
    - 15-foot-wide buffers with an 8-foot opaque fence/wall along the north and west boundaries, to include a 3-foot-tall berm, double hedgerow planted at 36 inches and maintained at 60 inches, 5 canopy trees/100 linear feet planted at 12 feet in height, 3 medium/understory trees/100 linear feet planted at 8 feet in height. All required plantings must be on the exterior side of the wall.
    - All required plantings must be 100% native. Supplemental and decorative plantings must be "Florida Friendly" specimen per University of Florida IFAS standards.
5. The developer shall construct:
    - A minimum 315-foot northeast-bound left-turn lane;
    - A minimum 315-foot southwest-bound right-turn lane on State Road 80 at the project driveway;
    - Subject to FDOT approval and prior to issuance of the Certificate of Occupancy.
6. Vehicular access shall be limited to SR 80. A gated emergency-only access shall be provided on Captain Hendry Drive, including a Knox Box or approved equivalent for fire/emergency access.
7. A minimum 22-foot-wide stub-out shall be provided for future cross-access to the commercial parcel to the north.
8. The developer shall install sidewalks internal to the site and provide pedestrian connections to SR 80, Captain Hendry Drive, and the adjacent northern parcel, as generally depicted in the Master Concept Plan. Minor adjustments to sidewalk alignment during construction plan review shall not require a PUD amendment.
9. Parking shall be provided in accordance with the City of LaBelle Land Development Code Section 4-85.10.
10. Internal lighting shall be shielded and designed to prevent illumination from spilling onto adjacent properties with full cut-off light fixtures.

11. The hotel shall incorporate window treatments or other screening measures on the upper two floors of the western façade to reduce visual impacts on adjacent residential areas west of Captain Hendry Drive. Balconies on the hotel facing residentially zoned properties are prohibited.
12. The developer shall obtain all necessary environmental permits from applicable agencies, including SFWMD, prior to construction. All stormwater management systems shall meet City and SFWMD standards.
13. Utility services for potable water and sanitary sewer shall be provided by the City of LaBelle. The developer shall be responsible for extension of lines, and all off-site improvements shall be eligible for connection fee credits.
14. Signage shall comply with Sections 4-81.8 and 4-87.6 of the Land Development Code. A unified signage plan shall be submitted at time of site construction permitting.
15. Balconies shall not be permitted along western facade of the building.
16. Development Standards will conform for the Development Standards Table, attached as Exhibit 'C'.
17. 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. Commercial/Retail/Office uses may be developed in one (1) building, but must include at least six (6) of the ten (10) Commercial Building Design elements listed in LDC Section 4-93(c) for single-use buildings.
18. The project will be managed by the developer/property owner for maintenance of common areas, parking areas, and infrastructure within the development.
19. Dumpsters, recycling facilities and service areas must be located internal to the site and screened from all public rights-of-way by an opaque wall.
20. Access to SR 80 will require a permit from the Florida Department of Transportation and this approval does not guarantee or grant access as shown on the MCP.
21. The building must be designed with an Old Florida architectural vernacular. The final architectural drawings must be presented to the City Commission at an advertised public hearing for review and approval prior to issuance of a site construction permit.
22. The stormwater management area/lake must be located on the north side of the site to maximize spatial separation between the proposed hotel building and the adjacent single-family residential dwellings.
23. The Development Order shall be valid for five (5) years from the date of approval. Horizontal construction must commence within this period or the MCP shall expire. One administrative extension may be granted for up to two (2) years. Further extensions require City Commission approval.

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

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

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

PASSED AND ADOPTED in open session this _____ day _____, 2025.

THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest: _____
Tijauna Warner, MPA, MMC 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 Holland	____	____
Commissioner Spratt	____	____

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

The South 168.00 feet of Lot 16, and that portion of Lots 17 and 18, lying North and West of the Right-of-Way of State Road 80, Section 7, Township 43 South, Range 19 East, Hendry County, Florida. Said lots being a portion of L.V. Hull Subdivision as recorded in Plat Book 3, Page 12, of the Public Records of Lee County, Florida and are more particularly described as follows:

Commencing at the Southeast corner of said Section 7; Thence N 88°58'50" W (bearings are based on the East line of said Section 7, being assumed to bear due North), along the South line of said Section 7, a distance of 1320.45 feet to the Prolongation of the East line of the aforementioned L.V. Hull Subdivision; Thence N 00°00'05" E, along said East line, a distance of 1436.15 feet, to the Westerly Right-of-Way of State Road 80, and the Point of Beginning of the land herin described; Thence continue N 00°00'05" E, along said East line, a distance of 151.54 feet to the Southeast corner of Lot 16; Thence continue N 00°00'05" E, along said East line, a distance of 168.00 feet; Thence N 88°58'55" W, a distance of 5007.16 feet, to the East Right-of-Way of Captain Hendry Drive; Thence S 00°00'22" E, along said East Right-of-Way, a distance of 1078.89 feet, to the Westerly right-of-way of State Road 80; Thence N 34°02'40" E, along said Right-of-Way line, a distance of 905.54 feet, to the Point of Beginning.

PARCEL 2:

A tract of land lying in the East ½ of the Southeast ¼ of Section 7, Township 43 South, Range 29 East, Hendry County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 7; Thence S 88°58'50" E (bearings are based on the East line of said Section 7, being assumed to bear due North), along the South line of said Section 7, a distance of 1320.45 feet to the Prolongation of the East line of the L.V. Hull Subdivision, as recorded in Plat Book 3, Page 12, of the Public Records of Lee County, Florida; Thence N 00°00'05" E, along said East line, a distance of 1436.15 feet, to the Westerly Right-of-Way of State Road 80, and the Point of Beginning of the land herein described; Thence continue N 00°00'05" E, along said East line, a distance of 151.54 feet, to the Southeast corner of Lot 16; thence continue N 00°00'05" E, along said East line, a distance of 168.00 feet; Thence S 34°02'40" W, along said Right-of-Way line, a distance of 381.01 feet, to the Point of Beginning.

EXHIBIT B
SCHEDULE OF USES

Commercial

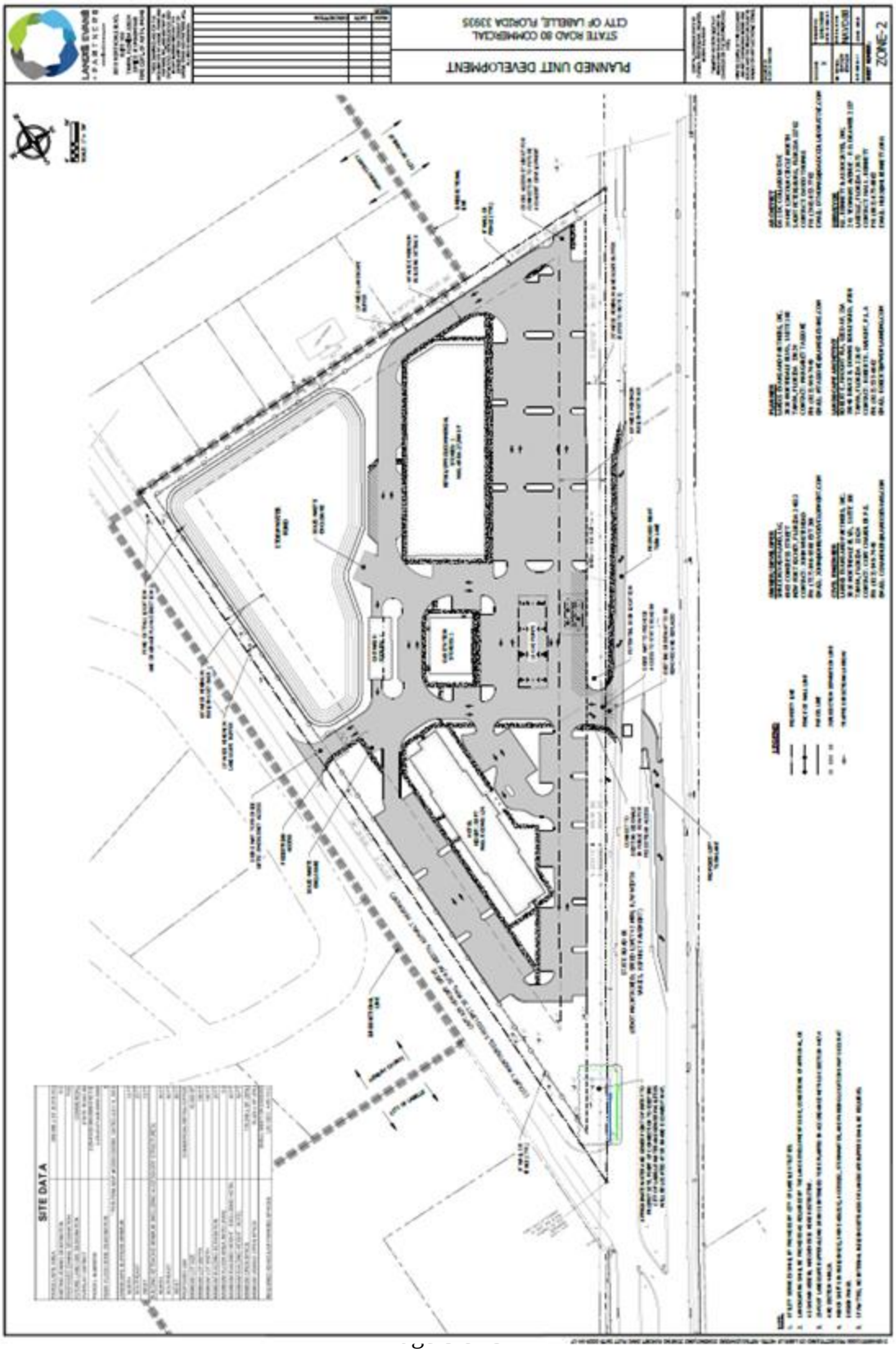
Institutional, Public, Quasi-Public – Accessory Use/Structure
Clubs, Lodges
Cultural Institutes
Health Care
Government Offices
Schools, Private
Commercial – Accessory Use/ Structure
Animal Sales and Services (no outdoor runs or kennels)
    Grooming
    Hospital/ Clinic
    Retail Sales
Bowling Alleys
Day Care Center
Financial Institutions
Food and Beverage Sales/Establishments
    Accessory Alcoholic Beverage Sales, On Premise (Indoor Only)
    Food Stores
    Restaurant
    Wholesale Bakeries
Health and Fitness Clubs
Offices
    General Office
    Medical Office
Personal Services
    General
    Dry Cleaning Establishments
Retail Sales/ Rental Establishments (outdoor display limited to a maximum of 100 SF adjacent to building)
Visitor Accommodations
    Hotel/Motel limited to 124 rooms

EXHIBIT C
SITE DEVELOPMENT REGULATIONS

SITE DEVELOPMENT REGULATIONS TABLE	
Landscape Buffer Minimum	
North	15 FT
Southeast (Abutting SR80)	25 FT
West (Abutting S. Captain Hendry Dr.)	15 FT
Building Setbacks Minimum (including Accessory Structures)	
North	40 FT
Southeast (Abutting SR80)	60 FT
West (Abutting S. Captain Hendry Dr.)	60 FT
Minimum Lot Size	10,000 SF
Minimum Lot Depth	100 FT
Minimum Lot Width	100 FT
Minimum Building Separation	20FT
Minimum Floor Area Ratio (F.A.R.)	0.3
Maximum Building Height – Excluding Hotel	40 FT
Maximum Building Height – Hotel	45 FT
Minimum Open Space	+/-116,546SF 2.67 acres (30%)
Minimum Usable Open Space	+/- 19,424SF 0.45 acres (5%)
Parking	Per LDC

*Measured from the average finish grade at the base of the structure to the midpoint of the roof

EXHIBIT D
MASTER CONCEPT PLAN



ACCESS MANAGEMENT PERMIT CHECKLIST

PERMIT APPLICATION	
All permits Category C and above must have a Pre-Application Meeting with FDOT Staff and provide the permit application and conceptual site plan for the meeting. This is to be coordinated with the local operations center. Staff recommendations and determination of traffic impacts areas will be provided at the Pre-Application meeting to expedite review of the permit submittal in One Stop Permitting. FDOT - One Stop Permitting The permit submittal in OSP must include a complete set of signed and sealed plans, signed and sealed Traffic Study, and the required project related information in accordance with Florida Administrative Code 14-96. 14-96 : STATE HIGHWAY SYSTEM CONNECTION PERMITS - FLORIDA ADMINISTRATIVE RULES, LAW, CODE, REGISTER - FAC, FAR, ERULEMAKING (FLRULES.ORG)	**ACCESS MANAGEMENT COUNTIES/REVIEWERS:** Polk, Highlands & Okeechobee: **Megan Stroud** 863-519-2258 or megan.stroud@dot.state.fl.us Manatee & Sarasota: **Kim Strickland** 863-519-2236 or kim.strickland@dot.state.fl.us Lee, Collier, Charlotte, Glades & Hendry: **Keri Nelson** 863-519-2709 or keri.nelson@dot.state.fl.us Hardee & DeSoto: **Vivianne Pena** 863-519-2387 or vivianne.pena@dot.state.fl.us

	GENERAL INFORMATION	
☒	The Department does not permit development in phases.	• All property under current ownership must be included in the permit submittal. Entire property to be included in both plans and traffic study. "Highest and best use"
☒	Access and Drainage permits are reviewed and approved simultaneously.	• Ensure all permit submittals are made simultaneously via the OSP website. • Plans for drainage and access permits are required to match.
☒	Off-system Improvements	• Any proposed changes to city or county access will require the provision of a signed Letter of Authorization from the appropriate agency.
☒	Drainage permits	• Any proposed development adjacent to the State Road, irrespective of access connection, is required to submit a drainage permit.
☐	Median Modification Letters	• Please provide a list of affected property owners within a minimum of 300 feet plus all motorists affected by the modification. Letters will be sent by District staff. We require 30 days after the letters are sent out to receive feedback before a permit can be approved/ issued.

PLANS		
☒	Cover Sheet	• Include Location • Include vicinity map • Include permit application numbers
☒	Existing Conditions	• Include entire property under ownership • Include all existing buildings. • Include all existing driveways • Include all parking and internal site circulation plan.
☒	Proposed Site plan	• Include entire property under ownership • Include all proposed buildings. • Include all proposed driveways • Include all parcels to be served with requested access. • Include all parking and internal site circulation plan.
☒	Roadway Improvements	• Roadway Improvement Plans • All proposed improvements, left turn lane(s), right turn lane(s), signal plans, intersection improvements, etc. • Cross sections every 50-feet. • All existing and proposed connections are to be called out. • Must be designed in accordance with Florida Design Manual.
☒	Truck turning template	• Utilize FDOT approved software. • Utilize largest anticipated vehicle • Provide ingress and egress to all connection locations • Provide internal site circulation • Adjust radius per FDM Table 214.3.1 if off tracking is demonstrated
☒	Driveway Detail Sheet	• Driveway geometrics (lane widths, radii, etc. (standards 16'inbound, 12'outbound, and 35' radii) • Centerline profile(s) with elevation and slope percentage from centerline of State Road to 50' beyond property line. • Driveway length (see Table 22)
☒	Aerial Exhibit	• Include all connection and median features within 600' of the proposed driveway(s) for a roadway with a speed 45 mph or less. • Show all connection and median features within 1320' of the proposed driveway(s) for a roadway with a speed greater than 45 mph.
☒	Boundary Survey	• Show adjacent parcels, label ownership and all known easements. • Show location of all property boundaries. • Provide a copy of the Warranty Deed.

NON-CONFORMING ACCESS		
☐	Draft cross access agreement	• Draft cross access agreement provided for review • Submitted via OSP in conjunction with permit application. **Please include the Cross Access checklist.** • Reviewed and approved by FDOT Legal and Surveying and Mapping.
☐	Court recorded cross Access agreement	• Court recorded cross access agreement to be provided in OSP with final permit set for records. • Plans must show stub out and call out easement.
TRAFFIC STUDY		
☒	Category C and above applications (600 trips or more a day)	• Executive Summary • Introduction • Existing Conditions • Proposed Conditions • Mitigation and Improvements • Conclusions and Recommendations • Appendix
☒	Background and project description	• Project location map and site plan • Type of proposed uses • Size - building square footages, units, etc. • Construction schedule – opening and build-out years • Study needs to include posted and planned speed limits, design speeds for major roadways, context classification and access classification. Include spacing requirements for Access Class. • On cover page include FDOT Section and MP numbers from FDOT Straight Line Diagram https://fdotewp1.dot.state.fl.us/slogis/Reviewed and approved by FDOT Legal and Surveying and Mapping.
☒	Existing Conditions	• Document field review of existing conditions including turn lane lengths and queueing conditions during peak hours. • Include Aerial of intersections. • Signal timings - for study area • Multimodal accommodations including transit, pedestrians, and bicyclists • AM/PM turning movement counts (TMCs) - include truck, pedestrian, and bicycles • Include any discussions/agreements with local entity • Account for other planned developments in the area • Document programmed improvements on state and local roads in study area
☒	Traffic Forecasts: *Utilize the most recent version of the ITE Trip Generation (currently 11th Edition).*	• **FDOT Planning provides approval of trip distributions and growth rates. The approval will need to be confirmed prior to Permit submittal. Planning contact: Brittany.Nichols@dot.state.fl.us.** *Show graphic of percent distribution and trips with back up documentation.* • Daily/AM/PM Peak hours. Provide source, trip rates and table of calculations by land-use

		• Trip Distribution - Include model data and historical data. Show Graphically. • Use ITE approved pass-by and capture rates. • Background traffic - adjust appropriately. Show graphically. • Background plus project trips. Show graphically.
☒	Traffic Analysis	• Capacity analysis- project driveways and impacted intersections • AM and PM peak hours analyses - unless special circumstances require mid-day/weekends. • Analysis volumes match graphics and truck percentages match TMC • Multimodal evaluation – Section 4.8 of Handbook • Reasonable signal timings • Safety Analysis – Section 4.9 of Handbook (5 years of crash data) • Existing analysis results match field conditions • Include input and output data sheets • Summarize LOS/Delay - with and without project results • Signal warrant analysis - provide signed and sealed based on FDOT D1 procedures. • If warrants met – separate ICE required – discuss viable controls at pre-app (ICE Manual 2.5.1) • Access spacing - meet agency access spacing guidelines • Turn lane analysis • Mitigation measures result in acceptable operations
SIGNAL WARRANT ANALYSIS Manual on Uniform Traffic Control Devices (MUTCD) - FHWA (dot.gov)		
☐	To be provided if signal warranted are met in accordance with MUTCD	• Submitted upon approval of Traffic Study Only • Complete document in PDF format • Document to signed and sealed
INTERSECTION CONTROL 'ICE' ANALYSIS Intersection Operations and Safety (fdot.gov)		
☐	ICE Analysis required	• Proposed signal locations • Reconstruction of existing intersections • Driveway Access Category E and above • Complete document in PDF format • Document to be signed and sealed

Spacing Standards:

14-97 : STATE HIGHWAY SYSTEM ACCESS CONTROL CLASSIFICATION SYSTEM AND ACCESS MANAGEMENT STANDARDS - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org)

Table 2

	Class	Medians	Median Openings		Signal	Connection	
			Full	Directional		More than 45MPH Posted Speed	45 MPH and less Posted Speed
☐	2	Restrictive w/Service Roads	2,640	1,320	2,640	1,320	660
☒	3	Restrictive	2,640	1,320	2,640	660	440
☐	4	Non-Restrictive			2,640	660	440
☐	5	Restrictive	2,640 at greater than 45 MPH Posted Speed 1,320 At 45 MPH or less Posted Speed	660	2,640 at greater than 45 MPH Posted Speed 1,320 At 45 MPH or less Posted Speed	440	245
☐	6	Non-Restrictive			1,320	440	245
☐	7	Both Median Types	660	330	1,320	125	125

Draft

LaBelle Commercial Meeting Notes:

- State Road 80 is Section 07010000, MP 7.608 – 7.860
- Proposed Commercial Uses Including:
  - - 4-Story Hotel (Approx. 124 rooms)
  - - Gas Station w/ Car Wash (Approx. 4,100 sf)
  - - Retail Strip (Approx. 27,200 sf)
- Since the development generate more than 600 VTPD a Traffic Impact Analysis (TIA) will be required. The TIA must include trip generation based on the latest edition of the ITE Trip Generation Manual, utilizing the appropriate land use codes, provide trip generation, traffic distribution, AM and PM peak hour turning movement analysis provided in graphic format, including queue analysis and turn lane analysis. Analysis is to include existing, future background and background + project traffic operational analyses. The study would need to include analysis of median opening to the north and Captain Hendry Drive intersection to the south and at access driveway on SR 80 including queue analysis and turn lane analysis.
- Depending on the northbound left volume a left turn lane may be warranted. The Department has concerns with the northbound to southbound U-turn movements in the existing gore area and discussed shifting the driveway further north to accommodate a full dedicated northbound left turn lane. A raised median separator of at least 4 feet in width would be preferred (2 – foot raised separator with a variation).
- Driveway to be designed to District One standards; minimum 28‘ width (16’ inbound lane, 12’ outbound lane), 50’ radii (minimum 35 feet).
- At the time of permitting the developer should provide an ingress \ egress truck turning template for the largest vehicles to ensure the circulation in and out of the site will not create operational or safety concerns.
- For any required off-site improvements, the improvements must be designed per FDOT standard Plans and the Florida Design Manual. FDM requirements can be coordinated with Roadway Design. Access Management evaluates queues for turn lanes.
- 5-year work program project:
  447878 – Median Modification: SR 80 FROM N OF CAPTAIN HENDRY DR TO W OF FORREY DR

  Project consists of several intersection improvements and will replace the existing two-way left-turn lanes with raised medians

  Design Project Manager
  Ryan Patterson
  239-225-1988
  ryan.patterson@dot.state.fl.us

*These comments are not intended to be all inclusive of errors and omissions. It should not be assumed that any issues that are not addressed in this correspondence are acceptable to this Department. We will submit additional comments once these issues have been addressed.

Table 22 - Recommended Minimum Driveway Length for Major Entrances

Land Use	Driveway Length *(In feet)*
Any major entrance to a development with 4 or more total lanes in the driveway. (Typically, malls and "Big Box Centers")	300 or greater, based on traffic study
Regional Shopping Centers (over 150,000 sq. ft.)	250
Community Shopping Center (100-150,000 sq. ft.) (supermarket, drugstore, etc.)	150
Small Strip Shopping Center	50
Smaller Commercial Developments (convenience store with gas pumps)	30
Note: *for large developments (such as regional malls, big box centers, or regional office centers), the total recommended length is not necessary for all entrances, only the major ones.*	

Source: Adapted from Vergil Stover unpublished course notes

Additional discussion on driveway length can be found in NCHRP Report 659. ***Table 23*** from this report presents simplified guidance on driveway length (also referred to as throat length) based on number of lanes and type of control.

For driveways that may be signalized, driveway length should be determined by a traffic study of expected future traffic and queues. An important measurement in determining the driveway length is the outbound queue. The estimates in Table 22 can be used for unsignalized driveways or for a first estimate of driveway length

Table 214.3.1 Driveway Dimensions

Element	Description	Connection Category		
		A	B 2-Way	C and D 2-Way
Curbed Roadways				
W	Connection Width	12' Min 24' Max	24' Min 36' Max	24' Min 36' Max
F	Flare (Drop Curb)	10' Min	10' Min	N/A
R	Radial Returns (Radius)	N/A	See Note 3	25' Min 50' Std 75' Max
Y	Angle of Driveway	60°- 90°	60°- 90°	60°- 90°
S	Driveway Traffic Separator or Median	N/A	4'-22' Wide	4'-22' Wide
G	Setback	12' Min., All categories.		
C & D	Corner Clearance and Driveway Connection Spacing	See connection spacing in ***Tables 201.4.2*** and ***201.4.3***		
Flush Shoulder Roadways				
W	Connection Width	12' Min 24' Max	24' Min 36' Max	24' Min 36' Max
F	Flare (Drop Curb)	N/A	N/A	N/A
R	Radial Returns (Radius)	15' Min 25' Std 50' Max	25' Min 50' Std 75' Max	25' Min 50' Std (Or 3-Centered Curves)
Y	Angle of Driveway	60°- 90°	60°- 90°	60°- 90°
S	Driveway Traffic Separator or Median	N/A	4'-22' Wide	4'-22' Wide
G	Setback	12' Min., All categories.		
C & D	Corner Clearance and Driveway Connection Spacing	See connection spacing in ***Tables 201.4.2*** and ***201.4.3***		

Notes:

(1) Connection Categories A, B, C, and D are defined in ***FDM 214.1.1***.
(2) 2-Way refers to one entry movement and one exit movement; i.e., not exclusive left or right turn lanes on the connection.
(3) Small radii may be used in lieu of flares for curbed roadways in Connection Category B when approved by the Department.
(4) The Angle of Driveway for Connection Category A may be reduced with approval by the local Operations/Maintenance Engineer.
(5) Design criteria for channelization islands (I) is found in ***FDM 210.3***.

Radial Returns (Radius):

(6) Provide the minimum radius for low-speed roadways with driveway design vehicle of a passenger car.
(7) Provide the standard radius for high-speed roadways or driveway with large design vehicles (e.g., SU-30).
(8) Consider providing the maximum radius or compound curve for high-speed roadways or driveway with large design vehicle (e.g., WB-62).

Please Provide Email / Phone # if you would like follow up communication.

LANDIS EVANS + PARTNERS
formerly Sprinkle Consulting

October 16, 2024 @ 5:30 pm
Neighborhood Meeting for Development NW of SR-80

Sign-In Sheet

NAME:

1	Kelli Allen bc6ka@yahoo.com
2	James Holland. James.holland@wm.com
3	[illegible]
4	Jennifer Curtis jennifercurtis1023@outlook
5	Jason Curtis
6	Seth & Haley Waugh hcmcmill@gmail.com
7	Greg: Delia Miners) delia@new
8	Iggy Monsalve iggysEmail@horizons-re.com
9	Shannon Melcher shannym80@gmail.com
10	Alton Green alton@jacksoncitrus.com
11	Stephanie Falcone sbfalcone@Gmail.com
12	Estela Gonzalez Tita71585@yahoo.com
13	JoAnn Cacioppo 640 Turtle Lane

14	Mike Scott	Mike@dorceylaw.com
15	Scott Milligan	sbmill384@gmail.com
16	Jason Falcone	Jayfalcone@gmail.com
17	Adria essex@Gmail.com	Adria Everson
18	Natalie Walker	nmwalker2020@gmail.com
19	Samantha Yzaguirre	Samantha.yzaguirre1@aol.com
20	Jamie Scott	Scottj14113@gmail.com
21	Vinnie Cannamela	vac1217@gmail.com
22	Charlie Acevedo	charlie_cacevedo@Hotmail.com
23	Iggy Monsalve	IggysEmail@gmail.com
24	Loucan83@gmail.com	Louise cannamela
25	carla Ford	carlashaaf@hotmail.com
26	Stephanie Falcone	SJfalcone76@Gmail.com
27	Rhonda Langford	rhondaray08hotmail.com
28		
29		
30		

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LANDIS EVANS + PARTNERS
formerly Sprinkle Consulting

October 16, 2024 @ 5:30 pm
Neighborhood Meeting for Development NW of SR-80

Sign-In Sheet

NAME:

1	Julie C Wilkins
2	Mitchell Wills
3	Anand Patel
4	Emory Howard
5	Chas Aiken caarrieta99@yahoo.com
6	Brenda Morris brengeorgemorris@embarqmail.com
7	Paula Echols marla.echoes@theroyalcompanies.com
8	George Morris
9	Scott Milligan
10	KC@soland.com
11	sherri@soland.com
12	Audrey Williamson
13	audreygogators@gmail.com

JABCAR@BELLSOUTH.NET

14	CHARLIE ACEVEDO charlie_aceveds @Hotmail.com
15	Mark Richter Richter-Pooh@Rocketmail.com
16	Beth Richter 941-676-0917
17	JABC26y@BELLSOUTH.NET
18	~~Thomas~~ Erin Melcher erinichi1@gmail.com
19	John Williamson
20	jwillia196@aol.com
21	Kimberly080@yahoo.com
22	michael.Patrish863@gmail.com
23	Gabriella Williamson
24	~~Gabbyw~~ Gabbygogator@aol.com
25	Erubiel Gonzalez Erugzz319@yahoo.com
26	MariaLuna titagzz1219@gmail.com
27	t1
28	
29	
30	

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EXHIBIT B

SCHEDULE OF USES

NON-RESIDENTIAL

- Institutional, Public, Quasi-Public - Accessory Use/Structure
- Clubs, Lodges
- Cultural Institutions
- Health Care
- Government Offices
- Schools, Private
- Commercial - Accessory Use/Structure
- Animal Sales and Services
    - Grooming
    - Animal Hospital/Clinic
    - Retail Sales
- Bowling Alleys
- Day Care Center
- Financial Institutions
- Food and Beverage Sales/Establishments
    - Accessory Alcoholic Beverage Sales, On-Premise
    - Accessory Alcoholic Beverage Sales, Off-Premise
    - Alcoholic Beverage Establishment
    - Bars
    - Food Stores
    - Fast Food
    - Liquor Stores
    - Restaurants
    - Wholesale bakeries
- Health and Fitness Clubs
- Offices
    - Offices and services excluding medical
    - Medical offices and services
- Personal Services
    - General
    - Dry Cleaning Establishments
- Retail Sales/Rental Establishments
    - General
- Tattoo Establishments
- Vehicle/Equipment Sales and Service
- Visitor Accommodations
    - Hotels/Motels

EXHIBIT C

SITE DEVELOPMENT REGULATIONS

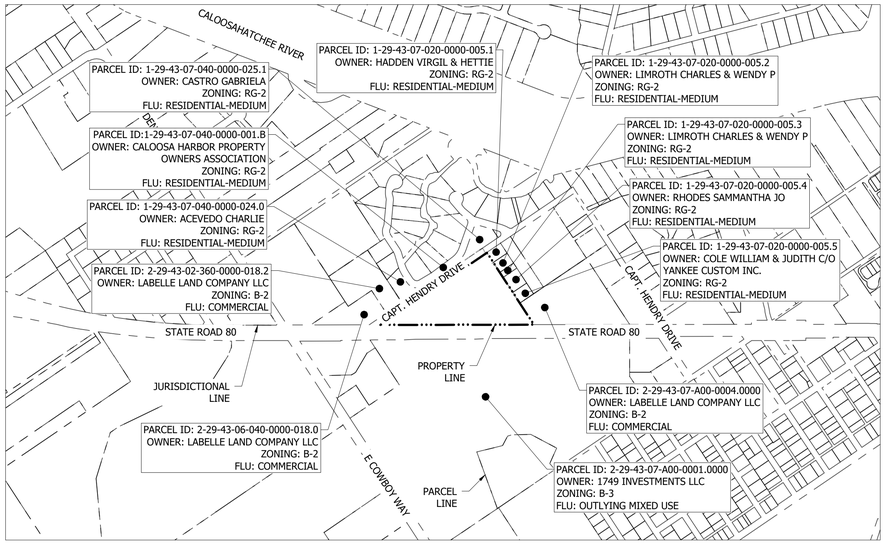
Site Development Regulations	
Landscape Buffers Minimum	
North	15 FT
Southeast	25 FT
West	15 FT
Building Setbacks Minimum (Including Accessory Structures)	
North	40 FT
Southeast	60 FT
West	60 FT
Proposed Use	Commercial/Retail/Office
Minimum Lot Size	5,000 SF
Minimum Lot Depth	100 FT
Minimum Lot Width	50 FT
Minimum Building Separation	15 FT
Maximum Floor Area Ratio (Far)	0.3
Maximum Building Height - Excluding Hotel	40 FT
Maximum Building Height - Hotel	45 FT
Maximum Floor Area Ratio (Far)	0.3
Minimum Open Space	116,546 ± SF (30%)
Minimum Usable Open Space	19,424 ± SF (5%)
Required Vehicular Parking Spaces	Shall Meet or Exceed LDC Sec. 4-85.10.2.

EXHIBIT D

MASTER CONCEPT PLAN

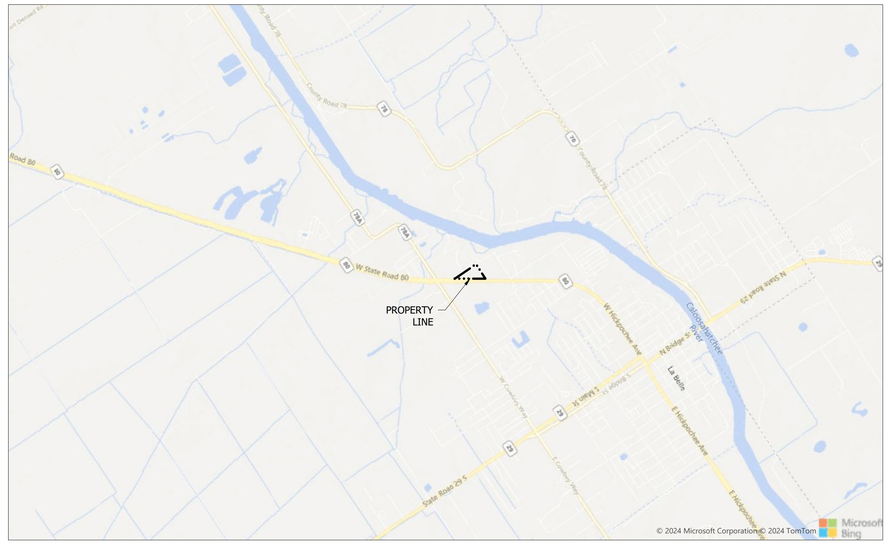
Refer to Following Pages

ADJACENT PROPERTY ZONING MAP/FUTURE LAND USE



0' 600'
SCALE: 1" = 600'

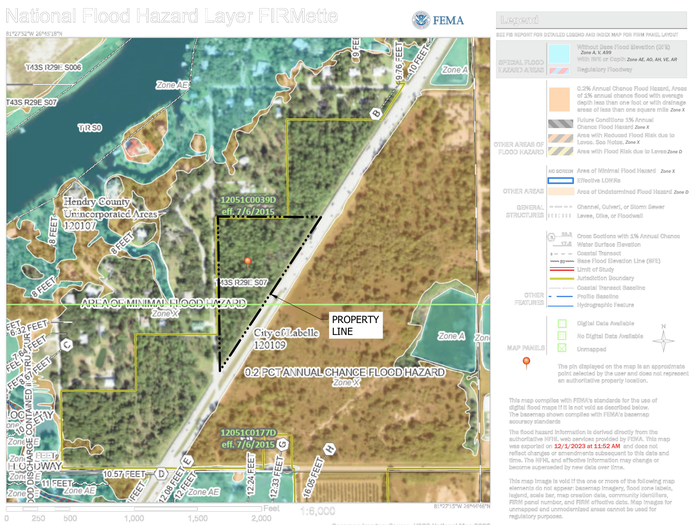
VICINITY MAP



0' 3000'
SCALE: 1" = 3000'

FEMA FLOOD MAP

N.T.S



EXISTING TOPOGRAPHIC MAP

0' 100'
SCALE: 1" = 100'



LANDIS EVANS + PARTNERS
www.landisevans.com
3810 NORTHDALE BLVD.
SUITE 100
TAMPA, FLORIDA 33624
OFFICE: 813-949-7449
FBPE CERT. OF AUTH. #4548

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ISSUE:	MARK	DATE	DESCRIPTION

PLANNED UNIT DEVELOPMENT

STATE ROAD 80 COMMERCIAL
CITY OF LABELLE, FLORIDA 33935

CORY W. CHANDLER STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 96421

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CORY W. CHANDLER ON THE DATE INDICATED HERE.

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ENGINEER OF RECORD SIGNATURE

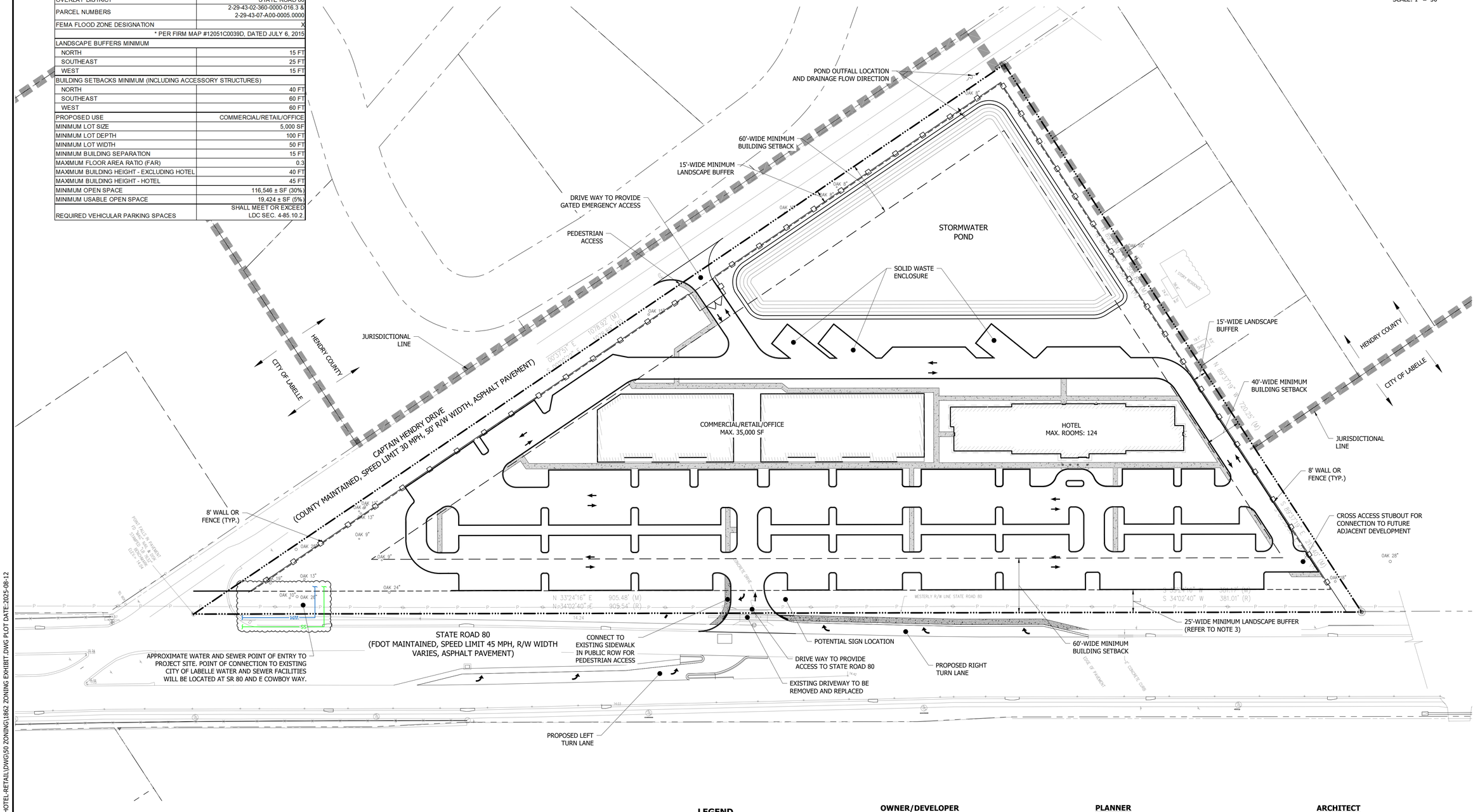
FLOOD ZONE:	PANELMAP NO.:
X	12051C0039D DATED 07/06/2015
SEC TWP RNG: 02/43/29 07/43/29	VERTICAL DATUM: NAVD88
DATE: 2025-04-17	JOB NO.: 1862-23

SHEET NUMBER:
ZONE-1

Z:\SHARED\1000 PROJECTS\1862-23 LABELLE HOTEL-RETAIL\DWG\50 ZONING\1862 ZONING EXHIBIT.DWG PLOT DATE:2025-04-17

SITE DATA

PARCEL/SITE AREA	388,488 ± SF (8.918 AC)
EXISTING ZONING DESIGNATION	B-2
PROPOSED ZONING DESIGNATION	PUD
FUTURE LAND USE DESIGNATION	COMMERCIAL
OVERLAY DISTRICT	STATE ROAD 80
PARCEL NUMBERS	2-29-43-02-360-0000-016.3 & 2-29-43-07-A00-0005.0000
FEMA FLOOD ZONE DESIGNATION	X
* PER FIRM MAP #12051C0039D, DATED JULY 6, 2015	
LANDSCAPE BUFFERS MINIMUM	
NORTH	15 FT
SOUTHEAST	25 FT
WEST	15 FT
BUILDING SETBACKS MINIMUM (INCLUDING ACCESSORY STRUCTURES)	
NORTH	40 FT
SOUTHEAST	60 FT
WEST	60 FT
PROPOSED USE	COMMERCIAL/RETAIL/OFFICE
MINIMUM LOT SIZE	5,000 SF
MINIMUM LOT DEPTH	100 FT
MINIMUM LOT WIDTH	50 FT
MINIMUM BUILDING SEPARATION	15 FT
MAXIMUM FLOOR AREA RATIO (FAR)	0.3
MAXIMUM BUILDING HEIGHT - EXCLUDING HOTEL	40 FT
MAXIMUM BUILDING HEIGHT - HOTEL	45 FT
MINIMUM OPEN SPACE	116,546 ± SF (30%)
MINIMUM USABLE OPEN SPACE	19,424 ± SF (5%)
REQUIRED VEHICULAR PARKING SPACES	SHALL MEET OR EXCEED LDC SEC. 4-85.10.2.



NOTE:

1. UTILITY SERVICES SHALL BY PROVIDED BY CITY OF LABELLE UTILITIES.
2. LANDSCAPING SHALL BE PROVIDED AS REQUIRED BY THE LAND DEVELOPMENT CODE, CONDITIONS OF APPROVAL, OR AS SHOWN HEREIN, WHICHEVER IS MORE RESTRICTIVE.
3. 25-FOOT LANDSCAPE BUFFER ALONG SR 80 IS INTENDED TO BE PLANTED IN ACCORDANCE WITH LDC SECTION 4-87.4 AND SECTION 4-80.10.
4. MINOR SHIFTS IN BUILDING(S), DRIVE AISLE(S), ACCESS(S), STORMWATER, AND PARKING LOCATIONS MAY OCCUR AT DESIGN PHASE.
5. IF PLATTED, NO INTERNAL BUILDING SETBACKS OR LANDSCAPE BUFFERS SHALL BE REQUIRED.
6. COMMERCIAL/RETAIL/OFFICE USES MAY BE DEVELOPED IN ONE OR MORE BUILDINGS.

LEGEND

- PROPERTY LINE
- FENCE OR WALL LINE
- PARCEL LINE
- JURISDICTION SEPARATION LINE
- TRAFFIC DIRECTIONAL ARROW

OWNER/DEVELOPER
SHREE NIVASH LAND, LLC.
6903 CONGRESS STREET
NEW PORT RICHEY, FLORIDA 34653
CONTACT: JOHN WHITEHEAD
PH: (727) 846-9500 EXT 206
EMAIL: JOHN@DHRUVDEVELOPMENT.COM

CIVIL ENGINEER
LANDIS EVANS AND PARTNERS, INC.
3810 NORTHDALE BLVD., SUITE 100
TAMPA, FLORIDA 33624
CONTACT: CORY CHANDLER P.E.
PH: (813) 949-7449
EMAIL: CCHANDLER@LANDISEVANS.COM

PLANNER
LANDIS EVANS AND PARTNERS, INC.
3810 NORTHDALE BLVD., SUITE 100
TAMPA, FLORIDA 33624
CONTACT: MARGARET TASSONE
PH: (813) 949-7449
EMAIL: MTASSONE@LANDISEVANS.COM

LANDSCAPE ARCHITECT
ROBERT E. HAUGHT PLA, LEED AP, ISA
19046 BRUCE B. DOWNS BOULEVARD, #308
TAMPA, FLORIDA 33647
CONTACT: ROBERT E. HAUGHT, P.L.A
PH: (813) 535-6662
EMAIL: ROBERT@FWDPLANNING.COM

ARCHITECT
DA | DC COLLABORATIVE
144 NE LINCOLN CIRCLE NORTH
SAINT PETERSBURG, FLORIDA 33702
CONTACT: DAVID THOMAS
PH: (248) 852-7702
EMAIL: DTHOMAS@DADCCOLLABORATIVE.COM

SURVEYOR
H.L. BENNETT & ASSOCIATES, INC.
241 YEOMANS AVENUE - P.O. DRAWER 2137
LABELLE, FLORIDA 33975
CONTACT: HAL L. BENNETT
PH: (863) 675-8882
EMAIL: HLB2@HLBENNETT.ORG

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MARK	DATE	DESCRIPTION
ISSUE:		

PLANNED UNIT DEVELOPMENT

STATE ROAD 80 COMMERCIAL
CITY OF LABELLE, FLORIDA 33935

CORY W. CHANDLER STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 96421

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ENGINEER OF RECORD SIGNATURE

FLOOD ZONE: X	PANEL/MAP NO.: 12051C0039D DATED 07/06/2015
SEC TWP RNG: 02/43/29 07/43/29	VERTICAL DATUM: NAVD88
DATE: 2025-08-12	JOB NO.: 1862-23

SHEET NUMBER:

ZONE-2

Z:\SHARED\1000 PROJECTS\1862-23 LABELLE HOTEL-RETAIL\DWG\50 ZONING\1862 ZONING EXHIBIT.DWG PLOT DATE: 2025-08-12

LANDIS EVANS + PARTNERS
formerly Sprinkle Consulting

January 14, 2025

City of LaBelle
481 West Hickpochee Ave
Labelle, Florida
(863) 675-2872

RE: State Road 80 Commercial Planned Unit Development Rezoning
Parcel Nos. 2 29 43 02 360 0000-016.3 & 2 29 43 07 A00 0005.0000

To Whom it May Concern:

This letter accompanies an application and the required documents for a Planned Unit Development (PUD) rezoning to permit a commercial/office development. The property is approximately 8.92 +/- acres northwest of State Road 80 (SR-80) and east of Captain Hendry Drive. This letter is intended to address the Land Development Code (LDC) standards required for considering a Planned Unit Development rezoning (LDC Chapter 4, Article V, Sec. 4-78).

The property is situated on the west side of the City of LaBelle with abutting lands to the north and west within unincorporated Hendry County. The subject property is currently zoned Business General-2 (B-2) with a future land use (FLU) classification of Commercial. The abutting properties to the north and west are zoned RG-2 (medium density residential) within unincorporated Hendry County.

Evidence of Unified Control
The property was purchased in June of 2024 by Shree Nivash Land, LLC. The deed associated with this action is included with this submittal.

The property owners abutting, adjoining and across the street from our proposed development are shown in Figure 1 below. The data presented in this figure was taken from the Hendry County Florida, GIS website using the Hendry County Parcel data downloaded on December 13, 2024.



Figure 1 Property Owners Nearby the Proposed Development

Proposed Uses and Intensity

This PUD zoning request is being sought to entitle the property for development of various commercial and office uses including retail shops/offices with a maximum of 35,000 square feet and a four-story, 124-room hotel. The project is anticipated to be completed in one phase.

Our proposed commercial development achieves the purpose and intent of the B-2 zoning district in providing for the retailing of commodities and professional services, grouping these compatible retail uses on the subject site and is abutting a major roadway. The proposed PUD zoning provides design criteria for development of the property as one wholistic commercial/office site.

Consistent with the Comprehensive Plan

The proposed uses are appropriate within the commercial FLU category as it is intended to accommodate commercial uses along the frontage of SR-80 that are more auto oriented while respecting alternative modes of transportation. Our site proposes one access to SR-80 that will be shared by all proposed uses on our site, and an emergency access to Captain Hendry Dr that will be gated for access by emergency response vehicles. A stub-out to the north is also being provided for a future connection. Internally the site is designed to accommodate pedestrians as well as vehicles with the site's pedestrian access connecting to the existing sidewalks along the northwest side of SR-80 and to Captain Hendry Dr. This project is compliant with the locational criteria found in the Comprehensive Plan as it is along the street frontages of SR-80 and Captain Hendry Dr providing direct access to SR-80, provides a potential future cross connection to the north, an emergency access to Captain Hendry Dr, and safe pedestrian circulation into and throughout the project site (Policy 1.3.4 Commercial Land Use Category).

Additionally, this request is consistent with the Locational Standards of Policy 1.6.1. as the project is requesting a maximum 0.3 floor area ratio (FAR) where 1.0 is permissible within the Commercial FLU of the Comprehensive Plan, it will connect to public water and wastewater systems, it is approximately 2.5 miles from a fire station, will provide required separation, buffering and screening from existing residential uses, and will comply with all other agency's regulatory requirements.

Our project is designed to protect the existing neighborhoods with sensitivity to the surrounding residents in mind. Our proposed structures will be centrally situated on our site, providing larger setbacks than required by the City of LaBelle. Our anticipated site layout makes use of the stormwater pond as an additional separator to the existing residential uses, providing a transition to the lesser intense residential uses. The properties to the west are separated from our property by Captain Hendry Dr with 50-foot of right of way.

Our proposed project is appropriate for this location based on policies from Objective 10.5: Commercial Land Uses of the *City of LaBelle's Comprehensive Plan.* Our development will promote the fiscal health of the City with the addition of non-residential uses in a location that currently lacks such residential support uses (Policy 10.1.1). This new commercial development, specifically the proposed retail sales, will provide opportunities for new businesses (Policy 10.5.1.). This

development will assist with ensuring a vibrant and sustainable local economy with the addition of our proposed mixture of uses on this site (Policy 10.5.3).

Traffic Impact

The property has an existing driveway connection to SR-80. We propose to modify this access point for this development as permitted by FDOT. The property also anticipates a connection to Captain Hendry Dr that shall be used for emergencies only. A Traffic Impact Analysis is being submitted along with this application. As noted in the submitted analysis, the trips generated by this development will not reduce the adopted Level of Service for all segments, in all scenarios within the study area. The Traffic Impact Analysis recommended a northeast bound left turn lane and a southwest bound right turn lane at the project's driveway access, which have been included in our proposed conditions of approval.

Covenants

There are no existing covenants bound to this property.

This proposed project will be developed in accordance with the provisions of the PUD application and all materials submitted herein and in accordance with the city's applicable LDC provisions and any specific modifications requested by the city commission.

Upon approval of the PUD, the property will be subject to the associated conditions of approval. The conditions of approval or development order shall be binding upon the developer and its successors and assigns.

Development Criteria and Standards

Along with this application we have submitted proposed conditions of approval for this PUD which include the development's design criteria and standards.

We desire to keep existing non-invasive vegetation in areas where possible. If unable to keep the existing non-invasive vegetation we are providing a 25-foot landscape buffer along SR-80 to enhance the viewshed from the roadway. This buffer shall include 5 large trees and 3 medium trees per 100 linear feet with a continuous double row of hedges. For this landscape buffer area, we propose the large trees be 12 feet in height and the medium trees to be 8 feet in height. Along the west and north of our property we are providing 15-foot landscape buffers, except in areas provided for vehicular connections and areas where the stormwater pond abuts our property boundary. The western landscape buffer abutting Captain Hendry Dr and the northern landscape buffer abutting the existing residential uses shall include 2 large trees and 3 medium trees per 100 linear feet with a continuous hedge row and an 8-foot fence/wall. For these landscape buffer areas, we propose the large trees be 10 feet in height and the medium trees to be 8 feet in height. All proposed trees shall be a minimum of 2-inch caliper at the time of planting.

Our proposed building setbacks are at least three times greater than those required by the City's LDC. Table 1 below demonstrates the LDC requirements compared to our proposal.

Table 1 Minimum Building Setbacks Comparison

	LDC Required Minimum Setbacks	Our Proposed Minimum Setbacks
North	5 Feet	40 Feet
Southeast	20 Feet	60 Feet
West	20 Feet	60 Feet*

**An additional 50 Feet of right of way separates our development from existing residents to the west*

Off-street parking will be provided on-site in accordance with the LDC regulations, and a loading area will be provided for deliveries. There will be dumpsters on-site for generated refuse screened from residential uses and rights of way.

To balance automobile-oriented development with multi-modal transportation choices, our proposed site layout provides safe pedestrian passage to the site from the north, SR-80, and Captain Hendry Dr as well as throughout the site. Where pedestrian passages enter the vehicular areas on the site, we will provide pedestrian crosswalks with appropriate markings and signs. The future cross-access to the north will also provide pedestrian access.

The proposed building, vehicular use area, and stormwater ponds will be landscaped according to the regulations in the Land Development Code. Irrigation for proposed plantings will be provided.

With the proposed building setbacks, proposed landscape buffers with applicable screening, and adherence to other land development regulations, the proposed development will be compatible with the existing uses to the north and west of our site.

Fire Rescue Services [RESERVED]

Police Services [RESERVED]

LDC Deviations

LDC, Section 4-76(b) for the Business General (B-2) district identifies a maximum of 40-feet building height. With this PUD zoning we are requesting the proposed hotel be permitted to a maximum height of 45 feet. All other structures proposed for this development shall comply with the maximum height of 40 feet.

There are no wetlands on our property, nor does it contain environmentally critical areas or natural resources. This request will comply with all environmental regulations and will obtain proper permits from SWFWMD and other applicable agencies.

The request will comply with all other provisions of the Comprehensive Plan for the City of Labelle and the Land Development Code.

Accompanying this cover letter are the following items:

- Completed Application with Authorization Affidavit
- Proof of Ownership
- Legal Description of the property
- Adjacent Owners list (within 500 feet of the property)
- Site Plan (11”x17”)
- Renderings of buildings
- Traffic Analysis Report
- Proposed Conditions of Approval
- Application Fee (previously paid)

Sincerely,

Landis Evans and Partners, Inc.

Margaret Tassone

Margaret Tassone
Project Planner

PROPOSED CONDITIONS OF APPROVAL

Approval of the request Planned Unit Development (PUD) rezoning, subject to the conditions listed, is based on the revised general site plan submitted April 18, 2025.

1. The project shall be limited to a maximum of 35,000 square feet of retail/office uses, and a maximum 124-room hotel.

2. The PUD shall comply with the following development standards:

Minimum Building Setbacks*:	
North	40 Feet
West	60 Feet
Southeast	60 Feet
Minimum Distance Between Buildings	15 Feet
Maximum Building Height	40 Feet
Maximum **Hotel** Building Height**	45 Feet
Maximum Overall Building Coverage	30%

**If the project is platted, no internal building setbacks nor internal landscape buffers shall be required and the minimum building separation shall be 15 feet.*
***Only the Hotel use shall exceed 40 feet in height.*

3. Architectural features, including but not limited to parapets and other appurtenances that are customarily placed above the roof level and not intended for human occupancy, shall be exempt from the maximum building height limitations.

4. Commercial/Retail/Office uses may be developed in one or more buildings.

5. Existing non-invasive vegetation may be used to satisfy the LDC landscape buffer requirements if the developer can demonstrate the vegetation provides screening, buffering, and separation of unlike uses as intended by the landscape buffering requirements. If existing vegetation cannot be utilized, the developer shall provide landscape buffers along the perimeter of the PUD boundary as noted below. The developer, their successors and/or assignees shall be responsible for maintenance of the buffer.

   5.1 The developer shall provide a 15-foot-wide landscape buffer along the northern PUD boundary except for the area that provides the interconnection to the north. The northern landscape buffer shall provide 2 trees minimum 10-foot in height and 3 trees minimum 8-foot in height per 75 linear feet, a continuous row of shrubs to form a hedge, and an 8-foot-high opaque fence or wall.

   5.2 The developer shall provide a 15-foot-wide landscape buffer along the western PUD boundary except for the area that provides emergency access to Captain Hendry Drive. The western landscape buffer shall provide 2 trees minimum 10-foot in height and 3 trees minimum 8-foot in height per 75 linear feet, a continuous row of shrubs to form a hedge, and an 8-foot-high opaque fence or wall.

   5.3 The developer shall provide a 25-foot-wide landscape buffer along the southeastern PUD boundary that abuts State Road 80 except for the areas that provide vehicular and/or pedestrian connections to State Road 80. The southeastern landscape buffer shall provide 5 trees minimum 12-foot in height and 3 trees minimum 8-foot in height per 100 linear feet, and a continuous double row of shrubs to form a hedge.

5.4 All trees shall have a minimum 2-inch caliper trunk at time of planting.

5.5 No buffering or screening shall be required to separate uses that are internal to the PUD.

6. Pond slopes not exceeding a 4:1 ratio shall be permitted within the landscape buffer areas.

7. The hotel shall provide glass/window treatment or other equivalent measures on the top two stories of hotel room windows that face Captain Hendry Drive. These treatments shall prevent the viewing of properties within the existing residential subdivision west of Captain Hendry Drive.

8. The development shall provide parking in accordance with the requirements of Section 4-85.10 of the City of LaBelle's Land Development Code.

9. Outdoor lighting internal to the project shall be designed so that any illumination which may emanate from lights on site shall not illuminate off site properties.

10. The developer shall construct a minimum 22-foot-wide stub-out for cross-access to the commercial property (Propety ID 32543) north of the subject property.

11. The project shall construct a minimum 22-foot emergency access to Captain Hendry Drive that shall remain gated and used only in case of emergencies. The emergency access gate shall provide a Knox key, strobe switch, or other device as approved by the City of LaBelle's Fire Department.

12. The developer shall provide sidewalks internal to the project and sidewalk connections to State Road 80, Captain Hendry Drive, and the abutting commercial parcel to the north as indicated on the PUD Plan. The exact location of said sidewalks may shift slightly during the review of the Site Construction Plan and shall not require a modification of the PUD zoning.

13. Subject to FDOT review and approval, and prior to the issuance of Certificate of Occupancy, the developer shall construct a 315-foot-long northeast bound left turn lane on State Road 80 at the project driveway.

14. Subject to FDOT review and approval, and prior to the issuance of Certificate of Occupancy, the developer shall construct a 315-foot-long southwest bound right turn lane on State Road 80 at the project driveway.

15. Any required off-site utilities lines and appurtenances required to extend service to the PUD project shall be provided by the developer. The developer costs incurred for such off-site utilities' infrastructure shall be creditable against the Utility Connection Fees.

16. The Development of the project shall proceed in strict accordance with the terms and conditions contained in this Development Order, the PUD Plan, the land use conditions contained herein, and all applicable rules, regulations, and ordinances of the City of LaBelle.

17. The stormwater system shall meet the South Florida Water Management District and City of LaBelle criteria for water quality treatment and discharge requirements. Any discharge to the State Road No. 80 drainage system shall comply with Florida Department of Transportation criteria (FDOT).

18. Signage will comply with the regulations in the Section 4-81.8 and 4-87.6 of the Land Development Code (LDC).


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