

# CITY OF LABELLE



## AGENDA

**Regular Commission Meeting**  
Thursday, April 09, 2026, 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. Arbor Day Proclamation

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 March Check Register**

B. **Approval of Staff Reports:**

- HCSO- Lt. Allen Hudson
- Fire Department- Chief Brent Stevens
- Building Department- Mark Lynch
- Code Enforcement- Zane Mungillo
- Woodard & Curran- Justin deMello

C. WWTP MASTER LIFT STATION REPAIRS

D. RESOLUTION 2026-07 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING \$20,000,000 IN PRINCIPAL AMOUNT OF ITS WATER AND SEWER REVOLVING CREDIT BOND, SERIES 2026, TO FINANCE THE COST OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; PLEDGING THE NET REVENUES OF SAID SYSTEM TO PAY THE SERIES 2026 BOND; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2026 BOND UPON COMPLIANCE WITH CERTAIN PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED REVOLVING CREDIT AGREEMENT BETWEEN THE CITY AND THE PURCHASER OF THE SERIES 2026 BOND; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

E. Four Waters Engineering Contract

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. Mavis Tires - Architectural Review

B. LDRC Increase Funding Request

- C. LDRC Certified Local Government Program
- D. LDRC Captain Hendry House Project
- E. Animal Control - Linda Phillips

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

- A. ORDINANCE 2025-09 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-04 FOR A PROPERTY KNOWN AS KMJ INVESTMENTS PLANNED UNIT DEVELOPMENT, A 2+/-ACRE PROPERTY LOCATED IMMEDIATELY NORTH OF STATE ROAD 80, APPROXIMATELY ¼ MILE EAST OF HUGGETTS ROAD INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CONDITIONS OF APPROVAL; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
- B. ORDINANCE 2026-07 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING CHAPTER 4, ARTICLE V, SECTION 4-82 OF THE CITY OF LABELLE LAND DEVELOPMENT CODE, AMENDING USES REQUIRING SPECIAL EXCEPTION APPROVAL IN THE STATE ROAD 80 OVERLAY DISTRICT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

*(Limited to 3 minutes per person)*

**10. City Related Business by Commissioners**

- A. Mayor Wilkins - 16th Annual Call of the Wild Earth Week April 20-23, 2026

**11. Adjournment**

**Upcoming Meetings:**

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

May 14, 2026 LPA & City Commission Meeting

June 11, 2026 LPA & City Commission Meeting

July 9, 2026 LPA & City Commission Meeting

**City of Labelle Office Closures:**

May 25, 2026 Memorial Day

July 3, 2026 Independence Day

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**Meeting Records Request**

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

### **Notice of Commission Meetings and Agendas**

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

### **Americans with Disabilities Act**

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

# City of LaBelle Arbor Day Proclamation

*WHEREAS, the City of LaBelle is known as the “City Under the Oaks” and recognizes the importance of preserving and expanding its tree canopy to preserve the small-town character and Old Florida heritage that is hallmark to the City’s identity.*

*WHEREAS, the City values the role its tree canopy provides for the benefit of current and future generations; and*

*WHEREAS, trees are a vital and renewable resource that enhance the quality of life in the City of LaBelle by providing shade, reducing energy costs, improving air and water quality, and contributing to the natural beauty and character of the community; and*

*WHEREAS, trees play an important role in reducing soil erosion, improving stormwater management, and supporting wildlife habitat; and*

*WHEREAS, Arbor Day provides an opportunity to promote the importance of the City’s tree canopy, particularly significant native oak trees, environmental stewardship and encourage residents, businesses, and organizations to plant, maintain, and protect trees throughout the City; and*

*WHEREAS, the City of LaBelle encourages all citizens to participate in activities that support the conservation and enhancement of our urban forest; and*

*WHEREAS, it is fitting and proper to recognize the importance of trees and celebrate their many benefits to the community*

*NOW, THEREFORE, the City of LaBelle’s City Commission, do hereby proclaim the month of April 24, 2026 as:*

**“ARBOR DAY”**

**PROCLAIMED this 9th day of April, 2026**

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Julie C. Wilkins, Mayor  
City of LaBelle

Range of Checking Accts: First to Last Range of Check Dates: 03/01/26 to 03/31/26  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED		GENERAL FUND POOLED CASH			
92473	03/04/26	AAP ADVANCE AUTO PARTS	254.20		9856
92474	03/04/26	AZ AUTO ZONE	252.83		9856
92475	03/04/26	COLW CITY OF LABELLE, WATER & SANIT	3,701.65		9856
92476	03/04/26	CTTF COUNTY TRANSPORTATION TRST FND	6,740.14		9856
92477	03/04/26	HOMDEF HOMETEAM PEST DEFENSE INC	1,195.13		9856
92478	03/04/26	PARRISH PARRISH CATERING COMPANY LLC	2,250.00		9856
92479	03/04/26	VAH VISION ACE HARDWARE-LABELLE	1,549.96		9856
92480	03/04/26	VISA VISA	1,991.63		9856
92481	03/04/26	VISA VISA	2,073.95		9856
92482	03/04/26	VISA VISA	558.98		9856
92483	03/04/26	VISA VISA	1,530.41		9856
92484	03/04/26	VISA VISA	748.55		9856
92485	03/04/26	VISA VISA	450.00		9856
92486	03/04/26	VISA VISA	802.58		9856
92487	03/04/26	VISA VISA	4,297.46		9856
92488	03/04/26	VISA VISA	169.02		9856
92489	03/04/26	AES AIM ENGINEERING & SURVEYING	2,205.65		9859 Direct Deposit
92490	03/04/26	FWEI FOUR WATERS ENGINEERING, INC	15,777.50		9859 Direct Deposit
92491	03/04/26	MUNES MES SERVICE COMPANY LLC	2,426.44		9859 Direct Deposit
92492	03/04/26	THEMA005 THE MAKER'S MOTIF INC.	108.00		9859 Direct Deposit
92493	03/04/26	FRS FLORIDA RETIREMENT SYSTEM	26,186.96	03/04/26 VOID	9861 (Reason: INCORRECT AMT ON 3%)
92494	03/04/26	FRS FLORIDA RETIREMENT SYSTEM	26,098.51		9863
92495	03/06/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9864
92497	03/09/26	BCSI BUILDERS CHOICE SUPPLY INC	396.20		9866
92498	03/09/26	BRENTS BRENT STEVENS	150.00		9866
92499	03/09/26	BROWEL BROWN'S WELDING LLC	455.00		9866
92500	03/09/26	CENTLINK CENTURYLINK	384.09		9866
92501	03/09/26	CLINK CENTURYLINK	512.88		9866
92502	03/09/26	COMCAST COMCAST	227.14		9866
92503	03/09/26	FMPT2 FLORIDA MUNICIPAL PENSION TRST	23,797.44		9866
92504	03/09/26	FPL FLORIDA POWER & LIGHT	14,318.30		9866
92505	03/09/26	GAFS GREAT AMERICA FINANCIAL SVCS	345.96		9866
92506	03/09/26	ISBC IPITOMY SMARTER BUSINESS COMMU	73.44		9866
92507	03/09/26	LCBOCC LEE COUNTY SOLID WASTE	48.59		9866
92508	03/09/26	PBBI PITNEY BOWES BANK INC	444.15		9866
92509	03/09/26	PBGFS PITNEY BOWES GLOBAL FINANCIAL	145.71		9866
92510	03/09/26	SHRED SHRED-IT USA	276.90		9866
92511	03/09/26	TYLERH TYLER HAMILTON DR	100.00		9866
92512	03/09/26	UNRENTAL UNITED RENTALS, INC	546.92		9866
92513	03/09/26	UNWAYLEE UNITED WAY OF LEE COUNTY	26.00		9866
92514	03/09/26	WFA WHITES FURNITURE AND APPLIANCE	365.00		9866
92515	03/09/26	WLMINC WOLFF'S LAWN MACHINES INC	1,988.15		9866
92516	03/09/26	WSC WINDMILL SPRINKLER CO., INC.	21.20		9866
92517	03/09/26	AES AIM ENGINEERING & SURVEYING	13,483.06		9868 Direct Deposit
92518	03/09/26	AJAXP005 AJAX PAVING INDUSTRIES OF FL	479.75		9868 Direct Deposit
92519	03/09/26	CAPG005 C.A.P. GOVERNMENT, INC	1,104.00		9868 Direct Deposit
92520	03/09/26	CULL CULLIGAN WATER	282.00		9868 Direct Deposit
92521	03/09/26	INM INDEPENDENT NEWSMEDIA INC USA	351.79		9868 Direct Deposit
92522	03/09/26	LDRC LABELLE DOWNTOWN	1,741.00		9868 Direct Deposit

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED		GENERAL FUND POOLED CASH			Continued
92523	03/09/26	PRM PUBLIC RISK MANAGEMENT	65,496.00		9868 Direct Deposit
92524	03/09/26	RVE RVE, INC. D/B/A RVI	8,215.00		9868 Direct Deposit
92525	03/09/26	TFSLLC TEN-8 FIRE & SAFETY, LLC	1,957,506.32		9868 Direct Deposit
92526	03/09/26	THEGA005 THE GARDEN PLACE-ESTERO	3,553.95		9868 Direct Deposit
92527	03/09/26	TRIESTAG TRIEST AG GROUP INC	205.09		9868 Direct Deposit
534	03/11/26	FDOR FLORIDA DEPT OF REVENUE	0.00		9874
92528	03/13/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9870
260534	03/19/26	AAP ADVANCE AUTO PARTS	56.77		9876
260535	03/19/26	ABP ACCENT BUSINESS PRODUCTS	240.82		9876
260536	03/19/26	ALLSTATE AMERICAN HERITAGE LIFE INS CO	586.16		9876
260537	03/19/26	ALLSTATE AMERICAN HERITAGE LIFE INS CO	2,229.40		9876
260538	03/19/26	AZ AUTO ZONE	17.44		9876
260539	03/19/26	BCSI BUILDERS CHOICE SUPPLY INC	340.47		9876
260540	03/19/26	BROWEL BROWN'S WELDING LLC	585.00		9876
260541	03/19/26	BSA BRIDGE STREET AUTO PARTS, INC.	1,408.17		9876
260542	03/19/26	CLINK CENTURYLINK	64.75		9876
260543	03/19/26	COLW2 CITY OF LABELLE WATER AND SANI	3,203.10		9876
260544	03/19/26	DENARP DENA R. PITTMAN, H.C.P.A	6,445.07		9876
260545	03/19/26	FPL FLORIDA POWER & LIGHT	158.37		9876
260546	03/19/26	FROGS005 FROGS AUTO REPAIR DBA	1,430.00		9876
260547	03/19/26	GOVER005 GOVERNMENT FORMS AND SUPPLIES	95.86		9876
260548	03/19/26	HRCH HENDRY REGIONAL CORP. HEALTH	20.00		9876
260549	03/19/26	JAK JOHN A. KOONS LOCKSMITHS	943.00		9876
260550	03/19/26	SWCO SHERWIN WILLIAMS CO.	314.39		9876
260551	03/19/26	TMOBI005 T-MOBILE USA INC.	1,198.36		9876
260552	03/19/26	TWGI THE WANDERLUST GROUP INC	3,500.00		9876
260553	03/19/26	VAH VISION ACE HARDWARE-LABELLE	0.00	03/19/26 VOID	0
260554	03/19/26	VAH VISION ACE HARDWARE-LABELLE	2,140.93		9876
260555	03/19/26	ANIMA010 ANIMAL CARE EQUIPMENT	3,341.65		9878 Direct Deposit
260556	03/19/26	CQL CAPTAINS QUICK LUBE	299.90		9878 Direct Deposit
260557	03/19/26	DEXI DEX IMAGING LLC	315.92		9878 Direct Deposit
260558	03/19/26	LILLI005 LILLIAN M DAVENPORT	184.54		9878 Direct Deposit
260559	03/19/26	LNATL GLOBE LIFE	446.88		9878 Direct Deposit
260560	03/19/26	MJW MARY JO WILSON	285.00		9878 Direct Deposit
260561	03/19/26	PTLLC PROTECTED TRUST LLC	3,602.66		9878 Direct Deposit
260562	03/19/26	RVE RVE, INC. D/B/A RVI	9,967.50		9878 Direct Deposit
260563	03/19/26	SSW SHARON SANDERS WHITE	165.00		9878 Direct Deposit
260564	03/19/26	SUPPLYL SUPPLYLINE	3,684.46		9878 Direct Deposit
260565	03/19/26	TRIESTAG TRIEST AG GROUP INC	171.44		9878 Direct Deposit
260533	03/20/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9875
260566	03/27/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9880
260567	03/30/26	AFL AMERICAN FAMILY LIFE ASSR CO.	782.55		9881
260568	03/30/26	AFL AMERICAN FAMILY LIFE ASSR CO.	2,005.64		9881
260569	03/30/26	ALADT005 Aladtec, LLC	180.00		9881
260570	03/30/26	C-000015 VERONICA ZAMUDIO	500.00		9881
260571	03/30/26	CC-C CRACKER COOKIN' & CATERIN'	3,117.18		9881
260572	03/30/26	CLINK CENTURYLINK	449.87		9881
260573	03/30/26	GAFS GREAT AMERICA FINANCIAL SVCS	345.96		9881
260574	03/30/26	HCBOCC HENDRY CO BOARD COUNTY COMM	857.91		9881
260575	03/30/26	HCSO HENDRY COUNTY SHERIFF'S OFFICE	40,000.00		9881
260576	03/30/26	HO HOMERO OLIVAREZ, JR	225.00		9881
260577	03/30/26	KIMBE005 KIMBERLY BARSELOU	118.26		9881

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED GENERAL FUND POOLED CASH Continued					
260578	03/30/26	LEGALSH LEGAL SHIELD	73.75		9881
260579	03/30/26	LHM LABELLE HERITAGE MUSEUM, INC.	6,375.00		9881
260580	03/30/26	LISAA LISA AWBREY	85.36		9881
260581	03/30/26	LYDIA005 Lydia Elio	42.00		9881
260582	03/30/26	BPE BARRY'S POWER EQUIPMENT	266.39		9884 Direct Deposit
260583	03/30/26	CHPC0005 CPH CONSULTING, LLC	1,100.00		9884 Direct Deposit
260584	03/30/26	JLRFI005 JLR FIRE INSPECTIONS LLC	3,166.00		9884 Direct Deposit
260585	03/30/26	ORKINPC ORKIN, LLC	65.00		9884 Direct Deposit
260586	03/30/26	PJMRO005 PJM ROCK MINE & AGGREGATES LLC	1,465.61		9884 Direct Deposit
260587	03/30/26	QUALITY QUALITY 1 AUTO CARE INC	1,725.50		9884 Direct Deposit
260588	03/30/26	THEMA005 THE MAKER'S MOTIF INC.	1,615.75		9884 Direct Deposit
260589	03/30/26	ZAMBELLI ZAMBELLI FIREWORKS MFG.	12,500.00		9884 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	77	2	179,933.97	26,186.96
Direct Deposit:	34	0	2,117,304.75	0.00
Total:	111	2	2,297,238.72	26,186.96

UTILITY DEPOSIT Water Revenue Deposit					
2681	03/04/26	U-000320 VALDES RUANO, AMANDA	83.10		9857
2682	03/04/26	U-000321 CUELLAR, NELDA C	6.79		9857
2683	03/04/26	U-000322 SUAZO, LAMBERTO	345.50		9857
2684	03/04/26	U-000323 HOPE OF SW FLORIDA	105.00		9857
2685	03/04/26	U-000324 IGLESIA DE DIOS PENTECOSTAL	106.40		9857
2686	03/04/26	U-000325 REINBOTT, RACHAEL SUZANNE	62.08		9857
2687	03/30/26	U-000330 LASTER, HERMAN ALLEN OR	4.74		9882
2688	03/30/26	U-000331 DIPOFI, RENA	45.60		9882
2689	03/30/26	U-000332 PEQUENO, LIONEL	189.75		9882
2690	03/30/26	U-000333 HERNANDEZ-LOPEZ, OSCAR	95.00		9882
2691	03/30/26	U-000334 OVERBERG PROPERTIES LLC	155.00		9882
2692	03/30/26	U-000335 HUNTER, RAVEN SIMONE	167.16		9882
2693	03/30/26	U-000336 BRIONES, LAURA	65.00		9882
2694	03/30/26	U-000337 LABELLE PROFESSIONAL CENTER	105.00		9882
2695	03/30/26	U-000338 REED, CALONDA DAWN	180.00		9882
2696	03/30/26	U-000339 JOHNSON, MOZETTA	105.00		9882
2697	03/30/26	U-000340 GEORGE, ASHLEY	40.00		9882
2698	03/30/26	U-000341 TREVINO, SERGIO	145.17		9882
2699	03/30/26	U-000342 CHRIST CENTRAL LABELLE INC	168.25		9882
2700	03/30/26	U-000343 EARTHVIEW LLC	430.00		9882
2701	03/30/26	U-000345 JONES, CAROL	50.00		9882
2702	03/30/26	U-000346 OAKWOOD TERRACE LLC	140.00		9882

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	22	0	2,794.54	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	22	0	2,794.54	0.00

UTILITY POOLED UTILITY FUND POOLED CASH					
1321	03/04/26	CTTF COUNTY TRANSPORTATION TRST FND	584.52		9858
1322	03/04/26	HOMDEF HOMETEAM PEST DEFENSE INC	65.07		9858
1323	03/04/26	VAH VISION ACE HARDWARE-LABELLE	482.07		9858
1324	03/04/26	FWEI FOUR WATERS ENGINEERING, INC	22,585.75		9860 Direct Deposit
1325	03/04/26	FRS FLORIDA RETIREMENT SYSTEM	6,016.80		9862

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
UTILITY POOLED	UTILITY FUND	POOLED CASH	Continued		
1326	03/09/26	CENTLINK CENTURYLINK	128.03		9867
1327	03/09/26	CLINK CENTURYLINK	285.22		9867
1328	03/09/26	FPL FLORIDA POWER & LIGHT	63.83		9867
1329	03/09/26	ISBC IPITOMY SMARTER BUSINESS COMMU	24.48		9867
1330	03/09/26	LUMEN LUMEN	559.25		9867
1331	03/09/26	PBGFS PITNEY BOWES GLOBAL FINANCIAL	48.57		9867
1332	03/09/26	SHRED SHRED-IT USA	92.30		9867
1333	03/09/26	TRIPP005 TRIPP ELECTRIC MOTORS, INC.	19,604.98		9867
1334	03/09/26	WSC WINDMILL SPRINKLER CO., INC.	226.14		9867
1335	03/09/26	BMI BADGER METER INC.	649.44		9869 Direct Deposit
1336	03/09/26	CULL CULLIGAN WATER	50.00		9869 Direct Deposit
1337	03/09/26	KBPI K&B PUMP & ELECTRICAL, LLC	11,271.53		9869 Direct Deposit
1338	03/09/26	PRM PUBLIC RISK MANAGEMENT	9,940.77		9869 Direct Deposit
1339	03/09/26	SSDI SOUTHLAND SITE DEVELOPERS INC	4,700.00		9869 Direct Deposit
1340	03/09/26	TETRA005 TETRA TECH, INC	135.00		9869 Direct Deposit
1341	03/09/26	WOODARD WOODARD & CURRAN INC	166,552.42		9869 Direct Deposit
1342	03/19/26	ABP ACCENT BUSINESS PRODUCTS	122.78		9877
1343	03/19/26	COLW2 CITY OF LABELLE WATER AND SANI	2,463.23		9877
1344	03/19/26	CORE CORE & MAIN LP	568.80		9877
1345	03/19/26	FPL FLORIDA POWER & LIGHT	720.37		9877
1346	03/19/26	LUMEN LUMEN	559.25		9877
1347	03/19/26	RCMUT005 RCM UTILITIES, LLC	194,788.15		9877
1348	03/19/26	VAH VISION ACE HARDWARE-LABELLE	89.38		9877
1349	03/19/26	WASTEC WASTE CONNECTIONS INC	93,952.19		9877
1350	03/19/26	CHAMP005 Champion Plumbing Sewer &	2,025.00		9879 Direct Deposit
1351	03/19/26	CQL CAPTAINS QUICK LUBE	89.95		9879 Direct Deposit
1352	03/19/26	KGAUSE KATHARINA GAUSE	150.00		9879 Direct Deposit
1353	03/19/26	PTLLC PROTECTED TRUST LLC	450.34		9879 Direct Deposit
1354	03/19/26	SECUR005 SECURITY FENCE OF SWFL INC	8,991.00		9879 Direct Deposit
1355	03/19/26	TETRA005 TETRA TECH, INC	4,438.00		9879 Direct Deposit
1356	03/19/26	TRISTAG TRIEST AG GROUP INC	156.48		9879 Direct Deposit
1357	03/19/26	WOODARD WOODARD & CURRAN INC	8,750.00		9879 Direct Deposit
1358	03/30/26	AWWA AMERICAN WATER WORKS ASSOC.	298.00		9883
1359	03/30/26	CLINK CENTURYLINK	285.22		9883
1360	03/30/26	POL POSTMASTER - LABELLE, FL.	1,500.00		9883
1361	03/30/26	TETRA005 TETRA TECH, INC	3,105.00		9885 Direct Deposit

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	24	0	323,528.63	0.00
Direct Deposit:	17	0	244,040.68	0.00
Total:	41	0	567,569.31	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	123	2	506,257.14	26,186.96
Direct Deposit:	51	0	2,361,345.43	0.00
Total:	174	2	2,867,602.57	26,186.96

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	6-001	2,275,415.39	0.00	21,823.33	2,297,238.72
WATER FUND	6-041	331,906.77	0.00	0.00	331,906.77
SEWER FUND	6-042	141,710.35	0.00	0.00	141,710.35
SANITATION OPERATION FUND	6-043	93,952.19	0.00	0.00	93,952.19
	Year Total:	2,842,984.70	0.00	21,823.33	2,864,808.03
WATER FUND	x-041	1,499.37	0.00	0.00	1,499.37
SEWER FUND	x-042	754.83	0.00	0.00	754.83
SANITATION OPERATION FUND	x-043	540.34	0.00	0.00	540.34
	Year Total:	2,794.54	0.00	0.00	2,794.54
Total of All Funds:		2,845,779.24	0.00	21,823.33	2,867,602.57

---

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	2,275,415.39	0.00	21,823.33	2,297,238.72
WATER FUND	041	333,406.14	0.00	0.00	333,406.14
SEWER FUND	042	142,465.18	0.00	0.00	142,465.18
SANITATION OPERATION FUND	043	94,492.53	0.00	0.00	94,492.53
Total of All Funds:		<u>2,845,779.24</u>	<u>0.00</u>	<u>21,823.33</u>	<u>2,867,602.57</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	6-001	2,275,415.39	0.00	0.00	0.00	2,275,415.39
WATER FUND	6-041	331,906.77	0.00	0.00	0.00	331,906.77
SEWER FUND	6-042	141,710.35	0.00	0.00	0.00	141,710.35
SANITATION OPERATION FUND	6-043	93,952.19	0.00	0.00	0.00	93,952.19
Year Total:		2,842,984.70	0.00	0.00	0.00	2,842,984.70
WATER FUND	x-041	1,499.37	0.00	0.00	0.00	1,499.37
SEWER FUND	x-042	754.83	0.00	0.00	0.00	754.83
SANITATION OPERATION FUND	x-043	540.34	0.00	0.00	0.00	540.34
Year Total:		2,794.54	0.00	0.00	0.00	2,794.54
Total of All Funds:		2,845,779.24	0.00	0.00	0.00	2,845,779.24

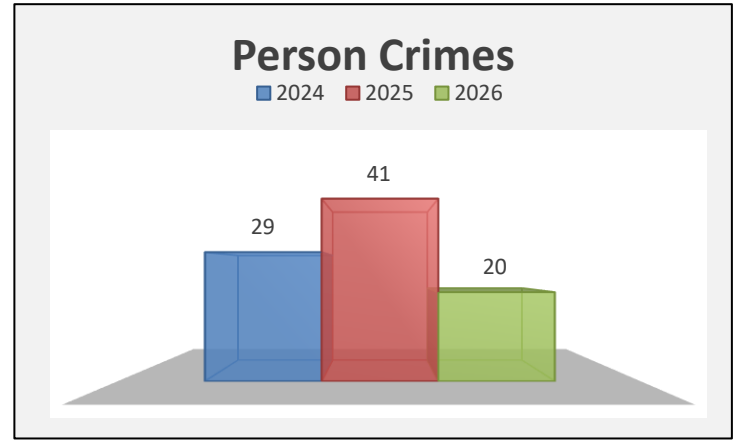
# Hendry County Sheriff's Office

City of LaBelle Crime Report for April 2026 Meeting

Dates: 03/01/2026-03/25/2026

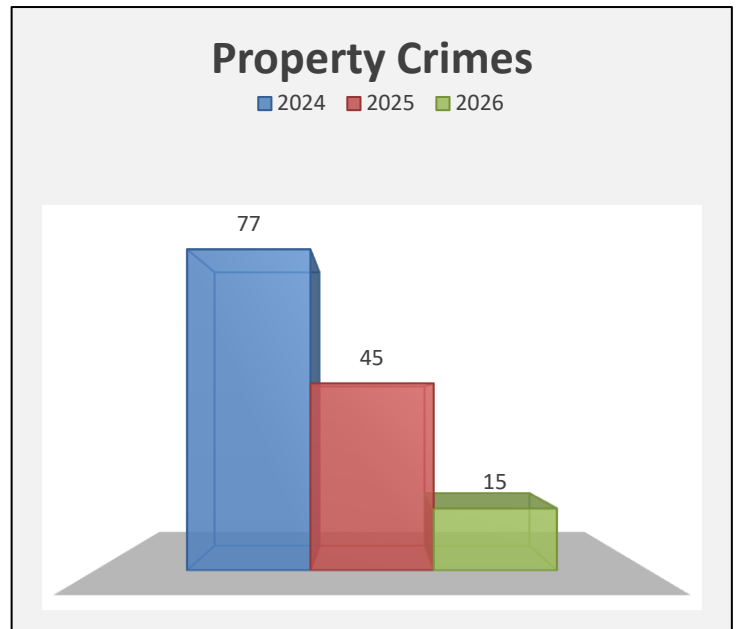
Person Crimes	Mar	Feb	Jan. 2026	Dec.
Homicide	0	0	0	0
Robbery	0	0	0	0
Sex Crime	1	1	1	1
Assault	1	1	0	0
Battery - Simple	0	2	0	0
Domestic	2	6	5	0
<b>TOTAL</b>	<b>4</b>	<b>10</b>	<b>6</b>	<b>1</b>

YTD 2026	YTD 2025	YTD 2024
0	0	0
0	0	2
3	4	6
2	10	0
2	11	11
13	16	10
<b>20</b>	<b>41</b>	<b>29</b>

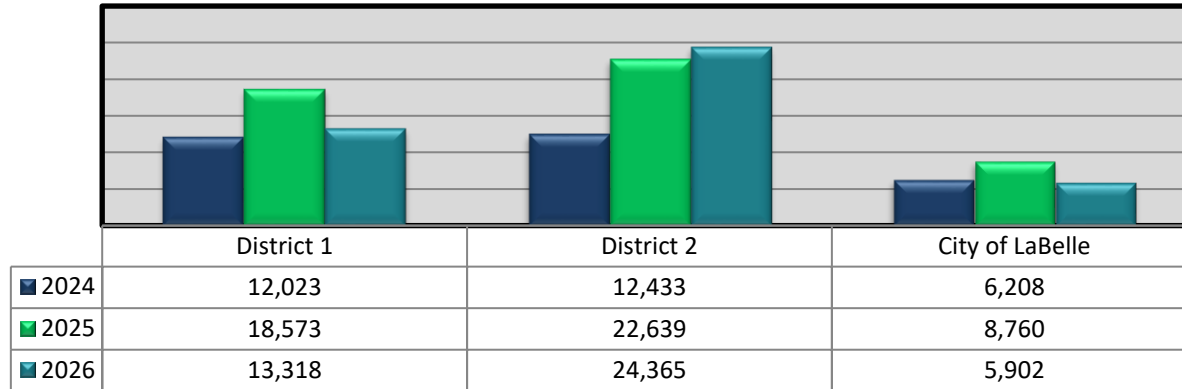


Property Crimes	Mar	Feb	Jan. 2026	Dec.
Stolen Vehicle	0	1	0	2
Theft				
- Construction	0	1	0	0
- Residential	1	3	2	2
- Retail	1	0	0	3
Burglary				
- Residential	1	0	1	1
- Business	0	0	0	0
- Vehicle	1	2	0	1
Criminal Mischief	1	0	0	0
<b>TOTAL</b>	<b>5</b>	<b>7</b>	<b>3</b>	<b>9</b>

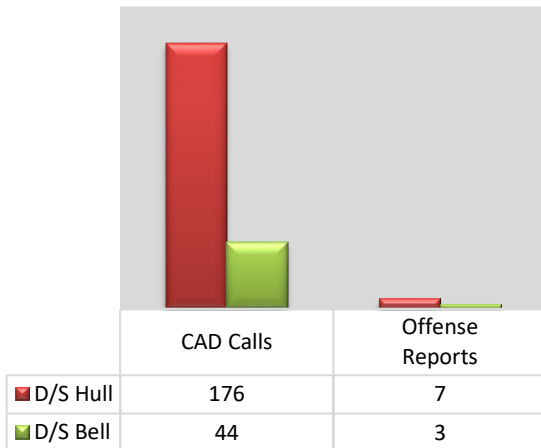
YTD 2026	YTD 2025	YTD 2024
1	8	4
1	0	0
6	12	29
1	1	10
2	7	6
0	1	3
3	1	15
1	15	10
<b>15</b>	<b>45</b>	<b>77</b>



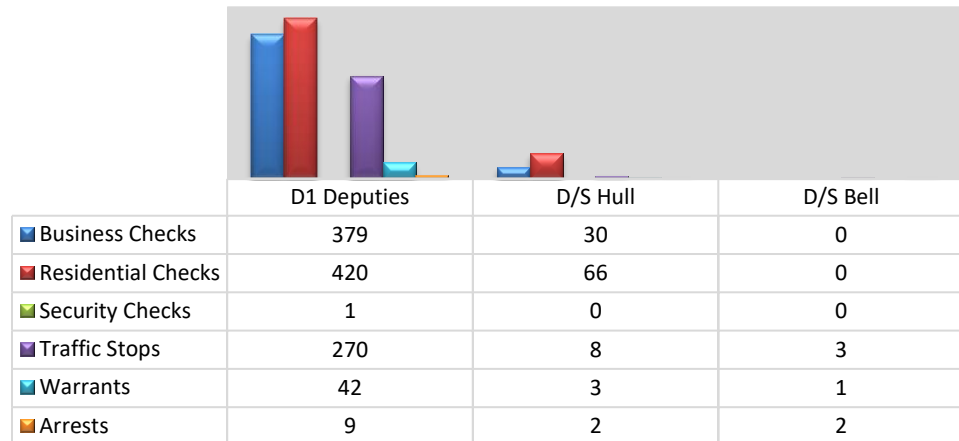
### Year-to-Date Call Summary, by District



### City Units



### City of LaBelle





**LABELLE FIRE DEPARTMENT**

CHIEF BRENT R. STEVENS

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

**Agenda Items**

**LaBelle Fire Department Response:**

- March Calls- 93
- Public Relation Events-3

**Engine Status**

- Engine 15 is currently at SFEV receiving minor repairs.

**Truck Repairs**

- All trucks are in working order.

**County Response**

- LaBelle Fire Department has responded 52 times for mutual aid to outlining areas since 10/1/2025.

**Station**

- Station Hardening has gone out for bid.

Thank You,

Chief Brent Stevens  
LaBelle Fire Department  
863-234-8639

Range: First to Last Issue Date Range: 03/01/26 to 03/30/26

\*\*Indicates payment is in batch

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

	Alteration Cost	New Volume	BP D2Y BUILDING MECHANICAL PLAN REVIEW	BP D2Z CONTRACTOR PL ROW PLANNING	TOTAL ELECTRICAL PL UA LT PLUMBING
Grand Totals:	2,541,519.28	0	PAID: 0.00 0.00 16,538.74 329.50 0.00	0.00 0.00 0.00 6,620.00	24,626.05 383.30 0.00 274.00
			PERMIT COUNT:	0 25 4 0	29 6 0 4

BP SURC2 - Bldg Code Admin & Inspect Brd

1. Number of permits issued at the minimum surcharge rate 17 x \$2	\$ 34.00
2. Permit fees collected at other than minimum surcharge	\$ 16,481.24
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	\$ 247.22
4. Total of Lines 1 & 3	\$ 281.22
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 28.12
6. Surcharge amount due (line 4 less line 5)	\$ 253.10

BP SURCH - FL Building Commission Surchar

1. Number of permits issued at the minimum surcharge rate 19 x \$2	\$ 38.00
2. Permit fees collected at other than minimum surcharge	\$ 16,129.24
3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	\$ 161.29
4. Total of Lines 1 & 3	\$ 199.29
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 19.93
6. Surcharge amount due (line 4 less line 5)	\$ 179.36

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



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Commissioner

*Kevin Holland*  
Commissioner



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*Julie C. Wilkins*  
Mayor

*Jackie* Section 6, Item B.  
Commissioner

*Bobbie Spratt*  
Commissioner

## Monthly Staff Report

**Department:** Code Enforcement

**Reporting Period:** March 2026

### Code Enforcement Activity

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

- **Total Open Cases at Month End:** 104
- **New Cases Opened:** 9
- **Cases Closed:** 26
- **Court Cases:** 9

Enforcement actions taken during the month included:

- **Courtesy Notices Issued:** 18
- **Notices of Compliance Issued:** 5
- **Notices of Continuance:** 2
- **Notices of Violation / Notices of Hearing (NOV/NOH):** 4
- **A.N.C. Notices:** —
- **Findings of Fact Issued:** 4
- **Orders Imposing Liens:** 2
- **Notices of Hearing Changes:** 5

Additional enforcement and administrative actions:

- **Properties Posted (Legal Information Posting):** 1
- **Lien Searches Conducted:** 2

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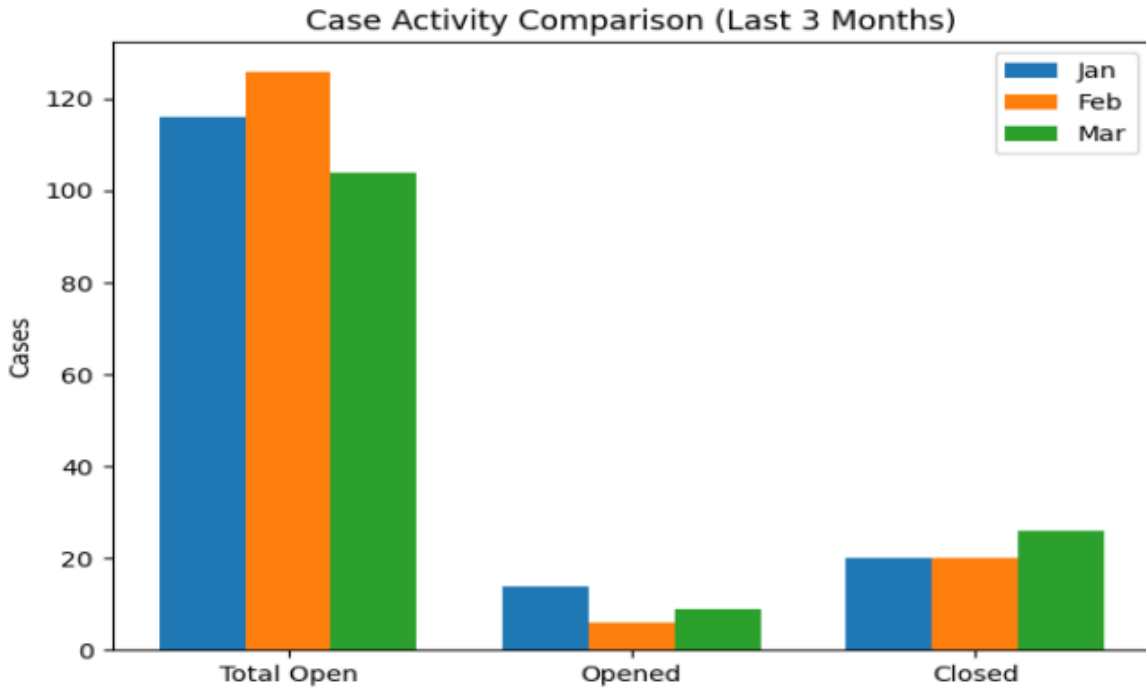
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Mayor

- **Liens Recorded: 3**
- **Liens Released: 1**
- **Paid Liens: 0**

Staff continued to emphasize voluntary compliance while pursuing formal enforcement where necessary.

### Case Activity Comparison (3 Months)



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### Inspections & Enforcement Activity

Inspection activity remained steady during the reporting period.

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- **Total Site Inspections Conducted: 168**

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

---

### **Violation Breakdown – Total Open Violations**

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

- **Public Nuisance: 67**  
*(Includes inoperable vehicles, parking or storage of accessory or commercial vehicles, junk and debris, accumulation of rubbish, noise disturbances, and related nuisance conditions.)*
- **Florida Building Code Violations: 13**
- **Zoning Violations (Single-Family / RNU / Use Issues): 10**
- **Unsafe Structures: 7**

All remaining violation categories, including permitting, operational standards, licensing, tree protection, right-of-way use, and miscellaneous code provisions, collectively account for **97 open violations** and are grouped as **Other**.

- **Total Open Violations: 194**

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Commissioner

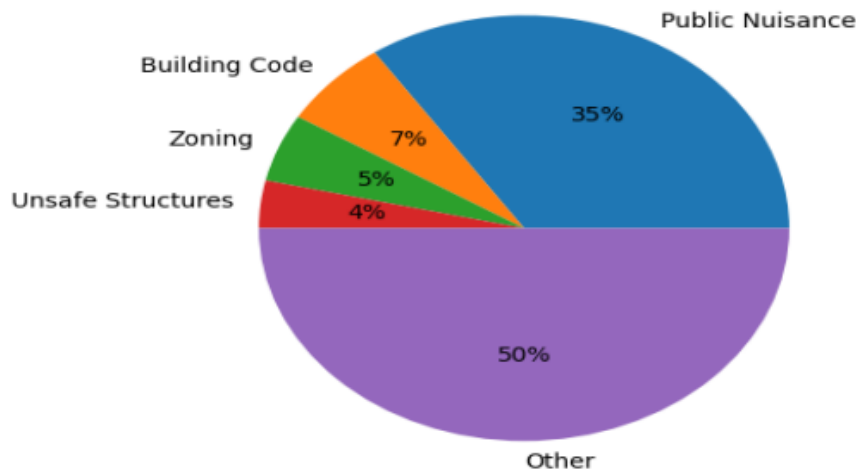
Section 6, Item B.

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Mayor

Total Open Violations by Type



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### Reporting Methodology Update

To provide more accurate reporting and improve tracking of enforcement activity, violations are now counted individually rather than by property. As a result, properties with multiple violations are reflected separately for each violation. This updated methodology may cause numerical differences when compared to prior reporting periods.

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### City Dock Activity

Dock operations continued during the reporting period.

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**Kevin Holland**  
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Mayor

**Jackie**  
Commissioner

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**Bobbie Spratt**  
Commissioner

- Total Reservations: 18
- Total Revenue Collected: \$1,174.00

Revenue reflects monies deposited during the reporting period.

### **Safety & Emergency Management**

Safety and emergency preparedness efforts continued during the reporting period. A safety meeting was conducted, and coordination efforts are ongoing with T-Mobile, Streamline, Emergency Management, Hendry EMS, and the Hendry County Sheriff's Office to support ongoing communication, planning, and response capabilities.

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### **Summary**

Overall enforcement activity increased during the reporting period, with a notable number of cases brought into compliance and closed. Staff continue to manage an active caseload while prioritizing compliance, public safety, and timely resolution of violations. Open cases and violations are actively monitored, with follow-up and escalation occurring as warranted.



# Monthly Status Report February 2026

City of LaBelle, FL



Prepared for  
Mayor Julie Wilkins

March 18, 2026

[woodardcurran.com](http://woodardcurran.com)

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## EXECUTIVE SUMMARY

This Monthly Status Report covers the reporting period from February 1st, 2026, through February 28<sup>th</sup>, 2026.

February 2026 was another successful month of operations at the City of LaBelle's Water and Wastewater Project. "SAFETY" is always the number one priority at Woodard & Curran and as of February 28<sup>th</sup>, W&C staff have worked a total of 1579 days without lost time or recordable incident. In February, all the required monthly safety training was completed on time.

### Woodard & Curran Regional Office

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

### Meetings

W&C project staff meet at the Water Plant every Monday and Friday mornings in person and every Tuesday through Thursday mornings remotely to discuss and plan the operational events of the day and discuss a daily tailgate safety topic. Meetings held:

- 02/03/26: Health and Safety Orientation
- 02/05/26: Engineering and O&M Meeting
- 02/10/26: Internal Process and O&M Check-in
- 02/25/26: LaBelle WWTP Design – Fire and Code Review

### Vendors

W&C continues to reach out to potential project vendors to continue the Independent Contractor Agreement (ICA) and Purchase Order (PO) process. As invoices are received from the city, W&C starts the application process to create POs for each vendor. As of February 2026, the following vendors have been added to a W&C PO and/or (ICA) Independent Contractor Agreement.

**TABLE ES1-1: VENDORS**

Vendor Name and Address
PSI Technologies, Jeremy Fisher, 239-645-2698 3520 Investment Lane Unit 33 Riviera Beach FL 33404
Calusa Environmental, Trina Moore, 863-465-7155 PO Box 1347 LaBelle, FL 33975
Miller Septic North Environmental Inc. Lydia Billips 386-673-5550 19420 Doris Ln North Fort Myers, FL 33917
Restoration & Protective Solutions LLC. Peter Giustina II 941-575-1255 12705 Tamiami Trail Punta Gorda, FL 33955
Advanced Lift station services, Brett 239-292-6406, 1-888-993-5438 1871 Pine Ave Alva FL 33920
Pittsburg Tank & Tower Group Maintenance Division, Dennis Paquet <a href="mailto:dpaquet@pttg.com">dpaquet@pttg.com</a> P: 270-826-9000 Ext: 4604  F: 270-215-5713 PO Box 1849 Henderson, KY 42419

Vendor Name and Address
CEC Controls Mark Billbrey <a href="mailto:MBillbrey@cecontrols.com">MBillbrey@cecontrols.com</a> (Cell 615-207-2409) 5306 4th Ave. Cir. E. Bradenton FL 34208
DM Integration Solutions, LLC Emily Dunn <a href="mailto:edunn@dmintegrationsolutions.com">edunn@dmintegrationsolutions.com</a> (Cell 207-899-5814) 10716 Bridegate Heights Loop San Antonio, FL 33576
Porterfield Oil Company Inc. 863-675-0565 1397 SR 29 South LaBelle FL 33935
Security Fence of SWFL, Pam Pletcher ((239) 369-5551 office), ((239) 340-6682 cell).
Indusco Environmental, Mike Thompson 251-621-2338 <a href="mailto:sales@induscoenviro.com">sales@induscoenviro.com</a> 30914 Jay Drive, Spanish Fort AL. 36527
Hands Free Security, Service Department <a href="mailto:Service@handsfreellc.com">Service@handsfreellc.com</a> (239-351-2871) 6063 Janes Lane Naples FL 34109
Trinova Inc., 4485 Laughlin Dr South Mobile AL 36693 2401 Draine Field Rd Lakeland FL 33811 (863- 682-4500)
Southwest Ag Environmental LLC Tifton Holt 6755 State Road 80 LaBelle FL, 33935. (863) 885-4993 <a href="mailto:tkh@sw-env.com">tkh@sw-env.com</a>
MEEKS Plumbing Inc. 5555 US Highway 1 Suite 1, Vero Beach, FL 32967
Kyle Meeks PHONE: (772) 569-2285 FAX: (772) 569-7647

## 1. SAFETY

### 1.1 Monthly Safety Training

Woodard & Curran provides monthly safety training for all employees. Upon being hired, all new LaBelle employees receive an extensive array of health & safety training topics to get them fully up to speed on health and safety requirements. The safety topic for February 2026 was "Unsafe Acts and Unsafe Conditions". Additionally, Woodard & Curran staff members hold regular safety meetings. Each work day a brief general safety topic will be discussed as well as any unusual conditions existing at the plants and any additional safety concerns that should be considered given those conditions.



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

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

- W&C Health & Safety Daily Orientation (Tailgate).
- In February, W&C staff participated in a spark's safety meeting on "Unsafe Acts and Unsafe Conditions".
- In February, there were no "Lost Time" accidents reported at the water or wastewater plant.
- In February, there were no "Lost Time" accidents reported at any of the 25 wastewater lift stations.

### 1.2 Safety Audit Update

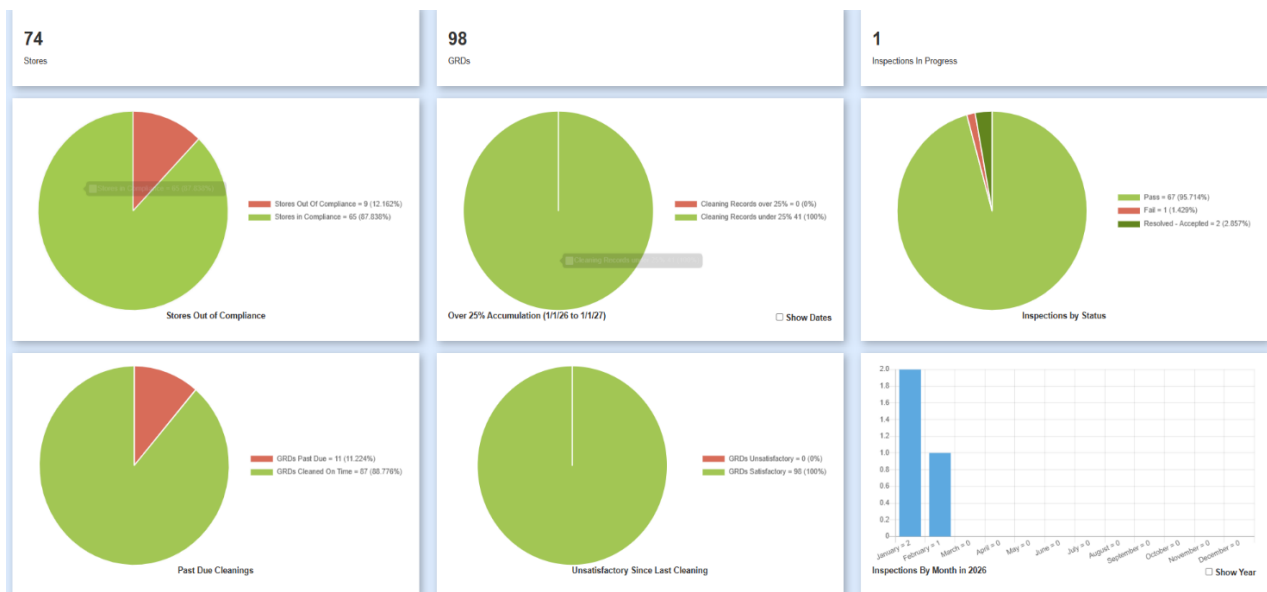
"SAFETY" is always the number one priority at W&C. On October 22nd, 2025, a safety audit was performed at the City of LaBelle's water utilities which recorded 35 findings that yielded a total of 81 action items to be corrected. W&C's goal is to correct all action items in a timely manner, except items that require funding from Capital.

As of February 28<sup>th</sup>, a total of 40 of the 81 action items have been completed, currently at 49.4% completion.

## 2. FOG PROGRAM UPDATES FOR FEBRUARY 2026

### Sewer Use Ordinance, Fats, Oil and Grease Program (FOG)

- Inspection and Compliance Summary
- Inspections Conducted: 1
  - Failed Inspections: 0
- Stores Out of Compliance: 9
  - Breakdown:
    - 11 stores have delayed submission of cleaning records.
- Remediation Efforts:
  - Actively coordinating with FSEs and cleaning companies to ensure timely report submissions and resolution of compliance issues.
- FSE Status Overview
- Total FSEs: 74
- Cleaning in Progress:
  - 9 FSEs are actively undergoing cleaning procedures.
- Pending Re-inspection:
  - 1 FSEs are out of compliance and awaiting re-inspection.
- Successful Inspection:
  - Family Health Centers of SWFL



### 3. ENVIRONMENTAL COMPLIANCE ACTIVITY

#### 3.1 Environmental Compliance Activity

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

- Regulatory Reporting – February 2026
- Submitted both the Monthly Operating Report for Public Water System (PWS #5250050) and the Discharge Monitoring Report for the wastewater treatment plant to the Florida Department of Environmental Protection (DEP).
- Submitted the Deep Injection Well Discharge Monitoring Report in accordance with UIC Permit #329487-004-UO/1X to the DEP.
- Sampling & Laboratory Coordination:
- Collected wastewater composite, fecal, and bacteriological samples, and coordinated monthly compliance sampling with Sanders Environmental Laboratories for the upper and lower monitor wells and deep injection well (Permit #98493 329487-004).
- Conducted additional wastewater composite and fecal sampling in accordance with DEP Permit #FLA014283-007.
- Collected the drinking and raw water bacteriological samples as required by 62-555, Florida Administrative Code (FAC)
- Operational Testing:
  - Weekly generator tests performed at both water and wastewater plants for the month of February, including drinking water wells, in compliance with 62-555.320(4)(a) FAC.

#### 3.2 Upcoming Compliance Events

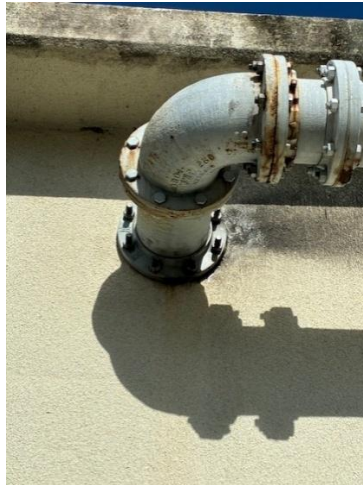
- PFAS the forever chemicals, quarterly testing will be performed this year (2026) on 6 PFAS variations.

#### 4. CONSTRUCTION

- Water Leak on Raw Water Well #3 Repaired: Noted on FDEP Consent Order. K&B Pump repaired the broken well casing flange. Derick's detailing then pressure washed the pump pads, backup generators, and electrical buildings at both wells.



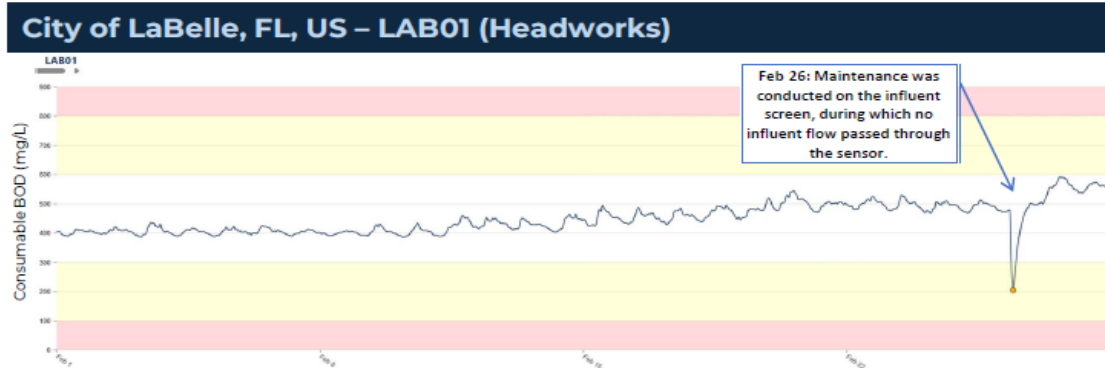
- Air Leak on Main Blower Line for SBR #1 Repaired: Noted on FDEP Consent Order. K&B Pump repaired the air leak on the main blower line for SRB #1.



- Sludge Drying Beds at the WWTP Cleaned: Noted on FDEP Consent Order. Southland Site Developers cleaned the debris out of the sludge drying beds.



- WWTP emergency upgrades design:
  - The project continues to progress toward substantial completion, with most major components now installed and operational.
  - Work during the past month focused on critical lab testing, control of process setpoints, reducing solids accumulation in the SBRs and digesters, and analyzing data provided by the second Sentry probe for locating potential sources of shock loads entering the collections system. After monitoring the sentry probe data during the month of February, it was determined that it is unlikely that the source of the shock loads are entering the Commerce Drive lift station. The probe will soon be scheduled to be placed at another lift station for further monitoring and data collection.



### Key Event Focus

- ✓ **Jan 28:** Second sensor (LAB05) was installed at the **Commerce Drive lift station** and it is now acclimated to the wastewater.
- ✓ **Commerce Drive lift station (LAB05):** Short-duration peaks during the month. Typical causes:
  - ✓ Pump cycles mobilizing organic deposits, localized discharges, and sewer scouring events.
- ✓ Many of these spikes do not appear at the headworks, suggesting they are diluted or mixed before reaching the plant.



### Summary

- ✓ The headworks data shows that cBOD on weekdays is below average, with Thursday at the lowest. Friday and Saturday spike due to increased domestic and commercial activity.
- ✓ Sensor installed at the lift station is acclimated and displaying peaks probably from pump cycles and localized discharges, often diluted before reaching the headworks.
- ✓ February 26: Signal drop due to maintenance event. The rapid recovery confirms the sensor and biofilm remained healthy.

## 5. WASTEWATER TREATMENT

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

**TABLE 5-1: WWTP FLOWS AND LOADS**

Month	Influent Flow MGD	Influent BOD mg/L	Influent TSS mg/L	Effluent Flow MGD	Effluent BOD mg/L	Effluent TSS mg/L	Total Biosolids Transferred Dry Ton	Effluent Fecal Coliform No/100ml	Effluent Flow Quarterly Average MGD	Plant % Capacity %
Mar 2025	0.411	435	177	0.482	8.00	26.24	0.00	0.50	0.491	65.42
Apr 2025	0.364	368	183	0.436	7.75	18.98	20.87	0.50	0.471	62.73
May 2025	0.371	281	173	0.449	8.50	23.28	0.00	1.44	0.456	60.79
Jun 2025	0.366	202	134	0.459	4.20	11.80	0.00	67.04	0.448	59.78
Jul 2025	0.385	147	146	0.480	3.25	7.83	33.75	0.76	0.463	61.71
Aug 2025	0.397	274	255	0.518	11.25	15.85	0.00	248.58	0.486	64.78
Sep 2025	0.436	161	136	0.643	4.75	4.15	0.00	1,151.59	0.547	72.96
Oct 2025	0.373	267	134	0.571	5.00	8.35	0.00	2.44	0.578	77.00
Nov 2025	0.321	253	275	0.543	6.00	5.93	14.84	0.94	0.586	78.12
Dec 2025	0.303	274	179	0.515	7.40	5.50	0.00	2.29	0.543	72.40
Jan 2026	0.403	352	287	0.512	4.25	19.13	23.02	2.05	0.523	69.77
Feb 2026	0.476	401	493	0.480	3.25	8.55	8.84	54.89	0.502	66.97
Minimum	0.303	147	134	0.436	3.25	4.15	0.00	0.50	0.448	59.78
Maximum	0.476	435	493	0.643	11.25	26.24	33.75	1,152	0.586	78.12
Total	4.605	3,414	2,571	6.090	73.60	155.57	101.32	1,533	6.093	812.44
Average	0.384	284.58	214	0.507	6.13	12.97	8.44	127.8	0.508	67.70

### 5.1 Biosolids

- In February, 8.84 Tons of biosolids were processed by SynaGro.

FIGURE 5-1 EFFLUENT FLOW VS RAINFALL IN INCHES

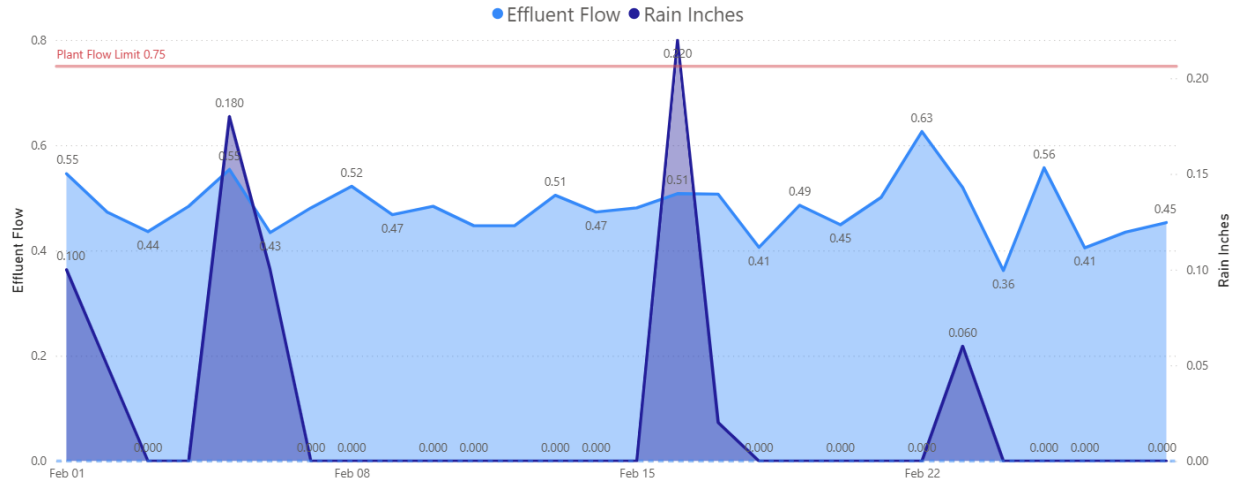


FIGURE 5-2 EFFLUENT FLOW VS INFLUENT FLOW (MGD)

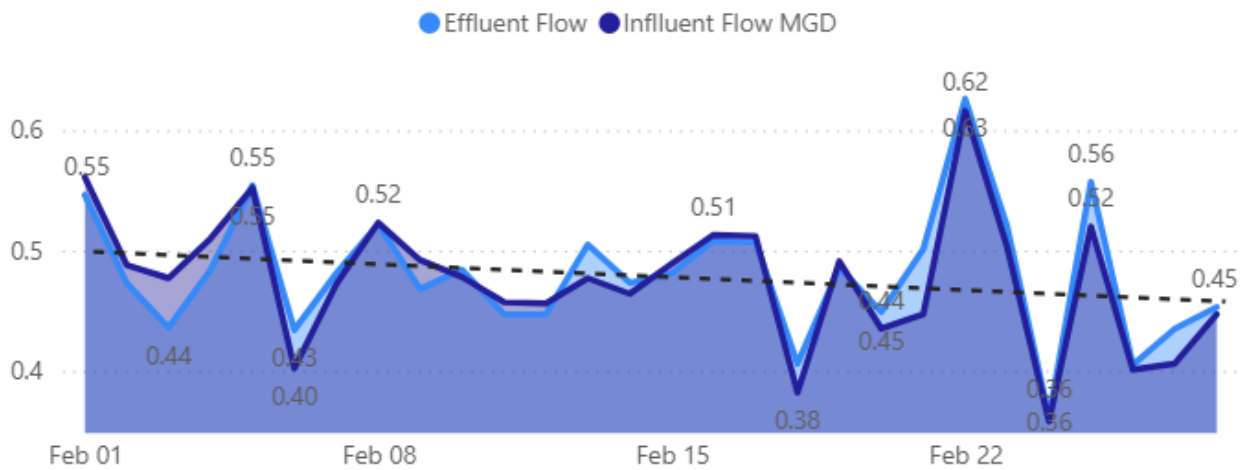


FIGURE 5-3 EFFLUENT BIOCHEMICAL OXYGEN DEMAND (BOD)

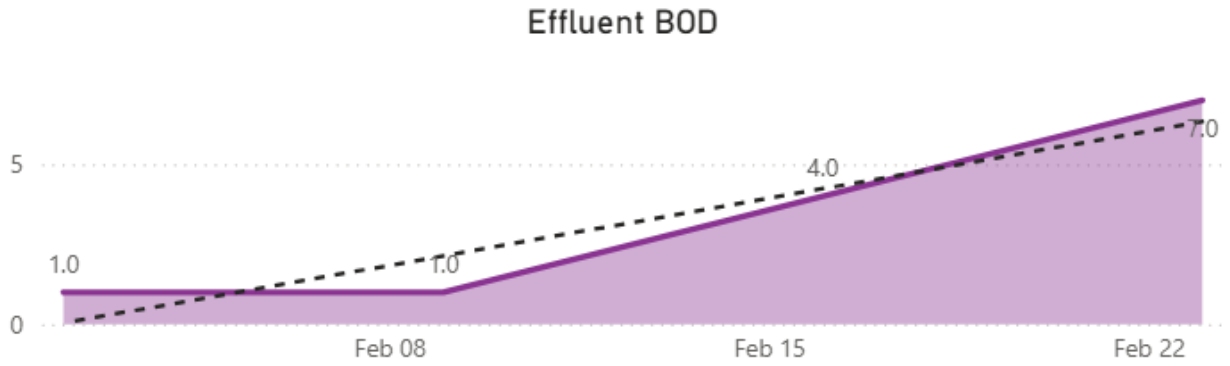
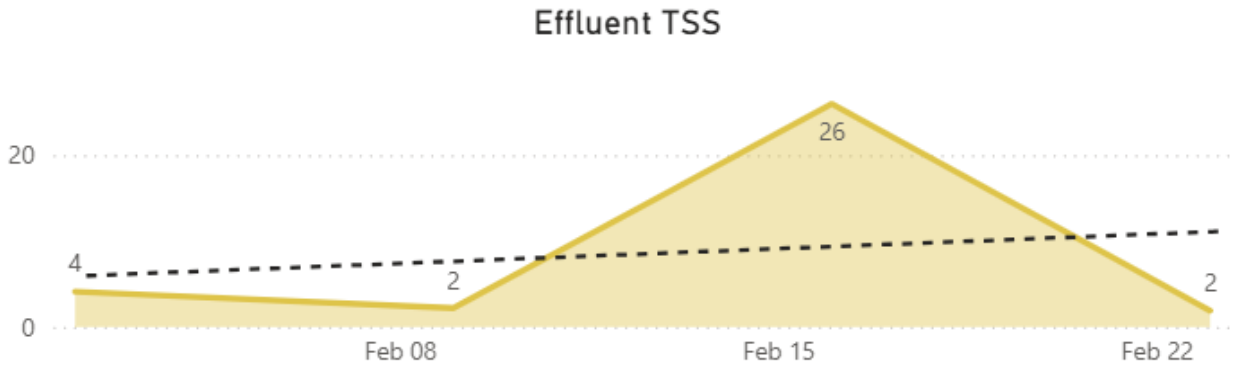


FIGURE 5-4 EFFLUENT TOTAL SUSPENDED SOLIDS (TSS)



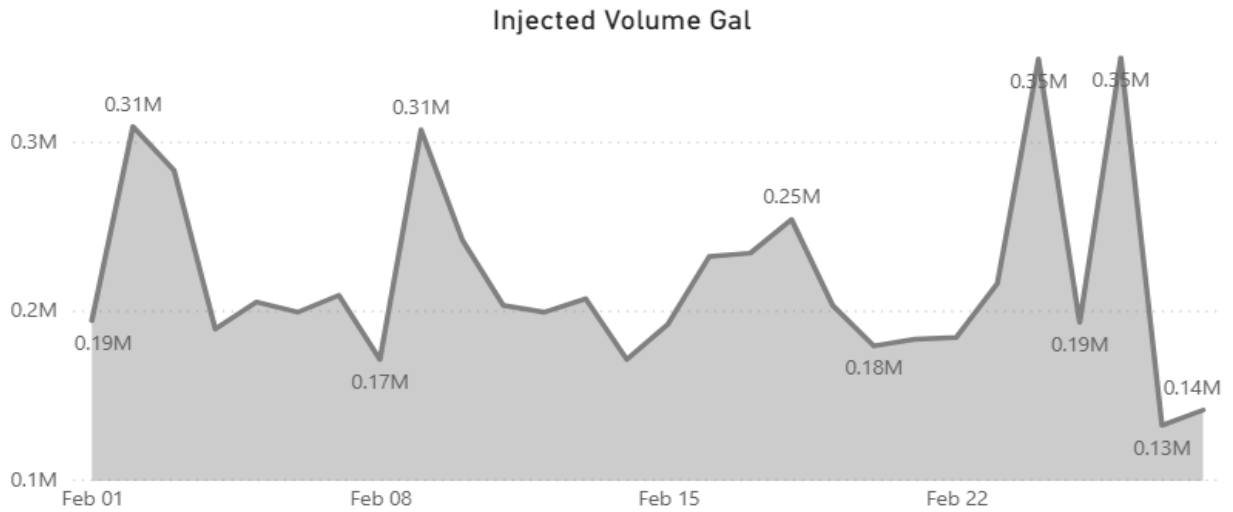
## 6. WATER TREATMENT

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

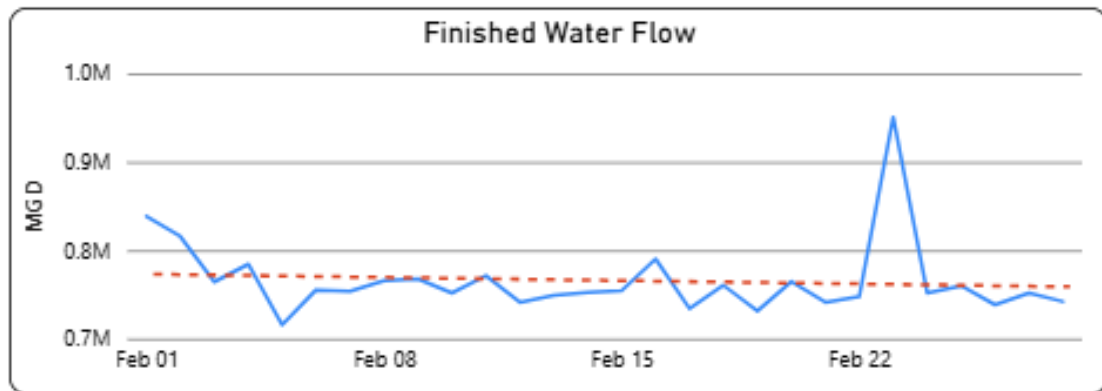
**TABLE 6-1: CITY OF LABELLE WATER PRODCUTION AND DISTRIBUTION**

Month	Well 102 Total Flow MGD	Well 103 Total Flow MGD	Total Volume Withdrawn MGD	Finished Water Treated MGD	Total Injection Well Volume MG	Line 11 Water Loss %
Mar 2025	0.788	0.175	0.963	0.792	0.233	31.84
Apr 2025	0.861	0.281	1.113	0.905	0.275	38.36
May 2025	0.547	0.446	0.994	0.776	0.237	37.13
Jun 2025	0.296	0.632	0.928	0.723	0.229	39.94
Jul 2025	0.230	0.614	0.844	0.666	0.204	33.33
Aug 2025	0.310	0.603	0.913	0.703	0.211	53.54
Sep 2025	0.371	0.693	0.995	0.776	0.236	31.76
Oct 2025	0.805	0.802	1.011	0.725	0.259	22.96
Nov 2025	0.001	1.008	1.008	0.809	0.248	31.02
Dec 2025	0.000	0.977	0.977	0.751	0.234	27.28
Jan 2026	0.633	0.535	0.932	0.764	0.216	6.37
Feb 2026	0.853	0.118	0.929	0.766	0.219	28.13
Minimum	0.000	0.118	0.844	0.666	0.204	6.37
Maximum	0.861	1.008	1.113	0.905	0.275	53.54
Total	5.696	6.884	11.607	9.156	2.800	381.66
Average	0.475	0.574	0.967	0.763	0.233	31.81

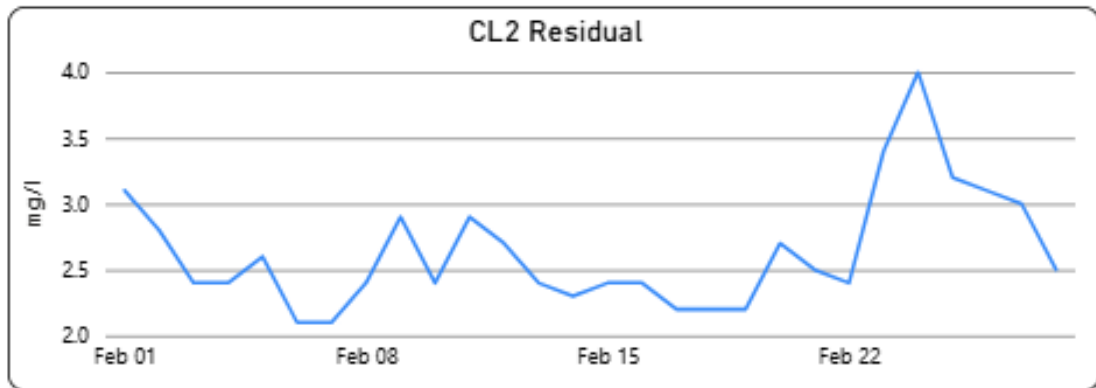
**FIGURE 6-1 DEEP INJECTION WELL VOLUME**



**FIGURE 6-2 FINISHED WATER FLOW**



**FIGURE 6-3 FINISHED WATER CHLORINE RESIDUAL**



## 7. CORRECTIVE AND PREVENTATIVE WORK ORDERS

**FIGURE 7-1 CORRECTIVE AND PREVENTATIVE WORK ORDER HISTORY REPORT**

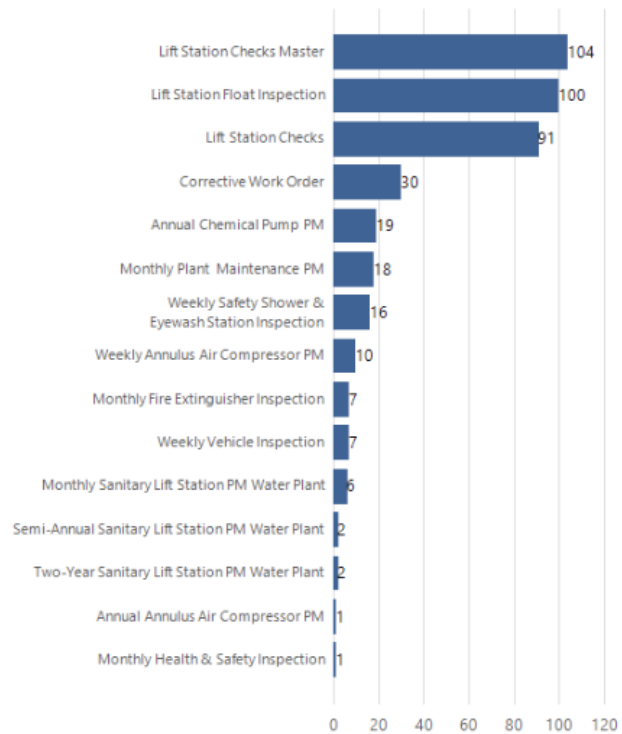
### Maintenance History Report

Labelle, Florida



Report Start: 2/1/2026  
Report End: 2/28/2026

Work Orders by Type	Total
Corrective Maintenance	230
Preventative Maintenance	153
Inspections	31
<b>Total</b>	<b>414</b>



**Top Work Orders by Description**

## 8. PROJECT FINANCIALS FOR JANUARY

**TABLE 8-1: PROJECT FINANCIALS FOR JANUARY (YEAR 5)**

Budget Category	Month Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	over (under)	% of budget
Labor (D.L. + FB)	\$68,072	\$58,828	\$317,969	\$294,140	\$705,935	\$23,829	45%
Utilities	\$558	\$925	\$4,525	\$4,625	\$11,100	(\$100)	41%
Chemicals Costs	\$11,396	\$20,554	\$56,511	\$102,771	\$246,650	(\$46,260)	23%
Maintenance and Repair Costs	\$9,815	\$16,144	\$137,560	\$80,719	\$193,726	\$56,841	71%
Sludge Disposal Costs	\$0	\$7,500	\$36,153	\$37,500	\$90,000	(\$1,347)	40%
Lab Supplies & Equipment	\$4,971	\$5,863	\$51,584	\$29,315	\$70,356	\$22,269	73%
Office Supplies	\$508	\$283	\$1,760	\$1,417	\$3,400	\$343	52%
Miscellaneous Expenses	\$20,045	\$6,876	\$60,052	\$34,379	\$82,510	\$25,673	73%
Overhead (G&A of D.L.)	\$18,150	\$15,687	\$84,779	\$78,437	\$188,249	\$6,342	45%
<b>Subtotal of Costs for Contract Year</b>	<b>\$133,514</b>	<b>\$132,661</b>	<b>\$750,892</b>	<b>\$663,303</b>	<b>\$1,591,926</b>	\$87,590	47%
Fixed Fee for Contract Year 5	\$10,681	\$10,613	\$60,071	\$53,064	\$127,354	\$7,007	47%
<b>Total</b>	<b>\$144,195</b>	<b>\$143,273</b>	<b>\$810,963</b>	<b>\$716,367</b>	<b>\$1,719,280</b>	<b>\$94,597</b>	47%

## 9. STAFFING

**TABLE 9-1: PROJECT STAFFING**

<b>Name</b>	<b>Title</b>	<b>Certifications</b>
Robert Archer	Project Manager	<ul style="list-style-type: none"> <li>FDEP B Wastewater</li> </ul>
Salvador Mora	Assistant Project Manager	<ul style="list-style-type: none"> <li>FDEP B Water</li> <li>TREEO/AWWA Backflow Tester/Repair Certification</li> </ul>
Doug Denning	Operator I	<ul style="list-style-type: none"> <li>FDEP C Wastewater</li> </ul>
Dennis Ortega	Operator II	<ul style="list-style-type: none"> <li>FDEP C Wastewater</li> <li>FDEP A Water</li> </ul>
Adam Barde	Collection System Operator II	

**TABLE 9-2: CORPORATE SUPPORT**

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



[woodardcurran.com](http://woodardcurran.com)



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

**“The City Under the Oaks”**

To: Honorable Mayor and City Commission  
Prepared By: Mitchell Wills, Superintendent of Public Works  
Date of Meeting: 4/9/2026  
Date Submitted: 4/1/2026  
Title of Agenda Item: WWTP MASTER LIFT STATION REPAIRS  
Agenda Location: CONSENT AGENDA

---

**Report in brief:**

Woodward and Curran recommended the following repairs-WWTP Master Lift Station: Replacement of 2 - 10” Check Valves, 2 - 10” Gate Valves, 1 - 8” Check Valve, 1 - 8” Gate Valve, and 1 - 4” Plug Valve and Blind Flange (quotes attached). K&B Pumps was the cheapest out of the 3 quotes obtained (\$35,596.20). These items have been leaking influent and **need to be replaced in order to comply with the requirements set forth in the FDEP Consent Order.**

**Staff Comments:** Reviewed by Superintendent

**Fiscal Impact:** Can be covered with ARPA funds.

**Has the request been budgeted?** No

**Recommended Actions:** Staff recommend approval to go with K&B Pump, Inc.

#2

Section 6, Item C.

Quote

# K&B Pump, Inc.

1225 Commerce Drive  
Labelle, Fl. 33935  
Phone 863-675-2265 Fax 863-675-7126

QUOTE:021226  
DATE:2/12/2026

TO: CITY OF LABELLE / WASTEWATER VALVES

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<p>Estimate - Influent Valve Rehab</p> <p>We propose to demo old valves, supply and install new 8" &amp; 10" lever operated check valves, 8" &amp; 10" isolation valves with gear operator, gaskets, ductile iron pipe &amp; flanges if necessary and SS fasteners.</p> <p>1 - 8" SoVal 826 Series Check Valves, rated at 200psi, C508 Standard</p> <p>1 - 8" Soval 802 Series Gate Valves, rated at 200psi, C508 Standard</p> <p>1 - 4" plug valve and blind flange</p> <p>2 - 10" Soval 826 Series Check Valves, rated at 200psi, C508 Standard</p> <p>2 - 10" Soval 802 Series Gate Valves, rated at 200psi, C508 Standard</p> <ul style="list-style-type: none"> <li>• Plus applicable tax and freight</li> <li>• If problems arise from removal of old pipe and fittings, additional cost may apply. Customer will be notified prior to repairs.</li> </ul>	M&L	\$35,596.20
Approved by:			SUBTOTAL
			SALES TAX
			SHIPPING & HANDLING
			TOTAL DUE

Make all checks payable to K&B Pump, Inc.  
If you have any questions concerning this Quote, contact me.  
Thank You, Chuck Holt

Thank you for your business!

# Estimate

Date	Estimate #
12/18/2025	E25-5972



## Restoration & Protective Solutions LLC

12705 Tamiami Trail  
 Punta Gorda, FL 33955  
 941-575-1255  
 www.rps.llc

Customer Name / Address
Woodard & Curran

Project Name	Project Location		Terms	P.O. No.
Labelle WTP	LaBelle		Net 30	
Item	Description	Qty	Rate	Total
	Labelle WWF - 370 Citrus St, Labelle			
	LS Valves and piping replacement and coatings - Green Valves			
Mobilization	Mobilize/Demobilize		0.00	0.00
Removal	Remove and dispose old piping and fittings		0.00	0.00
R-Plumbing	Supply and install new valves and piping: 1 - 4" Plug valve 2 - 10" Check valves 2 - 10" Plug valves 1 - 8" Check valve 1 - 8" Plug valve all associated fittings and bolt kits to assemble			0.00
R-Coatings	Prep and apply new coatings to all parts - color to match existing		0.00	0.00
Total Price	Total Price		39,783.93	39,783.93
State # CGC 1528084			<b>Total</b>	<b>\$39,783.93</b>

Signature \_\_\_\_\_



P.O. Box 1059  
 1225 NW Avenue L  
 Belle Glade, FL 33430  
 (561)996-3333  
 www.trippmotors.com

### Estimate

DATE	ESTIMATE...
12/15/25	25256



NAME / ADDRESS
Woodard & Curran, Inc. 12 Mountfort Street Portland, Maine 04101

				MOTOR/PUMP
ITEM	DESCRIPTION	QTY	COST	TOTAL
SERVICE	SERVICE FOR X2 TECH TO REMOVE AND INSTALL ALL VALVES AND HARDWARE	10	260.00	2,600.00T
NON-INV	Kennedy Valve 10" FLANGED SWING CHECK VALVE 175 PSI	2	8,473.385	16,946.77T
NON-INV	Kennedy Valve 10" FLANGED Gate Valve 3/4" TAP 200 PSI Tamper Switch	2	5,228.585	10,457.17T
NON-INV	Kennedy Valve 8" FLANGED SWING CHECK VALVE 175 PSI	1	4,612.39	4,612.39T
NON-INV	Kennedy Valve 8" Gate Valve 350 PSI	1	2,784.99	2,784.99T
NON-INV	Kennedy Valve 4" Gate Valve 3/4 TAPS 200 PSI	1	1,077.69	1,077.69T
NON-INV	BOLTS, NUTS, WASHERS, GASKETS.	1	2,519.45	2,519.45T
FREIGHT	Shipping & Handling 4-5 WEEKS Palm Beach Co. Sales Tax		1,362.81 7.00%	1,362.81T 2,965.29
			<b>TOTAL</b>	<b>\$45,326.56</b>

**RESOLUTION NO. 2026-07**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING \$20,000,000 IN PRINCIPAL AMOUNT OF ITS WATER AND SEWER REVOLVING CREDIT BOND, SERIES 2026, TO FINANCE THE COST OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; PLEDGING THE NET REVENUES OF SAID SYSTEM TO PAY THE SERIES 2026 BOND; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2026 BOND UPON COMPLIANCE WITH CERTAIN PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED REVOLVING CREDIT AGREEMENT BETWEEN THE CITY AND THE PURCHASER OF THE SERIES 2026 BOND; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, that:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This resolution is enacted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, the City Charter of the City of LaBelle, Florida, and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared that:

A. The City of LaBelle, Florida (the "City") desires to obtain interim financing (the "Loan") to provide for the acquisition and construction of certain capital projects in and for the City (collectively, the "2026 Project"), related to water and sewer utility projects eligible for State Revolving Fund funding and/or grant reimbursement.

B. It is necessary and desirable to provide for the execution and delivery of a Revolving Credit Agreement (the "Credit Agreement") and the issuance of a Water and Sewer Revolving Credit Bond, Series 2026 (the "Series 2026 Bond") of the City to implement the Loan. Amounts due under the Credit Agreement and the Series 2026 Bond shall be payable from the Net Revenues (as such term is defined in the Credit Agreement), junior and subordinate in all respects to the Senior Obligations, and on a parity with the Parity Obligation (as each such term is defined in the Credit Agreement).

C. In accordance with the provisions of Part III, Chapter 218, Florida Statutes, a negotiated sale of the Series 2026 Bond is in the best interest of the City because of the flexibility available in structuring the Series 2026 Bond and its terms.

**SECTION 3. AUTHORIZING AND AWARD OF SERIES 2026 BOND.** The issuance by the City of not to exceed \$20,000,000 principal amount of its Series 2026 Bond for the purposes described above; to be dated, to bear interest at a rate or rates not exceeding the

maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such other characteristics as are provided in the Credit Agreement attached; and secured by a lien upon and a pledge of the Net Revenues sufficient to pay the principal and interest on such Series 2026 Bond, is hereby authorized. The sale of the Series 2026 Bond is hereby authorized to First Bank, pursuant to such final terms providing the best overall benefit to the City as approved by the Mayor of the City (the "Mayor"), providing the following parameters are complied with: (A) the aggregate principal amount of the Series 2026 Bond shall be not in excess of \$20,000,000; (B) the interest rate on the Series 2026 Bond shall not exceed 4.10% per annum; and (C) the Series 2026 Bond shall be redeemable at the option of the City at any time without penalty.

**SECTION 4. APPROVAL OF CREDIT AGREEMENT AND SERIES 2026 BOND.** The Credit Agreement and the Series 2026 Bond in the form attached thereto as Exhibit A are hereby approved in substantially such forms, with such modifications as may be approved by the Mayor and the Clerk-Commissioner, such approval to be conclusively determined by the execution and delivery thereof by the Mayor and the Clerk-Commissioner of the City, who are hereby authorized to execute and deliver such instruments and to take such other actions as shall be necessary to implement the Loan.

**SECTION 5. REPEAL OF INCONSISTENT PROVISIONS.** All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

**SECTION 6. SEVERABILITY.** In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its final passage and adoption.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of April, 2026.

**CITY OF LABELLE, FLORIDA**

---

Julie C. Wilkins  
Its: Mayor

ATTEST:

---

Tijauna Warner, MPA,  
MMC Its: Deputy City Clerk

**EXHIBIT A**  
**FORM OF CREDIT AGREEMENT**

**REVOLVING CREDIT AGREEMENT**

**between**

**CITY OF LABELLE, FLORIDA**

**and**

**FIRST BANK**

**Dated \_\_\_\_\_, 2026**

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**REVOLVING CREDIT AGREEMENT**

This REVOLVING CREDIT AGREEMENT (the "Credit Agreement" or the "Agreement") made and entered as of \_\_\_\_\_, 2026, by and between the CITY OF LABELLE, FLORIDA (the "City") and FIRST BANK (the "Bank").

**WITNESSETH**

**WHEREAS**, the City has requested and the Bank has provided a proposal for a revolving line of credit under which funds may be borrowed and reborrowed by the City to provide interim financing for costs of certain utility projects in the form of the 2026 Project (as hereinafter defined).

**WHEREAS**, the City and the Bank intend to provide such a revolving line of credit as evidenced by this Credit Agreement.

**WHEREAS**, the obligations of the City to repay amounts borrowed and reborrowed and other amounts payable hereunder shall be evidenced by the execution and delivery by the City of its Water and Sewer Revolving Credit Bond, Series 2026 (the "Series 2026 Bond") in the principal amount of not exceeding \$20,000,000 and in the form attached hereto in Exhibit B.

**WHEREAS**, the Series 2026 Bond is a limited and special obligation of the City, the principal of and interest on which are payable solely from Net Revenues (as hereinafter defined) in the manner provided herein, and the principal of and interest on the Series 2026 Bond and all other payments provided for herein will be paid solely from Net Revenues.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**SECTION 1. DEFINITIONS.** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Senior Bond Resolution (as hereinafter defined). In addition, the following terms shall have the following meanings herein, unless the text otherwise expressly requires:

**"2026 Project"** means the capital improvements described in Exhibit A attached hereto.

**"Advance"** means disbursement to the City of all or a portion of the Authorized Amount pursuant to a Requisition.

**"Authorized Amount"** means an aggregate principal amount outstanding hereunder from time to time not to exceed Twenty Million Dollars and No Cents (\$20,000,000.00) at any one time.

**"Bank"** shall have the meaning ascribed thereto in the Series 2026 Bond.

**"Business Day"** shall mean any day of the year on which banks in the City of LaBelle, Florida are not required or authorized by law to remain closed and on which the Bank and the City and the New York Stock Exchange, Inc. are open for business.

**"Code"** means the Internal Revenue Code of 1986, as the same may be amended and supplemented.

**"City Clerk"** shall mean the Clerk-Commissioner of the City, and in his or her absence or unavailability, the Deputy City Clerk of the City.

**"City Commission"** shall mean the City Commission of the City of LaBelle, Florida.

**"Credit Agreement"** means this Revolving Credit Agreement, dated as of \_\_\_\_\_, 2026, as amended and supplemented from time to time pursuant to the provisions hereof.

**"Default"** or **"Event of Default"** shall have the meaning set forth in Section 16 hereof.

**"Determination of Taxability"** means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that, solely as a result of actions or inactions of the City, interest paid or payable on all or a portion of the Series 2026 Bond is or was includable in the gross income of the Bank for Federal income tax purposes (a "Taxable Event"); provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the City's own expense to contest the same, either directly or in the name of the Bank, and until the conclusion of any appellate review, if sought. For all purposes of this definition, the effective date of any Determination of Taxability will be the first date as of which interest is deemed includable in the gross income of the registered owner of the Series 2026 Bond. For avoidance of doubt and without limiting the foregoing, a Taxable Event does not include, and is not triggered by, a change in law, rule or regulation that causes the interest on the Series 2026 Bond to be included in holder's gross income for federal income tax purposes.

**"Facilities"** shall mean the complete water and sewer system now owned, operated and maintained by the City, together with any and all improvements, extensions and additions thereto hereafter constructed or acquired.

**"Fiscal Year"** means the period from October 1 to the succeeding September 30, or such other period as may be prescribed by law.

**"Gross Revenues"** shall mean all moneys derived from the Rates or otherwise received by the City or accruing to it in the management and operation of the Facilities, all calculated in accordance with accepted accounting methods employed in the operation of public water and sewer systems similar to the Facilities.

**"Interest Rate"** shall mean 4.10%, subject to adjustment as set forth in Section 4(c) hereof.

**"Loan"** means the loan made to the City by the Bank by the making of the Advances pursuant to Section 3 below.

**"Maturity Date"** means the final date on which all outstanding principal and unpaid accrued interest on the Series 2026 Bond, or any portion thereof, shall be payable.

**"Net Revenues"** shall mean Gross Revenues less Operating Expenses.

**"Operating Expenses"** shall mean the current expenses, paid or accrued, for the operation, maintenance and repair of all facilities of the Facilities, as calculated in accordance with such accepted accounting methods, and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the City related solely to the Facilities, labor, cost of materials and supplies used for such operation and charges for the accumulation of appropriate reserves for current expenses not annually recurrent but which are such as may reasonably be expected to be incurred in accordance with such accepted accounting methods, but shall exclude payments into the Sinking Fund or the Reserve Account and any allowance for depreciation or for renewals or replacements of capital assets of the Facilities.

**"Parity Obligation"** shall mean the City's State Revolving Fund Loan LS260370.

**"Person"** or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

**"Project Costs"** means all or a portion of the cost of acquisition and construction of the 2026 Project; engineering, legal, accounting, and financial expenses; costs of issuance; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the 2026 Project; reimbursement to the City for any sums heretofore expended for the foregoing purposes; and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the 2026 Project, including the payment of interest on the Loan.

**"Register"** means the books maintained by the Registrar in which are recorded the names, and addresses of the holder of the Series 2026 Bond.

**"Registrar"** means, with respect to the Loan, the City Clerk.

**"Requisition"** means an order to the Bank to fund an Advance, in substantially the form of Exhibit C attached hereto.

**"Resolution"** means Resolution No. 2026-\_\_\_\_ of the City adopted on April 9, 2026, as amended and supplemented from time to time.

**"Senior Bond Resolution"** means the City's Resolution No. 2000-2, adopted February 10, 2000, as the same may be amended and supplemented, particularly as amended and supplemented by Resolution No. 2022-66, adopted December 8, 2022.

**"Senior Obligations"** shall mean the City's Water and Sewer Refunding Revenue Bond, Series 2022 and the City's Water and Sewer Revenue Bonds, Series 2013A, Series 2013B and Series 2013C.

**"Series 2026 Bond"** means the Water and Sewer Revolving Credit Bond, Series 2026, dated as of \_\_\_\_\_, 2026, as amended and supplemented from time to time, in the form provided in Exhibit B attached hereto.

"State" means the State of Florida.

"Taxable Rate" shall mean 5.19%.

**SECTION 2. INTERPRETATION.** The recitals set forth above are incorporated herein as if set forth in their entirety. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Credit Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**SECTION 3. THE LINE OF CREDIT.** The City may borrow or reborrow amounts under the Series 2026 Bond from time to time, so long as the total of all unpaid Advances which remain outstanding at any one time does not exceed the Authorized Amount. Amounts borrowed or reborrowed are to be used by the City to fund, reimburse, and refinance Project Costs. The Bank's obligation to advance or re-advance under the Series 2026 Bond shall be suspended for such time as the City is in Default (without regard to any applicable grace periods) under the Series 2026 Bond or hereunder and in any event shall expire on \_\_\_\_\_ 1, 2030, unless renewed or extended by the Bank and the City in writing and in their respective sole discretion upon such terms then-satisfactory to the Bank and the City.

On the terms and subject to the conditions of this Credit Agreement, including without limitation the conditions precedent set forth in Section 12 hereof, the Bank shall make Advances to the City.

The City shall notify the Bank of the need for an Advance not later than 10:00 a.m. on the Business Day prior to the Advance by delivering to the Bank a Requisition executed on behalf of the City by the Mayor, City Clerk or his/her designee in the form attached hereto as Exhibit C. Such Requisition shall specify the amount and date of the Advance. The Advance shall be made available to the City by transferring the amount thereof on the date and to the account of the City designated in the Requisition in immediately available funds by 2:00 p.m. on such designated Business Day. The date and amount of each Advance, and all payments made on account thereof, shall be recorded by the Bank on its books, which books shall be conclusive as to amounts payable by the City hereunder, absent manifest error.

**SECTION 4. DESCRIPTION OF OBLIGATIONS.**

(a) General. The Loan shall be evidenced by the Series 2026 Bond. The Series 2026 Bond shall be dated as of the initial delivery thereof; shall mature on \_\_\_\_\_ 1, 2030; and shall be in registered form. The Series 2026 Bond shall be in the form set forth as Exhibit B hereto, and shall be payable as to principal and interest, bear interest at the rate or rates, subject to adjustment, and shall be prepayable and have the other terms, all as set forth on Exhibit B hereto. Interest on the Series 2026 Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months, multiplied by the outstanding principal balance.

(b) Prepayment. The Series 2026 Bond is subject to optional prepayment by the City, in whole or in part, on any date upon five days' prior written notice to the Bank, at a prepayment

price equal to the par amount of the Series 2026 Bond to be prepaid, plus accrued interest to the prepayment date.

(c) Adjustment of Interest Rate Upon Determination of Taxability. If a Determination of Taxability shall occur, then the interest rate on the Series 2026 Bond shall be adjusted to cause the rate of interest on the Series 2026 Bond to equal the Taxable Rate, and this adjustment shall survive payment on the Series 2026 Bond until such time as the Federal statute of limitations under which interest on the Series 2026 Bond could be declared taxable under the Code shall have expired. In addition, upon a Determination of Taxability, the City shall, immediately upon demand, pay to the holder of the Series 2026 Bond (or prior holder, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Series 2026 Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Series 2026 Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the holder as a result of the Determination of Taxability. As used herein, "Taxable Period" shall mean the period of time between (a) the date that interest on the Series 2026 Bond is deemed to be included in the gross income of the owner thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability and after which the Series 2026 Bond bears interest at the Taxable Rate.

The above adjustments shall be cumulative, but in no event shall the interest on the Series 2026 Bond exceed the maximum rate permitted by law. The above adjustments to the interest rate on the Series 2026 Bond shall be effective for all periods during which tax treatment of the interest on the Series 2026 Bond by the Bank is affected. Proper partial adjustment shall be made if the tax treatment is effective after the first day of the Bank's tax year or if the interest on the Series 2026 Bond does not accrue for the entire tax year of the Bank. Adjustments which create a circular calculation because the interest on the Series 2026 Bond is affected by the calculation shall be carried out sequentially, increasing the interest on the Series 2026 Bond accordingly in each successive calculation using as the new value the increase in the interest rate on the Series 2026 Bond until the change in the interest rate to the holder caused by the next successive calculation of the adjustment is de minimis.

The Bank shall promptly notify the City in writing of any adjustment to the interest rate as required above. The Bank shall certify to the City in writing the additional amount, if any, due to the Bank as a result of an adjustment in the interest rate pursuant hereto.

**SECTION 5. EXECUTION OF OBLIGATIONS.** The Series 2026 Bond shall be executed in the name of the City by the Mayor, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Series 2026 Bond may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such Series 2026 Bond shall hold such office in the City, although at the date of such Series 2026 Bond such person may not have been so authorized. The Series 2026 Bond may be executed by the facsimile signature of the Mayor.

**SECTION 6. REGISTRATION AND TRANSFER OF OBLIGATIONS.** The Series 2026 Bond shall be and shall have all the qualities and incidents of a negotiable instrument under the laws of the State, and the registered owner, in accepting the Series 2026 Bond, shall be

conclusively deemed to have agreed that such Series 2026 Bond shall be and have all of the qualities and incidents of a negotiable instrument thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of any Series 2026 Bond is shown on the Register shall be deemed the owner thereof by the City and the Registrar absent manifest error, and any notice to the contrary shall not be binding upon the City or the Registrar. The City and the Registrar may treat the registered owner as the absolute owner of the Series 2026 Bond for all purposes, whether or not such Series 2026 Bond shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the Series 2026 Bond may be transferred only upon the Register and only in whole to a Qualified Institutional Buyer (as defined in Section 517.021(20), Florida Statutes). Upon surrender to the Registrar for transfer or exchange of the Series 2026 Bond accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the registered owner or the transferee, as the case may be, a new fully registered Series 2026 Bond having the same terms as the Series 2026 Bond surrendered.

The new Series 2026 Bond delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Series 2026 Bond surrendered, shall be secured under this Credit Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2026 Bond surrendered.

The Bank is purchasing the Series 2026 Bond for investment purposes only and not with intent to distribute or resell the Series 2026 Bond. Notwithstanding the foregoing, the Series 2026 Bond may not be transferred, except in whole. Further, the transfer of the Series 2026 Bond shall be restricted to Permitted Lenders. A "Permitted Lender" shall mean any bank, trust company, savings institution, finance or leasing company, "qualified institutional buyer" (within the meaning of Securities and Exchange Commission Rule 144A), insurance company or subsidiary or affiliate of the Bank that is engaged as a regular part of its business in making loans and is authorized to do business in the State.

**SECTION 7. OBLIGATIONS MUTILATED, DESTROYED, STOLEN OR LOST.** In case the Series 2026 Bond shall be mutilated, or be destroyed, stolen or lost, upon the registered owner furnishing the Registrar proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur, the Registrar shall issue and deliver a new Series 2026 Bond of like tenor as the Series 2026 Bond so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Series 2026 Bond, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Series 2026 Bond, upon surrender of such mutilated Series 2026 Bond, if any, to the Registrar and the cancellation thereof; provided however, if the Series 2026 Bond shall have matured or be about to mature, instead of issuing a substitute Series 2026 Bond, the City may pay the same, upon being indemnified as aforesaid, and if such Series 2026 Bond be lost, stolen or destroyed, without surrender thereof. Any Series 2026 Bond surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such duplicate Series 2026 Bond issued pursuant to this section shall constitute an original, substitute contractual obligation on the part of the City whether or not, as to such duplicate Series 2026 Bond, the lost, stolen or destroyed Series 2026 Bond be at any time found by anyone, and such duplicate Series 2026 Bond shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Net Revenues, as hereinafter pledged, to the same extent as the other Series 2026 Bond issued hereunder.

**SECTION 8. FORM.** The Series 2026 Bond shall be in substantially the form of Exhibit B hereto, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Credit Agreement.

**SECTION 9. SECURITY; NOT CONSTITUTIONAL DEBT.** The obligation of the City to repay the Series 2026 Bond is a limited and special obligation payable solely from the Net Revenues in the manner and to the extent set forth herein and shall not be deemed a pledge of the faith and credit or taxing power of the City, and such obligation shall not create a lien on any property whatsoever of or in the City other than the Net Revenues. The City hereby provides to the holder of the Series 2026 Bond a pledge of and lien on the Net Revenues, junior and subordinate in all respects to payment of the Senior Obligations and any Bonds issued on a parity therewith as described in the Senior Bond Resolution. The Net Revenues shall be utilized to pay debt service on the Series 2026 Bond.

The Series 2026 Bond shall not constitute a general obligation or indebtedness of the City as a "bond" within the meaning of any provision of the Constitution of the State, but shall be the special, limited obligation of the City, the principal of and interest on which are payable solely from the Net Revenues in the manner provided herein, and the principal of and interest on the Series 2026 Bond and all other payments provided for herein will be paid solely from the Net Revenues, and it will never be necessary or authorized to levy taxes on any real property of or in the City to pay the principal of or interest on the Series 2026 Bond or other payments provided for herein.

**SECTION 10. COVENANTS.** The City covenants with the Bank as follows:

(a) Security. Until the Series 2026 Bond is paid or deemed paid pursuant to the provisions of this Agreement, the payment of the principal of and interest on the Series 2026 Bond shall be secured forthwith by a pledge of and lien upon the Net Revenues. The City does hereby irrevocably pledge the Net Revenues to the payment of the principal of and interest on the Series 2026 Bond in accordance with the provisions hereof.

The Series 2026 Bond is payable from the Net Revenues, junior and subordinate in all respects to the Senior Obligations, and on a parity with the Parity Obligation.

(b) Financial Statements. Not later than 270 days following the end of each Fiscal Year, the City shall provide the Bank with the annual audited financial statements of the City for the most-recently concluded Fiscal Year, audited by the City's certified public accountants, together with the report of such accountants.

(c) Other Information. The City shall provide such other public information as the Bank may reasonably request.

(d) Notice of Event of Default. The City covenants to notify the Bank of the occurrence of an Event of Default hereunder within ten (10) days of its knowledge of such Event of Default.

(e) Project Fund. The City covenants and agrees to establish a separate fund, to be known as the "City of LaBelle, Florida Water and Sewer Revolving Credit Bond Project Fund," which shall be used only for payment of the costs of the 2026 Project. Moneys in the Project Fund, until applied in payment of any item of the cost of the 2026 Project in the manner hereinafter provided, shall be held in trust by the City and shall be subject to a lien and charge in favor of the Bank and for the further security of the Bank.

The City covenants that the acquisition and completion of the 2026 Project will be completed without delay and in accordance with sound engineering practices. The City shall make disbursements or payments from the Project Fund to pay the costs of the 2026 Project upon the filing with the City Clerk and the Bank of documents and/or certificates signed by the City Clerk or his or her designee, stating with respect to each disbursement or payment to be made: (1) the item number of the payment, (2) the name and address of the Person to whom payment is due, (3) the amount to be paid, (4) the purpose, by general classification, for which payment is to be made, and (5) that (A) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the costs of the 2026 Project and is a proper charge against the Project Fund and has not been the basis of any previous disbursement or payment, or (B) each obligation, item of cost or expense mentioned therein has been paid by the City, has not been theretofore reimbursed to the City or otherwise been the basis of any previous disbursement or payment and the City is entitled to reimbursement thereof. The City Clerk shall retain all such documents and/or certificates submitted pursuant hereto for seven (7) years from the dates of such documents and/or certificates. The City Clerk shall make available the documents and/or certificates at all reasonable times for inspection by the Bank or the agent or representative of the Bank.

Notwithstanding any of the other provisions of this Section 10(g), to the extent that other moneys are not available therefor, amounts in the Project Fund shall be applied to the payment of principal and interest on the Series 2026 Bond when due.

The date of completion of the 2026 Project shall be determined by the City Mayor, who shall certify such fact in writing to the City Commission. Promptly after the date of the completion of the 2026 Project, and after paying or making provisions for the payment of all unpaid items of the cost of such 2026 Project, the City shall deposit any balance of moneys remaining in the Project Fund in such other fund or account as shall be determined by the City Commission, provided the City has received an opinion of bond counsel to the effect that such transfer shall not adversely affect the exclusion of interest on the Series 2026 Bond from gross income for purposes of federal income taxation.

**SECTION 11. APPLICATION OF PROCEEDS.** The Bank shall have no responsibility for the use of the proceeds of the Series 2026 Bond, and the use of Series 2026 Bond proceeds by the City shall in no way affect the rights of the Bank. All proceeds of the Series 2026

Bond shall be deposited into the Project Fund as received by the City, and utilized pursuant to the provision of Section 10(e) hereof.

**SECTION 12. CONDITIONS PRECEDENT TO CREDIT AGREEMENT AND TO ADVANCES.** (a) The obligation of the Bank to make Advances is subject to the satisfaction of each of the following conditions precedent on or before the date of the first Advance:

(i) Action. The Bank shall have received a copy of the action taken by the City approving the execution and delivery by the City of this Credit Agreement and the Series 2026 Bond, certified as complete and correct as of the closing date.

(ii) Incumbency of Officers. The Bank shall have received an incumbency certificate of the City in respect of each of the officers who is authorized to sign this Credit Agreement and related documents to which it is a party on behalf of the City.

(iii) Opinion of Counsel to the City. The Bank shall have received a written opinion of counsel to the City covering matters relating to the transactions contemplated by this Credit Agreement and the financing documents, in form and substance satisfactory to the Bank.

(iv) Opinion of Bond Counsel. The Bank shall have received a letter from bond counsel authorizing the Bank to rely on the final legal opinion of bond counsel dated on or about the date hereof delivered to the City in respect of the Series 2026 Bond (the "Opinion") as if such Opinion were addressed to the Bank.

(v) No Default, Etc. No Default shall have occurred and be continuing as of the closing date or will result from the execution and delivery of the Credit Agreement or the issuance of the Series 2026 Bond; the representations and warranties made by the City shall be true and correct in all material respects on and as of the closing date, as if made on and as of such date; and the Bank shall have received a certificate from the City to the foregoing effect.

(vi) Other Documents. The Bank shall have received a certified copy of the Resolution and shall have received such other documents, certificates and opinions as the Bank or its counsel shall request, all in form and substance satisfactory to the Bank.

(b) In addition, the obligation of the Bank to make any particular Advance is subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance:

(i) Requisition. Receipt by the Bank of a Requisition executed on behalf of the City by the Mayor, City Clerk or his/her designee in the form attached hereto as Exhibit C.

(ii) Tax Related Documents. For each Advance requested under the Series 2026 Bond, no additional opinion is required with regard to the tax-exempt status of the interest on such Advance; provided, however, in the event the Bank or the City have reason to believe there may be a particular issue with regard to the status of such interest, either the Bank or the City may request that the tax-exempt status of the interest on such Advance

be confirmed by a new bond counsel opinion, and the City shall provide such supplemental tax certificates setting forth the certifications of the City as may be required by bond counsel or the Bank with the expense of such opinions and certificates, to be paid by the City.

(iii) Officer's Certificate. A certificate of the Mayor confirming the City's representations and warranties herein as of the date of such Advance and the absence of any Default.

(iv) Determination of Taxability. If a Determination of Taxability shall have occurred, or if the making of an Advance could reasonably be expected to result in a Determination of Taxability, the City shall not request, and the Bank shall not be obligated to make, any Advance on the Series 2026 Bond.

**SECTION 13. REPRESENTATIONS AND WARRANTIES.** The City represents and warrants to the Bank that:

(a) Organization. The City is a duly created and validly existing municipal corporation and public body corporate and politic of the State.

(b) Authorization of Credit Agreement and Related Documents. The City has the power and has taken all necessary action to authorize the execution, delivery and performance of the City's obligations under this Credit Agreement and each of the related documents to which it is a party in accordance with their respective terms. This Credit Agreement has been duly executed and delivered by the City and is, and each of the related documents to which it is a party when executed and delivered will be, legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws affecting creditors' rights generally applicable to the City or by the exercise of judicial discretion in accordance with general equitable principles.

(c) No Impairment. The pledging of the Net Revenues in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Commission.

(d) Compliance. The City is not in default in the performance of any of the covenants, conditions, agreements or provisions contained herein and no event has occurred which constitutes, or would with the passage of time constitute, a default or "Event of Default" hereunder.

(e) Financial Statements. The financial statements of the City for the year ended September 30, 2024, copies of which have been furnished to the Bank, have been prepared in accordance with generally accepted accounting principles and governmental accounting standards board principles and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties or operations of the City.

**SECTION 14. TAX COMPLIANCE.** The City covenants that it shall not use the proceeds of the Series 2026 Bond in any manner which would cause the interest on such Series

2026 Bond to be or become included in gross income for purposes of federal income taxation. The City covenants that neither the City nor any person under its control or direction will make any use of the proceeds of such Series 2026 Bond (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series 2026 Bond to be an "arbitrage bond" within the meaning of the Code, and neither the City nor any other person under its control shall do any act or fail to do any act which would cause the interest on such Series 2026 Bond to become subject to inclusion within gross income for purposes of federal income taxation. The City hereby covenants that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Series 2026 Bond for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

The City covenants to consult with bond counsel, if necessary, to assist the City in determining the appropriate amount of each Advance under the Series 2026 Bond specified in each Requisition submitted pursuant to Section 12(b) hereof. In addition, the City shall provide copies to bond counsel of each Requisition which involves the use of proceeds of the related Advance which results in the aggregate amount of all Advances made by the Bank being greater than \$20,000,000. The City shall also provide bond counsel notice of any prepayments of principal on the Loan.

**SECTION 15. NOTICES.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

City: City of LaBelle, Florida  
481 West Hickpochee Avenue  
LaBelle, Florida 33935  
Attention: Finance Director

Bank: First Bank  
301 West Highway 80  
LaBelle, Florida 33975  
Attention: Tuesday R. Tritt, Senior Vice President & Senior Lender

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 16. EVENTS OF DEFAULT.** The following shall be "Events of Default" under this Agreement, and the term "Events of Default" shall mean (except where the context clearly indicates otherwise), whenever such term is used in this Agreement, any one or more of the following events:

- (a) Failure by the City to timely pay any amount due hereunder;
- (b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than under Section 16(a), for

a period of 30 days after the earlier of written notice (i) is received by the City or (ii) was required to have been provided to the Bank pursuant to Section 10(d) hereof, except to the extent some other grace period shall be provided in regard to a covenant, specifying such failure and requesting that it be remedied, is given to the City by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by the City or by an officer or agent of the City contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material adverse respect;

(d) A petition is filed against the City under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within 60 days of such filing;

(e) The City files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The City admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the City or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days.

**SECTION 17. REMEDIES.** The Bank may sue to protect and enforce any and all rights existing under the laws of the State, of the United States of America, or granted and contained in this Credit Agreement, and to enforce and compel the performance of all duties required by this Credit Agreement or by any applicable laws to be performed by the City, the City Commission or by any officer thereof, and may take all steps to enforce this Credit Agreement to the full extent permitted or authorized by the laws of the State or the United States of America.

In addition, upon the occurrence of an Event of Default, which Event of Default has not been cured prior to the expiration of any applicable cure period, the Bank's obligation to make additional Advances hereunder shall terminate unless and until the Bank reinstates the availability of Advances.

**SECTION 18. NO RECOURSE.** No recourse shall be had for the payment of the principal of and interest on the Series 2026 Bond or for any claim based on the Series 2026 Bond or on this Credit Agreement, against any present or former member or officer of the City Commission or any person executing the Series 2026 Bond.

**SECTION 19. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS; POSTING.** In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Credit Agreement, shall be

other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Credit Agreement. All payments received during normal banking hours after 4:00 pm local time at the payment office of the Bank shall be deemed received at the opening of the next banking day.

**SECTION 20. DEFEASANCE.** If, at any time, the City shall have paid the principal and interest with respect to the Series 2026 Bond and all costs and expenses of the Bank payable under this Credit Agreement, and shall have directed in writing that no further Advances be available, then, and in that event, the pledge of and lien on the Net Revenues in favor of the Bank shall be no longer in effect and the City shall have no further obligation to comply with the covenants contained in Section 10 hereof, but shall still be required to comply with Section 14 hereof.

**SECTION 21. AMENDMENTS, CHANGES AND MODIFICATIONS.** This Credit Agreement may only be amended by a written instrument executed by the City and the Bank.

**SECTION 22. BINDING EFFECT; ASSIGNMENT.** To the extent provided herein, this Credit Agreement shall be binding upon the City and the Bank and shall inure to the benefit of the City and the Bank and their respective successors and assigns. The Bank's interests in and rights under this Credit Agreement and the Series 2026 Bond are freely assignable, in whole, by the Bank, subject to the provisions of Section 6 hereof. The City shall not assign its rights and interest hereunder without the prior written consent of the Bank, and any attempt by the City to assign without the Bank's prior written consent is null and void. Any assignment shall not release the City from its obligations hereunder or under the Series 2026 Bond.

**SECTION 23. ADDITIONAL PROVISIONS.**

(a) Severability. In the event any provision of this Credit Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) Patriot Act Notice. To help fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include loan accounts.

(c) Telephone Communication Monitoring. The City agrees that the City's telephone communications with the Bank may be monitored and/or recorded to improve customer service and security.

(d) Final Agreement. This Credit Agreement and the Series 2026 Bond represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties. There are no unwritten agreements between the parties regarding the matters herein.

(e) Execution In Counterparts. This Credit Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) Applicable Law and Venue. This Credit Agreement shall be governed by and construed in accordance with the laws of the State. Proceedings commenced by the parties arising out of this Credit Agreement or any of the transactions relating hereto must be brought exclusively in the federal or state courts located in Hendry County, Florida. The parties irrevocably and unconditionally submit to the jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts.

**SECTION 24. WAIVER OF JURY TRIAL.** To the extent permitted by applicable law, each of the City and the Bank knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Credit Agreement, the Series 2026 Bond or any agreement contemplated to be executed in connection with this Credit Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions or omissions of any party with respect hereto. This provision is a material inducement to the Bank to enter into this Credit Agreement.

**SECTION 25. EFFECTIVE DATE.** This Credit Agreement shall become effective as of the date hereof.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO CREDIT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Credit Agreement as of the date first above written.

**CITY OF LABELLE, FLORIDA**

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Tijuana Warner, MPA, MMC  
Its: Deputy City Clerk

**FIRST BANK**

By: \_\_\_\_\_  
Tuesday R. Tritt, Senior Vice President

**EXHIBIT A**

**DESCRIPTION OF 2026 PROJECT**

The acquisition and construction of certain capital projects in and for the City, related to water and sewer utility projects eligible for State Revolving Fund funding and/or grant reimbursement.

**EXHIBIT B**

FORM OF SERIES 2026 BOND

NO. 1

CITY OF LABELLE, FLORIDA  
WATER AND SEWER REVOLVING CREDIT BOND, SERIES 2026

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
4.10%, subject to change, as described below	_____ 1, 2030	_____, 2026

REGISTERED OWNER: FIRST BANK (the "Bank")

AUTHORIZED AMOUNT: TWENTY MILLION DOLLARS AND NO CENTS

The City of LaBelle, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above, so much of the Authorized Amount hereof as shall have been advanced hereunder and remains outstanding on such date (the "Outstanding Principal"), plus interest on the amount of each Advance hereunder from the date of the Advance at the rate of interest described herein until repayment of such amount, such interest to be calculated as set forth in the Credit Agreement referenced below and payable monthly, on the first day of each month, commencing on \_\_\_\_\_ 1, 2026. On the Maturity Date, the City will pay the Registered Owner all Outstanding Principal and all accrued unpaid interest thereon.

This Series 2026 Bond shall bear interest on the amount of Outstanding Principal at the Interest Rate, subject to adjustment as set forth in the Credit Agreement.

This Series 2026 Bond may be prepaid in whole or in part as set forth in the Credit Agreement. Principal of and interest on this Series 2026 Bond are payable in immediately available funds constituting lawful money of the United States of America at such place (the "Payment Office of the Bank") as the Bank may designate to the City.

This Series 2026 Bond is issued under the authority of Chapter 166, Part II, Florida Statutes, the City Charter of the City of LaBelle, Florida, and other applicable provisions of law, and pursuant and subject to the terms and conditions of a Revolving Credit Agreement, dated \_\_\_\_\_, 2026 (the "Credit Agreement"), between the City and the Bank, to which reference should be made to ascertain those terms and conditions. Capitalized terms not defined herein have the meanings ascribed to them in the Credit Agreement.

Pursuant to the Credit Agreement, the City may borrow, and the Bank may advance under this Series 2026 Bond from time to time until the maturity hereof (each an "Advance" and together the "Advances"), so long as the total principal amount outstanding hereunder at any one time does not exceed the Authorized Amount. The Bank's obligation to make Advances under this Series

2026 Bond shall be suspended for such time as the City is in default (without regard to any applicable grace period) under the Credit Agreement. As of the date of each proposed Advance, the City shall be deemed to represent that each representation made in the Credit Agreement is true as of such date.

This Series 2026 Bond and the interest hereon are payable from and secured solely by a lien upon and a pledge of the Net Revenues, junior and subordinate in all respects to the Senior Obligations, and on a parity with the Parity Obligation, subject to the application thereof for the purposes and on the conditions permitted by the Credit Agreement.

This Series 2026 Bond shall not constitute a general obligation or indebtedness of the City, and the Bank shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Series 2026 Bond. This Series 2026 Bond shall not constitute a lien upon the 2026 Project, or upon any property of or in the City, but shall be payable solely from the Net Revenues in the manner provided in the Credit Agreement. Reference is made to the Credit Agreement for the provisions relating to the security for payment of this Series 2026 Bond and the duties and obligations of the City hereunder.

The City, to the extent permitted by law, hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Series 2026 Bond, have happened, exist and have been performed in regular and due from and time as so required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, City Commission of the City of LaBelle, Florida has caused this Series 2026 Bond to be executed by the Mayor, and attested by its Clerk-Commissioner, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Series 2026 Bond to be dated as of \_\_\_\_\_, 2026.

**CITY OF LABELLE, FLORIDA**

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Tijuana Warner, MPA, MMC  
Its: Deputy City Clerk

**EXHIBIT C**

**FORM OF REQUISITION**

REQUISITION NO.: \_\_\_\_\_

DATE OF ADVANCE: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

ADVANCED UNDER: Water and Sewer Revolving Credit Bond, Series 2026

AVAILABLE CREDIT: \_\_\_\_\_ DOLLARS

TO: FIRST BANK

You are hereby authorized and directed, pursuant to the provisions of the Revolving Credit Agreement, dated as of \_\_\_\_\_, 2026 (the "Revolving Credit Agreement"), between the City of LaBelle, Florida (the "City") and First Bank (the "Bank") and that certain Water and Sewer Revolving Credit Bond, Series 2026 Bond, dated \_\_\_\_\_, 2026, issued by the City (the "Series 2026 Bond"), to advance the above referenced Principal Amount, which advance shall be recorded on books and records of the Bank, and thereby become a portion of the principal due and owing under said Series 2026 Bond. By this requisition, you are hereby authorized and empowered to deposit into the account of the City specified below the amount hereof without any further action on the part of the City.

The proceeds of the Advance will be used to pay for costs related to the capital improvements described in Schedule I attached hereto. Use of the proceeds is in compliance with Section 14 of the Revolving Credit Agreement and the Certificate as to Arbitrage and Certain Other Tax Matters, dated \_\_\_\_\_, 2026. [Indicate whether this Advance will result in the aggregate amount of all Advances made by the Bank being greater than \$20,000,000.]

All approvals, consents, authorizations and orders of the City and any other governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City in order to commence and complete the 2026 Project to be paid for by this advance have been obtained and are in full force and effect.

No Determination of Taxability or Event of Default described in such Revolving Credit Agreement has occurred and is continuing.

**CITY OF LABELLE, FLORIDA**

By: \_\_\_\_\_  
[Mayor][City Clerk]

City Account Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE I**

**DESCRIPTION OF USE OF PROCEEDS**

CITY OF LABELLE, FLORIDA  
PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Master Services Agreement (hereinafter referred to as “Master Services Agreement” or “Agreement”) is made and entered into this 9th day of April, 2026, between the City Commission of the City of LaBelle, a municipality incorporated in the State of Florida (hereinafter referred to as the “City”) and Four Waters Engineering, Inc. (hereinafter referred to as the “Consultant”).

WITNESSETH

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

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

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

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

ARTICLE 1.00-SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement as detailed in RFQ 24-01 (Categories 1, 3, and 4) and Exhibit “A”.

ARTICLE 2.00-DEFINITIONS

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

2.01 CITY

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

2.02 CONSULTANT

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

2.03 PROFESSIONAL SERVICES

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

2.04 SUB-CONSULTANT

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

2.05 SUBCONTRACTOR

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

2.06 PROJECT

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

2.07 BASIC SERVICES

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

2.08 ADDITIONAL SERVICES

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

2.09 CHANGE ORDER

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

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

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

2.10 SUPPLEMENTAL TASK AUTHORIZATION

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

2.11 MAYOR

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

2.12 PROJECT MANAGER

The term "Project Manager" shall refer to the person employed or retained by the City and designated, in writing, to serve and act on the City's behalf to provide direct contact and communication between the City and Consultant with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services,

work and materials to be provided and performed by the Consultant pursuant to this Agreement and such written change order(s) and supplemental task authorization(s) as are authorized. The Project Manager is not authorized to, and shall not, issue any verbal, or written, request or instruction to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; (3) the amount of compensation the City is obligated or committed to pay the Consultant. The Project Manager shall review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed, and reimbursable costs and expense, as provided for in this Agreement and change order(s), supplemental task authorization(s) thereto.

2.13 LUMP SUM FEE(S)

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

2.14 NOT-TO-EXCEED FEE(S)

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

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

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

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

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

ARTICLE 3.00-OBLIGATIONS OF THE CONSULTANT

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

3.01 LICENSES

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

3.02 PERSONNEL

1) QUALIFIED PERSONNEL

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

2) CONSULTANT'S PROJECT DIRECTOR

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

3) CONSULTANT'S STAFF

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

4) REMOVAL OF PERSONNEL

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

5) IMMIGRATION LAW COMPLIANCE

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

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

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

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

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances

and codes issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the City approves this Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

1) RESPONSIBILITY TO CORRECT

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

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

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

3.06 LIABILITY AND HOLD HARMLESS

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

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

3.07 NOT TO DIVULGE CERTAIN INFORMATION

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

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

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

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

3.09 RESPONSIBILITY FOR ESTIMATES

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

3.10 PERMITS

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

3.11 ADDITIONAL SERVICES

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

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

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

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

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

3.13 COMPLETION OF TASKS

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

ARTICLE 4.00-OBLIGATIONS OF THE CITY

4.01 DESIGNATION OF PROJECT MANAGER

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

4.02 AVAILABILITY OF CITY INFORMATION

1) PROJECT GUIDELINES AND CRITERIA

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

2) CITY TO PROVIDE PERTINENT REFERENCE MATERIAL

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

4.03 AVAILABILITY OF CITY’S DESIGNATED REPRESENTATIVES

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

4.04 ACCESS TO CITY PROPERTY

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

ARTICLE 5.00-COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC AND ADDITIONAL SERVICES

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

5.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Consultant shall be entitled to submit not more than one (1) invoice statement to the City each calendar month covering services rendered during the preceding calendar month. The Consultant’s invoice statement(s) shall be itemized to

correspond to the basis of compensation as set forth in the Agreement, or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT FOR SERVICES PERFORMED

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

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

3) PAYMENT SCHEDULE

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

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

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

5.04 PAYMENT WHEN SERVICES ARE SUSPENDED

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

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

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

ARTICLE 6.00-TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

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

6.02 TIME OF PERFORMANCE

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

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

6.03 CONSULTANT WORK SCHEDULE

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

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 7.00-SECURING AGREEMENT

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

ARTICLE 8.00-CONFLICT OF INTEREST

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

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

If the City determines that there is not such conflict of interest, then the City shall give its written consent to such representation. If Consultant or sub-consultant accepts such a representation without obtaining the City’s prior written consent, and if the City subsequently determines that there is a conflict of interest between such representation and the work

being performed by Consultant or such sub-consultant under this Agreement, then the Consultant or such sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such sub-consultants to comply with the provisions of this section.

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

ARTICLE 9.00-ASSIGNMENT, TRANSFER AND SUBCONTRACTS

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

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

ARTICLE 10.00-APPLICABLE LAW

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

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

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

ARTICLE 12.00-WAIVER OF BREACH

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

ARTICLE 13.00-INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 14.00-DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00-REPRESENTATION OF THE CITY

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

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

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

ARTICLE 16.00-OWNERSHIP OF DOCUMENTS

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

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

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

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

**ARTICLE 17.00-MAINTENANCE OF RECORDS**

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

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

**17.01 COMPLIANCE WITH PUBLIC RECORDS LAW**

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

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the Contract, transfer, at no cost, to the City of LaBelle all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) The City will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under §119.10, Florida Statutes, as amended.

**g) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS (CITY CLERK) AT: (863) 675-2872, CITY OF LABELLE, 481 Hickpochee Ave., LaBelle, Florida 33935, [tiawarner@citylabelle.com](mailto:tiawarner@citylabelle.com).**

h) If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

**ARTICLE 18.00-HEADINGS**

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

**ARTICLE 19.00-ENTIRE AGREEMENT**

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

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

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

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

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

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

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

**ARTICLE 20.00-NOTICES AND ADDRESS OF RECORD**

**20.01 NOTICES BY CONSULTANT TO CITY**

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

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

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

**20.02 NOTICES BY CITY TO CONSULTANT**

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

Four Waters Engineering, Inc.

624 6<sup>th</sup> Avenue North

Jacksonville Beach, FL 32250

Telephone Number: (904) 414-2400

ATTENTION: Laura Constantino

20.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 21.00-TERM

This Agreement is effective as of October 9, 2025. The Agreement period is for three (3) years with the option to renew for an additional two three (3) year periods.

ARTICLE 22.00-TERMINATION

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

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

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

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

22.01 CONSULTANT TO DELIVER MATERIAL

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

ARTICLE 23.00-AMENDMENTS

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

ARTICLE 24.00-MODIFICATIONS

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

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

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

ARTICLE 25.00-ACCEPTANCE

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

ARTICLE 26.00-LIMITATION OF LIABILITY

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

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

ATTEST:

CITY OF LABELLE CITY COMMISSION

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

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

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

APPROVED AS TO FORM

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

ATTEST:

CONSULTANT

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

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

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

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

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

CORPORATE SEAL

EXHIBIT A

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

Date: April 9, 2026

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement. The Consultant was awarded work pursuant to City of LaBelle RFQ 2024-01: Request for Qualifications for Library of Engineering Services for Continuing Contracts; all work by Consultant under this Master Services Agreement will be subject to the scope and requirements of that solicitation.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete work as needed in the solicitation. As anticipated and disclosed in the solicitation, each individual project is funding dependent, and the City will negotiate and issue task orders for each project separately.

EXHIBIT B

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

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

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the City Commission of the City of LaBelle for the project known as the Request for Qualifications for Library of Engineering Services for Continuing Contracts.

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

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

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

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

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

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

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

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

as identification.

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

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

EXHIBIT C

Insurance and Bonding Requirements

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

Insurance / Bond Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits and Requirements. <input checked="" type="checkbox"/> <b>The policy shall be endorsed to provide a waiver of subrogation in favor of the City.</b> NOTE: Any "non-construction industry" company employing more than 3 employees (not including a sole proprietor owner) must have workers' compensation coverage. ALL "construction industry" (as defined by FL Rule # 69L-6.021) companies with ANY employees must have coverage or if no statutory employees, then up to three officers or a sole proprietor MUST have a current exemption certificate from the Division of Workers' Compensation on file.
<input checked="" type="checkbox"/> Employer's Liability	\$500,000 single limit per occurrence (Workers' Compensation Part B)
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <input checked="" type="checkbox"/> \$1,000,000 per occurrence, \$2,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability pursuant to standard ISO policy form CG 00 01 language.
<input checked="" type="checkbox"/> Indemnification	Consistent with the provisions of §725.08, Florida Statutes, as amended, the Consultant agrees to indemnify hold harmless the City of LaBelle, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, including, but not limited to its subconsultants, subcontractors, materialmen, in the performance of this contract, including any Change Orders or Supplemental Task Authorizations. Consistent with §768.28, Florida Statutes, as amended, the City of LaBelle agrees that the Consultant will not be liable for damages arising out of the negligence of the City of LaBelle, its officers, or employees.
<input checked="" type="checkbox"/> Automobile Liability	<input checked="" type="checkbox"/> \$ 500,000 Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
<input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence  <input type="checkbox"/> United States Longshoreman's and Harbor Worker's Act coverage shall be maintained where applicable to the completion of the work. <b>STATUTORY</b>  <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence  <input type="checkbox"/> Property Insurance (Or Builder's Risk) <b>Full insurable value of the scope of the work</b>  <input type="checkbox"/> Pollution \$ _____ Per Occurrence  <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per claim and in the aggregate

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

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

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

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

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

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

**EXHIBIT D**

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion**

**Vendor Covered Transactions**

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

**VENDOR**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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***For City of LaBelle use only***

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

Company:     [    ] is debarred            [    ] is not debarred

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

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

EXHIBIT E

Scrutinized Companies Statement

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

- 1. This sworn statement is submitted with Bid, Proposal, Quote, or Contract Number RFQ 2024-02, for Engineering Services for Drinking Water, Wastewater, and Stormwater Funding, Design, and Construction Administration Services.
2. This sworn statement is submitted by [Name of entity submitting sworn statement] whose business address is [address] and (if applicable) its Federal Employer Identification Number (FEIN) is [FEIN].
3. My name is [Please print name of individual signing] and my relationship to the above is [relationship].
4. I understand that "awarding body" as defined in section 287.135(1) (a), Florida Statutes, means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.
5. I understand that "Boycott of Israel" as defined in section 287.135(1) (b), Florida Statutes, has the same meaning as defined in s. 215.4725.
6. I understand that "business operations" as defined in section 287.135(1) (c), Florida Statutes, means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
7. I understand that "local governmental entity" as defined in section 287.135(1) (d) means a county, municipality, special district, or other political subdivision of the state.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)
[ ] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List.

[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)
[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)
[ ] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)
[ ] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

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

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

\_\_\_\_\_  
AFFIANT

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

\_\_\_\_\_  
Title

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

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

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

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

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

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

(stamp)

THIS SPACE INTENTIONALLY LEFT BLANK

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**For City of LaBelle use only**

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

Scrutinized Companies that Boycott Israel List:

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

Scrutinized Companies with Activities in Sudan List:

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

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

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

Business Operations in Cuba or Syria:

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

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

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

**Hugo Vargas**  
Commissioner

**Jackie Ratica**  
Commissioner

**Daniel W. Akin**  
Commissioner

**Bobbie Spratt**  
Commissioner



*“The City of Oaks”*

**Julie C. Wilkins**  
Mayor

# Notice of Award

## RFQ 2024-01

### Library of Engineering Services for Continuing Contracts

April 15, 2024

The Request for Qualifications 2024-01 Library of Engineering Services for Continuing Contracts was issued March 4, 2024. The RFQ consisted of seven categories and 13 firms submitted proposal. The Evaluation Committee met on April 11, 2024, and April 15, 2024, to evaluate and rank proposals.

The City of LaBelle Board of Commissioners approves the notice of award and authorizes staff to negotiate and enter into agreements with the following firms in the categories listed below.

*\*Firm names are in no particular order.*

Category 1 General Engineering:

- Woodard & Curran
- Tetra Tech
- Four Waters Engineering
- AIM Engineering and Surveying
- Johnson Engineering
- Bowman
- George F. Young
- RWA
- AE Engineering
- LJA
- CPH
- CivilSurv

Category 2 Transportation Engineering:

- Johnson Engineering
- Bowman
- George F. Young
- AE Engineering
- LJA
- CPH

**Hugo Vargas**  
Commissioner

**Jackie Ratica**  
Commissioner

**Daniel W. Akin**  
Commissioner

**Bobbie Spratt**  
Commissioner



**“The City of Oaks”**

**Julie C. Wilkins**  
Mayor

Category 3 Water & Wastewater

Engineering:

- Woodard & Curran
- Tetra Tech
- Four Waters Engineering
- AIM Engineering and Surveying
- Johnson Engineering
- Bowman
- FTC
- George F. Young
- RWA
- LJA
- CPH
- CivilSurv

Category 4 Stormwater Engineering:

- Woodard & Curran
- Tetra Tech
- Four Waters Engineering
- AIM Engineering and Surveying
- Johnson Engineering
- Bowman
- George F. Young
- RWA
- AE Engineering
- LJA
- CPH
- CivilSurv

Category 5 Geotechnical Engineering:

- AE Engineering

Category 6 Electrical Engineering:

- Johnson Engineering
- CPH

Category 7 Environmental Engineering:

- Woodard & Curran
- Johnson Engineering
- George F. Young



**CITY OF LABELLE, FLORIDA**

**Planning Staff Report  
Architectural Review  
Mavis Tire**

**TYPE OF CASE:** Architectural Review per PUD Condition

**STAFF REVIEWER:** Patty Kulak

**DATE:** April 9, 2026

**APPLICANT:** Mavis Southeast, LLC

**AGENT:** Bohler, LLC

**REQUEST:** Approval of the proposed building elevations for a tire service center (Mavis Tire) within the Racetrack PUD, in accordance with the PUD requirement that all additional principal structures obtain City Commission approval of architectural design.

**LOCATION:** 1455 Huggett's Road

**PROPERTY SIZE:** 1.45+/-acres

**STAFF NARRATIVE:**

This item is presented pursuant to Ordinance 2024-03, Conditions #8 and #9, which require City Commission review of architectural elevations for all additional principal structures within the Racetrack PUD and confirmation of consistency with the required Old Florida architectural vernacular. The proposed use is permitted within the approved commercial square footage of the PUD; therefore, this request is limited to evaluation of the building design and its compliance with the PUD architectural standards and Section 4-92 of the Land Development Code.

The applicant proposes a ±6,979 square foot, single-story, 8-bay tire service center located at 1599 Huggetts Road. Submitted materials include the site plan, landscape plans, and exterior elevations. Section 4-92 establishes design standards for commercial development intended to promote a distinctive Old Florida or Florida Vernacular character and ensure visual compatibility throughout the City. These standards require articulated façades, variation in building massing, cohesive materials, and architectural detailing that avoids flat, unbroken wall planes.

The proposed building incorporates façade articulation on all elevations through vertical pilasters,

masonry veneer accents, and material transitions that break up horizontal massing. Parapet height variations, framed accent bands, and defined corner treatments provide visual interest and avoid a continuous, uninterrupted façade. The exterior materials include stucco and masonry veneer with differentiated color treatments at the base and accent bands, consistent with traditional Florida commercial architecture. Storefront glazing is concentrated on the customer-facing elevation, reinforcing pedestrian orientation and providing architectural emphasis at the primary entrance.

**STAFF RECOMMENDATION**

Based on this review, staff finds the proposed elevations generally consistent with the intent and design criteria of Section 4-92 and the Racetrack PUD’s requirement for Old Florida architectural vernacular.

**SUGGESTED MOTION(S):**

**APPROVAL:**

I make a motion to approve the Mavis Tire building elevations.

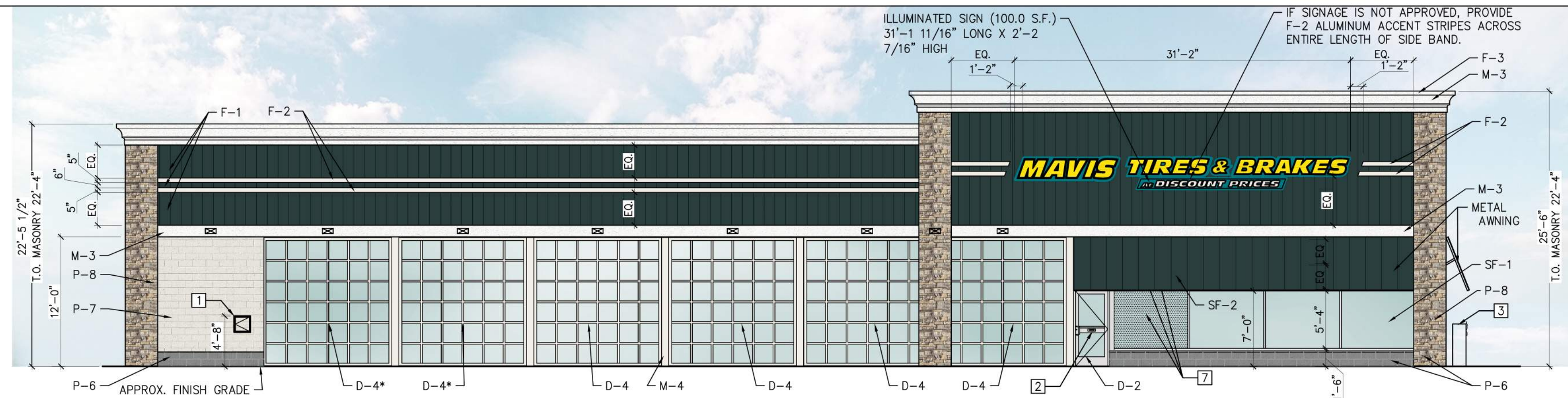
**APPROVAL WITH CONDITIONS:**

I make a motion to approve the Mavis Tire building elevations, with the following condition(s):

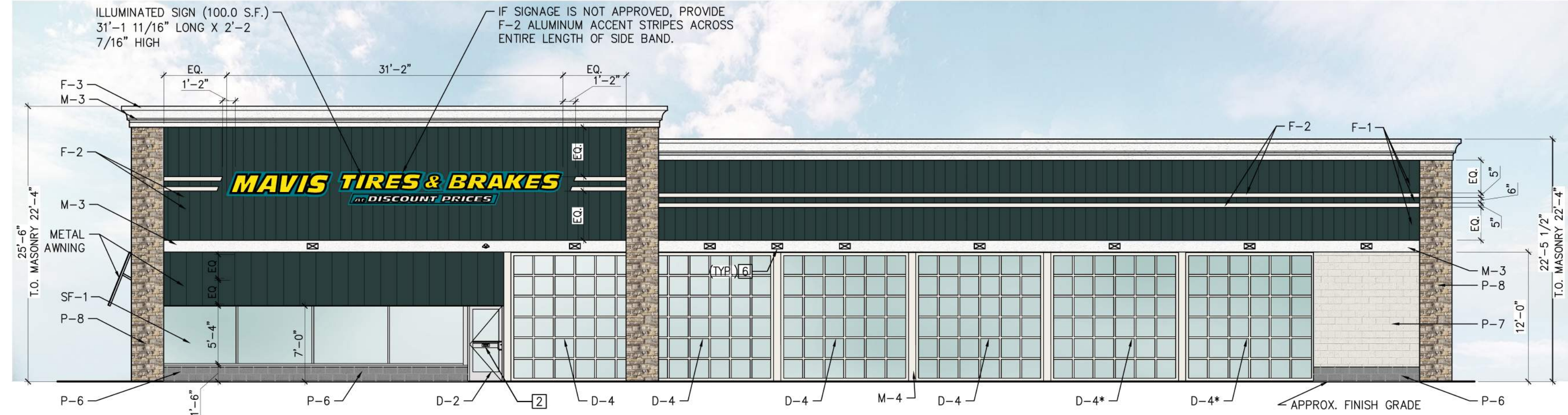
- 1) as outlined in the staff report;
- OR**
- 2) as outlined in the staff report and amended as follows;
- OR**
- 3) with the following conditions:

**DENIAL:**

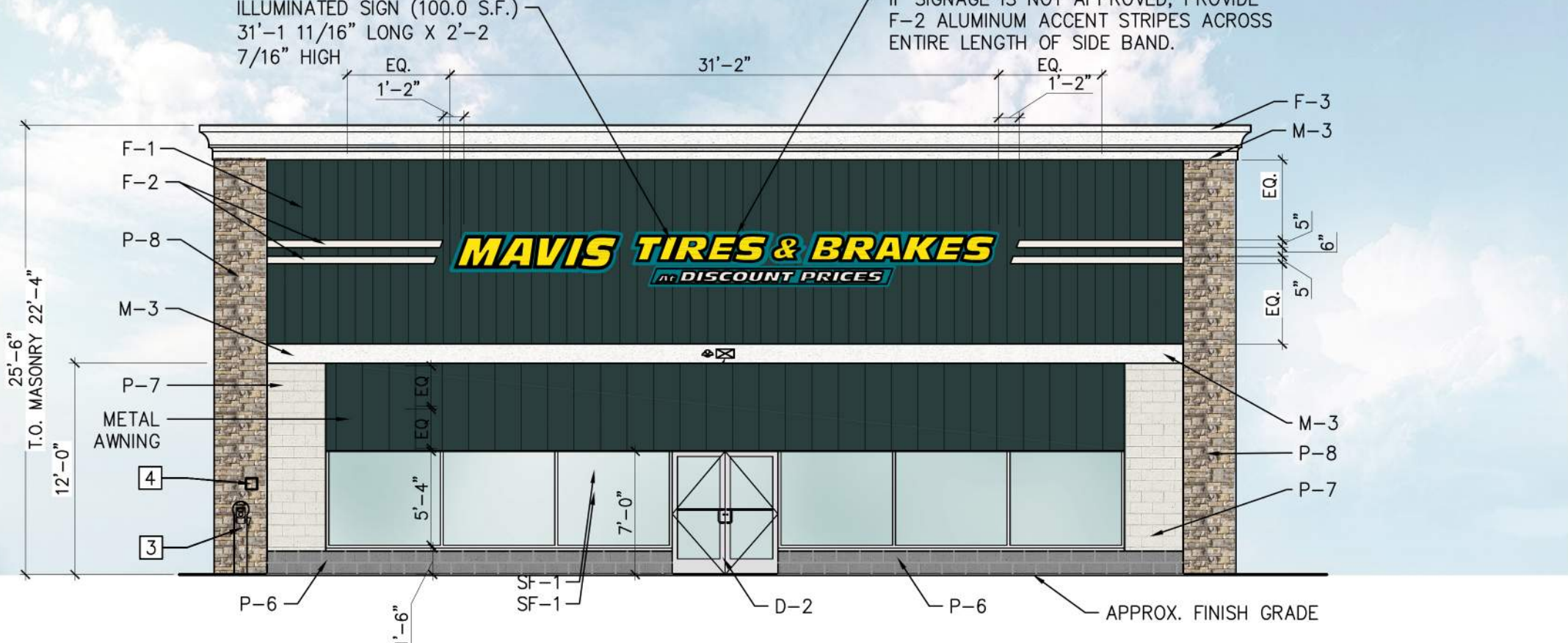
I make a motion to deny the Mavis Tire building elevations.



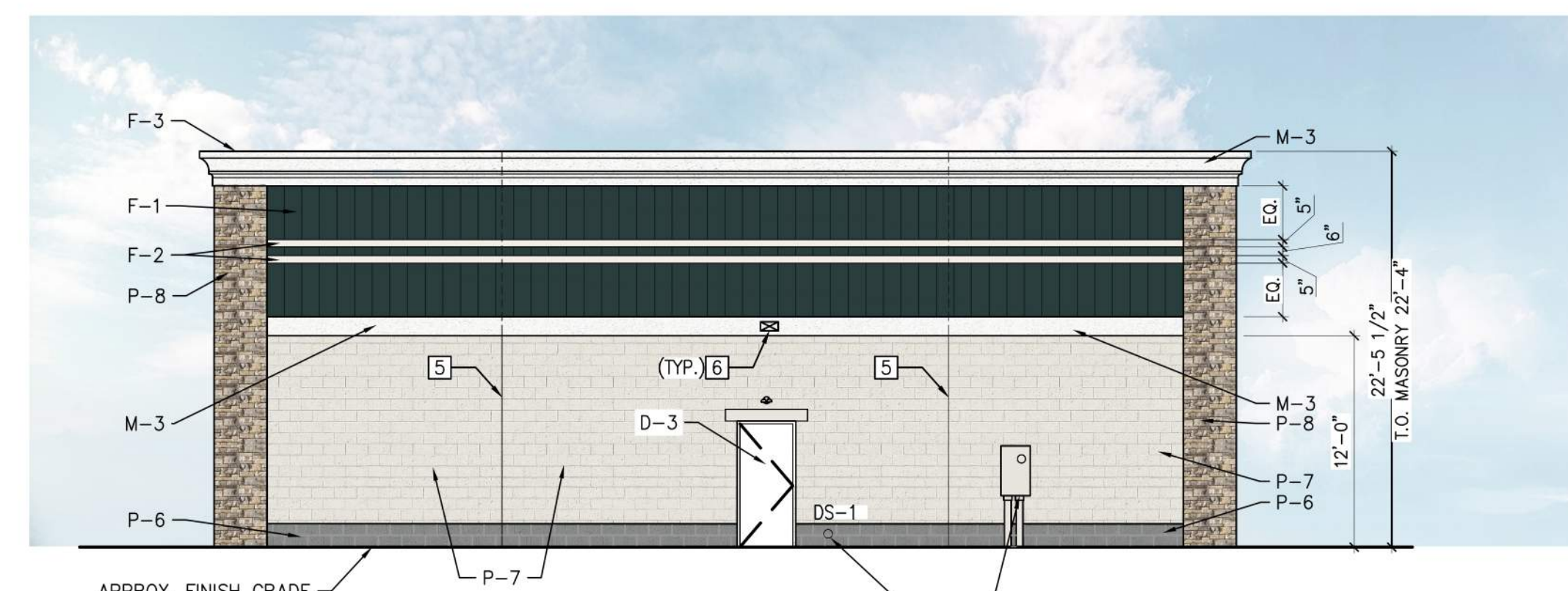
**1 LEFT ELEVATION**  
A-200 SCALE: 1/8" = 1'-0"



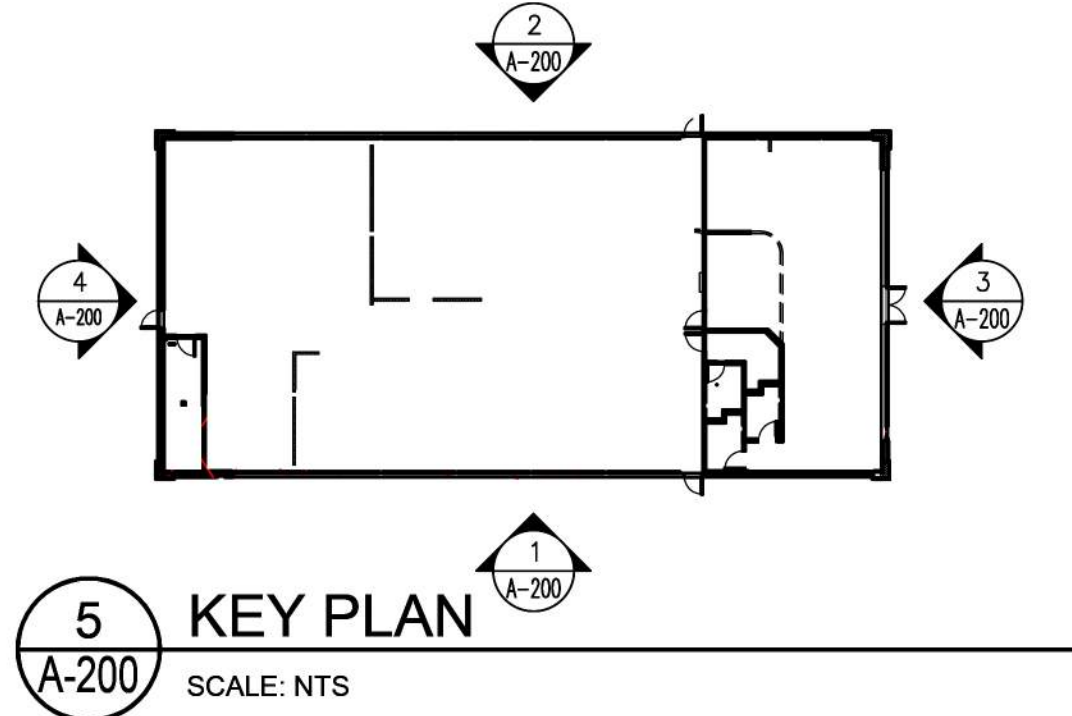
**2 RIGHT ELEVATION**  
A-200 SCALE: 1/8" = 1'-0"



**3 FRONT ELEVATION**  
A-200 SCALE: 1/8" = 1'-0"



**4 REAR ELEVATION**  
A-200 SCALE: 1/8" = 1'-0"



**5 KEY PLAN**  
A-200 SCALE: NTS

**EXTERIOR MATERIALS SCHEDULE**

MARK	MATERIAL	MANUFACTURER	STYLE/COLOR	NOTES
DOOR FINISHES	D-2	ALUMINUM STOREFRONT DOOR & FRAME	KAWNEER COLOR: CLEAR ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS.
	D-3	PAINT FOR GALVANIZED HM DOOR & FRAME	BENJAMIN MOORE COLOR: OC-129 ALABASTER WHITE SHEEN: SEMI-GLOSS	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04 FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC SEMI-GLOSS #HP29
	D-4	ALUMINUM AND GLASS OH DOORS	RAYNOR GARAGE DOORS RAYNOR AV200 COLOR: CLEAR SATIN ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS. RE: SPECS FOR ADDITIONAL INFO. *DOORS AT RACKING SHALL BE FIXED AND SECURE CONTACT DH PACE: ADAM POSLOSKY, ADAM.POSLOSKY@DHSPACE.COM, 816-480-2361
MISC. ITEMS	F-1	VERTICAL METAL FASCIA	ATAS MULTIPURPOSE PANELS- MPN SEMI STANDING SEAM 12" WIDE, 0.032" ALUMINUM COLOR: #19 TEAL	INSTALL PER MFR RECOMMENDATIONS.
	F-2	ALUMINUM ACCENT STRIPE	ATAS 0.032" ALUMINUM COLOR: #26 BONE WHITE	INSTALL PER MFR RECOMMENDATIONS.
	F-3	METAL ROOF COPING	ROOF MFR MATCH ROOF SYSTEM COLOR: MATCH WALL BELOW	INSTALL PER MFR RECOMMENDATIONS.
	M-3	EIFS CORNICE & BAND	DRYVIT OR APPROVED EQUAL	COLOR: #101 SUPER WHITE INSTALL PER MFR RECOMMENDATIONS.
WALL FINISHES	M-4	PAINT FOR STEEL LINTELS & COLUMNS	BENJAMIN MOORE COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04 FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC LOW LUSTRE #HP25
	P-6	PAINTED SPLIT FACE BLOCK	BENJAMIN MOORE COLOR: HC-164 PURITAN GRAY SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	P-7	PAINTED SPLIT FACE BLOCK	BENJAMIN MOORE COLOR: OC-129 ALABASTER WHITE SHEEN: LOW LUSTRE	FINISH PER MFR RECOMMENDATIONS. PRIMER: (1) COAT- BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571 FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360
	P-8	STONE VENEER	DUTCH QUALITY STONE STYLE: WEATHER LEDGE COLOR: PRESTIGE	INSTALL PER MFR RECOMMENDATIONS.
	SF-1	ALUMINUM STOREFRONT SYSTEM CENTER PLANE GLAZING	KAWNEER COLOR: CLEAR ANODIZED ALUMINUM	INSTALL PER MFR RECOMMENDATIONS. INSTALL WITH 1" LOW-E INSULATED GLAZING. MAX U-FACTOR: U-0.28 MAX SHGC: 0.40
SF-2	ALUMINUM STOREFRONT SYSTEM CENTER PLANE GLAZING	KAWNEER COLOR: CLEAR ANODIZED ALUMINUM GLAZING: SPANDREL GLASS COLOR: WARM GRAY	INSTALL PER MFR RECOMMENDATIONS. INSTALL WITH 1" LOW-E INSULATED GLAZING. MAX U-FACTOR: U-0.28 MAX SHGC: 0.40	

**GENERAL NOTES:**  
 A. ALL FINISHES ON MATERIAL SCHEDULE MAY NOT BE USED  
 B. CENTER WALL LIGHTS OVER COLUMNS, DOORS & WINDOWS, ETC., AS SHOWN U.O.N.  
 C. MOUNTING HEIGHT OF EXTERIOR LIGHT FIXTURE ON REAR AND SIDE ELEVATIONS TO MATCH MOUNTING HEIGHT OF LIGHT FIXTURES ON FRONT ELEVATION  
 D. SIGNAGE UNDER SEPARATE PERMIT/SUBMISSION BY SIGN VENDOR.

**EXTERIOR ELEVATION KEYNOTES**

- 16"x16" INSULATED ALUMINUM ACCESS DOOR BY BEST ACCESS DOORS, SKU # BA-PAL-16-16. FINAL COLOR SELECTION TO BE APPROVED BY OWNER AND ARCHITECT. RE: DETAIL 3/A-502 FOR ADDITIONAL INFO. (ACCESS DOOR IS FOR USE TO ACCESS OIL TANKS. COORDINATE FINAL LOCATION WITH TANK INSTALLER)
- PROVIDE KEY DROP SLOT IN GARAGE ENTRY DOOR. FINAL INSTALLATION LOCATION TO BE DIRECTED BY MAVIS.
- FREESTANDING AIR INFLATOR- LOCATION TO BE SITE SPECIFIC. (RE: RESPONSIBILITY SCHEDULE FOR ADDITIONAL INFO.)
- PROVIDE KNOX BOX WHERE REQUIRED BY JURISDICTION (PURCHASED FROM LOCAL FIRE DEPARTMENT.) MOUNT PER FIRE DEPARTMENT REQUIREMENTS ON WALL ADJACENT TO ENTRANCE. CONTRACTOR TO MAKE APPLICATION FOR KNOX BOX AND COORDINATE WITH LOCAL APPROVING AUTHORITY.
- EXPANSION JOINT MATERIAL COLOR TO MATCH ADJACENT FINISH COLOR.
- EXTERIOR WALL PACK LIGHT. RE: ELECTRICAL DRAWINGS.
- PORTION OF STOREFRONT SYSTEM TO INCLUDE SPANDREL GLAZING.

**PRODUCT APPROVAL LIST**

PRODUCT CATEGORY	SUB-CATEGORY	MANUFACTURER	DESCRIPTION	APPROVAL #	EXP. DATE
EXTERIOR DOORS	SWINGING EXTERIOR DOOR ASSEMBLIES	KAWNEER COMPANY	IR350/500 HW LMI OUTSWING DOOR	FL15850.2-R8	12/31/2026
EXTERIOR DOORS	SECTIONAL EXTERIOR DOOR ASSEMBLIES	RAYNOR GARAGE DOORS	ALUMAVIEW (AV200) ALUMINUM RAIL STYLE DOOR WITH FULL VIEW GLASS	FL14092.4-R11	02/17/2026
PANEL WALLS	SIDING	ATAS INTERNATIONAL, INC.	VERSA-LOK - ALUMINUM ALUMINUM ACCENT STRIPE	FL35064.1-R1	12/30/2025
PANEL WALLS	STOREFRONTS	KAWNEER COMPANY	IRS01T & IRS01UT STOREFRONT SYSTEM (LARGE MISSILE IMPACT RATED)	FL15404.3-R7	12/31/2026

**ALTERNATE PRODUCT APPROVAL LIST**

CLADDING	EIFS	TREMCO CPG INC. (DRYVIT EIFS PRODUCTS)	DRYVIT OUTSULATION PLUS MD EIF SYSTEM OVER 5/8" PLYWOOD	NOA 22-0914.11	03/02/2027
CLADDING	EIFS	TREMCO CPG INC. (DRYVIT EIFS PRODUCTS)	DRYVIT OUTSULATION PLUS MD EIF SYSTEM OVER CONCRETE/CONCRETE BLOCKS	NOA 23-1101.11	08/15/2028
PANEL WALLS	SIDING	JAMES HARDIE BUILDING PRODUCTS	HARDIE ARCHITECTURAL PANEL 5/16" THICK FIBER-CEMENT PANEL SIDING	FL13223.2-R8	12/31/2026
PANEL WALLS	SIDING	JAMES HARDIE BUILDING PRODUCTS	HARDIE ARTISAN LAP SIDING 5/8" THICK FIBER-CEMENT LAP SIDING	FL10477.1-R9	12/31/2026

MAVIS TIRE SUPPLY, LLC  
100 HILLSIDE AVENUE  
WHITE PLAINS, NY 10603  
(914) 984-2500

CLIENT

SEAL

MARK	DATE	BY	COMMENTS



MAVIS DISCOUNT TIRE # 2357 LABELLE FL  
1599 HUGGETTS RD LABELLE, FL

Project No.: 0000-000  
Sheet No.:

**A-200**



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

**To:** Honorable Mayor and City Commission  
**Prepared By:** Jerika Mungillo  
**Date of Meeting:** April 9th, 2026  
**Date Submitted:** April 1st, 2026  
**Title of Agenda Item:** LDRC Funding Request  
**Agenda Location:** [Provided by City Clerk]

---

**Report in brief:** **Memo from the LaBelle Downtown Revitalization Corporation requesting increased funding to support full-time Executive Director.**

**Staff Comments:**

**Fiscal Impact:**

**Recommended Actions:**

**MEMORANDUM**

**To:** City Commission, City of LaBelle  
**From:** Jerika Mungillo, Executive Director, LaBelle  
Downtown Revitalization Corporation  
**Date:** [Insert Date]  
**Re:** Request for Increase in Annual City Funding  
**Attachments:** LDRC financial statements; LDRC work  
plan; Main Street staffing/accreditation  
guidance

The LaBelle Downtown Revitalization Corporation respectfully requests an increase in annual funding from the City of LaBelle from \$21,000 to \$60,000.

The City's current annual contribution was originally structured to support a part-time director position. Since that time, the role and responsibilities of the organization have grown substantially. As the City's designated Main Street organization, LDRC is expected to maintain the staffing capacity necessary to carry out downtown revitalization, historic preservation, economic development support, grant coordination, project development, public engagement, and partnership-building activities that directly benefit the City of LaBelle.

In order to remain in good standing as an accredited Main Street program, the organization is expected to maintain a full-time director. The current level of City funding does not reflect that requirement. This request is therefore intended to align the City's support more closely with the staffing level needed to sustain the program and the work being performed on the City's behalf.

This request is not based solely on a salary need. It is based on the substantial amount of work performed by LDRC that directly benefits the City, including downtown revitalization efforts, project coordination, public-facing initiatives, business support, partnership development, grant work, and implementation of projects aligned with city priorities.

Increasing the City's annual contribution to \$60,000 would allow the organization to more appropriately fund the Executive Director position through municipal support. It would also free existing organizational funds to be directed toward projects, programs, and initiatives that produce visible and tangible benefits within the community. In other words, this adjustment would strengthen the organization's operational foundation while allowing more nonprofit dollars to be put toward implementation, beautification, programming, economic development efforts, and other city-benefiting projects.

For the Commission's review, LDRC is submitting its current financial statements and work plan with this request. These materials are intended to show both the organization's present financial capacity and the scope of work planned and underway. LDRC is also including supporting Main Street guidance regarding staffing expectations for accredited programs so that the Commission may consider this request in its full operational context.

LDRC values its partnership with the City of LaBelle and remains committed to serving as a productive and effective partner in the continued revitalization of downtown. This request is respectfully submitted for consideration as part of the City's upcoming budget discussions.

Respectfully submitted,

Jerika Mungillo  
Executive Director  
LaBelle Downtown Revitalization Corporation

# Statement of Activity

## LABELLE DOWNTOWN REVITALIZATION CORPORATION

January 1-March 31, 2026

	TOTAL	
	JAN 1 - MAR 31 2026	JAN 1 - MAR 31 2025 (PY YTD)
<b>Income</b>		
4100 Donations & Contributions	\$1,030.00	\$117.00
4110 Individual Donations	2,737.23	
<b>Total for 4100 Donations &amp; Contributions</b>	<b>\$3,767.23</b>	<b>\$117.00</b>
<b>4200 Grants</b>		
4210 Advertising Grant	5,000.00	5,000.00
4230 City of LaBelle	5,223.00	5,223.00
<b>Total for 4200 Grants</b>	<b>\$10,223.00</b>	<b>\$10,223.00</b>
<b>4300 Event Income</b>		
4310 Vendor Fee	122.35	1,868.72
4315 Food Truck Fees	1,513.24	130.00
4319 Smoke Under the Oak Fees	2,370.00	1,800.00
4321 Shop Downtown	700.00	50.00
<b>4330 Concessions Sales</b>		
4331 Alcohol Income	8,917.12	6,832.00
4332 Rib Sales	23,204.47	27,045.14
<b>Total for 4330 Concessions Sales</b>	<b>\$32,121.59</b>	<b>\$33,877.14</b>
<b>4360 Event Sponsorships</b>		
4361 Corporate Sponsor	\$1,000.00	6,800.00
<b>Total for 4360 Event Sponsorships</b>	<b>\$1,000.00</b>	<b>\$6,800.00</b>
<b>4370 Fundraising</b>		
4371 Raffle Ticket Sales	613.00	
<b>Total for 4370 Fundraising</b>	<b>\$613.00</b>	
<b>Total for 4300 Event Income</b>	<b>\$38,440.18</b>	<b>\$44,525.86</b>
<b>4530 Sales of Merchandise</b>		
4531 T-Shirt Sales	799.24	952.33
<b>Total for 4530 Sales of Merchandise</b>	<b>\$799.24</b>	<b>\$952.33</b>
Sales Tax	-2,850.86	-2,128.72
<b>Total for Income</b>	<b>\$50,378.79</b>	<b>\$53,689.47</b>
<b>Gross Profit</b>	<b>\$50,378.79</b>	<b>\$53,689.47</b>
<b>Expenses</b>		
<b>5105 Contributions and Donations</b>		
5100 Administrative Expenses		
5105 Contributions and Donations		
5106 Reimbursement	402.47	
<b>Total for 5105 Contributions and Donations</b>	<b>\$402.47</b>	
5110 Payroll	8,034.45	4,033.32
5115 Payroll Taxes	1,562.10	
5125 Dues & Subscriptions	181.83	371.91
5130 Office Supplies	301.98	84.69
5140 Insurance	824.05	598.93
5150 Bank Fees & Processing	25.55	75.41

# Statement of Activity

Section 7, Item B.

## LABELLE DOWNTOWN REVITALIZATION CORPORATION

January 1-March 31, 2026

TOTAL		
	JAN 1 - MAR 31 2026	JAN 1 - MAR 31 2025 (PY YTD)
5160 Utilities	120.00	519.72
5180 Printing	137.18	28.51
<b>Total for 5100 Administrative Expenses</b>	<b>\$11,589.61</b>	<b>\$5,712.49</b>
5200 Program & Event Expenses	\$893.37	
5210 Event Supplies	526.00	6,417.62
5215 Event Rentals & Permits	\$246.68	\$3,038.90
5217 Rental	2,465.09	
<b>Total for 5215 Event Rentals &amp; Permits</b>	<b>\$2,711.77</b>	<b>\$3,038.90</b>
5220 Entertainment/Performance	1,575.00	
5240 Shirts and Merch Printing	1,780.65	
5245 Concession Expenses	\$150.00	
5246 Alcohol	1,807.08	2,030.88
5247 Ribs	7,654.54	13,384.39
<b>Total for 5245 Concession Expenses</b>	<b>\$9,611.62</b>	<b>\$15,415.27</b>
5250 Marketing & Promotion	\$1,085.00	
5251 Advertising	5,716.66	9,196.64
<b>Total for 5250 Marketing &amp; Promotion</b>	<b>\$6,801.66</b>	<b>\$9,196.64</b>
5265 Volunter Supplies	42.08	
5300 Fundraising Expenses		
5301 Cash Prizes	3,750.00	3,000.00
5303 Meals and Entertainment		750.00
<b>Total for 5300 Fundraising Expenses</b>	<b>\$3,750.00</b>	<b>\$3,750.00</b>
<b>Total for 5200 Program &amp; Event Expenses</b>	<b>\$27,692.15</b>	<b>\$37,818.43</b>
5400 Board & Committee		
5410 Board Retreats & Training		
5411 Travel Expenses	1,426.01	
<b>Total for 5410 Board Retreats &amp; Training</b>	<b>\$1,426.01</b>	
<b>Total for 5400 Board &amp; Committee</b>	<b>\$1,426.01</b>	
5500 Professional Services	541.77	1,670.00
Unapplied Cash Bill Payment Expenditure	0.00	-2,461.00
<b>Total for Expenses</b>	<b>\$41,249.54</b>	<b>\$42,739.92</b>
<b>Net Operating Income</b>	<b>\$9,129.25</b>	<b>\$10,949.55</b>
Other Income		
4500 Other Income		
4520 Interest Income	439.56	
<b>Total for 4500 Other Income</b>	<b>\$439.56</b>	
<b>Total for Other Income</b>	<b>\$439.56</b>	
<b>Net Other Income</b>	<b>\$439.56</b>	
<b>Net Income</b>	<b>\$9,568.81</b>	<b>\$10,949.55</b>

# Statement of Financial Position

Section 7, Item B.

## LABELLE DOWNTOWN REVITALIZATION CORPORATION

As of March 31, 2026

	TOTAL	
	AS OF MARCH 31, 2026	AS OF MARCH 31, 2025 (PY)
<b>Assets</b>		
Current Assets		
Bank Accounts		
1010 SYN - Checking	3,024.91	98,828.59
1015 QuickBooks Checking Account	500.83	970.10
1016 Business CD	51,340.85	
1019 Savings Account	55,043.53	
1030 Petty cash	-42.08	0.00
<b>Total for Bank Accounts</b>	<b>\$109,868.04</b>	<b>\$99,798.69</b>
Other Current Assets		
1004 Uncategorized Asset	0.00	0.00
1005 Undeposited Funds	0.00	0.00
<b>Total for Other Current Assets</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total for Current Assets</b>	<b>\$109,868.04</b>	<b>\$99,798.69</b>
Fixed Assets		
1000 Assets		
1001 Equipment & Fixtures	2,589.00	2,589.00
<b>Total for 1000 Assets</b>	<b>\$2,589.00</b>	<b>\$2,589.00</b>
1002 Accumulated Depreciation	-1,819.00	-1,449.00
<b>Total for Fixed Assets</b>	<b>\$770.00</b>	<b>\$1,140.00</b>
Other Assets		
1006 Exchange	0.00	0.00
<b>Total for Other Assets</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total for Assets</b>	<b>\$110,638.04</b>	<b>\$100,938.69</b>
<b>Liabilities and Equity</b>		
Liabilities		
Current Liabilities		
Credit Cards		
1020 Credit Card	0.00	21.49
Credit Card Synovus	465.10	
<b>Total for Credit Cards</b>	<b>\$465.10</b>	<b>\$21.49</b>
<b>Total for Current Liabilities</b>	<b>\$465.10</b>	<b>\$21.49</b>
<b>Total for Liabilities</b>	<b>\$465.10</b>	<b>\$21.49</b>
Equity		
3000 Opening Bal Equity	0.00	0.00
3100 Unrestricted Funds	100,604.13	89,967.65
Net Income	9,568.81	10,949.55
<b>Total for Equity</b>	<b>\$110,172.94</b>	<b>\$100,917.20</b>
<b>Total for Liabilities and Equity</b>	<b>\$110,638.04</b>	<b>\$100,938.69</b>

# LDRC Work Plan 2026 - 2027

## Contents

01		<b>Transformational Strategy 1: Organization</b> Build Organization Capacity & Sustainability
02		<b>Transformational Strategy 2: Design</b> Activate Downtown Spaces & Public Places
03		<b>Transformational Strategy 3: Economic Vitality</b> Strengthen Downtown Businesses & Economic Vitality
04		<b>Transformational Strategy 4: Promotion</b> Tell LaBelle's Story & Build Identity

# Transformation Strategy 1: Build Organization Capacity & Sustainability

Create a resilient organization capable of sustaining long-term downtown revitalization.

## Objectives

- Strengthen internal capacity and systems.
- Expand partnerships and volunteer engagement.
- Improve funding readiness and financial stability.

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
ORGANIZATION	<p><b>Increase organizational leadership capacity</b></p> <p><b>Deliverable/Measurement:</b> Board expanded by 1-2 members, including one with financial expertise.</p> <p><b>Desired outcome:</b> Stronger, more diverse leadership structure with expanded skill sets.</p>	Q1-Q2	Board Chair / ED	\$0
ORGANIZATION	<p><b>Develop robust board training program &amp; create legacy plan</b></p> <p><b>Deliverable/Measurement:</b> Written plan completed and adopted.</p> <p><b>Desired outcome:</b> Improved understanding of roles, responsibilities, and the Main Street model.</p>	Q2-Q3	ED / Board	\$0 - \$1000
ORGANIZATION	<p><b>Develop budget to hire additional part-time employee in 2027</b></p> <p><b>Deliverable/Measurement:</b> Part-time position defined; 12-month budget approved; funding sources identified and allocated.</p> <p><b>Desired outcome:</b> Sustainable staffing capacity established to support daily operations and programs.</p>	Q3-Q4	Board Chair / ED	\$15,000 - \$30,000
ORGANIZATION	<p><b>Diversify income &amp; increase annual budget</b></p> <p><b>Deliverable/Measurement:</b> Increase total annual operating budget by 5-10% over previous year.</p> <p><b>Desired outcome:</b> Stable, predictable financial foundation; increased capacity for staff, programs, and initiatives.</p>	Q1-Q4	Board Chair / ED	-

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
PROMOTION	<p><b>Solidify / expand LDRC marketing</b></p> <p><b>Deliverable/Measurement:</b> Develop and adopt one comprehensive marketing plan; establish consistent branding and messaging.</p> <p><b>Desired outcome:</b> Clear, consistent public presence; improved awareness of downtown programs and events; stronger engagement.</p>	Q1-Q2	Promotions Committee	\$2,000
PROMOTION	<p><b>Create and launch sustainable membership plan</b></p> <p>Deliverable/Measurement: Membership program launched; 10-50 members enrolled.</p> <p>Desired outcome: Increased stakeholder investment in downtown revitalization.</p>	Q1-Q4	ED	Staff Time
PROMOTION	<p><b>Expand Food Trucks by the River to daily</b></p> <p><b>Deliverable/Measurement:</b> Increase food truck presence from 4 days to 7 days.</p> <p><b>Desired outcome:</b> Increased foot traffic and support for river-adjacent businesses; riverfront becomes a reliable everyday destination; additional fee income.</p>	Q3-Q4	ED	Staff Time
PROMOTION	<p><b>Increase grant probability</b></p> <p><b>Deliverable/Measurement:</b> Complete grant readiness training or certification.</p> <p><b>Desired outcome:</b> Higher-quality, more competitive grant applications; increased external funding.</p>	Q1	ED	\$800
PROMOTION	<p><b>Complete LDRC in-office shop</b></p> <p><b>Deliverable/Measurement:</b> Fully outfit and open the LDRC office retail shop.</p> <p><b>Desired outcome:</b> New earned revenue stream; increased foot traffic; greater visibility for branding and downtown identity</p>	Q1-Q2	Volunteers / ED	\$0 - \$1000.00
PROMOTION	<p><b>Develop and implement volunteer pipeline</b></p> <p><b>Deliverable/Measurement:</b> Formal volunteer pipeline established with 1-2 active volunteers (including working with local high school/other nonprofits).</p> <p><b>Desired outcome:</b> Reliable, repeatable volunteer support; reduced staff burnout through shared workload.</p>	Q1-Q4	Promotions Committee / ED	Staff Time

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
DESIGN	<p><b>Capital improvements to LDRC office</b></p> <p><b>Deliverable/Measurement:</b> Upgrade office space to support public-facing operations.</p> <p><b>Desired outcome:</b> Functional, welcoming, professional LDRC office; enhanced visitor experience and credibility.</p>	Q1-Q3	Promotions Committee	\$0 - \$10,000
ECONOMIC VITALITY	<p><b>Stand up CLG (Certified Local Government)</b></p> <p><b>Deliverable/Measurement:</b> Complete all steps to formally establish CLG status with the State of Florida.</p> <p><b>Desired outcome:</b> Ability to compete for historic preservation grant funding; stronger preservation framework and credibility for future cultural projects.</p>	Q2-Q4	Economic Committee / ED	\$0

# Transformation Strategy 2: Activate Downtown Spaces & Public Places

*Increase downtown activity and use of public spaces through design improvements and welcoming public places that encourage people to gather and return.*

## Objectives

- Improve the appearance and usability of public spaces.
- Create visible, quick-win placemaking projects.
- Support year-round activation of downtown.

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
PROMOTION	<p><b>Expand Saturday Morning Markets</b></p> <p><b>Deliverable/Measurement:</b> Increase number of market days to 12 times a year; grow average visitor participation by 30%.</p> <p><b>Desired outcome:</b> Stronger activation of downtown with increased foot traffic and vendor sales</p>	Q1 - Q4	ED / Promotion Committee	\$0 - \$1000
PROMOTION	<p><b>Organize Trunk or Treat / Fall Festival</b></p> <p><b>Deliverable/Measurement:</b> Deliver 1 fall family event.</p> <p><b>Desired outcome:</b> Safe, high-visibility family event that increases downtown foot traffic and business participation.</p>	Q3 - Q4	ED / Promotion Committee	\$0 - \$2000
PROMOTION	<p><b>Coordinate Christmas in the Park</b></p> <p><b>Deliverable/Measurement:</b> Work with Chamber of Commerce &amp; City of LaBelle to deliver coordinated Christmas in the Park event.</p> <p><b>Desired outcome:</b> Unified, well-branded holiday event that increases downtown visitation and strengthens inter-organization partnerships.</p>	Q3-Q4	ED / Promotion Committee	\$500

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
DESIGN	<p><b>Seek grant funding for solar light project</b></p> <p><b>Deliverable/Measurement:</b> Submit 1-3 grant applications for solar lighting improvements.</p> <p><b>Desired outcome:</b> Funding pathway established for sustainable lighting that improves safety, visibility, and downtown aesthetics.</p>	Q1-Q4	ED & Design Committee	\$40,000 (grant)
ORGANIZATION /DESIGN	<p><b>Begin Downtown District expansion planning</b></p> <p><b>Deliverable/Measurement:</b> Draft proposed expanded district boundary map; hold at least 2 stakeholder meetings.</p> <p><b>Desired outcome:</b> Clear, vetted district expansion concept ready for City review and future adoption.</p>	Q3-Q4	ED	\$2,500
ECONOMIC VITALITY	<p><b>Help businesses update Google Business listings</b></p> <p><b>Deliverable/Measurement:</b> Assist at least 5 downtown businesses in updating or claiming their Google Business profiles.</p> <p><b>Desired outcome:</b> Improved online visibility and discoverability; increased foot traffic and customer engagement.</p>	Q1	ED	\$100-\$300
ECONOMIC VITALITY	<p><b>Recruit businesses to claim/manage online profiles</b></p> <p><b>Deliverable/Measurement:</b> At least 40% of downtown businesses claim and manage their online profiles.</p> <p><b>Desired outcome:</b> More accurate, up-to-date business information and improved digital visibility</p>	Q1-Q2	Volunteers / ED	\$0

# Transformation Strategy 3: Strengthen Downtown Businesses & Economic Vitality

*Support business retention, attraction, and reinvestment in downtown LaBelle.*

## Objectives

- Support existing businesses with targeted tools.
- Activate vacant and underutilized properties.
- Encourage reinvestment and entrepreneurship.

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
<b>ORGANIZATION</b>	<p><b>Seek funding for downtown community hub project</b></p> <p><b>Deliverable/Measurement:</b> Hometown grant application submitted (includes elements such as new library computer lab, upgrades to City Dock, and upgrades to the LDRC building).</p> <p><b>Desired outcome:</b> Funding pathway established to launch a centralized downtown hub supporting connectivity services and community use</p>	Q2-Q4	ED	-
<b>ECONOMIC VITALITY</b>	<p><b>Develop business redevelopment packages</b></p> <p><b>Deliverable/Measurement:</b> Create standardized business redevelopment package ready to distribute; provide technical assistance touchpoints.</p> <p><b>Desired outcome:</b> Clear, accessible support pathway that helps businesses reinvest, expand, and improve visibility.</p>	Q2-Q3	ED / Economic Committee	\$0 - \$600
<b>ECONOMIC VITALITY /PROMOTION</b>	<p><b>Provide access to signage for vacant buildings</b></p> <p><b>Deliverable/Measurement:</b> Install or provide signage for vacant downtown properties.</p> <p><b>Desired outcome:</b> Improved appearance of vacant storefronts and increased visibility for redevelopment opportunities.</p>	Q2-Q4	ED / Economic committee / Promotion Committee	\$0 - \$1000
<b>ALL</b>	<p><b>Support development of Lee Street</b></p> <p><b>Deliverable/Measurement:</b> Facilitate development or activation efforts for business and property owners on Lee Street.</p> <p><b>Desired outcome:</b> Increased business activity and momentum along Lee Street as a growing downtown corridor.</p>	Q1-Q4	ALL	STAFF TIME

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
ECONOMIC VITALITY	<p><b>Develop and support river businesses</b></p> <p><b>Deliverable/Measurement:</b> Support river-adjacent businesses through coordination, promotion, or technical assistance; establish 1 new river-based activation or service.</p> <p><b>Desired outcome:</b> More active, economically viable riverfront that supports existing businesses and strengthens downtown as a destination.</p>	Q1-Q2	ED / Design Committee	\$0 - 2000
	<p><b>Great Loop tourism concept</b></p> <p><b>Deliverable/Measurement:</b> Develop 1 Great Loop-specific tourism concept; engage Great Loopers or related organizations; create at least 1 looper-targeted resource.</p> <p><b>Desired outcome:</b> Increased visitation and overnight stays from Great Loop travelers; positioning LaBelle as a welcoming stop.</p>	Q1-Q4	ED / Design Committee	\$0-\$500

# Transformation Strategy 4: Tell LaBelle's Story & Build Identity

**Strengthen downtown identity through storytelling, culture, and heritage-based promotion.**

## Objectives

- Establish a consistent narrative for LaBelle.
- Use history and culture as economic and promotional tools.
- Increase community pride and engagement

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
<b>ECONOMIC VITALITY</b>	<p><b>Stand up CLG (Certified Local Government)</b></p> <p><b>Deliverable/Measurement:</b> Complete all steps to formally establish CLG status with the State of Florida.</p> <p><b>Desired outcome:</b> Ability to compete for historic preservation grant funding; stronger preservation framework and credibility.</p>	Q2-Q4	Economic Committee / ED	\$0
<b>PROMOTION</b>	<p><b>Develop and implement comprehensive marketing plan</b></p> <p><b>Deliverable/Measurement:</b> Develop and adopt one comprehensive marketing plan; establish consistent branding and messaging.</p> <p><b>Desired outcome:</b> Clear, professional, consistent public presence; improved awareness of downtown programs &amp; events.</p>	Q1-Q2	Promotions Committee	\$2,000
<b>DESIGN</b>	<p><b>Incorporate storytelling into physical elements</b></p> <p><b>Deliverable/Measurement:</b> Integrate storytelling into murals, signage, flags, and other physical elements; develop standardized storytelling theme/framework for use in installations.</p> <p><b>Desired outcome:</b> Downtown spaces communicate LaBelle's history and identity in visible, engaging ways; strengthened sense of place and visitor experience.</p>	Q2-Q4	ED	\$0 - \$3000

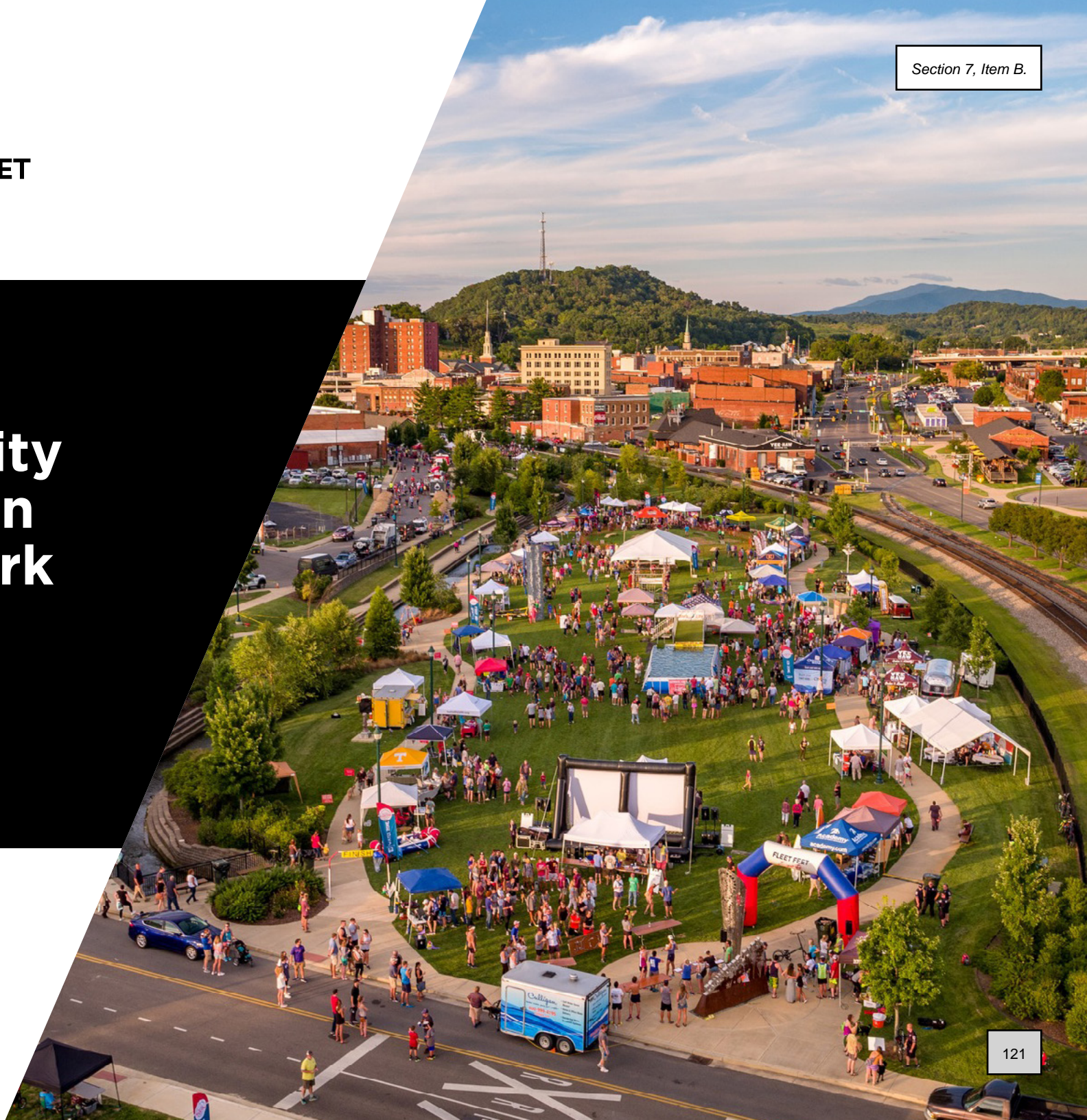
Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
DESIGN	<p><b>Fund new historic survey</b></p> <p><b>Deliverable/Measurement:</b> Secure funding commitments for a new historic survey to update and modernize LaBelle's historic resource inventory.</p> <p><b>Desired outcome:</b> Funding pathway established to support preservation, planning, and redevelopment efforts.</p>	Q2-Q4	Design Committee & ED	GRANT FUNDING
PROMOTION	<p><b>Continue website development (historic engagement features)</b></p> <p><b>Deliverable/Measurement:</b> Launch new historic engagement features including historic stories or assets.</p> <p><b>Desired outcome:</b> Increased public engagement with LaBelle's history and stronger digital access to cultural resources.</p>	Q2-Q4	Promotions Committee	STAFF TIME
PROMOTION	<p><b>Community flag legacy program</b></p> <p><b>Deliverable/Measurement:</b> Purchase and rotate an American flag around the community; community flag donated at Smoke Under the Oaks 2027.</p> <p><b>Desired outcome:</b> Symbolic community-owned element that reinforces local identity and creates a meaningful legacy moment tied to a signature event.</p>	Q1-Q4	ED	\$100 - \$200
PROMOTION	<p><b>Create and distribute LaBelle-themed novelty items</b></p> <p><b>Deliverable/Measurement:</b> Design and produce 2-4 new LaBelle-themed novelty items; sell through LDRC shop, events, or partners; generate earned revenue.</p> <p><b>Desired outcome:</b> Increased earned revenue and brand visibility while reinforcing LaBelle's identity.</p>	Q1-Q4	ED	\$0 - \$1000
PROMOTION /DESIGN	<p><b>Build support for paddleboat park</b></p> <p><b>Deliverable/Measurement:</b> Conduct stakeholder meetings; develop concept brief and letters of support for partner endorsements.</p> <p><b>Desired outcome:</b> Broad stakeholder alignment and documented support positioning the paddleboat park for future funding and implementation.</p>	Q2-Q4	ED	\$200

Initiatives				
Approach	Initiative (deliverable + desired outcome)	Timeline	Lead	Budget
ALL	<p><b>Explore rebuilding the Everett Hotel</b></p> <p><b>Deliverable/Measurement:</b> Conduct feasibility conversations with property owners, City, or developers; develop preliminary concept/feasibility outline; identify potential funding/redevelopment pathways.</p> <p><b>Desired outcome:</b> Clear understanding of redevelopment viability and next steps while preserving historic significance and assessing economic feasibility.</p>	Q1-Q3	ALL	STAFF TIME
ALL	<p><b>Complete Ft. Thompson Parklet</b></p> <p><b>Deliverable/Measurement:</b> Complete Ft. Thompson Parklet.</p> <p><b>Desired outcome:</b> Placemaking improvement that supports downtown identity and visitor experience.</p>	Q3-Q4	ALL	Staff Time
ALL	<p><b>Explore development of Captain Hendry House</b></p> <p><b>Deliverable/Measurement:</b> Conduct planning meetings with City, historians, and partners. Research comparable model. Develop concept outline.</p> <p><b>Desired outcome:</b> Clear concept and stakeholder alignment for transforming Captain Hendry house into history attraction that supports tourism, education, and heritage perservation.</p>	Q2-Q4	ED	\$0-\$3000



# Community Evaluation Framework Guide

NOVEMBER 2025



## Baseline Requirements

As detailed within the guide, some indicators are required as important foundational starting points for a program to qualify for the Accredited designation.

### The current Baseline Requirements are:

- A Board of Directors formed by a representative base of the district stakeholders and community members, dedicated to leading the district's Main Street program.
- Communities over 5,000 in population must employ an FTE program director. Communities under 5,000 in population must employ a 20-hour minimum per week program director.
- Identified Transformation Strategy to direct the work of the program, based on community input and market understanding.
- Detailed work plans aligned with the selected Transformation Strategy that outline programming across the Main Street Four Points. Work plans must include: the project, expected (measurable) outcomes, specific tasks needed to accomplish the project, assignments of those tasks showing volunteer and staff responsibilities, timelines, and budgets.
- A dedicated budget for the district's revitalization programming and the Main Street program's operations.
- Demonstrated support from municipality for the Main Street program. This can include leadership participation, funding, in-kind donations, and philosophical support.
- Reinvestment statistics reported as required by Coordinating Program (monthly, quarterly, or annually).
- Be a member in good standing with Main Street America, and appropriately use the MSA logo and Coordinating Program logo on its website and/or social media.
- An annual report, infographic, press release, or other documentation to explain the progress of your program last year.

**Local Programs that do not meet these baseline requirements are not eligible for Accreditation from Main Street America, though they may qualify for designation at the Affiliate level.**



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

**To:** Honorable Mayor and City Commission  
**Prepared By:** Jerika Mungillo  
**Date of Meeting:** April 9th, 2026  
**Date Submitted:** April 1st, 2026  
**Title of Agenda Item:** Certified Local Government Program  
**Agenda Location:** [Provided by City Clerk]

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**Report in brief:** Resolution requested authorizing allocation of staff time to coordinate with the State of Florida to establish Certified Local Government status.

**Staff Comments:**

**Fiscal Impact:**

**Recommended Actions:**

**CITY OF LABELLE  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE,  
FLORIDA, DIRECTING CITY STAFF TO WORK WITH THE LABELLE  
DOWNTOWN REVITALIZATION CORPORATION AND OTHER APPROPRIATE  
PARTNERS TO EXPLORE AND IMPLEMENT PARTICIPATION IN THE  
CERTIFIED LOCAL GOVERNMENT PROGRAM; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the City of LaBelle recognizes the importance of preserving, protecting, and promoting its historic resources, heritage, and unique sense of place; and

**WHEREAS**, the Certified Local Government Program is a federal and state partnership administered in Florida through the Florida Division of Historical Resources to support local historic preservation efforts; and

**WHEREAS**, participation in the Certified Local Government Program can provide the City of LaBelle with additional tools, guidance, training, technical assistance, and access to certain preservation grant opportunities; and

**WHEREAS**, the LaBelle Downtown Revitalization Corporation has expressed its willingness to assist in the exploration and development of a Certified Local Government program for the City of LaBelle; and

**WHEREAS**, the City Commission finds that it is in the best interest of the City to direct staff to work collaboratively with the LaBelle Downtown Revitalization Corporation and other appropriate partners to evaluate the requirements for participation and take reasonable steps toward implementation.

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

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Direction to Staff.** The City Commission hereby directs appropriate City staff to work with the LaBelle Downtown Revitalization Corporation, the Florida Division of Historical Resources, and any other appropriate partners or stakeholders to explore, prepare for, and undertake the steps necessary for the City of LaBelle to pursue participation in the Certified Local Government Program.

**Section 3. Scope of Work.** Such efforts may include, but are not limited to, reviewing program requirements, evaluating existing local preservation policies and procedures, identifying any needed ordinances or board structures, coordinating with relevant organizations and agencies, and presenting recommendations to the City Commission for further consideration and action.

**Section 4. No Immediate Financial Obligation.** Nothing in this Resolution shall be construed as obligating the City to expend funds except as may be separately approved by the City Commission.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY ADOPTED in regular session this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA**

By: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
City Attorney

## **FLORIDA CERTIFIED LOCAL GOVERNMENT GUIDELINES**

### **INTRODUCTION**

Since its initial enactment by Congress in 1966, and through its subsequent amendment, the National Historic Preservation Act, as amended (16 U.S.C. 470, et. seq.) has established a program of identification, evaluation, and protection of historic and prehistoric properties based on the National Register of Historic Places. The act also has formalized roles for a decentralized historic preservation partnership that includes federal, state, tribal, and local governments. Part of the national program is carried out by the states, under the direction of the National Park Service of the Department of Interior. Participating states receive funding assistance in the form of annual grants from the federal Historic Preservation Fund to support their efforts. Funds are normally used to support the programs of the State Historic Preservation Office. A portion of these funds may be regranted in the form of subgrants for survey and planning and community education activities.

The National Historic Preservation Act, as amended (16 U.S.C. 470 et. seq.), also contains the legal basis for the federal-state-local preservation partnership commonly referred to as the Certified Local Government program. The Act directs the State Historic Preservation Officer and the Secretary of the Interior to establish procedures for the certification of local governments to participate in this partnership. This document contains Florida's procedures.

Under the Certified Local Government program, the State: 1) delegates certain limited responsibilities to those local governments that meet specific qualifications for certification, and 2) provides, from its annual Historic Preservation Fund apportionment, on a competitive basis, limited grant-in-aid funding to assist certified local governments in carrying out the responsibilities so delegated.

The purpose of these guidelines is to set forth: 1) the requirements and responsibilities of participation in the Certified Local Government program, and 2) the procedures for certification of local governments and for transfer of federal grant funds to participating Certified Local Governments.

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## FLORIDA CERTIFIED LOCAL GOVERNMENT GUIDELINES

### A. Definitions

1. **Appropriate Chief Elected Local Official:** the mayor, county executive, or otherwise titled administrative official who is the head of the local political jurisdiction, which is the Certified Local Government.
2. **Commission:** a board, council, commission, or other similar collegial body which is established in accordance with Section B.2. of these guidelines.
3. **Designation:** the identification and registration of properties for protection that meet criteria established by the State or the locality for significant historic and prehistoric resources within the jurisdiction of a local government. Designation includes the identification and registration of resources according to the State or local criteria which must be consistent with the Secretary of the Interior's Standards for Identification and Registration. Adoption of the National Register criteria is encouraged.
4. **Florida Master Site File:** the state's clearinghouse for information on archaeological sites and historic structures, and field surveys of such sites and structures. It is a system of several paper and computer files maintained by the Division of Historical Resources, Florida Department of State.
5. **Historic Preservation Fund:** the source from which monies are appropriated to fund the program of matching grants-in-aid to the states for historic preservation programs and projects, as authorized by Section 101(d)(1) of the National Historic Preservation Act, as amended.
6. **Local Government:** the city, county, township, municipality, or any other general purpose political subdivision in the state.
7. **National Register of Historic Places:** the national list of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture, maintained by the Secretary of the Interior under authority of Section 101(a)(1)(A) of the National Historic Preservation Act, as amended.
8. **Protection:** the local review process under State or local law for proposed demolition or, changes to, or other action that may affect historic properties designated pursuant to a local government becoming a Certified Local Government. The CLG's local protection review process of the Act applies only to properties designated pursuant to State or local laws and procedures. This would not include properties listed on or determined eligible for the National Register of Historic Places unless such properties also were designated under the appropriate State or local process.
9. **State Historic Preservation Officer:** the official designated pursuant to s.267.031(7), Florida Statutes, to administer the state historic preservation program established for the purpose of carrying out the provisions of the National Historic Preservation Act of 1966, as amended.

### B. Requirements

The following requirements are contained in 36 CFR Part 61, the implementing regulations for the National Historic Preservation Act, as amended (16 U.S.C. 470). Local governments desiring to become and remain Certified Local Governments must meet all of the following requirements:

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**1. Enforce appropriate state or local legislation for designation and protection of historic properties.** In the absence of state legislation, this requirement shall be met by the enactment of local legislation containing the following provisions:

- a) The purpose of the legislation shall be clearly stated and shall include authority for appointment of a Commission to be responsible for the designation and protection of historic properties.
- b) The legislation must clearly define criteria and a process the same as or substantially the same as that identified in the National Historic Preservation Act of 1966, (U.S.C. 470 et. seq.), as amended, for the designation of historic properties. The legislation shall state that boundaries for any historic districts or individual properties identified in or by the mechanisms contained in the legislation must be clearly established.
- c) The legislation shall provide for the authority for and the establishment of a process for the review and rendering of a decision upon all proposed alterations, relocations, demolitions or new construction within the boundaries of historic districts established under the legislation or which may directly affect historic properties designated under the legislation. This authority shall include provisions for delay of demolition but not for the indefinite stay of a demolition.
- d) The criteria for the review of proposals for alterations, relocations, demolitions and new construction shall be clearly set forth in the legislation and, in the case of alterations, shall achieve the purposes of the *Secretary of the Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.
- e) The legislation shall include provisions for enforcing decisions, including penalties for non-compliance. A right of and mechanism for appeal must exist in the legislation.
- f) Specific time frames for reviews and for consideration of alternatives should be identified.
- g) Provisions for public and owner notification and public hearings for designation and project reviews shall be established, per B.4., below.

**2. The local government shall establish a historic preservation review commission (Commission) composed of professional and lay members** in accordance with paragraph B.2.c., below.

- a) Each Certified Local Government shall have a Commission with a minimum of five (5) members, whose area of geographic responsibility is coterminous with the boundaries of its local jurisdiction. For communities with a population less than 10,000, the minimum number of members may be reduced but shall not be less than three (3) members. All commission members must have a demonstrated interest in historic preservation.
- b) Appointments shall be made by the appropriate local official of the jurisdiction concerned.
- c) To the extent available in the community, the local government shall appoint professional members from the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation, and landscape architecture or related disciplines to the extent such professionals are available in the community concerned (see Appendix A, Professional Qualifications Standards). The Professional Qualifications Standards in Appendix A are no more stringent than the standards for membership on the National Register Review Board. Lay persons who have demonstrated special interest, experience, or knowledge in

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history, architecture, or related disciplines shall make up the balance of Commission membership as provided for in Section B.2.e. in the event that there are not enough professionals in the community.

- d) Commission members should be residents of the jurisdiction for which they serve.
- e) Local governments shall be certified without the minimum number or types of disciplines represented on the Commission if they can demonstrate to the State Historic Preservation Officer that they have made a reasonable effort to fill those positions. Reasonable effort means that the local government has documented that (a) professionals in the required disciplines do not reside nor are property or business owners in the jurisdiction, or (b) local professionals are not willing to serve on the Commission, and (c) in the case of a Commission with fewer than the minimum numbers of members established in B.2.a., that no other lay persons meeting the requirements of B.2.c. are available to serve.
- f) The terms of office of Commission members shall be uniform and staggered, and of at least two but not more than five years' duration (except as provided on the initiation of a Commission). There is not necessarily a limit on the number of consecutive terms which may be served.
- g) Vacancies, including expired terms, shall be filled within 60 calendar days by the appropriate local official. An extension of up to an additional 60 calendar days shall be granted by the State Historic Preservation Officer upon receipt of a written request from the appropriate local official for such extension.
- h) Commission meetings shall be held as often as is necessary to complete commission work in a timely fashion, but no less than four meetings shall be held each year and minutes of each meeting shall be kept.
- i) Each Commission member should make a reasonable effort to attend State Historic Preservation Office training programs.
- j) The Commission shall review alterations, relocations, demolitions and new construction or other activities that may affect locally designated properties. The Commission shall review proposed National Register nominations within its jurisdiction. When a discipline is not represented in the Commission membership, the Commission shall seek expertise in this area when considering National Register nomination proposals and other actions that may impact properties which are normally evaluated by a professional in such discipline before rendering a decision. This can be accomplished through consulting (e.g., universities, private preservation organizations, or regional planning commissions) or by other means that the State Historic Preservation Officer determines appropriate.
- k) The legislation shall contain specific time limits within which the Commission shall act.
- l) The Commission shall have staff sufficient to undertake the requirements for certification and carry out the duties and responsibilities delegated to the Certified Local Government.
- m) The Commission shall adopt Rules of Procedure for use in all transactions involving the public.
- n) All Commission responsibilities must be complimentary to and carried out in accordance with the responsibilities of the State Historic Preservation Officer as described in 36 CFR 61.6, incorporated by reference.

- 3. The local government shall maintain a system for survey and inventory of historic properties.** The term "historic property" or "historic resource" means any prehistoric or historic district,

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site, building, structure, or object included in, or eligible for inclusion on the National Register, including artifacts, records, and material remains related to such a property or resource.

- a) The Certified Local Government shall initiate and continue an approved process to identify historic properties within the jurisdiction.
- b) A detailed inventory of the designated districts, sites, and structures within the jurisdiction of local government must be maintained. The local inventory system shall be developed in consultation with the Florida Master Site File to ensure that the data produced can be integrated into the statewide comprehensive historic preservation planning process, and should include at a minimum a completed Florida Master Site File form with an assigned Florida Master Site File number. This documentation also applies to the CLG Inventory. The address for the Florida Master Site File is: Florida Master Site File, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.
- c) All inventory material shall be kept: 1) safe, secure, and in an accessible location, 2) current, and 3) regularly provided to the State Historic Preservation Officer for incorporation into the Florida Master Site File.
- d) All inventory material shall be considered as public records and shall be available for public inspection per s.119.07, Florida Statutes, except as provided for in Section 304 of the National Historic Preservation Act of 1966, as amended (16 USC 470).
- e) Commission members shall be encouraged to participate in the survey process and in preservation planning carried out by the Certified Local Government.

#### **4. Local governments shall provide for public participation in local historic preservation programs, including the process of recommending properties for nomination to the National Register.**

- a) All Commission meetings shall be publicly announced, open to the public and have a previously advertised agenda. Commission meetings shall be held as often as is necessary to complete commission work in a timely fashion, but not less than four meetings shall be held each year.
- b) Minutes of all actions of the Commission including reasons for making decisions, must be kept on file and available for public inspection, per s.286.011 Florida Statutes.
- c) All decisions by the Commission shall be made in a public forum, and applicants shall be given written notification of decisions of the Commission.
- d) Rules of Procedure adopted by the Commission shall be available for public inspection, per s.119.07, Florida Statutes.
- e) Appropriate local officials, owners of record, and applicants shall be notified of proposed Commission actions concerning a proposed nomination to the National Register of Historic Places according to requirements found in 36 CFR Part 60, incorporated by reference. Objections by owners of properties proposed for nomination must be notarized.

#### **5. Local governments shall satisfactorily perform the responsibilities listed in B.1. through B.4., above, and those specifically delegated to them by the State Historic Preservation Officer.**

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### C. Procedures

#### 1. Certification of Local Governments in Florida

- a) The appropriate local official shall request certification from the State Historic Preservation Officer. The request for certification shall include:
1. A written assurance by the appropriate official that the local government will fulfill all the requirements for certification. Requirements for certification include: enforcement of appropriate state or local legislation for designation and protection of historic properties, per B.1., above; establishment of a historic preservation review commission (Commission) composed of professional and lay members, per B.2., above; maintenance of a system for survey and inventory of historic properties, per B.3., above; provision for public participation in local historic preservation programs, including the process of recommending properties for nomination to the National Register, per B.4. above; and satisfactory performance of any additional responsibilities delegated to all Certified Local Governments in the state, and any other delegated responsibilities.
  2. A copy of the local legislation, per B.1., above.
  3. A map of the local government jurisdiction with any and all existing designated historic districts and individual historic properties clearly identified. Inclusion of these properties within the jurisdiction of the Certified Local Government shall be clearly demonstrated. This map shall be updated regularly through the incorporation of additions and deletions of districts and individual properties, and alterations of historic district boundaries.
  4. A copy of the Commission's Rules of Procedure.
  5. Resumes for each member of the Commission including, where appropriate, credentials or member expertise in fields related to historic preservation, per B.2.c., above, and Appendix A, below.
  6. Resumes for staff members, if there is professional staff.
- b) The State Historic Preservation Officer shall respond to the appropriate local official within 45 calendar days after receipt of an adequately documented written request for certification. The State Historic Preservation Officer will review the request and certify by letter of certification if the government fulfills the requirements. The State Historic Preservation Officer will prepare a written certification agreement which lists the specific responsibilities of the local government when certified. The written request, letter of certification and signed certification agreement by the State Historic Preservation Officer and the chief elected local official as well as a signed review checklist by the state shall be forwarded to the Secretary of the Interior by the State Historic Preservation Officer. If the Secretary of the Interior does not object within 15 working days after receipt, the State Historic Preservation Officer's certification of the local government to participate in the national historic preservation program shall be effective the date signed by the National Park Service.
- c) The State Historic Preservation Officer shall respond to the appropriate local official within 45 working days after receipt of a documented written request which is inadequate. The State Historic Preservation Officer shall indicate how inadequacies can be corrected in this notification.

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- d) Amendments to the delegation of responsibilities provided in the certification agreement shall be initiated by mutual agreement of the State Historic Preservation Officer and the local government. The amendment shall be prepared by the State Historic Preservation Officer and submitted to the Secretary of the Interior. If the Secretary of the Interior does not object within 15 working days after receipt, the amendment to the certification agreement shall be effective.
- e) The local government may appeal a denial of certification by the State Historic Preservation Officer to the Secretary of Interior.

**2. Monitoring Certified Local Governments/Process for Decertification/Local Government Appeal.**

- a) Once a local government is certified, it remains certified without further action unless officially decertified.
- b) The State Historic Preservation Office shall conduct periodic reviews and monitoring of Certified Local Governments to assure that each government is meeting the requirements for certification. Reviews shall be conducted at least once every four years, but may be conducted more frequently at the discretion of the State Historic Preservation Officer if deemed appropriate. Reviews shall be preceded by notice of at least 30 days.
- c) The Certified Local Government will supply at least 30 calendar days' advance notice of Commission meetings to the State Historic Preservation, Officer.
- d) A Certified Local Government is responsible for providing the State Historic Preservation Officer with particular information at frequent intervals. In addition to advance notice of meetings, Certified Local Governments shall submit the minutes of each Commission meeting, attendance at Commission meetings, and appointments to the Commission within 30 days after such actions. The Certified Local Government shall also inform the State Historic Preservation Officer about any new historic designations or alterations of existing designations immediately. Proposed amendments of the local historic preservation ordinance shall be submitted to the State Historic Preservation Officer for review and comment at least 30 days prior to the date scheduled for adoption.
- e) The Certified Local Government shall submit an annual report and other documents as necessary to the State Historic Preservation Officer. The annual report shall include any amendments to the local historic preservation ordinance, changes in Rules of Procedure, a summary of Commission activities including but not limited to the number of proposals reviewed, new designations, revised resumes, appointments to the Commission, a review of survey and inventory activity with a description of the system used, as well as a progress report on grant-assisted activities. The annual report is due by November 1 and shall cover the previous October 1 - September 30 year. It will be reviewed by the State Historic Preservation Officer within 30 calendar days after receipt.
- f) The State Historic Preservation Officer shall review expenditures of funds allocated as historic preservation grants-in-aid pursuant to C.3., Transfer of Funds, below.
- g) Review of the historic preservation grants-in-aid expenditures, as well as review of the annual report, shall form the basis of the State Historic Preservation Officer's evaluation of the Certified Local Government.

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- h) If the State Historic Preservation Officer's evaluation of a Certified Local Government indicates inadequate performance, that assessment will be documented, and ways to improve performance to acceptable levels shall be delineated by the State Historic Preservation Officer. The Certified Local Government shall have a sufficient period of usually not less than 30 nor more than 180 days to implement the improvements. If, at the end of this period, the State Historic Preservation Officer determines that sufficient improvement has not occurred, the State Historic Preservation Officer will recommend decertification of the local government to the Secretary of the Interior, citing specific reasons for the recommendation.
- i) Local governments may petition the State Historic Preservation Officer to be decertified voluntarily and without prejudice
- j) Grounds for investigations of decertification shall include revocation of the local ordinance, failure to comply with provisions incorporated into the local ordinance, failure to maintain a Commission, failure to maintain a survey and identification program, failure to provide for adequate public participation in the local historic preservation program, and failure to keep the State Historic Preservation Officer informed about Certified Local Government activities and actions.
- k) The local government may appeal a decertification decision of the State Historic Preservation Officer to the Secretary of the Interior. Upon decertification, the State Historic Preservation Officer shall conduct financial assistance closeout procedures as specified in The Historic Preservation Fund Grants Manual.

**3. Transfer of Funds.**

- a) Each Certified Local Government is eligible to request a portion of funds reserved from Florida's annual Historic Preservation Fund grant apportionment on a competitive basis. Selection criteria for such competition will be announced at least two months prior to the grant selection meeting.
  - 1. At least ten percent of Florida's annual Historic Preservation Fund Grant will be reserved for certified local governments.
  - 2. Any year in which the annual Historic Preservation Fund state grant appropriation for all states exceeds \$65,000,000, one half of the excess shall also be transferred to Certified Local Governments according to procedures to be provided by the Secretary of the Interior.
  - 3. There is no guarantee that Certified Local Governments will receive Historic Preservation Funds if they apply for such funds. Further, receipt of historic preservation regrant funding from the Florida State Historic Preservation Office is not assurance that funds will be available the following year or that a Certified Local Government will receive grant funding the following year.
- b) Each Certified Local Government which makes application for funds from Florida's annual Historic Preservation Fund apportionment is required by the Secretary of the Interior to:
  - 1. Maintain adequate financial management systems. Local financial management systems shall be in accordance with the standards specified in OMB Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments." Local financial management systems shall be

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auditable in accordance with OMB Circular A-133. Local financial management systems will be periodically evaluated by the State Historic Preservation Officer.

2. Adhere to all requirements of the Historic Preservation Fund Grants Manual.
  3. Adhere to any requirements mandated by Congress regarding the use of such funds. The State Historic Preservation Officer will advise Certified Local Governments of such requirements and will include a summary of such information in the materials made available to Certified Local Governments making application for funds, per C.3.c., below.
- c) The requirements listed in C.3.b., above, shall be used by the State as minimum requirements for local governments receiving Historic Preservation Funds; they also shall be included in the State's required written grant agreement with the local government.
- d) Certified Local Governments shall make applications for funds described in Federal Requirements and in C.3.a., above, on the time schedule and using the procedures identified in Chapter 1A-39, Florida Administrative Code, Rules of the Department of State, Historic Preservation Grants-in-Aid (See Appendix B). As applicants for shares of the reserved portion of Florida's Historic Preservation Fund annual apportionment, Certified Local Governments will follow procedures for applying for federal funds identified in Federal Requirements and in Subsection 1A-39.007, Florida Administrative Code. Certified Local Governments which are awarded funds under these rules and during other special application periods allowed for under the rules will be considered subgrantees of the Florida State Historic Preservation Office.
- e) Funds made available to Certified Local Governments from the reserved portion of Florida's annual Historic Preservation Fund apportionment shall be awarded on a competitive basis, per C.3.d., above, for historic preservation survey and planning, and community education activities. When evaluating Certified Local Government grant applications, the State shall:
1. Provide that the amount awarded any applicant must be sufficient to produce a specific impact.
  2. Ensure that the funds awarded will be sufficient to generate effects directly as a result of the funds transfer.
  3. Note that requirements for tangible results may not be waived even if there are many otherwise eligible applicants for the amount set aside for the Certified Local Governments share.
  4. Ensure that no Certified Local Government will receive a disproportionate share of the allocation.
- f) Submission of an application for a portion of Florida's annual Historic Preservation Fund apportionment, whether successful or not, shall not preclude or in any manner disqualify the Certified Local Government making such application from consideration for other state grant or federal regrant funds available under the terms of Chapter 1A-39, Florida Administrative Code, referenced in C.3.d., above.
- g) Historic Preservation regrant funding cannot be matched by other Federal Program grants, with the exception of Community Development Block Grant funds, as specified in Section 105(a)(9) of the Housing and Community Development Act of 1974, P.L. 93-388. Historic Preservation Fund regrants to Certified Local Governments

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must be used for activities which further the goals of identification, evaluation, protection, and preservation of cultural resources.

- h) Use of Historic Preservation regrant funding will be subject to all existing restrictions imposed by the Historic Preservation Fund Grants Manual. In accordance with the requirements of the manual, indirect costs may be charged as part of the Certified Local Government grant only if the Certified Local Government subgrantee meets the requirements of the Manual and has a current indirect cost rate approved by the cognizant Federal agency. Otherwise, only direct costs may be charged.

### **4. Certified Local Government Participation in the Florida National Register of Historic Places Nomination Process.**

- a) The Commission complements the Florida National Register Review Board in the review of proposed nominations to the National Register. Sponsors of National Register nomination proposals located in areas served by a Certified Local Government shall have their proposals reviewed at the local level. Proposals for properties in areas not served by a Certified Local Government shall be reviewed by the Florida National Register Review Board. Nomination proposals submitted to the State Historic Preservation Officer for consideration by the Florida National Register Review Board will be reviewed to ascertain if they are located in an area served by a Certified Local Government. If a Certified Local Government serves the area, the State Historic Preservation Officer shall forward the nomination proposal to the local Commission.
- b) The local Commission will develop or receive the documentation necessary to nominate properties to the National Register. The Commission shall evaluate nomination proposals received for completeness in a timely manner. Should the nomination proposal not be technically complete, the Commission shall notify the proposal's sponsor in writing, identifying the technical deficiencies, within 30 days after receipt of the nomination proposal. If the nomination proposal is technically complete, the Commission shall place the item on its agenda for the next meeting or, should notification provisions outlined in C.4.c., below, make this impossible, for the earliest possible regular meeting.
- c) The Commission shall notify the following of its intention to consider a nomination proposal. In all cases, such notification shall occur at least 30 days but not more than 75 days prior to the Commission meeting at which the nomination proposal will be considered.
1. Owner(s) of record of the property. The list of owners shall be obtained from official tax records. Where there is more than one owner on the list, each separate owner shall be notified.
  2. Appropriate local official(s). In the case of a Commission whose area of jurisdiction is a county, these will be the Chairman of the Board of County Commissioners and such other contact persons as may be designated, and the appropriate local official of a municipality if the property to be considered is located within municipal boundaries. In the case of a Commission whose area of jurisdiction is a municipality, this will include the appropriate municipal official(s) and the Chairman of the Board of County Commissioners. Within 30 days after receipt of the nomination proposal, the appropriate local official(s) shall submit in writing to

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the Commission a recommendation as to whether or not the property shall be nominated to the National Register.

3. State Historic Preservation Officer.
- d) Nomination proposals shall be considered by the Commission at a public meeting, and all votes on nomination proposals shall be recorded and made a part of the permanent record of the Commission meeting. All nomination proposals shall be forwarded, with a record of official action taken by the Commission and the recommendation of the appropriate local official(s), to the State Historic Preservation Officer within 30 days after the Commission meeting at which they were considered. If either the Commission or appropriate local official(s) or both support the nomination, the State Historic Preservation Officer shall schedule the nomination proposal for consideration by the Florida National Register Review Board as part of the normal course of business at the next regular meeting. The consideration of the nomination will be handled pursuant to Section 101(a) of the National Historic Preservation Act (and 36 CFR 60).
- e) If both the Certified Local Government Commission and appropriate local official(s) recommend that a property not be nominated to the National Register, the State Historic Preservation Officer shall take no farther action on the nomination proposal unless an appeal is filed within 30 calendar days with the State Historic Preservation Officer. Any reports and recommendations that result from such a situation shall be included with any nomination proposal submitted by the State Historic Preservation Officer to the Secretary of the Interior.
- f) Any person or organization which supports or opposes the nomination of a property to the National Register shall be afforded the opportunity to make its views known in writing. All such correspondence regarding a nomination proposal shall become part of the permanent record concerning that proposal and shall be forwarded with approved proposals to the State Historic Preservation Officer. In the case of disapproved nomination proposals, letters of support or comment shall be made a part of the permanent record concerning that proposal, and a list of such letters shall accompany the official copy of the disapproved nomination proposal when it is forwarded to the State Historic Preservation Officer, per C.4. above
- g) Nomination proposals to be considered by the Commission shall be on file at Commission headquarters for at least 30 days but not more than 75 days prior to the Commission meeting at which they will be considered. A copy shall be made available by mail when requested by the public and shall be made available at a location of reasonable local public access, such as a local library, courthouse, or other public place so that written comments regarding a nomination proposal can be prepared.
- h) Appeals. Any person may appeal the decisions of a local Commission. Appeals shall be directed to the State Historic Preservation Officer in writing within 30 calendar days of the State Historic Preservation Officer's receipt of the written decision of the Commission. Nominations or proposals which have been appealed shall be considered by the Florida National Register Review Board as part of the normal course of business at its next regular meeting. If the opinion of the Florida National Register Review Board is that the property or properties is or are significant and merit nomination to the National Register, the State Historic Preservation Officer shall notify the Commission, within 30 days after the National Register Review Board meeting, of

**FLORIDA CERTIFIED LOCAL GOVERNMENT GUIDELINES**

its intent to forward the nomination to the National Register with a recommendation that the property or properties be listed. The State Historic Preservation Officer reserves the right, as in the case of any nomination proposal from a source other than a Certified Local Government, to edit or revise the nomination proposal or request that the sponsor make necessary revision prior to forwarding the proposal to the National Register. Other appeal procedures promulgated by the National Park Service, Department of the Interior, pertaining to local or state actions shall be followed by Certified Local Governments and by the State Historic Preservation Officer. Decisions of the State Historic Preservation Officer may be appealed to the National Park Service in accordance with the procedures in 36 CFR 60.12.

- i) Certified Local Government review and notification procedures do not apply when a Federal agency nominates a property under its ownership or control. Certified Local Governments are encouraged to coordinate with Federal agencies to the extent practical, however, in the consideration of such nominations. [36 CFR (c) (d) provide regulatory guidance regarding Federal reviews and comment periods.]

## APPENDIX A

### PROFESSIONAL QUALIFICATIONS STANDARDS

In the following definitions, a year, of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of fulltime or part-time work adding up to the equivalent of a year of full-time experience. Those Commission members in historic preservation-related disciplines shall have educational backgrounds and experience comparable to the qualifications required for the disciplines below. These will be updated as appropriate if the Secretary of the Interior's Historic Preservation Professional Qualification Standards change.

- A. History.** The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:
1. At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
  2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
- B. Archaeology.** The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus:
1. At least one year full-time professional experience or equivalent specialized training in archaeological research, administration or management.
  2. At least four months of supervised field and analytic experience in general North American archaeology; and
  3. Demonstrated ability to carry research to completion.
- In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of fulltime professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of fulltime professional experience at a supervisory level in the study of archaeological resources of the historic period.
- C. Architectural History.** The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:
1. At least two years of full-time experience in research, writing or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
  2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.
- D. Architecture.** The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a State license to practice architecture
- E. Historic Architecture.** The minimum professional qualifications in historic architecture are a professional degree in architecture; or a State license to practice architecture plus one of the following:
1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
  2. At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

APPENDIX C

APPLICATION FOR CERTIFICATION  
FLORIDA CERTIFIED LOCAL GOVERNMENT PROGRAM

Mail completed application to:

Survey and Registration Section  
Bureau of Historic Preservation  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, Florida 32399-0250

Instructions:

1. Please use this application form.
2. Please print or type all responses.
3. Make sure all forms are signed.
4. Submit one complete set of all application materials.
5. Incomplete applications will be returned.

1. Local Government Name: \_\_\_\_\_

2. County: \_\_\_\_\_

3. Contact (Name/Title/Address/Phone): \_\_\_\_\_

\_\_\_\_\_

4. Appropriate Local Official (Name/Title/Address/Phone/E-Mail/Fax): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Historic Preservation Review Commission (Name/Address/Phone): \_\_\_\_\_

\_\_\_\_\_

6. Time and Place of Regular Review Commission Meetings: \_\_\_\_\_

\_\_\_\_\_

**APPLICATION FOR CERTIFICATION**

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7. Briefly describe how the membership requirements for historic preservation commissions have been satisfied. Be sure to address to what extent professionals are available in the community and the positive involvement in historic preservation of the professional members. PLEASE SEE PAGES 4 AND 5 OF THIS APPLICATION.

8. Briefly describe your system for survey and inventory of local historic resources.

**APPLICATION FOR CERTIFICATION**

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9. Briefly describe how the local government intends to participate in the National Register program and detail how public participation requirements will be carried out in the local government's review of National Register nomination proposals.

10. Briefly describe why you are seeking certification.

11. Are you planning to apply for Certified Local Government subgrants? YES \_\_\_\_\_  
NO \_\_\_\_\_  
If yes, briefly describe the purpose of the proposed Certified Local Government subgrant request.

**APPLICATION FOR CERTIFICATION**

Membership of Review Commission

Name and Profession

Term Expires

- 1. Chairperson \_\_\_\_\_
- 2. Member \_\_\_\_\_
- 3. Member \_\_\_\_\_
- 4. Member \_\_\_\_\_
- 5. Member \_\_\_\_\_
- 6. Member \_\_\_\_\_
- 7. Member \_\_\_\_\_



APPLICATION FOR CERTIFICATION

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Are you or have you ever been a member of any other government board or commission?

NO \_\_\_\_\_ YES \_\_\_\_\_ Please list and indicate term(s) of service:

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**Certified Local Government Ordinance Internal Checklist**

**APPLICATION FOR CERTIFICATION**

**B.1. Requirements of Ordinance**

Requirements	Ordinance Citation
a) Purpose clearly stated	_____
b) Authority for appointment of suitable commission	_____
c) Criteria for designation of historic properties clearly defined (shall be based on and consistent with the criteria used by the National Register)	_____
d) Clearly defined process for designation of historic properties including the consequences of designation	_____
e) Boundaries for historic districts and individual properties identified in the ordinance are clearly established	_____
f) Authority for the Review Commission to review and render a decision on all proposed alterations, demolitions, relocations, and new construction within the boundaries designated by the ordinance or which directly affect designated properties	_____
g) Provisions for the delay of demolitions, but not for the indefinite stay of a demolition	_____
h) Criteria for the review of proposals for alterations, new construction, relocations and demolitions clearly set forth in the ordinance (alterations shall achieve the purpose of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings)	_____
i) Provisions for enforcing decisions	_____
j) Penalties for non-compliance	_____
k) Specific time frames for reviews	_____
l) Right of appeal	_____
m) Specific time frames for consideration of development proposals	_____

**B.2. Commission**

**Requirements**

**Ordinance Citation**

a) Minimum of five (5) members (minimum of three (3) members if a population less than 10,000)	_____
b) Area of geographic responsibility coterminous with the boundaries of local jurisdiction	_____
c) Appointments made by appropriate local official or appropriate governing body	_____
d) Commission members are residents of the jurisdiction which they serve	_____
e) Terms of office staggered	_____
f) Terms of office at least two (2) years, but not more than five (5) years	_____
g) Provisions by appropriate local official or appropriate governing body to fill vacancies within sixty (60) days	_____
h) Provisions for at least four (4) meetings per year at regular intervals	_____
i) Provisions for recording minutes of each meeting	_____
j) Provisions for Commission to attend pertinent informational or education meetings, workshops and conferences	_____
k) Provisions for Commission review of proposed National Register nominations within its jurisdiction	_____
l) Provisions for seeking expertise on proposals or matters requiring evaluation by a profession not represented on the Commission	_____
m) Staff sufficient to undertake the requirements for certification and carry out delegated responsibilities	_____
n) Rules of Procedure adopted by Commission	_____
o) Commission responsibilities complementary to those of the State Historic Preservation Office	_____

**B.3. Survey and inventory of Historic Properties**

Requirements	Ordinance Citation
a) Provisions to initiate and continue an approved process of identification of historic properties within the jurisdiction of the Commission (inventory materials shall be compatible with the Florida Site File)	_____
b) Provision to maintain a detailed inventory of designated districts, sites and structures within the jurisdiction of the Commission	_____
c) Inventory material open to the public	_____
d) Provisions to update inventory materials periodically	_____
e) Assurance that duplicates of all inventory materials will be provided to the State Historic Preservation Office	_____
f) Provisions to encourage the Commission members to participate in survey and planning activities of the Certified Local Government	_____

**B.4. Public Participation**

Requirements	Ordinance Citation
a) Provisions that Commission meetings will be publicly announced	_____
b) Provisions that Commission meetings will be open to the public	_____
c) Provisions that Commission meetings will have a previous advertised agenda	_____
d) Provisions to make meeting records available to the public	_____
e) Provisions that all Commission decisions will be given in a public forum	_____
f) Rules of Procedure adopted by the Commission must be available for public inspection	_____
g) Provisions assuring that appropriate local officials, owners of record, and applicants shall be given a minimum of thirty (30) calendar days and not more than seventy-five (75) calendar days' prior notice to Commission meetings in which to comment on or object to the listing of a property in the National Register	_____

- h) Objections by property owners must be notarized to prevent nomination to the National Register \_\_\_\_\_
- i) Provisions for public and owner notification for designation \_\_\_\_\_
- j) Provisions for public and owner notification for project reviews \_\_\_\_\_
- k) Provisions for public hearings for designations and project reviews \_\_\_\_\_

**B.5. Satisfactory Performance**

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Requirements	Ordinance Citation
a) Provide the State Historic Preservation Officer with thirty (30) calendar days prior notice of all meetings	_____
b) Submit minutes of each meeting to the State Historic Preservation Officer within thirty (30) calendar days	_____
c) Submit record of attendance of the Review Commission to the State Historic Preservation Officer within thirty (30) calendar days after each meeting	_____
d) Submit public attendance figures for each meeting to the State Historic Preservation Officer within thirty (30) calendar days of each meeting	_____
e) Notify the State Historic Preservation Officer of change in Commission membership within thirty (30) calendar days of action	_____
f) Notify State Historic Preservation Officer immediately of all new historic designations or alterations to existing designations	_____
g) Submit amendments to ordinance to the State Historic Preservation Officer for review and comment at least thirty (30) calendar days prior to adoption	_____
h) Submit an annual report by November 1 covering activities of previous October 1 through September 30	_____
i) Information to be included in annual report (at a minimum)	_____
1) A copy of the Rules of Procedure	
2) A copy of historic preservation ordinance	
3) Resume of Commission members	
4) Changes to the Commission	
5) New Local designations	
6) New National Register listings	
7) Review of survey and inventory activity with a description of the system used	
8) Program report on each grant-assisted activity	
9) Number of projects reviewed	

**C.I. Procedures (Certification material contained in this submission)**

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**Requirements**

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- a) A written assurance by the chief elected local official that the local government will fulfill all of the requirements of certification \_\_\_\_\_
- b) A copy of the local legislation \_\_\_\_\_
- c) A map of the area of jurisdiction of the Commission with any and all existing designated historic districts and individual historic properties clearly identified \_\_\_\_\_
- d) A copy of the Commission's Rules of Procedure \_\_\_\_\_
- e) Resumes for each member of the Commission \_\_\_\_\_
- f) Resumes for Commission staff members \_\_\_\_\_

**Certification**

I hereby certify that I have read the Florida Certified Local Government Guidelines and agree to comply with all terms and conditions set forth therein.

\_\_\_\_\_  
Chief Elected Local Official  
Title

\_\_\_\_\_  
Date

APPENDIX D

CERTIFIED LOCAL GOVERNMENT AGREEMENT

This Agreement by and between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and XXXXXX hereinafter referred to as the XXXXXX, relative to XXXXXX Certified Local Government Program, hereinafter referred to as the Program, is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_.

The protection and preservation of resources of historical, architectural, and archaeological value are public purposes and are essential to the health, safety and economic, educational, cultural and general welfare of the public.

This Agreement is for the purpose of implementing the Florida Certified Local Government Program in XXXXXX, State of Florida, so as to assist the local government to participate more fully in the federal historic preservation program.

Under the provisions of the Code of Federal Regulations, Title 36, Part 61, "Procedures for Approved State and Local Government Historic Preservation Programs," it is the responsibility of the Department, serving as the State Historic Preservation Office, to administer the Florida Certified Local Government Program in the State of Florida and to enter into this Agreement.

The provisions of the Florida Certified Local Government Guidelines, which are attached and are made a part of this Agreement, prescribe the minimum requirements established for the Program.

The XXXXXX has made application to the Department for participation in the Certified Local Government Program.

The application has been evaluated by the Department and, on the basis of that evaluation, has verified that the XXXXXX meets all federal requirements for certification as a Certified Local Government.

Therefore, in accordance with all applicable regulations, under the terms of this Agreement, the XXXXXX is hereby certified for participation in the Florida Certified Local Government Program.

The Department and the XXXXXX hereby agree as follows:

1. The Department shall provide the following general services:
  - a. Provide access to Florida Master Site File survey inventory information to assist the XXXXXX in maintaining a local inventory of historic resources.
  - b. Designate a staff member to handle communication between the XXXXXX, the Department and the National Park Service.
  - c. Offer orientation materials and technical assistance at the initiation of the Program for the Historic Preservation Review Commission and staff supporting the local Certified Local Government Program.
2. The Department shall perform the following services in accordance with, and as specified in, the Florida Certified Local Government Guidelines:

- a. Provide technical assistance regarding changes to or improvement of local landmark legislation.
  - b. Provide technical assistance in the development of a system for survey and inventory activity including, but not limited to: site identification, site evaluation, survey method, and record keeping.
  - c. As long as federal law requires, reserve at least 10% of the state's annual Federal Historic Preservation Fund Grant for award to Certified Local Governments on a competitive basis and notify Florida Certified Local Governments of the availability of these funds as per Section C.3.a., Florida Certified Local Government Guidelines.
  - d. Receive and process applications from Florida Certified Local Governments for matching grants-in-aid, from the 10% set aside funds as specified in Section C.3.b.-h., Florida Certified Local Government Guidelines. Solicitation, selection, award and administration of such grants shall be in accordance with Chapter 267, Florida Statutes, Chapter 1A-35, Florida Administrative Code, and all applicable federal laws and regulations.
  - e. Notify the XXXXXXX of and adhere to specified time frames for all National Register activities affecting properties within the Certified Local Government's jurisdiction as specified in Section C.4., Florida Certified Local Government Guidelines.
  - f. Per Section C.2., Florida Certified Government Guidelines, monitor the performance of the County and make every effort to assist the XXXXXXX to comply with the requirements of the Florida Certified Local Government Program. Monitoring includes review of grant fund allocations, review of annual reports, and other reviews as necessary and appropriate.
  - g. Provide an evaluation of the local Certified Local Government program upon completion of review of the annual report. Methods to enhance local program effectiveness shall be identified.
  - h. Initiate and pursue the recertification process when appropriate as per Section C.2.i.-m, Florida Certified Local Government Guidelines.
3. The XXXXXXX shall generally follow a public policy of protecting, preserving, and planning for the protection and preservation of resources of historical, architectural, and archaeological value within its jurisdiction. It shall perform the following duties in accordance with and as specified in the provisions of the Florida Certified Local Government Guidelines:
- a. Enforce appropriate state or local legislation for the designation and protection of historic properties as per Section B.1., Florida Certified Local Government Guidelines.
  - b. Establish, by local law, an Historic Preservation Review Commission composed of professional and lay members, as per Section B.2., Florida Certified Local Government Guidelines.
  - c. Develop and maintain a system for the survey and inventory of historic properties as per Section B.3., Florida Certified Local Government Guidelines.
  - d. Provide for public participation in the local historic preservation program, including the process of recommending properties for nomination to the National Register, as per Section B.4., Florida Certified Local Government Guidelines.

- e. Perform other responsibilities delegated to it in Section B.5., Florida Certified Local Government Guidelines.
  - f. Establish a formal procedure by ordinance, or by appropriate administrative action, whereby all proposed National Register nominations are reviewed by a qualified Historic Preservation Review Commission in accordance with procedures set forth in Section C.4., Florida Certified Local Government Guidelines.
  - g. Submit an annual report of Certified Local Government activities and other such information deemed necessary as required by Sections C.2.e., Florida Certified Local Government Guidelines.
  - h. Permit periodic reviews of Certified Local Government activities and documents by the State Historic Preservation Office, with at least 30 days advance notice, as per Section C.2.c., Florida Certified Local Government Guidelines.
4. This instrument embodies the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations, other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. No change or addition to this Agreement shall be effective unless in writing and properly executed by the parties.
  5. If the local government named herein is decertified by the Department, this Agreement shall be terminated.

The Department and the **XXXXXXX** have read this Agreement and have affixed their signatures.

DEPARTMENT OF STATE

\_\_\_\_\_  
State Historic Preservation Officer

**XXXXXXX**

\_\_\_\_\_  
Chief Elected Local Official

Certified Local Government Ordinance Internal Checklist

APPLICATION FOR CERTIFICATION

B.1. Requirements of Ordinance

Requirements	Ordinance Citation
a) Purpose clearly stated	<u>Sec. 8.7-2</u>
b) Authority for appointment of suitable commission	<u>Sec. 8.7-11</u>
c) Criteria for designation of historic properties clearly defined (shall be based on and consistent with the criteria used by the National Register)	<u>Sec. 8.7-16</u>
d) Clearly defined process for designation of historic properties including the consequences of designation	<u>Sec. 8.7-16</u>
e) Boundaries for historic districts and individual properties identified in the ordinance are clearly established	<u>Sec. 8.7-16</u>
f) Authority for the Review Commission to review and render a decision on all proposed alterations, demolitions, relocations, and new construction within the boundaries designated by the ordinance or which directly affect designated properties	<u>Sec. 8.7-17</u>
g) Provisions for the delay of demolitions, but not for the indefinite stay of a demolition	<u>Sec. 8.7-17</u>
h) Criteria for the review of proposals for alterations, new construction, relocations and demolitions clearly set forth in the ordinance (alterations shall achieve the purpose of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings) <b>- needed -</b>	<u>Sec. 8.7-17</u>
i) Provisions for enforcing decisions	<u>Sec. 8.7-22</u>
j) Penalties for non-compliance	<u>Sec. 8.7-22</u>
k) Specific time frames for reviews	<u>Sec. 8.7-17</u>
l) Right of appeal	<u>Sec. 8.7-21</u>
m) Specific time frames for consideration of development proposals	<u>Sec. 8.7-17</u>

**B.2. Commission**

Requirements	Ordinance Citation
a) Minimum of five (5) members (minimum of three (3) members if a population less than 10,000)	<u>Sec. 8.7-12</u>
b) Area of geographic responsibility coterminous with the boundaries of local jurisdiction	<u>Sec. 8.7-11</u>
c) Appointments made by appropriate local official or appropriate governing body - <i>CEO must make appointments</i>	<u>Needed</u>
d) Commission members are residents of the jurisdiction which they serve <i>- Members Professionals or lay w/ demonstrated special interest</i>	<u>Needed</u>
e) Terms of office staggered	<u>needed</u>
f) Terms of office at least two (2) years, but not more than five (5) years	<u>Needed</u>
g) Provisions by appropriate local official or appropriate governing body to fill vacancies within sixty (60) days	<u>Needed</u>
h) Provisions for at least four (4) meetings per year at regular intervals	<u>needed</u>
i) Provisions for recording minutes of each meeting	<u>Sec. 8.7-13</u>
j) Provisions for Commission to attend pertinent informational or education meetings, workshops and conferences	<u>needed</u>
k) Provisions for Commission review of proposed National Register nominations within its jurisdiction	<u>would</u>
l) Provisions for seeking expertise on proposals or matters requiring evaluation by a profession not represented on the Commission	<u>needed</u>
m) Staff sufficient to undertake the requirements for certification and carry out delegated responsibilities	<u>Sec. 8.7-14</u>
n) Rules of Procedure adopted by Commission	<u>Sec. 8.7-15</u>
o) Commission responsibilities complementary to those of the State Historic Preservation Office	<u>Needed</u>

**B.3. Survey and inventory of Historic Properties**

Requirements	Ordinance Citation
a) Provisions to initiate and continue an approved process of identification of historic properties within the jurisdiction of the Commission (inventory materials shall be compatible with the Florida Site File) <b>-needed</b> .	<u>Sec. 8.7-15(9)</u>
b) Provision to maintain a detailed inventory of designated districts, sites and structures within the jurisdiction of the Commission	<u>Sec. 8.7-16(6)(i)</u>
c) Inventory material open to the public	<u>needed</u>
d) Provisions to update inventory materials periodically	<u>Sec. 8.7-15(9)</u>
e) Assurance that duplicates of all inventory materials will be provided to the State Historic Preservation Office	<u>needed</u>
f) Provisions to encourage the Commission members to participate in survey and planning activities of the Certified Local Government	<u>needed</u>

**B.4. Public Participation**

Requirements	Ordinance Citation
a) Provisions that Commission meetings will be publicly announced	<u>needed</u>
b) Provisions that Commission meetings will be open to the public	<u>needed</u>
c) Provisions that Commission meetings will have a previous advertised agenda	<u>needed</u>
d) Provisions to make meeting records available to the public	<u>needed</u>
e) Provisions that all Commission decisions will be given in a public forum	<u>needed</u>
f) Rules of Procedure adopted by the Commission must be available for public inspection	<u>needed</u>
g) Provisions assuring that appropriate local officials, owners of record, and applicants shall be given a minimum of thirty (30) calendar days and not more than seventy-five (75) calendar days' prior notice to Commission meetings in which to comment on or object to the listing of a property in the National Register	<u>needed</u>

- h) Objections by property owners must be notarized to prevent nomination to the National Register
- i) Provisions for public and owner notification for designation
- j) Provisions for public and owner notification for project reviews
- k) Provisions for public hearings for designations and project reviews

Needed  
Sec. 8.7-16 (b)  
Sec. 8.7-16 (c)  
Sec. 8.7-17 (b)  
Sec. 8.7-16 (e)  
Sec. 8.7-17 (b)

**B.5. Satisfactory Performance**

Requirements

Ordinance Citation

- a) Provide the State Historic Preservation Officer with thirty (30) calendar days prior notice of all meetings
- b) Submit minutes of each meeting to the State Historic Preservation Officer within thirty (30) calendar days
- c) Submit record of attendance of the Review Commission to the State Historic Preservation Officer within thirty (30) calendar days after each meeting
- d) Submit public attendance figures for each meeting to the State Historic Preservation Officer within thirty (30) calendar days of each meeting
- e) Notify the State Historic Preservation Officer of change in Commission membership within thirty (30) calendar days of action
- f) Notify State Historic Preservation Officer immediately of all new historic designations or alterations to existing designations
- g) Submit amendments to ordinance to the State Historic Preservation Officer for review and comment at least thirty (30) calendar days prior to adoption
- h) Submit an annual report by November 1 covering activities of previous October 1 through September 30
- i) Information to be included in annual report (at a minimum)
  - 1) A copy of the Rules of Procedure
  - 2) A copy of historic preservation ordinance
  - 3) Resume of Commission members
  - 4) Changes to the Commission
  - 5) New Local designations
  - 6) New National Register listings
  - 7) Review of survey and inventory activity with a description of the system used
  - 8) Program report on each grant-assisted activity
  - 9) Number of projects reviewed

Needed  
Needed  
Needed  
Needed  
Needed  
Needed  
Needed  
Needed  
Needed



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

**To:** Honorable Mayor and City Commission  
**Prepared By:** Jerika Mungillo  
**Date of Meeting:** April 9th, 2026  
**Date Submitted:** April 1st, 2026  
**Title of Agenda Item:** Captain Hendry House Project  
**Agenda Location:** [Provided by City Clerk]

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**Report in brief:** Resolution requested authorizing submission of a grant application for planning related to the Captain Hendry House project.

**Staff Comments:**

**Fiscal Impact:**

**Recommended Actions:**

**CITY OF LABELLE  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE,  
FLORIDA, EXPRESSING SUPPORT FOR THE CAPTAIN HENDRY HOUSE  
PROJECT AND AUTHORIZING THE LABELLE DOWNTOWN REVITALIZATION  
CORPORATION TO PURSUE GRANT FUNDING AND PRELIMINARY  
DEVELOPMENT EFFORTS RELATED THERETO; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Captain Hendry House is a historic and significant community asset within the City of LaBelle; and

**WHEREAS**, the City of LaBelle recognizes the value of preserving, improving, and activating historic resources for the benefit of residents and visitors; and

**WHEREAS**, the LaBelle Downtown Revitalization Corporation has expressed its willingness to assist in the planning, development, funding, and implementation of a project related to the Captain Hendry House; and

**WHEREAS**, the City Commission finds that it is in the best interest of the City to support efforts to explore appropriate uses, partnerships, improvements, and funding opportunities related to the Captain Hendry House project; and

**WHEREAS**, grant opportunities and other outside funding sources may be available to assist with planning, preservation, rehabilitation, programming, and related project costs; and

**WHEREAS**, the City Commission desires to authorize and support the LaBelle Downtown Revitalization Corporation in seeking such funding and undertaking reasonable preliminary activities associated with project development, subject to any future approvals required by the City.

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

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Authorization to Seek Funding.** The City Commission hereby authorizes and supports the LaBelle Downtown Revitalization Corporation in identifying, pursuing, and applying for grant funding and other outside funding sources for the Captain Hendry House project.

**Section 3. Authorization to Undertake Preliminary Project Development.** The City Commission further supports the LaBelle Downtown Revitalization Corporation in undertaking reasonable preliminary project development activities related to the Captain Hendry House project, including research, planning, coordination with partners, conceptual development, fundraising, and grant preparation.

**Section 4. Future City Approval Required.** Nothing in this Resolution shall be construed as final approval of any specific construction activity, expenditure of City funds, transfer of

property rights, or binding agreement on behalf of the City, all of which shall remain subject to further review and approval by the City Commission as may be required.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY ADOPTED in regular session this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA

By: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

City Attorney



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

**To:** Honorable Mayor and City Commission  
**Prepared By:** Linda Phillips  
**Date of Meeting:** April 9<sup>th</sup> 2026  
**Date Submitted:** February 27, 2026  
**Title of Agenda Item:** Animal Control  
**Agenda Location:** Provided by City Clerk

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**Report in brief:** Topics for discussion include:

- Euthanasia practices, including totals, approval protocols, and documentation
- Lack of accountability following recent incidents
- Intake reporting, oversight, and compliance with humane standards
- Compliance with Florida Statute 705.103 regarding posting and notification of animals
- Ongoing inconsistencies in hours of operation and lack of public transparency

Due to the seriousness and continued lack of resolution of these issues, I am requesting formal discussion and direction from the Board of Commissioners.

Please confirm that this item has been placed on the agenda.



**CITY OF LABELLE, FLORIDA**  
**Planning Staff Report**  
**for**  
**KMJ Investment Group LLC**  
**Planned Unit Development Amendment**

**TYPE OF CASE:** Planned Unit Development Amendment

**STAFF REVIEWER:** Patty Kulak

**DATE:** April 9, 2026

**APPLICANT:** Henry A Fish – Arrowhead Investments of SWFL LLC

**AGENT:** Justin Ebrite -Patriot Engineering Co.

**REQUEST:** Extend the approved validity period of the PUD Master Concept Plan adopted through Ordinance 2020-04.

**LOCATION:** North of SR 80 and east of Tractor Supply Company (See attached Location Map)

**PROPERTY SIZE:** 2+/-acres

**FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:**

Existing Future Land Use Designation: Residential, Medium Density (Hendry County)

Existing Zoning: Agriculture (Ag-2) (Hendry County)

Land Use: Commercial

**SURROUNDING LAND USE:**

**North:** FLU – Residential, Medium Density (Hendry County)  
Zoning – Residential (RG-1)  
Land Use – Single-Family

**South:** FLU – Employment Village  
Zoning – Agriculture (AG); Planned Unit Development (PUD)  
Land Use – Vacant; Commercial (Wal-Mart)

**East:** FLU – Residential, Medium Density (Hendry County)  
Zoning – Agriculture (AG) (Hendry County)  
Land Use – Vacant

**West:** FLU – Employment Village  
Zoning – Planned Unit Development (PUD)  
Land Use – Commercial (Tractor Supply Company)

**SINCE LPA:**

This item was heard by the Local Planning Agency on December 12, 2025. At that hearing, the Board requested additional notice be provided to surrounding property owners. In response, the applicant conducted a Neighborhood Information Meeting on March 10. Notice was provided to 25 nearby property owners. Two individuals attended the meeting and had minor questions related to the subject site, with some broader discussion regarding development in the area. A copy of the NIM summary prepared by the applicant is included in the agenda packet.

**STAFF NARRATIVE:**

The Applicant, KMJ Investment Group, LLC, is requesting an extension of the previously approved Planned Unit Development (PUD), Comprehensive Plan Amendment, and Annexation originally approved by the City Commission in 2020. The request applies to approximately 2± acres located north of SR 80, east of Huggetts Road, and immediately adjacent to the Tractor Supply Company property. The Applicant is not proposing any amendments to the previously approved development program, Master Concept Plan (MCP), Schedule of Uses, or Conditions of Approval, except for the MCP expiration date of July 9, 2025. This request is strictly to maintain the existing entitlements while the Applicant continues project design and prepares for future site construction permitting.

**Approved Development Program**

The PUD approval authorizes:

- A maximum of 13,000 square feet of non-residential floor area; and
- A maximum of six (6) multi-family or live-work dwelling units, consistent with the allowed density in the Employment Village future land use category.

Allowable uses remain restricted to those listed in the approved Schedule of Uses, which includes a range of neighborhood-serving commercial, office, and light industrial uses.

**ADMINISTRATIVE EXTENSION AND APPLICABLE LDC STANDARDS:**

Section 11 of the adopted PUD ordinance allows for an administrative extension, provided that “the LDC regulations applicable to development of the PUD have not substantially changed.” As part of preparing this extension request, staff reviewed current Land Development Code provisions to determine whether any LDC amendments since 2020 would materially affect the approved development.

All relevant standards, including open space requirements, parking, significant oak tree protections, and the general applicability of the Employment Village FLU, remain unchanged.

**STAFF RECOMMENDATION:**

Staff finds that the proposed annexation; amendment to the City's Future Land Use Map to designate the Property within the Employment Village future land use category; and rezoning to the Planned Unit Development (PUD) zoning district is consistent with the Land Development Code and the Comprehensive Plan and recommends APPROVAL subject to the following conditions (attached to the PUD ordinance).

1. The Rezone request applies to the property is described in Exhibit 'A'.
2. The PUD is limited to a maximum of 13,000 SF of non-residential uses and six (6) multi-family or live/work dwelling units.
3. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'. Liquor stores and accessory liquor sales for off-premise consumption are expressly prohibited. Accessory sales of beer and wine for off-premise consumption is permitted per Exhibit B.
4. The sale of alcoholic beverages for on- or off-premise consumption is permitted only in the 2-story building facing SR 80.
5. Any outdoor consumption of alcoholic beverages on-premises will require approval as an amendment to this PUD, to be reviewed during a public hearing by the City Commission.
6. Maintenance and Service Repair uses are limited to indoor only and may only be located in the proposed 2-story building facing the SR 80 frontage if residential units are not developed in this building. In no case shall residential units be located in the same building as a maintenance and service repair establishment. No overhead doors are permitted.
7. Mini Warehouse units are limited to interior accessed units only, with no external access permitted.
8. Outdoor sales area is accessory only and allowed only during hours of operation of associated use. The cumulative outdoor sales area for the entire PUD is limited to 500 square feet/3 parking spaces and must be located along the SR 80 frontage in front of the 2-story building.
9. The retail sales of heavy equipment, lumberyards or building supplies is prohibited.
10. Development Standards will conform for the Development Standards Table, attached as Exhibit 'C'.
11. 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.
12. Development must connect to the City's potable water and sanitary sewer system or provide for on-site private utilities. A demonstration of capacity will be required at the time of site construction permitting, including demonstration of a hydrant system to provide adequate and continuous water flow for firefighting purposes.
13. The project will be managed by the developer/property owner, until such time as the property is subdivided or a (commercial) condominium is established, upon which a Property Owners Association (POA) must be established for maintenance of common areas, parking areas, and infrastructure within the community.
14. 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 or fence.

15. A landscape buffer for the purposes of screening shall be required along the SR 80 frontage, equal to or greater than a 15-foot wide buffer per LDC Section 4-87.4(1).
16. A deviation is permitted to allow for a modified northern landscape buffer, five feet in width, and planted with two (2) large trees and two (2) small trees per 100 linear feet, and a hedgerow planted at 36" and maintained at 60". An 8-foot tall opaque fence or wall must be installed in the buffer, with all required plantings installed on the northern side of the wall facing the adjacent single-family lots. The 8-foot tall opaque wall and buffer must also extend along the eastern property line, from the northern boundary line south to the edge of pavement of the parking/vehicle circulation area.
17. Buffers along the east and west property lines will meet the LDC requirements depending upon the final use(s) developed on the site.
18. Internal buffers between residential and non-residential uses are not required, to the extent such uses are vertically integrated into the same building.
19. A minimum of 30% of the development, or 0.6 acres of open space, as defined in the LDC, shall be provided.
20. The project will provide parking spaces in accordance with the Land Development Code for both residential and non-residential uses.
21. 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.
22. A cross access easement must be provided to the property to the east at the time of site construction plan permitting.
23. The PUD Master Concept Plan will remain valid for not more than five (5) years from the date of City Commission approval of this PUD Amendment to extend the MCP. Horizontal construction must commence within five (5) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval must be filed and approved by the City Commission. A one (1) time extension of two (2) years may be submitted to the City prior to vacation of the MCP.

**SUGGESTED MOTIONS:**

**APPROVAL:**

I make a motion to **APPROVE** the extensions of the PUD Master Concept Plan.

**DENIAL:**

I make a motion to **DENY** the extensions of the PUD Master Concept Plan.

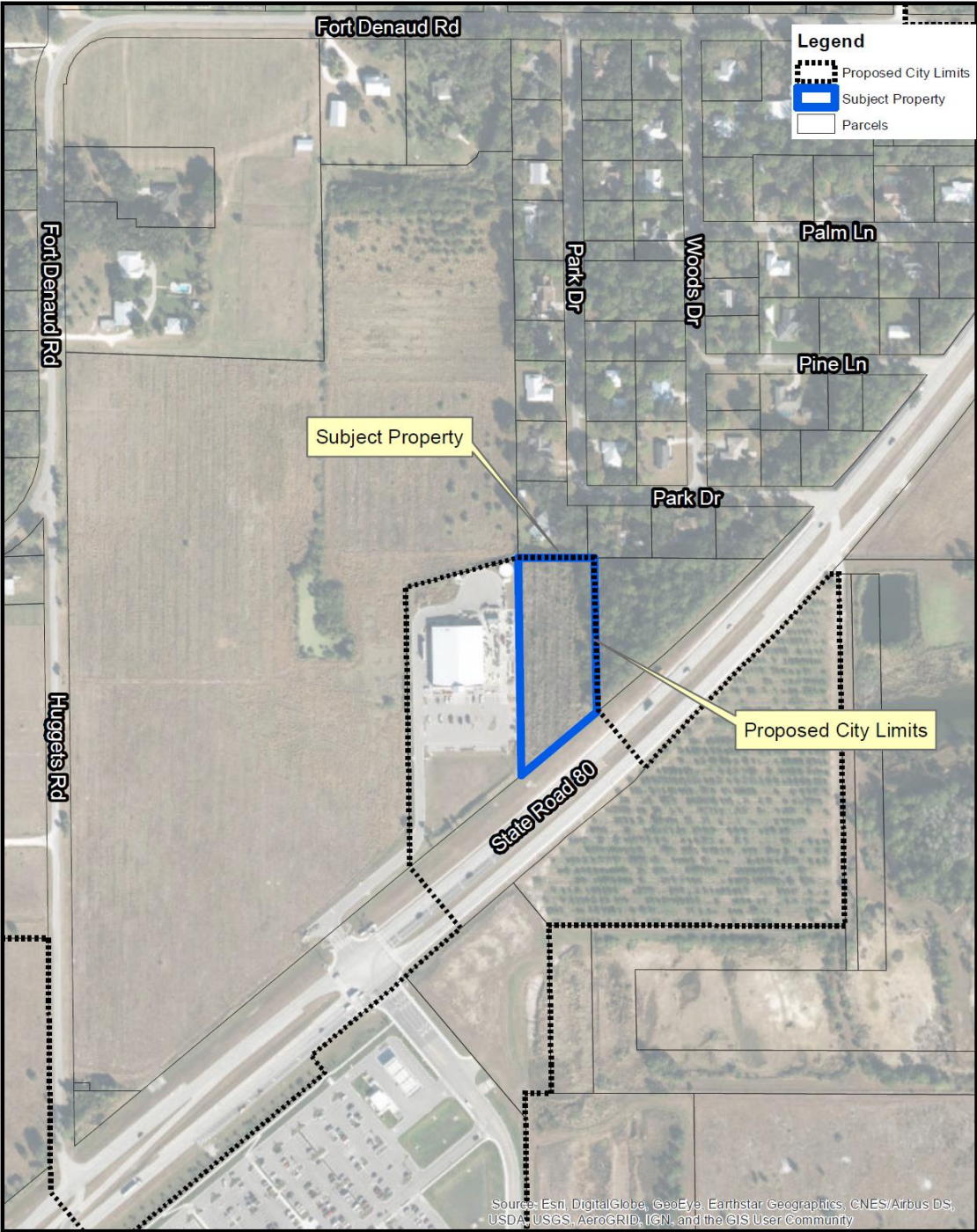
The request does not meet the annexation & rezoning criteria:

- 1) .... Why?

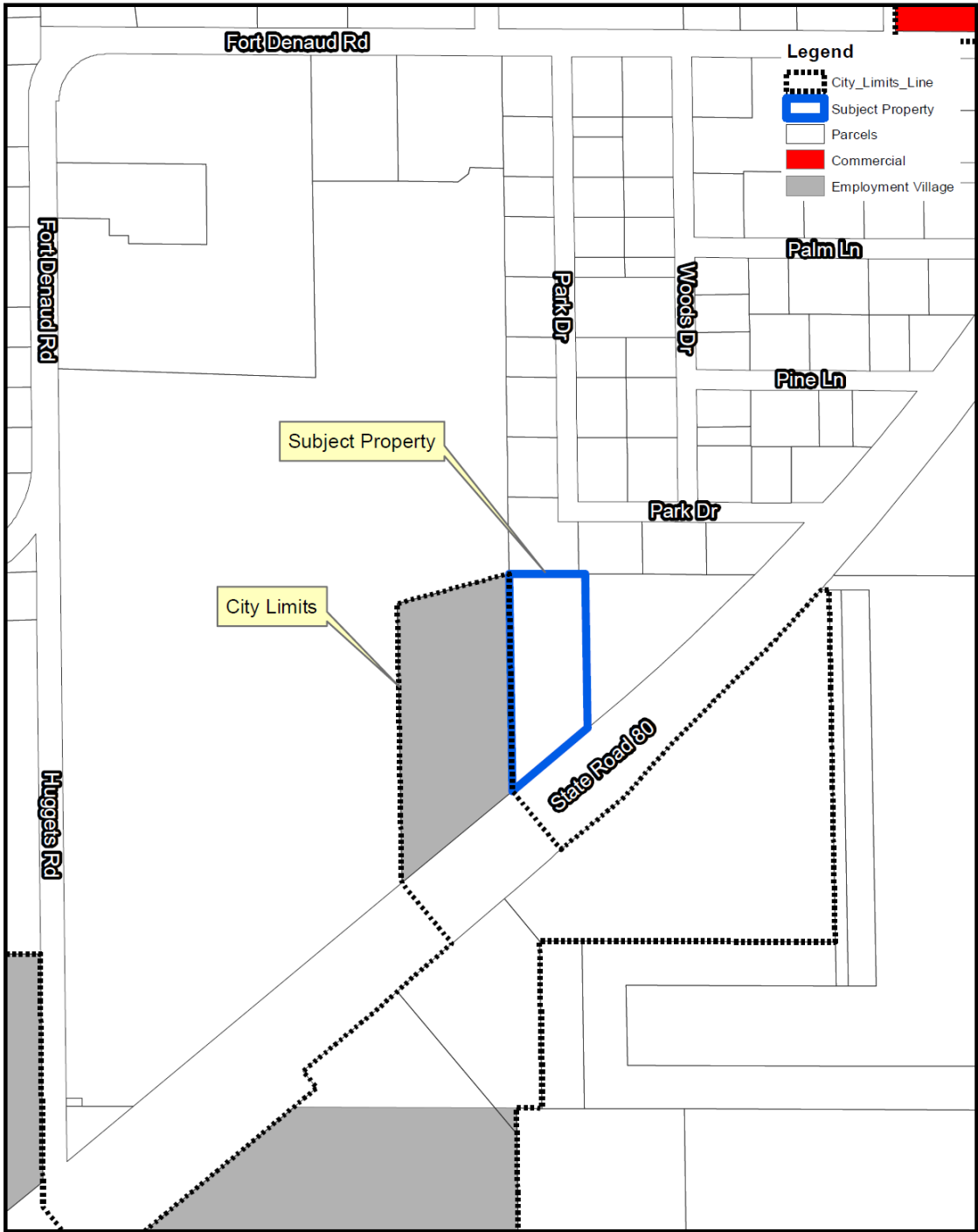
### LOCATION MAP/EXISTING CITY LIMITS



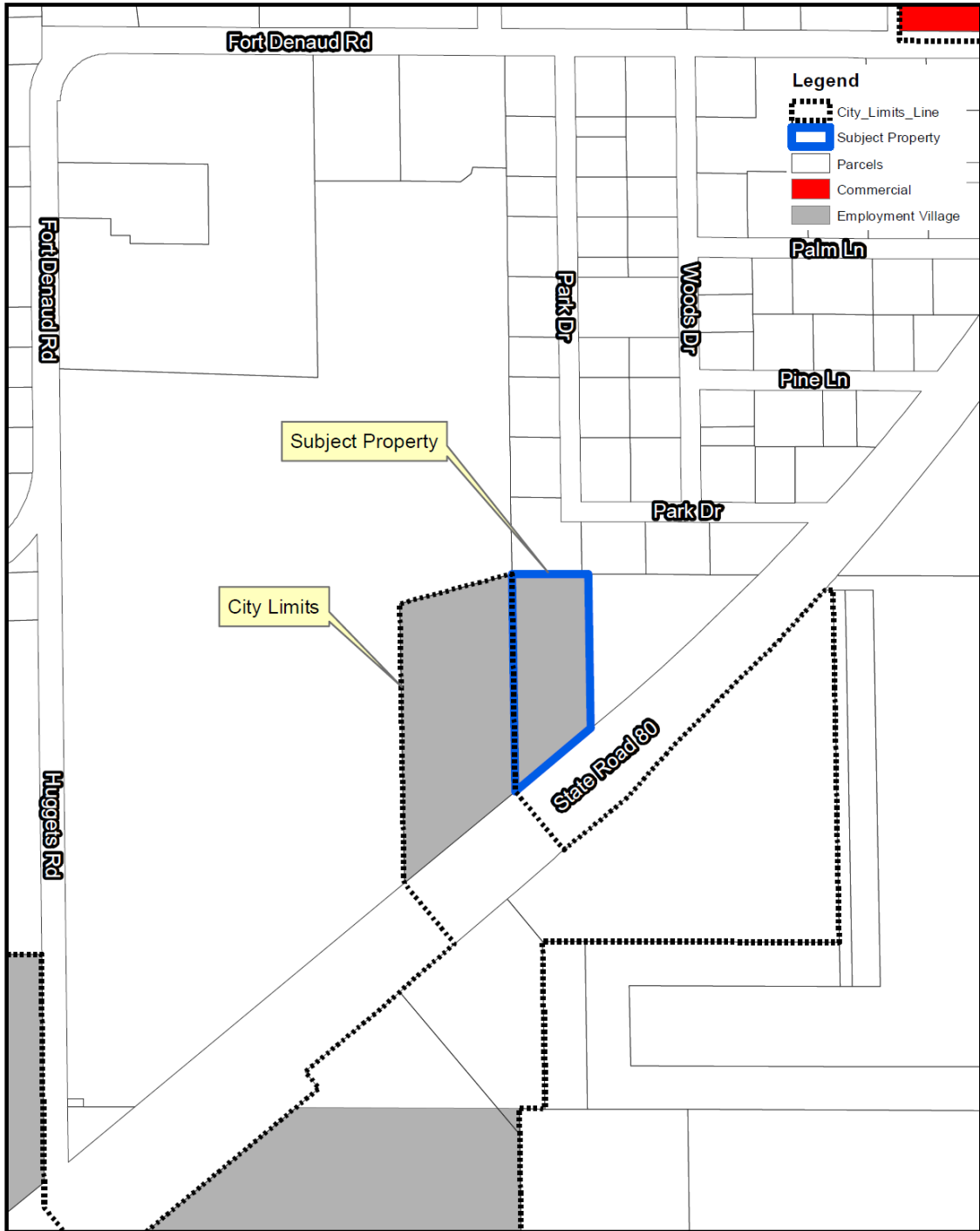
PROPOSED CITY LIMITS



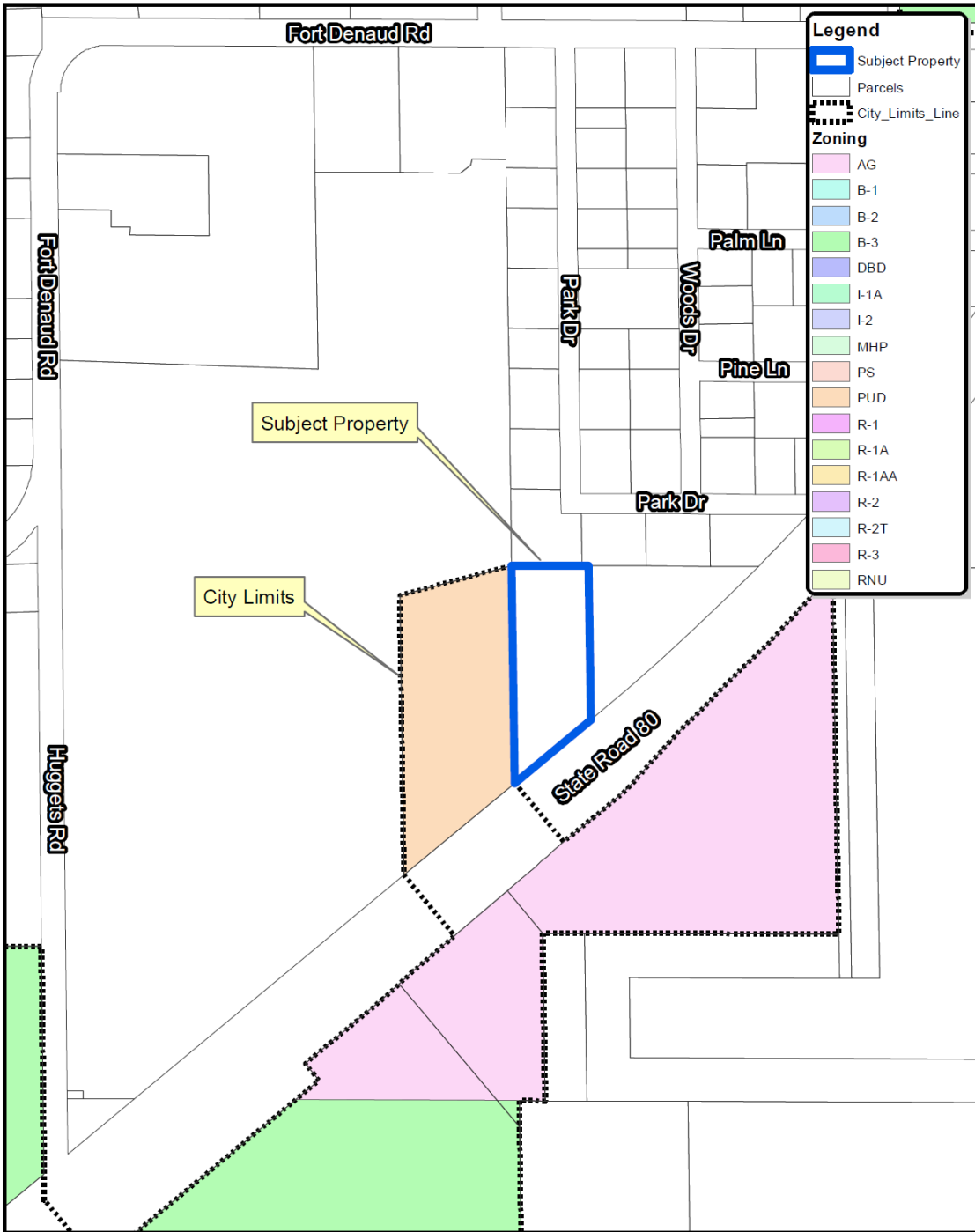
### CURRENT FUTURE LAND USE MAP



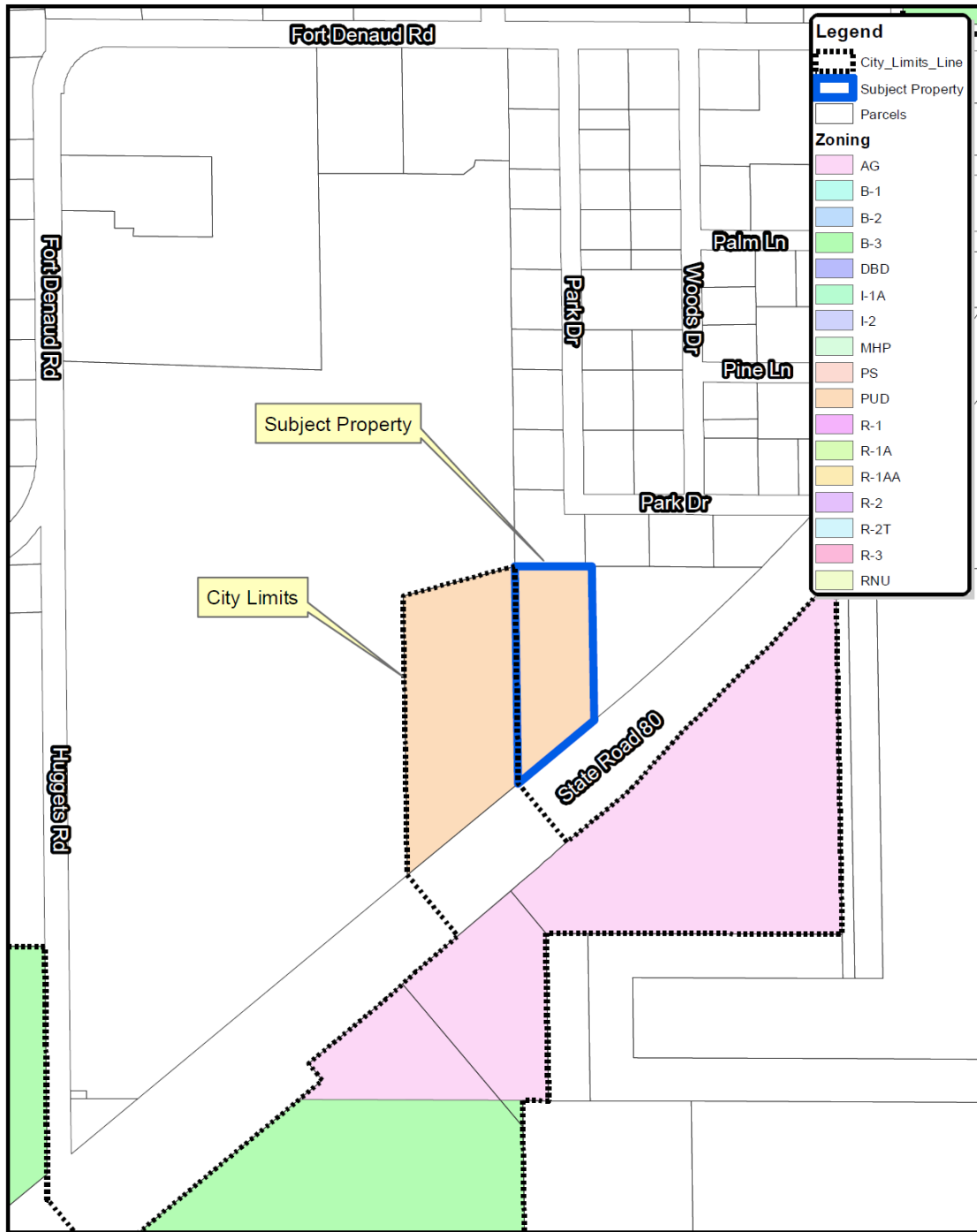
### PROPOSED FUTURE LAND USE MAP



### CURRENT ZONING MAP



### PROPOSED ZONING MAP



**EXHIBIT A  
LEGAL DESCRIPTION**

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

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, ALSO THE NORTHWEST CORNER OF SAID SECTION 18); THENCE NORTH 89°51'32" EAST, 1151.79 FEET, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 1 OF SECTION 18; THENCE SOUTH 01°14'10" EAST, 322.02 FEET ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 18, AND THE WEST LINE OF PARKWOOD ESTATES AS RECORDED IN PLAT BOOK 3, PAGE 23 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, TO THE LANDS DESCRIBED IN O.R. BOOK 644, PAGE 1860, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE CONTINUE SOUTH 01°14'10" EAST, 1011.97 FEET TO THE SOUTHWEST CORNER OF PARKWOOD ESTATES, RECORDED IN PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°52'17" EAST, 191.41 FEET; THENCE SOUTH 01°14'10" EAST, 385.22 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 80; THENCE SOUTH 49°52'18" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO SAID EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 18; THENCE NORTH 01°14'10" WEST, 543.29 FEET, ALONG SAID EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 18 TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B  
SCHEDULE OF USES**

**RESIDENTIAL**

- Caretakers/Security Quarters – a maximum of 1
- Dwelling Units - a maximum of six (6)
  - Multi-family
  - Live/Work
- Accessory uses

**NON-RESIDENTIAL**

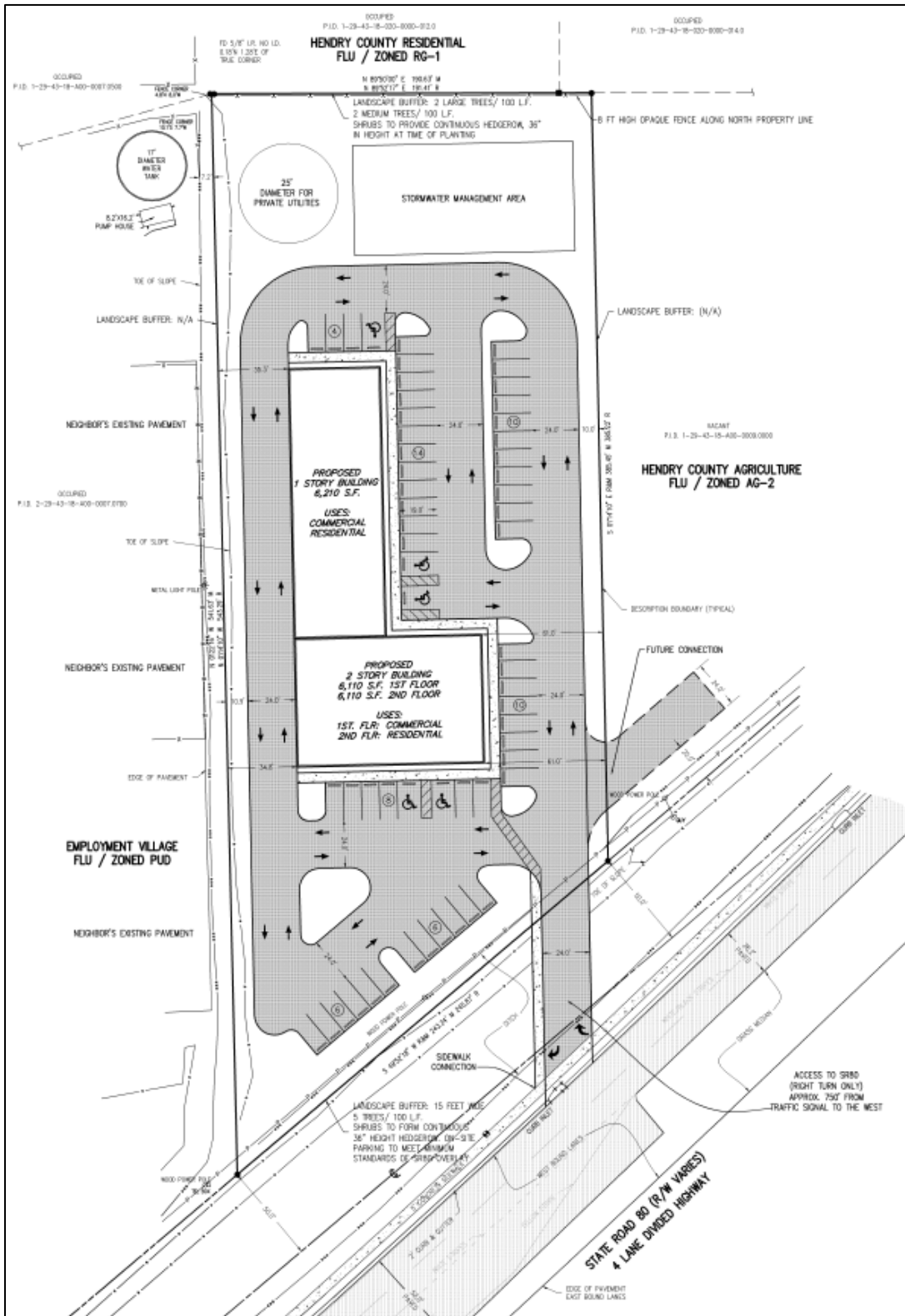
- Accessory Use/Structure
- Food and Beverage Sales/Establishments (sales for off-premise consumption limited to wine and beer only)
  - Accessory Alcoholic Beverages Sales, On- and Off-Premises (limited to accessory sale of wine and beer only for off-premise consumption. Accessory liquor sales for off-premise consumption is not permitted.)
  - Alcoholic Beverage Establishment
    - ~~Liquor Store~~
    - Restaurants
    - Clubs, Lodges
- Cultural Institutions
- Healthcare Clinics
- Religious Assemblies/Church
- Amusement Facilities – indoor only
- Animal Sales/Services - indoor only and limited to:
  - Grooming
  - Animal Hospital/Clinic
  - Retail Sales
- Financial Institutions
- Maintenance and Service Repair – limited to indoor only and located in proposed 2-story building facing SR 80 frontage. Use is only permitted if residential units are not developed in 2-story building. No overhead doors are permitted.
- Mini Warehouse – limited to interior units only, no external access or overhead doors are permitted)
- Offices
- Outdoor Sales Area – Accessory Only and limited to 500 SF/approximately 3 parking spaces, only during hours of operation of associated use
- Personal Services
  - General
  - Dry Cleaning Establishments
- Private/Quasi-Public Facilities
- Retail Sales/Rental Establishments, General (\*no sales of heavy equipment, lumberyards or building supplies)
- Schools, Private

**EXHIBIT C  
SITE DEVELOPMENT REGULATIONS**

<b>MINIMUM AREA DIMENSIONS</b>	
Min. Lot Size	10,000 sq. ft.

Min. Depth	100 sq. ft.
Min. Width	100 sq. ft.
Maximum Height	50 ft.
Maximum Lot Coverage	40%
Minimum Open Space	30%
Minimum Unit Size	750 sq. ft.
<b>MAXIMUM BUILDING SETBACKS</b>	
Front (SR 80)	20 ft.
Side	15 ft.
Rear	25 ft
Accessory Structures	Same ss principal structures
Minimum Building Separation	20 feet or 1/2 the building height, whichever is greater

### EXHIBIT D MASTER CONCEPT PLAN (SEE 11X17 ATTACHED)



**CITY OF LABELLE  
ORDINANCE 2025-09  
KMJ INVESTMENT GROUP LLC  
PUD REZONE**

**AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-04 FOR A PROPERTY KNOWN AS KMJ INVESTMENTS PLANNED UNIT DEVELOPMENT, A 2+/-ACRE PROPERTY LOCATED IMMEDIATELY NORTH OF STATE ROAD 80, APPROXIMATELY ¼ MILE EAST OF HUGGETTS ROAD INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CONDITIONS OF APPROVAL; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, KMJ Investments Group, LLC has initiated a rezoning of real property, located north of SR 80 and ¼ mile east of Huggetts Road, City of LaBelle Florida, “the property” as described and depicted in Exhibit “A” attached hereto; and,

**WHEREAS**, after a duly advertised public hearing held on December 11, 2025, before the LaBelle Local Planning Agency “LPA”, and duly advertised public hearings on April 9, 2026, and May 14, 2026 before the City of LaBelle City Commission; and,

**WHEREAS**, the City Commission for the City of LaBelle has determined that the Planned Unit Development rezoning is in compliance with the annexation and future land use designation of “Employment Village”, 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 rezoning of the property to the Planned Unit Development zoning district, 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.

**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 property is hereby rezoned from B-2 to Planned Unit Development (PUD), 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 Rezone request applies to the property is described in Exhibit ‘A’.
2. The PUD is limited to a maximum of 13,000 SF of non-residential uses and six (6) multi-family or live/work dwelling units.

- 46 3. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit  
47 'B'. Liquor stores and accessory liquor sales for off-premise consumption are expressly  
48 prohibited. Accessory sales of beer and wine for off-premise consumption is permitted per  
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- 50 4. The sale of alcoholic beverages for on- or off-premise consumption is permitted only in  
51 the 2-story building facing SR 80.
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63 2-story building.
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- 67 11. All development must conform to the general design of the Master Concept Plan contained  
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71 of site construction permitting, including demonstration of a hydrant system to provide  
72 adequate and continuous water flow for firefighting purposes.
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- 93 shall be provided.
- 94 20. The project will provide parking spaces in accordance with the Land Development Code
- 95 for both residential and non-residential uses.
- 96 21. Access to SR 80 will require a permit from the Florida Department of Transportation and
- 97 this approval does not guarantee or grant access as shown on the MCP.
- 98 22. A cross access easement must be provided to the property to the east at the time of site
- 99 construction plan permitting.
- 100 23. The PUD Master Concept Plan will remain valid for not more than five (5) years from the
- 101 date of City Commission approval of this extension request. Horizontal construction must
- 102 commence within five (5) years or the MCP will be deemed vacated. Upon such time a
- 103 new PUD zoning approval must be filed and approved by the City Commission. A one
- 104 (1) time extension of two (2) years may be submitted to the City prior to vacation of the
- 105 MCP.

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

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

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

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 119 **PASSED AND ADOPTED** in open session this \_\_\_\_ day \_\_\_\_\_, 2026.

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121 THE CITY OF LABELLE, FLORIDA

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 123  
 124 By: \_\_\_\_\_  
 125 Julie C. Wilkins, Mayor

126 Attest: \_\_\_\_\_  
 127 Tijauna Warner, Deputy City Clerk

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 129 APPROVED AS TO FORM AND  
 130 LEGAL SUFFICIENCY:

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

	Vote:	AYE	NAY
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137	Mayor Wilkins	_____	_____
138	Commissioner Vargas	_____	_____
139	Commissioner Ratica	_____	_____
140	Commissioner Holland	_____	_____
141	Commissioner Spratt	_____	_____
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**EXHIBIT B**  
**SCHEDULE OF USES**

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**RESIDENTIAL**

- Caretakers/Security Quarters – a maximum of one (1)
- Dwelling Units - a maximum of six (6)
  - Multi-family
  - Live/Work
- Accessory uses

**NON-RESIDENTIAL**

- Accessory Use/Structure
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  - Accessory Alcoholic Beverages Sales, On- and Off-Premises (limited to accessory sale of wine and beer only for off-premise consumption. Accessory liquor sales for off-premise consumption is not permitted.)
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  - Personal Services
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    - Dry Cleaning Establishments
  - Private/Quasi-Public Facilities
  - Retail Sales/Rental Establishments, General (no sales of heavy equipment, lumberyards or building supplies)
  - Schools, Private

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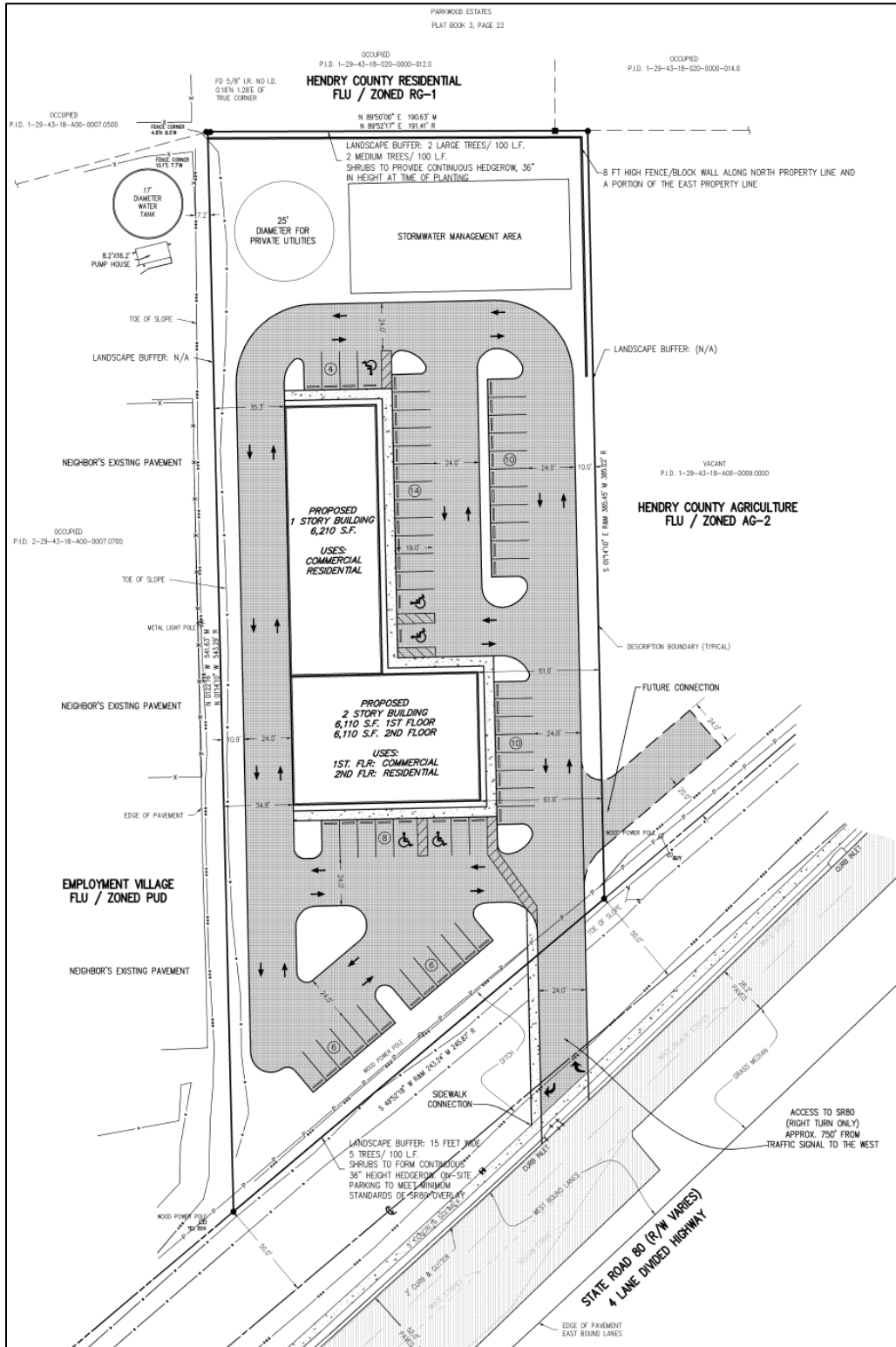
**EXHIBIT C**  
**SITE DEVELOPMENT REGULATIONS**

<b>MINIMUM AREA DIMENSIONS</b>	
Min. Lot Size	10,000 sq. ft.
Min. Depth	100 sq. ft.
Min. Width	100 sq. ft.
Maximum Height	50 ft.
Maximum Lot Coverage	40%
Minimum Open Space	30%
Minimum Unit Size	750 sq. ft.
<b>MAXIMUM BUILDING SETBACKS</b>	
Front (SR 80)	20 ft.
Side	15 ft.
Rear	25 ft
Accessory Structures	Same ss principal structures
Minimum Building Separation	20 feet or 1/2 the building height, whichever is greater

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### EXHIBIT D MASTER CONCEPT PLAN



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- 1. Submittal review Date \_\_\_\_\_ Section 8, Item A.
- 2. Legal Department: Date \_\_\_\_\_ Atty \_\_\_\_\_
- 3. Planner Review Date \_\_\_\_\_ Plnr \_\_\_\_\_
- 4. Legal Department: Date \_\_\_\_\_ Atty \_\_\_\_\_

Date Received \_\_\_\_\_

File Number: PUD-20 20 - 04

Date Adopted:

**Petitioner:** FLORIDA BOYS ENTERPRISES LLC  
 Address: 210 N INDUSTRIAL LOOP , LABELLE, FL, FL 33935  
 Telephone #: (863) 675-0067 Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Agent for Petitioner:** Justin Ebrite - Patriot Engineering Co.  
 Address: 780 5TH AVE S. , SUITE 200 , NAPLES , FL 34117  
 Telephone #: 239-308-0099 Fax #: \_\_\_\_\_ E-mail: ADMIN@PatriotEngCo.com

**Owner of Property:** FLORIDA BOYS ENTERPRISES LLC  
 Address: 210 N INDUSTRIAL LOOP , LABELLE, FL, FL 33935  
 Telephone #: (863) 675-0067 Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address/Location of Subject Property \_\_\_\_\_

Folio Number of Subject Property 2 29 43 18 A00 0009.0300

Legal Description of Property Involved \_\_\_\_\_  
BEG NW COR SEC 18-N 89 DEG 51M 32S E 1151.79 FT-S  
01 DEG 14M 10S E 1333.99 FT TO POB-N 89 DEG 52M 17S  
E 191.41 FT- 01 DEG 14M 10S E 385.22 FT TO NLY R/W  
SR-80-S 49 DEG 52M 18S W ALG R/W 245.87 FT- N 01 DEG

Lot Size 1.93 Existing Use of Property Vacant Commercial

Existing Structures on Property (Include Height and Square Feet) NA

Existing Zoning PUD | Requested Zoning PUD

Existing Comprehensive Plan Designation Employment Village

Reason for request (proposed use) REQUESTING EXTENSION OF EXISTING / EXPIRED

PUD 2020-04 KMJ Investments PUD which allows 13,000 SF Commercial and live/work dwelling units.



AFFIDAVIT

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

KNOW ALL MEN THAT I, Guerrero, Christina M, do hereby constitute and appoint Justin Ebrite - Patriot Engineering Co. my true and lawful attorney, to execute the foregoing instrument in my name, place and stead this 5 day of September, 2025

Signature of owner or authorized agent Date: 9-5-25

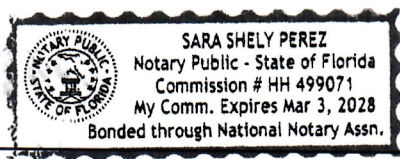
Christina Guerrero Print or type name of person signing above

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

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

STATE OF FLORIDA ) COUNTY OF Hendry )

The foregoing instrument was acknowledged before me this 5th day of September, 2025, by Christina Guerrero FL DL who is personally known to me or who has produced as identification and who did not take an oath.



Notary Public Sara Shely Perez Print or type name My Commission Expires: Mar 3, 2028

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

Signature Title: Date:

STATE OF FLORIDA ) COUNTY OF )

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

Notary Public Print or type name My Commission Expires:

CITY OF LABELLE  
ORDINANCE 2020-04  
KMJ INVESTMENT GROUP LLC  
PUD REZONE

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**AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 2+/-ACRE PROPERTY LOCATED IMMEDIATELY NORTH OF STATE ROAD 80, APPROXIMATELY ¼ MILE EAST OF HUGGETTS ROAD; AMENDING THE ZONING DESIGNATION FROM UNINCORPORATED HENDRY COUNTY GENERAL AGRICULTURE (AG-2) DESIGNATION TO CITY OF LABELLE PLANNED UNIT DEVELOPMENT (PUD) DESIGNATION; PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, KMJ Investments Group, LLC has initiated a rezoning of real property, located north of SR 80 and ¼ mile east of Huggetts Road, City of LaBelle Florida, “the property” as described and depicted in Exhibit “A” attached hereto; and,

**WHEREAS**, after a duly advertised public hearing held on March 12, 2020, before the LaBelle Local Planning Agency “LPA”, and duly advertised public hearings on May 14, 2020, June 11, and July 9, 2020 before the City of LaBelle City Commission; and,

**WHEREAS**, the City Commission for the City of LaBelle has determined that the Planned Unit Development rezoning is in compliance with the annexation and future land use designation of “Employment Village”, 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 rezoning of the property to the Planned Unit Development zoning district, 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.

**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 property is hereby rezoned from B-2 to Planned Unit Development (PUD), 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 Rezone request applies to the property is described in Exhibit ‘A’.

- 45 2. The PUD is limited to a maximum of 13,000 SF of non-residential uses and six (6) multi-  
 46 family or live/work dwelling units.
- 47 3. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit  
 48 'B'. Liquor stores and accessory liquor sales for off-premise consumption are expressly  
 49 prohibited. Accessory sales of beer and wine for off-premise consumption is permitted per  
 50 Exhibit B.
- 51 4. The sale of alcoholic beverages for on- or off-premise consumption is permitted only in  
 52 the 2-story building facing SR 80.
- 53 5. Any outdoor consumption of alcoholic beverages on-premises will require approval as an  
 54 amendment to this PUD, to be reviewed during a public hearing by the City Commission.
- 55 6. Maintenance and Service Repair uses are limited to indoor only and may only be located  
 56 in the proposed 2-story building facing the SR 80 frontage if residential units are not  
 57 developed in this building. In no case shall residential units be located in the same building  
 58 as a maintenance and service repair establishment. No overhead doors are permitted.
- 59 7. Mini Warehouse units are limited to interior accessed units only, with no external access  
 60 permitted.
- 61 8. Outdoor sales area is accessory only and allowed only during hours of operation of  
 62 associated use. The cumulative outdoor sales area for the entire PUD is limited to 500  
 63 square feet/3 parking spaces and must be located along the SR 80 frontage in front of the  
 64 2-story building.
- 65 9. The retail sales of heavy equipment, lumberyards or building supplies is prohibited.
- 66 10. Development Standards will conform for the Development Standards Table, attached as  
 67 Exhibit 'C'.
- 68 11. All development must conform to the general design of the Master Concept Plan contained  
 69 in Exhibit 'D' and the requirements of the Land Development Code.
- 70 12. Development must connect to the City's potable water and sanitary sewer system or  
 71 provide for on-site private utilities. A demonstration of capacity will be required at the time  
 72 of site construction permitting, including demonstration of a hydrant system to provide  
 73 adequate and continuous water flow for firefighting purposes.
- 74 13. The project will be managed by the developer/property owner, until such time as the  
 75 property is subdivided or a (commercial) condominium is established, upon which a  
 76 Property Owners Association (POA) must be established for maintenance of common  
 77 areas, parking areas, and infrastructure within the community.
- 78 14. Dumpsters, recycling facilities and service areas must be located internal to the site and  
 79 screened from all public rights-of-way by an opaque wall or fence.
- 80 15. A landscape buffer for the purposes of screening shall be required along the SR 80 frontage,  
 81 equal to or greater than a 15-foot wide buffer per LDC Section 4-87.4(1).
- 82 16. A deviation is permitted to allow for a modified northern landscape buffer, five feet in  
 83 width, and planted with two (2) large trees and two (2) small trees per 100 linear feet, and  
 84 a hedgerow planted at 36" and maintained at 60". An 8-foot tall opaque fence or wall must  
 85 be installed in the buffer, with all required plantings installed on the northern side of the  
 86 wall facing the adjacent single-family lots. The 8-foot tall opaque wall and buffer must also  
 87 extend along the eastern property line, from the northern boundary line south to the edge  
 88 of pavement of the parking/vehicle circulation area.

- 89 17. Buffers along the east and west property lines will meet the LDC requirements depending
- 90 upon the final use(s) developed on the site.
- 91 18. Internal buffers between residential and non-residential uses are not required, to the extent
- 92 such uses are vertically integrated into the same building.
- 93 19. A minimum of 30% of the development, or 0.6 acres of open space, as defined in the LDC,
- 94 shall be provided.
- 95 20. The project will provide parking spaces in accordance with the Land Development Code
- 96 for both residential and non-residential uses.
- 97 21. Access to SR 80 will require a permit from the Florida Department of Transportation and
- 98 this approval does not guarantee or grant access as shown on the MCP.
- 99 22. A cross access easement must be provided to the property to the east at the time of site
- 100 construction plan permitting.
- 101 23. The PUD Master Concept Plan will remain valid for not more than five (5) years from the
- 102 date of City Commission approval. Horizontal construction must commence within five
- 103 (5) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval
- 104 must be filed and approved by the City Commission. A one (1) time extension of two (2)
- 105 years may be submitted to the City prior to vacation of the MCP.
- 106

107 **Section 3. Conflict with other Ordinances.** The provisions of this article shall supersede any

108 provisions of existing ordinances in conflict herewith to the extent of said conflict.

109

110 **Section 4. Severability.** In the event that any portion of this ordinance is for any reason held

111 invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a

112 separate, distinct and independent provision, and such holding shall not affect the validity of the

113 remaining portions o this ordinance.

114

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

116 adoption.


117

118


119 **PASSED AND ADOPTED** in open session this 9<sup>th</sup> day July, 2020.

120

THE CITY OF LABELLE, FLORIDA

By:   
 David A Lyons, Mayor

126

127 Attest:   
 128  
 129 Thomas A. Smith, Clerk-Commissioner

130  
 131 APPROVED AS TO FORM AND  
 132 LEGAL SUFFICIENCY:  
 133

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Vote:

AYE

By:

  
Derek Rooney, City Attorney

NAY

Mayor Lyons  
Commissioner Smith  
Commissioner Wilkins  
Commissioner Akin  
Commissioner Kelley

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**EXHIBIT A  
LEGAL DESCRIPTION**

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

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, ALSO THE NORTHWEST CORNER OF SAID SECTION 18); THENCE NORTH 89°51'32" EAST, 1151.79 FEET, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 1 OF SECTION 18; THENCE SOUTH 01°14'10" EAST, 322.02 FEET ALONG HE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 18, AND THE WEST LINE OF PARKWOOD ESTATES AS RECORDED IN PLAT BOOK 3, PAGE 23 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, TO THE LANDS DESCRIBED IN O.R. BOOK 644, PAGE 1860, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE CONTINUE SOUTH 01°14'10" EAST, 1011.97 FEET TO THE SOUTHWEST CORNER OF PARKWOOD ESTATES, RECORDED IN PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 89°52'17" EAST, 191.41 FEET; THENCE SOUTH 01°14'10" EAST, 385.22 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 80; THENCE SOUTH 49°52'18" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO SAID EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 18; THENCE NORTH 01°14'10" WEST, 543.29 FEET, ALONG SAID EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 18 TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B  
SCHEDULE OF USES**

- 170
- 171
- 172
- 173 **RESIDENTIAL**
- 174 Caretakers/Security Quarters – a maximum of one (1)
- 175 Dwelling Units - a maximum of six (6)
- 176       Multi-family
- 177       Live/Work
- 178 Accessory uses
- 179
- 180 **NON-RESIDENTIAL**
- 181 Accessory Use/Structure
- 182 Food and Beverage Sales/Establishments (sales for off-premise consumption limited to wine and
- 183 beer only)
- 184       Accessory Alcoholic Beverages Sales, On- and Off-Premises (limited to accessory sale of
- 185       wine and beer only for off-premise consumption. Accessory liquor sales for off-premise
- 186       consumption is not permitted.)
- 187       Alcoholic Beverage Establishment
- 188       Restaurants
- 189       Clubs, Lodges
- 190 Cultural Institutions
- 191 Healthcare Clinics
- 192 Religious Assemblies/Church
- 193 Amusement Facilities – indoor only
- 194 Animal Sales/Services - indoor only and limited to:
- 195       Grooming
- 196       Animal Hospital/Clinic
- 197       Retail Sales
- 198 Financial Institutions
- 199 Maintenance and Service Repair – limited to indoor only and located in proposed 2-story building
- 200       facing SR 80 frontage. Use is only permitted if residential units are not developed in 2-
- 201       story building. No overhead doors are permitted.
- 202 Mini Warehouse – limited to interior units only, no external access or overhead doors are
- 203       permitted.
- 204 Offices
- 205 Outdoor Sales Area – Accessory Only and limited to 500 SF/approximately 3 parking spaces, only
- 206       during hours of operation of associated use
- 207 Personal Services
- 208       General
- 209       Dry Cleaning Establishments
- 210 Private/Quasi-Public Facilities
- 211 Retail Sales/Rental Establishments, General (no sales of heavy equipment, lumberyards or
- 212       building supplies)
- 213 Schools, Private
- 214

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**EXHIBIT C**  
**SITE DEVELOPMENT REGULATIONS**

<b>MINIMUM AREA DIMENSIONS</b>	
Min. Lot Size	10,000 sq. ft.
Min. Depth	100 sq. ft.
Min. Width	100 sq. ft.
Maximum Height	50 ft.
Maximum Lot Coverage	40%
Minimum Open Space	30%
Minimum Unit Size	750 sq. ft.
<b>MAXIMUM BUILDING SETBACKS</b>	
Front (SR 80)	20 ft.
Side	15 ft.
Rear	25 ft
Accessory Structures	Same ss principal structures
Minimum Building Separation	20 feet or ½ the building height, whichever is greater

218  
219



**Patty Kulak**

---

**From:** Justin Ebrite <JEbrite@PatriotEngCo.com>  
**Sent:** Wednesday, March 11, 2026 8:21 PM  
**To:** Patty Kulak  
**Cc:** Alexis Crespo  
**Subject:** KMJ PUD Voluntary Public Meeting: March 11th

Patty,

I am writing to provide a summary of the voluntary public information meeting held on March 10th at 5:30 PM at the MJ Newell Homes Office in the City of Labelle.

**Outreach & Attendance**

- Notifications: 25 letters were sent out to notify the public prior to the meeting.
- Attendance: One couple attended: Mr. and Mrs. Bob Burns, who reside on Park Lane to the north.

**Meeting Highlights**

The presentation covered Buffers, Uses, the Concept Plan, and Dimensional Standards. Following the PowerPoint, the discussion focused on the following:

- General Interest: Mr. Burns asked about the turn lane and expressed general interest in smaller project details based on his experience with past meetings.
- Primary Concern: His main concern involves the triangle property to the east, which directly abuts his property. He noted that this specific parcel was previously part of a proposed hotel project that faced significant public opposition.

**Outcome**

Aside from the items mentioned above, no other questions or major issues were raised regarding the project.

Can we please ensure this project is added to the agenda for the upcoming April Board meeting? Please let me know if you need any further information for the records. Thanks



**Justin Ebrite**  
 President / Project Manager  
 Patriot Engineering Company  
 Cell: 239-248-7300  
 Phone: 239-308-0099 EXT 101  
 Email: [JEbrite@PatriotEngCo.com](mailto:JEbrite@PatriotEngCo.com)  
 780 5<sup>th</sup> Ave S. | Suite# 200  
 Naples, FL 34102  
[www.PatriotEngineeringCompany.com](http://www.PatriotEngineeringCompany.com)



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**CITY OF LABELLE, FLORIDA**  
**Planning Staff Report**  
**for**  
**State Road 80 Overlay Amendment**

**TYPE OF CASE:** Land Development Code Amendment

**STAFF REVIEWER:** Alexis Crespo, AICP

**DATE:** March 12, 2026

**APPLICANT:** City of LaBelle City Commission

**AGENT:** City of LaBelle City Commission

**REQUEST:** Amend the City of LaBelle Land Development Code to amend the State Road 80 Overlay District relating to allowable retail uses

**LOCATION:** City-wide

**PROPERTY SIZE:** N/A

**BACKGROUND:**

The City Commission requested that Staff prepare an ordinance amending the requirement that general retail uses be reviewed and approved as a Special Exception within the State Road 80 (SR 80) Overlay District, herein referred to as “the District”. The District applies to all properties with frontage on SR 80 right-of-way, which serves as the City’s primary commercial corridor.

**ISSUE:**

The current regulations require a Special Exception to establish “Retail Sales/Rental” as a use in the SR 80 Overlay District.

The intent is to require the Special Exception hearing process for intensive uses that may detract from the City’s vision for an attractive gateway into the City along SR 80. Such uses requiring Special Exceptions include gas stations, auto sales, service stations/vehicle repair, fast food restaurants and car washes. A Special Exception requires a minimum application fee of \$2,500 and several months of review and processing prior to the required public hearing.

The use “Retail Sales/Rental” includes a broad spectrum of retail uses from small stores/shops to lumber yards and building supply yards. While lumber yards can certainly pose design concerns within the District, retail shops and stores with minimal or no outdoor

display do not pose the same potential for adverse impacts to the built environment along SR 80.

**PROPOSED SOLUTION:**

Amend the SR 80 Overlay District to continue to require Special Exception review and approval for “Heavy Equipment, Lumber Yards and Building Supplies” but allow general retail as a permitted use, subject to conformance with all requirements of the District and Land Development Code as a whole.

**INTENDED OUTCOME:**

The amendment is intended to provide a predictable permitting process that would allow retail stores along SR 80 by right, while maintaining meaningful regulations to ensure that more intensive retail activities do not detract from the local character, public viewsheds and functionality of the abutting rights-of-ways.

**STAFF RECOMMENDATION:**

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

**SUGGESTED MOTION(S)**

**APPROVAL:**

I make a motion to recommend approval of the proposed SR 80 Overlay District Amendment Ordinance.

**APPROVAL WITH MODIFICATION(S):**

I make a motion to recommend approval of the proposed SR 80 Overlay District Amendment Ordinance with the following changes:

- 1) ....

**DENIAL:**

I make a motion to recommend denial of the proposed SR 80 Overlay District Amendment Ordinance.

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

- 1) ....

**ORDINANCE  
NUMBER 2026-07**

**AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA;  
AMENDING CHAPTER 4, ARTICLE V, SECTION 4-82 OF  
THE CITY OF LABELLE LAND DEVELOPMENT CODE,  
AMENDING USES REQUIRING SPECIAL EXCEPTION  
APPROVAL IN THE STATE ROAD 80 OVERLAY  
DISTRICT; PROVIDING FOR CODIFICATION,  
SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**RECITALS**

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

**WHEREAS**, the City Commission has adopted design standards for the State Road 80 corridor to ensure development along this gateway upholds the City’s vision for a well-planned and attractive built environment; and

**WHEREAS**, the City Commission recognizes the need for regulations intended to provide economic development and entrepreneurial opportunities for applicable businesses and landowners, while ensuring a compatible land use pattern, and high-quality development; and

**WHEREAS**, the City of LaBelle desires to maintain minimum regulations and public review for certain intensive commercial uses through the special exception process, to ensure the protection of public health, safety and welfare; and

**WHEREAS**, the proposed ordinance was properly advertised and has received public hearings before the Local Planning Agency on March 12, 2026 and the City Commission on April 9, 2026 and May 14, 2026; and

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

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

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

**Section 2.** Amendment to the City Code. Chapter 4, Article IV, District Regulations of the City of LaBelle is hereby amended with the following provisions:

47 **Sec. 4-82. - State Road 80 Overlay District**

48  
49 4-82.1. *Purpose and intent.* The purpose and intent of the State Road 80 Overlay District  
50 code is to:

- 51
- 52 (1) Guide future growth and redevelopment along SR 80 in a manner that maintains and
- 53 enhances the sense of place and aesthetic/visual quality of the corridor, makes efficient
- 54 use of public infrastructure, protects existing neighborhoods, and balances automobile-
- 55 oriented development patterns with multi-modal transportation choices.
- 56 (2) Prevent the expansion of a “strip” commercial development pattern, and create a
- 57 physically attractive, and functionally integrated built environment through cohesive
- 58 and complimentary site development and design standards provided for herein.

59  
60 4-82.2. *Applicability.*

- 61
- 62 (1) The State Road 80 Overlay District all property with frontage on the SR 80 right-of-
- 63 way.
- 64 (2) Provisions of this subsection shall apply to all development and redevelopment (as
- 65 defined in 4-80.9.2.) of property with frontage on SR 80.
- 66 (3) Existing PUDs may voluntarily bring a master concept plan into compliance with the
- 67 regulations contained in this section administratively. Uses that are prohibited, or
- 68 subject to special exception approval (in accordance with subsection 4-82.4), and are
- 69 approved as part of an existing PUD, must comply with this section unless subject to a
- 70 building permit approval.
- 71 (4) If a parcel is in one or more overlay districts, the more restrictive overlay standards
- 72 shall apply.

73  
74 4-82.3. *Permitted uses.* Uses within the State Road 80 Overlay District shall be permitted  
75 in accordance with the underlying zoning district, except as provided for herein.

76  
77 4-82.3.1. *Special exception approval required.* The following uses require Special  
78 Exception approval:

- 79
- 80 A. Auto repair
- 81 B. Animal Sales and Services
- 82 C. Bus station/depot
- 83 D. Car washes
- 84 E. Convenience Stores with Gas Pumps
- 85 F. Food and Beverage Sales/Establishments: Bars, Night clubs
- 86 G. Fast Food Restaurants
- 87 H. Gas stations
- 88 I. Institutional Housing
- 89 J. Laboratories
- 90 K. Maintenance and Repair Services
- 91 L. Mini-warehouse
- 92 M. Outdoor Sales Area

- 93 N. ~~Retail—Sales/Rental—Establishments~~ Heavy Equipment, Lumberyards,
- 94 Building Supplies
- 95 O. Pawnshops
- 96 P. Vehicle/Equipment Sales and Service
- 97

98 4-82.3.2. *Approval criteria.* The following criteria will be utilized to evaluate special  
 99 exception requests in the State Road 80 Overlay District in addition to criteria established  
 100 in Section 4-41:

- 101
- 102 A. Consistency with the intent of the State Road 80 Overlay District in protecting
- 103 and enhancing viewsheds from SR 80 and other public roadways.
- 104 B. The request addresses the balance between auto-oriented design and multi-
- 105 modal access, particularly pedestrian access, through enhanced design
- 106 standards.
- 107 C. The site design standards incorporate innovative techniques to address the
- 108 project’s visual impact on the SR 80 corridor and demonstrate enhancements to
- 109 the minimum standards.
- 110 D. The request demonstrates compliance with the locational criteria set forth in the
- 111 Comprehensive Plan, relating the siting of intensive uses in areas with direct
- 112 access to arterials roadways, connection to public utilities and infrastructure,
- 113 and mitigation of impacts to residential neighborhoods.
- 114 E. Conditions exist which warrant the proposed use, including but not limited to
- 115 demonstrated market demand and minimum spatial separation of 500 feet from
- 116 a similar use.
- 117 F. The request will not be injurious to the neighborhood or otherwise detrimental
- 118 to the public welfare.
- 119 G. The request will be compatible with existing or planned uses.
- 120 H. The request will not cause damage, hazard, nuisance or other detriment to
- 121 persons or property.
- 122 I. The request will protect, conserve or preserve environmentally critical areas
- 123 and natural resources.
- 124 J. The request is consistent with the goals, objectives, policies and intent of the
- 125 LaBelle Comprehensive Plan.
- 126 K. The request is in compliance with all general zoning provisions, supplemental
- 127 regulations and performance standards pertaining to the use set forth in this
- 128 chapter.

129

130 4-82.3.3 *Prohibited uses.* The following uses are prohibited within the SR 80 Overlay  
 131 District:

- 132
- 133 A. Agricultural uses specified in Section 4-77 (a) and (c)
- 134 B. Contractor, construction, or equipment yard
- 135 C. Manufacturing and Fabrication
- 136 D. Off-site advertising signs
- 137 E. Outdoor storage (principal or accessory use)
- 138 F. Salvage/Junkyards/Recycling

- 139 G. Sanitary land fill
- 140 H. Toxic waste site
- 141 I. Wholesale warehouse, processing or storage establishments
- 142 J. Vehicle/Equipment Sales and Service – Mobile Homes
- 143 K. Uses similar in character to any of the above uses
- 144

145 4-82.4. *Development Standards.*

146  
147 (1) *State Road 80 Right-of-Way Buffer.* Developments on property included in the overlay  
148 must provide the following buffer adjacent to the SR 80 right-of-way:  
149

- 150 A. *Standards.* The SR 80 right-of-way landscape buffer shall be a minimum of  
151 fifteen feet (15’) in width with five (5) trees per 100 linear feet and shrubs to  
152 form a hedge row. Clustering of trees and plant material is encouraged to  
153 promote healthy growth of vegetation, screen parking areas from public view,  
154 and generally uphold the view corridors along SR 80. The buffer must be  
155 designed in a manner that does not block signage.
- 156 B. *Required trees.* The required trees and palms shall be clustered in double rows  
157 with a minimum of three (3) trees per cluster.
  - 158 1) The maximum spacing between canopy trees and/or palm clusters is  
159 fifty feet (50’).
  - 160 2) Canopy/shade trees shall be planted a minimum of thirty feet (30’) on  
161 center within a cluster.
  - 162 3) Palms shall be planted in staggered heights, a minimum of three (3)  
163 palms per cluster, spaced at a maximum of eight feet (8’) on center, with  
164 a minimum of three feet (3’) in difference in height between each tree.
- 165 C. *Height.* All canopy trees must be a minimum of twelve feet (12’) in height and  
166 palms a minimum eight feet (8’) at the time of installation. Shrubs must be a  
167 minimum of two feet (2’) in height at time of installation.
- 168 D. *Required hedges.* A hedge row provides a reduction in ambient light from  
169 parking and drive isles of thee uses along SR 80. The shrubs installed to form a  
170 hedge row must be planted and ~~be~~ maintained so as to form a 36-inch high  
171 continuous visual screen within one (1) year after time of planting.
- 172 E. *Pedestrian access.* The buffer must be designed in a manner that facilitates  
173 pedestrian access to the development. Where perimeter fences and walls are  
174 incorporated into the perimeter buffer design of the site, the pedestrian access  
175 point(s) must be visible from the adjacent rights-of-way.
- 176 F. *Building location.* Where buildings are located a maximum of twenty-five feet  
177 (25’) from the SR 80 right-of-way line an alternative buffer may be permitted  
178 through submitting a landscape betterment plan.

179  
180 (2) *Off-street parking screening.* An enhanced right-of-way buffer will be required where  
181 off-street parking areas abut SR 80 and exceed one (1) double row of parking, including  
182 the drive aisle. The buffer shall meet the minimum requirements of this subsection and  
183 Section 40-80.10 with the following changes along the entire length of the landscape  
184 buffer:

- 185
- 186 A. The buffer width increases to twenty-five feet (25') in width.
- 187 B. The tree requirements shall be increased to 6 trees per one hundred lineal feet
- 188 (100').
- 189 C. The hedge row becomes a double staggered row.
- 190 D. Additionally, an undulating berm with a maximum slope of 3:1 a minimum
- 191 average height of two feet (2') shall be constructed.

192 4-82.5. *Parking and circulation.*

193  
194  
195 (1) *Vehicular interconnections required.* Developments are required to provide vehicular,  
196 interconnections to the adjacent property, regardless of existing or proposed land use,  
197 unless one of the following criteria are met:

- 198 A. It is not physically possible to provide the interconnection.
- 199 B. The cost associated with the shared access or interconnection is unreasonable.
- 200 For this application unreasonable will be considered when the cost exceeds the
- 201 cost of a typical local road section or is above ten percent (10%) of the value of
- 202 the improvements being made to the development.
- 203 C. The location of environmentally sensitive lands, either on-site or off-site
- 204 precludes it and mitigation is not possible.
- 205 D. The abutting use is found to be incompatible with the existing or proposed use.
- 206 E. All developments required to provide interconnections to existing and future
- 207 developments must dedicate sufficient right-of-way or easement for all required
- 208 roads, sidewalks, and bike lanes. Bike lane and sidewalk interconnections must
- 209 be constructed concurrently with the required vehicular interconnection.
- 210

211  
212 (2) *Pedestrian interconnections required.* Sidewalks and crosswalks must be provided to  
213 separate pedestrians from vehicular traffic both internal and external to the site.  
214 Pedestrians will only share pavement with vehicular traffic in marked crosswalks.

- 215 A. Sidewalks must be a minimum of five feet wide.
- 216 B. Sidewalks and crosswalks must be provided internal to the site and connect
- 217 pedestrians from parking areas to all principle building(s), including outparcels.
- 218 C. External sidewalk connections must be provided at a ratio of one (1) sidewalk
- 219 for each vehicular entrance to a project. Drive aisles leading to main entrances
- 220 must provide a sidewalk on one (1) side of the drive aisle, at a minimum.
- 221 D. Internal sidewalks must connect to external sidewalk infrastructure on adjacent
- 222 properties.
- 223

224 4-82.6. *Signage.*

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227 (1) *Signage restrictions.* Signage for properties within the SR 80 Overlay District will be  
228 restricted as follows in addition to the criteria established in Section 4-81:  
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230 A. *Prohibition on pole signs.* To maintain and enhances the sense of place and  
231 aesthetic/visual quality of the corridor, pole signs will not be permitted. All  
232 signs must be freestanding/ground mounted or monument signs.

233 B. *Height.* The maximum height of the freestanding/monument and ground  
234 mounted signs are restricted to ten feet (10').

235  
236 **Section 3. Codification.** This ordinance shall be incorporated into the City of  
237 LaBelle Land Development Code. The sections of this Ordinance can be renumbered or re-lettered  
238 to the appropriate word or phrase to accomplish codification. Omissions, grammatical, and  
239 typographical errors, as well as clarifications of ambiguous wording that do not affect the intent of  
240 this Ordinance, may be authorized by the Mayor without need for a public hearing.

241  
242 **Section 4. Severability.** In the event that any portion of this Ordinance is for any  
243 reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall  
244 be deemed a separate, distinct and independent provision, and such holding shall not affect the  
245 validity of the remaining portions of this Ordinance.

246  
247 **Section 5. Conflicts.** The provisions of this article shall supersede any provisions  
248 of existing ordinances in conflict herewith to the extent of said conflict.

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

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**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY COMMISSION OF THE CITY OF LABELLE,  
FLORIDA

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

ATTEST:

By: \_\_\_\_\_  
Tijauna L. 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 Spratt	_____	_____
Commissioner Holland	_____	_____
Commissioner Ratica	_____	_____