# CITY OF LABELLE

# AGENDA

**Regular Commission Meeting**
Thursday, March 12, 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.** 2025 Financial Statement - Daniel Anderson, Partner, Mauldin & Jenkins, LLC
   - **B.** Bridge Funding - PFM Financial Advisors LLC
   - **C.** LifeLink Proclamation
   - **D.** Irish American Heritage 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 February Check Register**
   - **B.** **Approval of Minutes:**

     February 5, 2026 City Commission Special Meeting Minutes

     February 12, 2026 Local Planning Agency Meeting Minutes

     February 12, 2026 City Commission Meeting Minutes
   - **C.** **Approval of Staff Reports:**

     -HCSO- Lt. Allen Hudson

     -Fire Department- Chief Brent Stevens

     -Building Department- Mark Lynch

     -Code Enforcement- Zane Mungillo
   - **D.** Zambelli Fireworks Proposal & Agreement
   - **E.** ITB 2026-01 LaBelle Fire Department – Hardening and Addition
   - **F.** 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.

**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.** 277 E Hickpochee Ave - Tree Removal Permit Application #1825
- **B.** SR 80/Captain Hendry Tree Removal Permit Application
- **C.** Mavis Tire - Architectural Review
- **D.** Swing Into Spring Special Event Permit Application #1798
- **E.** Addition School Zone
- **F.** Grant Funded GIS Mapping

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

- **A.** ORDINANCE 2026-08 *(second reading)* AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-13 FOR THE LABELLE RIVERSIDE PLANNED UNIT DEVELOPMENT LOCATED IMMEDIATELY SOUTH OF COWBOY WAY AND ¼ MILE EAST OF DR. MARTIN LUTHER KING JR. BLVD; AMENDING THE CONDITIONS OF APPROVAL; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

*(Limited to 3 minutes per person)*

**10. City Related Business by Commissioners**

**11. Adjournment**

**Upcoming Meetings:**

April 9, 2026 LPA & City Commission Meeting

May 14, 2026 LPA & City Commission Meeting

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

**City of Labelle Office Closures:**

April 3, 2026 Good Friday

May 25, 2026 Memorial 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 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)

pfm

# City of LaBelle, Florida

## Bridge Financing for Capital Improvement Grants Update

**March 12, 2026**

PFM Financial Advisors LLC

200 S. Orange Avenue,
Suite 760
Orlando, FL 32801

407-648-2208
pfm.com

## Overview of Bridge Financing Need

- The City of LaBelle has been awarded up to approximately $107.3 million of Grants from the Department of Environmental Protection (DEP) and the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI) (along with other funding sources) to fund various water and sewer utility improvements, including but not limited to:
  - Critical Drinking Water Treatment Expansion and Distribution System Upgrades
  - New Wastewater Treatment Facility and Expansion
  - Septic to Sewer Conversion
- Due to the Grants being paid on a reimbursement basis, the City will need a bridge financing product to cover the approximately 90-120 day gaps between payments to contractors and the receipt of Grant reimbursements
  - The bridge financing ensures construction is not delayed and the City does not need to tap into its own reserves/operating income while waiting for reimbursement
- The interim bridge financing product most municipalities use for this type of need is a Line of Credit (LOC)



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## Review of RFP Results

- At the direction of the City, PFM distributed a Revolving LOC RFP to potential Lenders on January 27th
- The City received offers to provide a Revolving LOC in an amount of up to $20 million from two Banks

| | First Bank | United Community Bank |
|---|---|---|
| Financing Term | 3-Year & 4-Year | 3-Year & 4-Year |
| Borrowing Rate Offers | 3-Year<br>Fixed: 3.90%<br>Variable Rate: Est 4.00%<br><br>4-Year<br>Fixed: 4.10%<br>Variable Rate: Est 4.00% | 3-Year<br>Fixed: N/A<br>Variable Rate: Est 3.91%<br><br>4-Year<br>Fixed: N/A<br>Variable Rate: Est 3.91% |
| Prepayment Penalty | None | None |
| Unutilized Fee | None | None |
| Estimated Lender Related Fees | $7,000 | $8,500 |



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## Selection of the Lender

- Following the receipt of the offers, City Staff and PFM reviewed the two proposals in detail
- Both the First Bank and United Community Bank offers were strong and featured no prepayment penalties and no unutilized fee
- City Staff had a preference for the LOC to feature a Fixed Rate, as it removes any future interest rate risk
    - Variable Rate options would fluctuate monthly based on general market conditions
- It was also the preference of the City to select a 4-year term to provide additional flexibility if the planned capital improvements are delayed
- Based on the above goals of the City, the First Bank 4-year Fixed Rate option was selected

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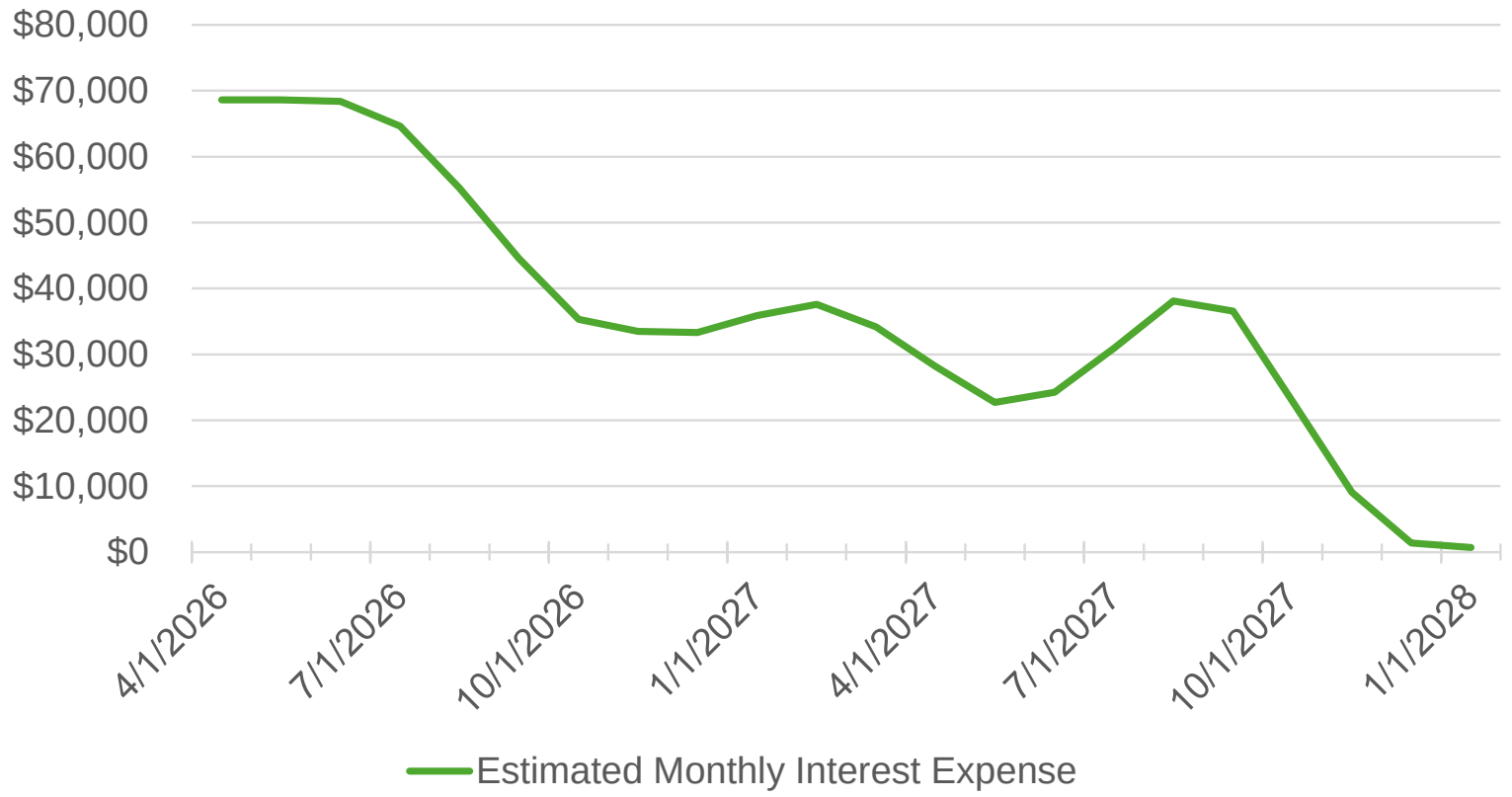
## Estimated LOC Monthly Cost

- The graph below estimates the monthly LOC interest expense, based on the City's current expected monthly expenditures related to the capital improvements



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## Next Steps

- Summary of the next steps to close the LOC with First Bank:
  - **Approval at Tonight's City Commission Meeting**
  - **Receive Consent from FDEP & USDA to issue enter the LOC**
    - City has outstanding Loan Obligations from FDEP & USDA
    - Expect Consent from both entities in the next week or two
  - **Close and make initial Draw from LOC**
    - Expected to Close by the end of March or early April

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# Disclosures

## ABOUT PFM

*PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation.*

*Financial advisory services are provided by PFM Financial Advisors LLC a registered municipal advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Additional applicable regulatory information is available upon request.*

*Consulting services are provided through PFM Group Consulting LLC. PFM's financial modelling platform for strategic forecasting is provided through PFM Solutions LLC.*

*For more information regarding PFM's services or entities, please visit www.pfm.com.*



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First 1 Bank
Since 1922

MEMBER F.D.I.C.

301 West Highway 80
P.O. Box 697, LaBelle, Florida 33975
Phone: (863) 675-4242
Fax: (863) 675-1099

February 13, 2026

City of LaBelle
481 W Hickpochee Av
LaBelle FL 33935

To Whom It May Concern:

| | |
|---|---|
| Project: | 2026 Utility LOC |
| Amount: | $20,000,000 |
| Term & Interest Rate: | Option 1: 3.90% 36 months fixed<br>Option 2: 4.10% 48 months fixed<br>Option 3: 4.00% 36 month variable (3.375%floor/4.625%ceiling)<br>Option 4: 4.00% 48 month variable (3.375% floor/4.75% ceiling) |

Variable Rate Details: The interest rate for the variable options (Options 3 and 4) is tied to the Prime Rate **– 2.75%** and adjusts daily according to changes in the published Prime Rate. The applicable rate will not fall below the stated floor or exceed the ceiling for each respective option.

https://www.wsj.com/market-data/bonds/moneyrates

| | |
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| Payments: | Monthly Interest with Principal at Maturity |
| Prepayment Penalty: | None |
| Unutilized Fee: None | |
| Rate Expiration: | March 30th, 2026 |
| Bank Fee: | $2,000.00 |
| Attorney Fee: | $5,000.00 |

Let me know if you have any questions or need additional information.

Tuesday R. Tritt
Sr. Vice President & Sr. Lender

City of LaBelle, Florida

**Summary of Indicative Terms**

**2/13/2026**

*United Community Bank ("Bank"), on behalf of itself and any designated affiliate (individually and collectively, "Lender") is pleased to provide this Summary of Indicative Terms ("Term Sheet") for discussion. This Term Sheet is a basic outline of the potential terms on which Lender would consider providing or arranging the loan described below. This is not an offer, agreement, or commitment by Lender to lend. Lender will not be bound to any agreement unless or until Lender's authorized representative signs definitive loan documentation stating that it constitutes the entire understanding and agreement of the parties as to the matters set forth therein. If the terms of a financing transaction are ultimately approved and agreed by Lender, the definitive loan documentation will contain other customary provisions, including, without limitation, representations and warranties, covenants, conditions, specified events of default and other provisions, all of which must be satisfactory to Lender in all respects.*

| | |
|---|---|
| **Borrower:** | City of LaBelle, Florida (the "City") |
| **Lender:** | Bank or United Community Public Finance, Inc., as designated in advance of closing |
| **Loan:** | Water and Sewer Utility Line of Credit in an amount up to $20,000,000. |
| **Use of Proceeds:** | Proceeds will be used to provide the City with an interim funding source to pay costs related to utility projects eligible for Grant reimbursement, along with paying the 2026 LOC costs of issuance. Some of these capital projects include critical drinking water treatment expansion and distribution system upgrades, a new wastewater treatment facility, and funding of the City's septic to sewer conversion. |
| **Security:** | The 2026 LOC will be secured by a subordinate pledge of gross revenues of the City's Water and Sewer System and a subordinate pledge of the estimated $107,325,983 of water and sewer related Grants the City will receive from the Department of Environmental Protection (DEP) and the Supplemental Appropriation for Hurricane Fiona and Ian (SAHFI), along with other potential funding sources. |

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| | The 2026 LOC will be subordinate to the Senior Revenue Obligations (USDA Water and Sewer Revenue Bonds, Series 2013; USDA Water and Sewer Revenue Refunding Bonds, Series 2022), and on parity with the City's outstanding State Revolving Fund Loan. |
| **Guarantor(s):** | None |
| **Maturity:** | Option 1: 36-month term<br>Option 2: 48-month term |
| **Repayment:** | Interest will be paid monthly, on the 1st day of each month, anticipated to commence on April 1, 2026.<br>Principal due at maturity.<br>No prepayment penalty. |
| **Interest Rate:** | Option 1 & 2: 79% of (1 month Term SOFR + 130bps).<br>Accrual Basis: 30/360 or another agreed upon basis. |
| **Expenses and Fees:** | None. |
| **Financial and Other Covenants:** | • Annual Financial Statements within 210 days of fiscal year end.<br>• Annual budget within 60 days of adoption.<br>*Or within a time period mutually agreed upon by the City and the Bank. |
| **Conditions Precedent and Other Terms:** | 1. Borrower's Counsel Opinion: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, Lender and its counsel.<br>2. Bond Counsel Opinion: An approving opinion of bond counsel related to the loan in form and substance satisfactory to the Lender and for Tax-Exempt options, shall include, without limitation, an opinion delivered at the time of conversion that the interest rate on the loan is excludable from gross income for Federal income tax purposes.<br>3. Other Items: Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested. |

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| | 4. Opportunity to discuss non-credit relationship needs with the City. |
| **Lender's Legal Counsel:** | Estimated lender legal fees for the closing of the loan will not exceed $8,500. All legal fees shall be paid by the Borrower whether or not the Loan described herein is closed. |
| **Governing Law & Jurisdiction:** | State of Florida |
| **Municipal Advisor Disclosure:** | Please note: (i) the transaction contemplated herein is an arm's length commercial transaction between Borrower and the Lender, (ii) in connection with such transaction, the Lender is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent, or a fiduciary of Borrower, (iii) to the extent applicable, Bank is relying on the bank exemption in the Municipal Advisor Rules (or such other applicable exemptions, including as it relates to general information), (iv) Lender has not provided any advice or assumed any advisory or fiduciary responsibility in favor of Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) Lender has financial and other interests that differ from those of Borrower, and (vi) Borrower has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate (including any Municipal Advisors). Nothing herein is intended to serve as legal, tax or accounting advice. Borrower may be required to certify to the foregoing in a closing certificate. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment. |
| **Patriot Act:** | Pursuant to the requirements of the Patriot Act, the Lender and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes name, address, tax identification number and other information regarding |

| | |
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| | obligors that will allow the Lender to identify obligors in accordance with the Patriot Act, and the Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Lender and its affiliates. |
| **Expiration Date:** | This Term Sheet shall expire on 3/17/2026 unless a formal commitment letter has been issued prior to such date. |

[Remainder of page intentionally blank.]

# City of LaBelle
# Proclamation

***WHEREAS,*** *One of the most meaningful gifts that a human being can bestow upon another is the gift of life; and*

***WHEREAS,*** *over 105,000 men, women and children are currently on the national waiting list for organ transplantation, of which over 5,500 reside in Florida; and*

***WHEREAS,*** *49,065, a historic number of organ transplants, occurred in the calendar year 2024 in the United States thanks to the generosity of 24,018 deceased and living donors, of which LifeLink of Florida honored more donors than ever before serving 361 organ donors who provided 936 lifesaving transplants to patients in need; and*

***WHEREAS,*** *more than 2.5 million people throughout the country and in Florida benefit annually from tissue transplantation thanks to thousands of tissue donors; and*

***WHEREAS,*** *the need for organ, eye, and tissue donation remains critical as a new patient is added to the national waiting list for an organ transplant every 8 minutes and each day roughly 13 people die due to the lack of available organs; and*

***WHEREAS,*** *more than 10 million Floridians have already registered their decision to give the Gift of Life through organ and tissue donation at www.DonateLifeFlorida.org or on their driver license; and*

***WHEREAS,*** *LifeLink® of Florida, the non-profit organization dedicated to the recovery of organs and tissue for transplantation therapy in Florida, with a mission to honor donors and save lives through organ and tissue donation.*

***NOW,*** *THEREFORE, the City of LaBelle's City Commission, do hereby proclaim the month of April 20256 as:*

***"DONATE LIFE MONTH"***

*in the City of LaBelle, and encourage all citizens to consider leaving an infinite legacy through organ donation and sign up at MyStoryContinues.com or when renewing their driver license or state identification card.*

***PROCLAIMED this 12th day of March, 2026***

Julie C. Wilkins, Mayor
City of LaBelle

# City of LaBelle
# Proclamation

***WHEREAS,*** *by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and*

***WHEREAS,*** *five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and*

***WHEREAS,*** *Irish Americans helped to fashion a system of government for our young Nation; and*

***WHEREAS,*** *twenty-two Presidents have proudly proclaimed their Irish American heritage; and*

***WHEREAS,*** *in 1792 Irish born James Hoban provided the architectural plans for the the White House and served as one of the supervising architects for the construction of the Capitol; and*

***WHEREAS,*** *Irish born Commodore John Barry was recognized by the United States Congress in September of 2002 as the "First Flag Officer of the United States Navy"; and*

***WHEREAS,*** *Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and*

***WHEREAS,*** *in 1813, Captain Oliver Perry, An Irish American, achieved a major naval victory in the Battle of Lake Erie; and*

***WHEREAS,*** *Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and*

***WHEREAS,*** *it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans*

***NOW,*** *THEREFORE, the City of LaBelle's City Commission, do hereby proclaim the month of March 2026 as:*

***"IRISH AMERICAN HERTIAGE MONTH"***

***PROCLAIMED this 12th day of February, 2026***

Julie C. Wilkins, Mayor
City of LaBelle

Range of Checking Accts: First to Last Range of Check Dates: 02/01/26 to 02/28/26
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 | | | | | | | |
| 92369 | 02/02/26 | BSA | BRIDGE STREET AUTO PARTS, INC. | 19.32 | | 9817 | |
| 92370 | 02/02/26 | C-000012 | COUNTRY RHYTHM CLOGGER'S CLUB | 250.00 | | 9817 | |
| 92371 | 02/02/26 | CENTLINK | CENTURYLINK | 384.09 | | 9817 | |
| 92372 | 02/02/26 | CLINK | CENTURYLINK | 64.75 | | 9817 | |
| 92373 | 02/02/26 | COLW | CITY OF LABELLE, WATER & SANIT | 98.60 | | 9817 | |
| 92374 | 02/02/26 | COMCAST | COMCAST | 309.85 | | 9817 | |
| 92375 | 02/02/26 | CTTF | COUNTY TRANSPORTATION TRST FND | 6,981.74 | | 9817 | |
| 92376 | 02/02/26 | ESTIRE | ES TIRE CENTER, LLC | 1,098.96 | | 9817 | |
| 92377 | 02/02/26 | HO | HOMERO OLIVAREZ, JR | 225.00 | | 9817 | |
| 92378 | 02/02/26 | WLMINC | WOLFF'S LAWN MACHINES INC | 207.98 | | 9817 | |
| 92379 | 02/02/26 | CQL | CAPTAINS QUICK LUBE | 250.00 | | 9820 | Direct Deposit |
| 92380 | 02/02/26 | JLRFI005 | JLR FIRE INSPECTIONS LLC | 566.00 | | 9820 | Direct Deposit |
| 92381 | 02/02/26 | MJW | MARY JO WILSON | 285.00 | | 9820 | Direct Deposit |
| 92382 | 02/02/26 | ORKINPC | ORKIN, LLC | 65.00 | | 9820 | Direct Deposit |
| 92383 | 02/02/26 | PRM | PUBLIC RISK MANAGEMENT | 68,700.09 | | 9820 | Direct Deposit |
| 92386 | 02/04/26 | FRS | FLORIDA RETIREMENT SYSTEM | 26,693.32 | 02/04/26 VOID | 9824 | (Reason: DIDN'T SPLIT ACCTS) |
| 92387 | 02/04/26 | FRS | FLORIDA RETIREMENT SYSTEM | 25,984.55 | | 9825 | |
| 92388 | 02/04/26 | JONHAM | JON HAMIL LLC | 11,000.00 | | 9827 | |
| 92389 | 02/05/26 | GERAL005 | GERALD MIXON CONCRETE INC | 6,746.96 | | 9828 | |
| 92384 | 02/06/26 | SOFDU | ST OF FL. DISBURSEMENT UNIT | 127.34 | | 9822 | |
| 92413 | 02/06/26 | AMACS | AMAZON CAPITAL SERVICES | 7,231.81 | | 9836 | |
| 92414 | 02/06/26 | AMACS | AMAZON CAPITAL SERVICES | 435.34 | | 9838 | |
| 92390 | 02/10/26 | ABP | ACCENT BUSINESS PRODUCTS | 123.22 | | 9829 | |
| 92391 | 02/10/26 | CLINK | CENTURYLINK | 447.82 | | 9829 | |
| 92392 | 02/10/26 | COMCAST | COMCAST | 227.14 | | 9829 | |
| 92393 | 02/10/26 | FMPT2 | FLORIDA MUNICIPAL PENSION TRST | 22,011.61 | | 9829 | |
| 92394 | 02/10/26 | FPL | FLORIDA POWER & LIGHT | 15,534.22 | | 9829 | |
| 92395 | 02/10/26 | GAFS | GREAT AMERICA FINANCIAL SVCS | 345.96 | | 9829 | |
| 92396 | 02/10/26 | HCBOCC | HENDRY CO BOARD COUNTY COMM | 706.88 | | 9829 | |
| 92397 | 02/10/26 | PHILLIPS | PHILLIPS A/C & HEATING SERVICE | 739.00 | | 9829 | |
| 92398 | 02/10/26 | SHRED | SHRED-IT USA | 138.45 | | 9829 | |
| 92399 | 02/10/26 | TMOBI005 | T-MOBILE USA INC. | 1,198.02 | | 9829 | |
| 92400 | 02/10/26 | ULINE | ULINE | 4,306.64 | | 9829 | |
| 92401 | 02/10/26 | UNWAYLEE | UNITED WAY OF LEE COUNTY | 26.00 | | 9829 | |
| 92402 | 02/10/26 | WSC | WINDMILL SPRINKLER CO., INC. | 67.96 | | 9829 | |
| 92403 | 02/10/26 | BPE | BARRY'S POWER EQUIPMENT | 250.00 | | 9831 | Direct Deposit |
| 92404 | 02/10/26 | CULL | CULLIGAN WATER | 72.00 | | 9831 | Direct Deposit |
| 92405 | 02/10/26 | LDRC | LABELLE DOWNTOWN | 1,741.00 | | 9831 | Direct Deposit |
| 92406 | 02/10/26 | MAUJEN | MAULDIN & JENKINS LLC | 20,000.00 | | 9831 | Direct Deposit |
| 92407 | 02/10/26 | SPANE005 | SPAN ENTERPRISES, LLC DBA | 784.64 | | 9831 | Direct Deposit |
| 92408 | 02/10/26 | SSW | SHARON SANDERS WHITE | 165.00 | | 9831 | Direct Deposit |
| 92409 | 02/10/26 | THEMA005 | THE MAKER'S MOTIF INC. | 390.00 | | 9831 | Direct Deposit |
| 92411 | 02/10/26 | VISA | VISA | 9,293.27 | | 9834 | |
| 92412 | 02/12/26 | KELLY005 | KELLY KEMLAGE | 185.00 | | 9835 | |
| 92410 | 02/13/26 | SOFDU | ST OF FL. DISBURSEMENT UNIT | 127.34 | | 9833 | |
| 92415 | 02/18/26 | ABP | ACCENT BUSINESS PRODUCTS | 110.71 | | 9839 | |
| 92416 | 02/18/26 | AMARINES | A.MARINES ROAD SERV & TIRE INC | 772.00 | | 9839 | |
| 92417 | 02/18/26 | BCSI | BUILDERS CHOICE SUPPLY INC | 98.48 | | 9839 | |
| 92418 | 02/18/26 | BSA | BRIDGE STREET AUTO PARTS, INC. | 3,833.99 | | 9839 | |

| Check # | Check Date | Vendor | | Amount Paid | Reconciled/Void | Ref Num | |
|---|---|---|---|---|---|---|---|
| GEN FUND POOLED GENERAL FUND POOLED CASH Continued | | | | | | | |
| 92419 | 02/18/26 | C-000013 | JESSICA A NOACK | 100.00 | | 9839 | |
| 92420 | 02/18/26 | C-000014 | LIFE MINISTRIES OF LABELLE INC | 100.00 | | 9839 | |
| 92421 | 02/18/26 | CAC | COX AIR CONDITIONING INC | 120.00 | | 9839 | |
| 92422 | 02/18/26 | HCSO | HENDRY COUNTY SHERIFF'S OFFICE | 80,000.00 | | 9839 | |
| 92423 | 02/18/26 | ISBC | IPITOMY SMARTER BUSINESS COMMU | 73.44 | | 9839 | |
| 92424 | 02/18/26 | LCBOCC | LEE COUNTY SOLID WASTE | 423.99 | | 9839 | |
| 92425 | 02/18/26 | LFORD | LABELLE FORD | 521.04 | | 9839 | |
| 92426 | 02/18/26 | MGL | MGL PRINTING SOLUTIONS | 609.00 | | 9839 | |
| 92427 | 02/18/26 | PABEPLP | PALM BEACH PLUMBING PARTS | 421.36 | | 9839 | |
| 92428 | 02/18/26 | WSC | WINDMILL SPRINKLER CO., INC. | 23.69 | | 9839 | |
| 92429 | 02/18/26 | CQL | CAPTAINS QUICK LUBE | 414.89 | | 9841 | Direct Deposit |
| 92430 | 02/18/26 | DEXI | DEX IMAGING LLC | 383.42 | | 9841 | Direct Deposit |
| 92431 | 02/18/26 | INM | INDEPENDENT NEWSMEDIA INC USA | 435.26 | | 9841 | Direct Deposit |
| 92432 | 02/18/26 | LILLI005 | LILLIAN M DAVENPORT | 368.54 | | 9841 | Direct Deposit |
| 92433 | 02/18/26 | SECUR005 | SECURITY FENCE OF SWFL INC | 3,990.00 | | 9841 | Direct Deposit |
| 92434 | 02/18/26 | TFSLLC | TEN-8 FIRE & SAFETY, LLC | 126.78 | | 9841 | Direct Deposit |
| 92435 | 02/20/26 | SOFDU | ST OF FL. DISBURSEMENT UNIT | 127.34 | | 9845 | |
| 92458 | 02/23/26 | CALOO005 | CALOOSA CATERING COMPANY INC | 2,800.00 | 02/23/26 VOID | 9850 | (Reason: Incorrect Code) |
| 92459 | 02/23/26 | CALOO005 | CALOOSA CATERING COMPANY INC | 2,800.00 | | 9851 | |
| 92436 | 02/24/26 | ALLSTATE | AMERICAN HERITAGE LIFE INS CO | 2,237.84 | | 9846 | |
| 92437 | 02/24/26 | ALLSTATE | AMERICAN HERITAGE LIFE INS CO | 586.16 | | 9846 | |
| 92438 | 02/24/26 | BCSI | BUILDERS CHOICE SUPPLY INC | 667.01 | | 9846 | |
| 92439 | 02/24/26 | BRENTS | BRENT STEVENS | 833.82 | | 9846 | |
| 92440 | 02/24/26 | BSA | BRIDGE STREET AUTO PARTS, INC. | 2,799.07 | | 9846 | |
| 92441 | 02/24/26 | COLW2 | CITY OF LABELLE WATER AND SANI | 3,197.46 | | 9846 | |
| 92442 | 02/24/26 | COMCAST | COMCAST | 324.85 | | 9846 | |
| 92443 | 02/24/26 | ESTIRE | ES TIRE CENTER, LLC | 20.00 | | 9846 | |
| 92444 | 02/24/26 | HARDY005 | HARDY CHEVROLET GMC, INC | 110,390.00 | | 9846 | |
| 92445 | 02/24/26 | ODCFM | OVERHEAD DOOR CO OF FORT MYERS | 700.00 | | 9846 | |
| 92446 | 02/24/26 | SWCO | SHERWIN WILLIAMS CO. | 184.70 | | 9846 | |
| 92447 | 02/24/26 | TIJUA005 | TIJUANA WARNER | 536.48 | | 9846 | |
| 92448 | 02/24/26 | BPE | BARRY'S POWER EQUIPMENT | 328.46 | | 9848 | Direct Deposit |
| 92449 | 02/24/26 | CHPCO005 | CPH CONSULTING, LLC | 5,300.00 | | 9848 | Direct Deposit |
| 92450 | 02/24/26 | CIC | CHANNEL INNOVATIONS CORP. | 777.88 | | 9848 | Direct Deposit |
| 92451 | 02/24/26 | FOSTER | FOSTER & FOSTER INC. | 4,550.00 | | 9848 | Direct Deposit |
| 92452 | 02/24/26 | JLRFI005 | JLR FIRE INSPECTIONS LLC | 3,166.00 | | 9848 | Direct Deposit |
| 92453 | 02/24/26 | LNATL | GLOBE LIFE | 446.88 | | 9848 | Direct Deposit |
| 92454 | 02/24/26 | LUNAF005 | LUNA FUELS HENDRY INC | 396.12 | | 9848 | Direct Deposit |
| 92455 | 02/24/26 | PTLLC | PROTECTED TRUST LLC | 3,602.66 | | 9848 | Direct Deposit |
| 92456 | 02/24/26 | QUALITY | QUALITY 1 AUTO CARE INC | 815.99 | | 9848 | Direct Deposit |
| 92457 | 02/24/26 | SUPPLYL | SUPPLYLINE | 2,248.85 | | 9848 | Direct Deposit |
| 92461 | 02/26/26 | AFL | AMERICAN FAMILY LIFE ASSR CO. | 626.04 | | 9853 | |
| 92462 | 02/26/26 | AFL | AMERICAN FAMILY LIFE ASSR CO. | 2,005.64 | | 9853 | |
| 92463 | 02/26/26 | CHS | CALOOSA HUMANE SOCIETY | 595.00 | | 9853 | |
| 92464 | 02/26/26 | CORE | CORE & MAIN LP | 28,946.75 | | 9853 | |
| 92465 | 02/26/26 | DOUGM | DOUG MORGAN | 331.99 | | 9853 | |
| 92466 | 02/26/26 | FPL | FLORIDA POWER & LIGHT | 0.00 | 02/26/26 VOID | 0 | |
| 92467 | 02/26/26 | FPL | FLORIDA POWER & LIGHT | 5,206.72 | | 9853 | |
| 92468 | 02/26/26 | HO | HOMERO OLIVAREZ, JR | 225.00 | | 9853 | |
| 92469 | 02/26/26 | LEGALSH | LEGAL SHIELD | 73.75 | | 9853 | |
| 92470 | 02/26/26 | GERAL005 | GERALD MIXON CONCRETE INC | 10,750.00 | | 9855 | Direct Deposit |
| 92471 | 02/26/26 | ORKINPC | ORKIN, LLC | 130.00 | | 9855 | Direct Deposit |

| Check # | Check Date | Vendor | | Amount Paid | Reconciled/Void Ref Num | | |
|---|---|---|---|---|---|---|---|
| GEN FUND POOLED GENERAL FUND POOLED CASH Continued | | | | | | | |
| 92472 | 02/26/26 | SPANE005 | SPAN ENTERPRISES, LLC DBA | 16.83 | | 9855 | Direct Deposit |
| 92460 | 02/27/26 | SOFDU | ST OF FL. DISBURSEMENT UNIT | 127.34 | | 9852 | |

| Checking Account Totals | Paid | Void | Amount Paid | Amount Void |
|---|---|---|---|---|
| Checks: | 69 | 3 | 367,395.48 | 29,493.32 |
| Direct Deposit: | 31 | 0 | 131,517.29 | 0.00 |
| Total: | 100 | 3 | 498,912.77 | 29,493.32 |

| UTILITY DEPOSIT Water Revenue Deposit | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2675 | 02/02/26 | U-000314 | GARCIA, CHRISTIAN ALEJANDRO OR | 96.73 | | 9818 | |
| 2676 | 02/02/26 | U-000315 | ZAMORA RIVERA, MARIO RENE | 92.56 | | 9818 | |
| 2677 | 02/02/26 | U-000316 | SINGH, JARNAIL | 73.06 | | 9818 | |
| 2678 | 02/18/26 | U-000317 | SALGADO PACHECO, LUIS A | 73.56 | | 9840 | |
| 2679 | 02/18/26 | U-000318 | LEGACY MOSS LANDING LLC | 121.52 | | 9840 | |
| 2680 | 02/18/26 | U-000319 | GONZALEZ MEDINA, ELIZABETH | 27.86 | | 9840 | |

| Checking Account Totals | Paid | Void | Amount Paid | Amount Void |
|---|---|---|---|---|
| Checks: | 6 | 0 | 485.29 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 6 | 0 | 485.29 | 0.00 |

| UTILITY POOLED UTILITY FUND POOLED CASH | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1284 | 02/02/26 | CENTLINK | CENTURYLINK | 128.03 | | 9819 | |
| 1285 | 02/02/26 | CTTF | COUNTY TRANSPORTATION TRST FND | 237.50 | | 9819 | |
| 1286 | 02/02/26 | LUMEN | LUMEN | 559.25 | 02/02/26 VOID | 9819 | (Reason: ZERO BALANCE STMT) |
| 1287 | 02/02/26 | PRM | PUBLIC RISK MANAGEMENT | 9,940.77 | | 9821 | Direct Deposit |
| 1288 | 02/04/26 | FRS | FLORIDA RETIREMENT SYSTEM | 5,901.76 | | 9826 | |
| 1299 | 02/06/26 | AMACS | AMAZON CAPITAL SERVICES | 759.27 | | 9837 | |
| 1289 | 02/10/26 | ABP | ACCENT BUSINESS PRODUCTS | 80.26 | | 9830 | |
| 1290 | 02/10/26 | CLINK | CENTURYLINK | 285.22 | | 9830 | |
| 1291 | 02/10/26 | CORE | CORE & MAIN LP | 27,843.82 | | 9830 | |
| 1292 | 02/10/26 | FPL | FLORIDA POWER & LIGHT | 17,131.00 | | 9830 | |
| 1293 | 02/10/26 | SHRED | SHRED-IT USA | 46.15 | | 9830 | |
| 1294 | 02/10/26 | WASTEC | WASTE CONNECTIONS INC | 102,599.47 | | 9830 | |
| 1295 | 02/10/26 | CULL | CULLIGAN WATER | 50.00 | | 9832 | Direct Deposit |
| 1296 | 02/10/26 | TETRA005 | TETRA TECH, INC | 1,350.00 | | 9832 | Direct Deposit |
| 1297 | 02/10/26 | THEMA005 | THE MAKER'S MOTIF INC. | 390.00 | | 9832 | Direct Deposit |
| 1298 | 02/10/26 | WOODARD | WOODARD & CURRAN INC | 151,552.42 | | 9832 | Direct Deposit |
| 1300 | 02/18/26 | ABP | ACCENT BUSINESS PRODUCTS | 141.51 | 02/18/26 VOID | 9842 | |
| 1301 | 02/18/26 | AMARINES | A.MARINES ROAD SERV & TIRE INC | 20.00 | 02/18/26 VOID | 9842 | |
| 1302 | 02/18/26 | ISBC | IPITOMY SMARTER BUSINESS COMMU | 24.48 | 02/18/26 VOID | 9842 | |
| 1303 | 02/18/26 | MGL | MGL PRINTING SOLUTIONS | 203.00 | 02/18/26 VOID | 9842 | |
| 1304 | 02/18/26 | WSC | WINDMILL SPRINKLER CO., INC. | 95.49 | 02/18/26 VOID | 9842 | |
| 1305 | 02/18/26 | BMI | BADGER METER INC. | 3,165.66 | | 9843 | Direct Deposit |
| 1306 | 02/18/26 | EVERG005 | EVERGLADES EQUIPMENT GROUP | 635.83 | | 9843 | Direct Deposit |
| 1307 | 02/18/26 | TETRA005 | TETRA TECH, INC | 910.00 | | 9843 | Direct Deposit |
| 1308 | 02/18/26 | ABP | ACCENT BUSINESS PRODUCTS | 141.51 | | 9844 | |
| 1309 | 02/18/26 | AMARINES | A.MARINES ROAD SERV & TIRE INC | 20.00 | | 9844 | |
| 1310 | 02/18/26 | ISBC | IPITOMY SMARTER BUSINESS COMMU | 24.48 | | 9844 | |
| 1311 | 02/18/26 | MGL | MGL PRINTING SOLUTIONS | 203.00 | | 9844 | |
| 1312 | 02/18/26 | WSC | WINDMILL SPRINKLER CO., INC. | 95.49 | | 9844 | |
| 1313 | 02/24/26 | COLW2 | CITY OF LABELLE WATER AND SANI | 2,226.59 | | 9847 | |
| 1314 | 02/24/26 | KGAUSE | KATHARINA GAUSE | 150.00 | | 9849 | Direct Deposit |

| Check # | Check Date | Vendor | | Amount Paid | Reconciled/Void | Ref Num |
|---|---|---|---|---|---|---|
| UTILITY POOLED | UTILITY FUND POOLED CASH | | Continued | | | |
| 1315 | 02/24/26 | PTLLC | PROTECTED TRUST LLC | 450.34 | | 9849 Direct Deposit |
| 1316 | 02/26/26 | CORE | CORE & MAIN LP | 9,834.59 | | 9854 |
| 1317 | 02/26/26 | FPL | FLORIDA POWER & LIGHT | 28,944.15 | | 9854 |
| 1318 | 02/26/26 | MGL | MGL PRINTING SOLUTIONS | 1,640.00 | | 9854 |
| 1319 | 02/26/26 | POL | POSTMASTER - LABELLE, FL. | 1,500.00 | | 9854 |
| 1320 | 02/26/26 | WILADA | US WATER SERVICE CORP | 214,305.35 | | 9854 |

| Checking Account Totals | Paid | Void | Amount Paid | Amount Void |
|---|---|---|---|---|
| Checks: | 21 | 6 | 413,947.64 | 1,043.73 |
| Direct Deposit: | 10 | 0 | 168,595.02 | 0.00 |
| Total: | 31 | 6 | 582,542.66 | 1,043.73 |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|---|---|---|---|---|
| Checks: | 96 | 9 | 781,828.41 | 30,537.05 |
| Direct Deposit: | 41 | 0 | 300,112.31 | 0.00 |
| Total: | 137 | 9 | 1,081,940.72 | 30,537.05 |

Totals by Year-Fund

| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
|---|---|---|---|---|---|
| GENERAL FUND | 6-001 | 477,270.33 | 0.00 | 21,642.44 | 498,912.77 |
| WATER FUND | 6-041 | 162,468.64 | 0.00 | 0.00 | 162,468.64 |
| SEWER FUND | 6-042 | 317,474.55 | 0.00 | 0.00 | 317,474.55 |
| SANITATION OPERATION FUND | 6-043 | 102,599.47 | 0.00 | 0.00 | 102,599.47 |
| Year Total: | | 1,059,812.99 | 0.00 | 21,642.44 | 1,081,455.43 |
| WATER FUND | X-041 | 2.80 | 0.00 | 0.00 | 2.80 |
| SEWER FUND | X-042 | 304.63 | 0.00 | 0.00 | 304.63 |
| SANITATION OPERATION FUND | X-043 | 177.86 | 0.00 | 0.00 | 177.86 |
| Year Total: | | 485.29 | 0.00 | 0.00 | 485.29 |
| Total Of All Funds: | | 1,060,298.28 | 0.00 | 21,642.44 | 1,081,940.72 |

Totals by Fund

| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
|---|---|---|---|---|---|
| GENERAL FUND | 001 | 477,270.33 | 0.00 | 21,642.44 | 498,912.77 |
| WATER FUND | 041 | 162,471.44 | 0.00 | 0.00 | 162,471.44 |
| SEWER FUND | 042 | 317,779.18 | 0.00 | 0.00 | 317,779.18 |
| SANITATION OPERATION FUND | 043 | 102,777.33 | 0.00 | 0.00 | 102,777.33 |
| Total Of All Funds: | | 1,060,298.28 | 0.00 | 21,642.44 | 1,081,940.72 |

| Fund Description | Fund | Current | Prior Rcvd | Prior Open | Paid Prior | Fund Total |
|---|---|---|---|---|---|---|
| GENERAL FUND | 6-001 | 477,270.33 | 0.00 | 0.00 | 0.00 | 477,270.33 |
| WATER FUND | 6-041 | 162,468.64 | 0.00 | 0.00 | 0.00 | 162,468.64 |
| SEWER FUND | 6-042 | 317,474.55 | 0.00 | 0.00 | 0.00 | 317,474.55 |
| SANITATION OPERATION FUND | 6-043 | 102,599.47 | 0.00 | 0.00 | 0.00 | 102,599.47 |
| Year Total: | | 1,059,812.99 | 0.00 | 0.00 | 0.00 | 1,059,812.99 |
| WATER FUND | X-041 | 2.80 | 0.00 | 0.00 | 0.00 | 2.80 |
| SEWER FUND | X-042 | 304.63 | 0.00 | 0.00 | 0.00 | 304.63 |
| SANITATION OPERATION FUND | X-043 | 177.86 | 0.00 | 0.00 | 0.00 | 177.86 |
| Year Total: | | 485.29 | 0.00 | 0.00 | 0.00 | 485.29 |
| Total Of All Funds: | | 1,060,298.28 | 0.00 | 0.00 | 0.00 | 1,060,298.28 |

# CITY OF LABELLE

# MINUTES

**City Commission Special Meeting**
Thursday, February 05, 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

# Minutes

## 1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:30 PM.

## 2. Invocation and Pledge of Allegiance

Invocation by Commissioner Holland and Pledge of Allegiance lead by Commissioner Ratica.

## 3. Roll Call

PRESENT
Mayor Julie C. Wilkins
Vice Mayor Jackie Ratica
Commissioner Bobbie Spratt
Commissioner Hugo Vargas
Commissioner Kevin Holland
Deputy City Clerk Tia Warner
Executive Assistant Kim Barselou

ABSENT
Attorney Derek Rooney

## 4. New Business

A. Swamp Cabbage (Beer & Wine Request) - Swamp Cabbage Committee

***Motion made by Vice Mayor Ratica, to allow beer sales and liquor samples with patrons getting their hand stamped/marked to show they've received samples. Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed 3-2.***
***Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt***
***Voting Nay: Commissioner Vargas, Commissioner Holland***

## 5. Adjournment

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

***(INTENTIONALLY LEFT BLANK)***

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 6:15 PM.

Julie C. Wilkins, Mayor

ATTEST: Kimberly Barselou, Executive Assistant to the Clerk

# CITY OF LABELLE

# MINUTES

**Local Planning Agency Meeting**
Thursday, February 12, 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

# Minutes

## 1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:31 PM.

## 2. Roll Call

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

ABSENT
Vice Mayor Jackie Ratica

## 3. Invocation and Pledge of Allegiance

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

## 4. New Business

A. ORDINANCE 2026-01 AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 1.58+/-ACRE TRACT GENERALLY LOCATED NORTH AND SOUTH OF WEST YEOMANS AVENUE, NORTH OF WEST HICKPOCHEE AVENUE, AND WEST OF NORTH MAIN STREET; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTIES FROM “DOWNTOWN DISTRICT” DESIGNATION TO “COMMERCIAL” DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

*Daniel DeLisi gave an overview of the opportunities and constraints of Ordinance 2026-01 and Ordinance 2026-02.*

*Kevin Sekula and Mark Hamilton described the overall culture, structure, and goals of Wawa.*

*Patty Kulak provided background and feedback from the planning department in reference to Ordinance 2026-01 and Ordinance 2026-02, but withheld a recommendation*.

Sheriff Steve Whidden commented on the legality of drive-thru traffic in a parking lot.

***Public Hearing Opened 6:26pm***

Comments were made by the following: Mitchell Wills(resident), Neal Mo

***Public Hearing Closed 6:36pm***

***Motion made by Commissioner Spratt to approve a continuation of Ordinance 2026-01 and Ordinance 2026-02, Seconded by Commissioner Vargas. Mayor Wilkins called for***

***the question. Motion passed unanimously.***
***Voting Yea: Mayor Wilkins, Commissioner Spratt, Commissioner Vargas, Commissioner Holland***

B. ORDINANCE 2026-02 AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 1.58+/-ACRE TRACT GENERALLY LOCATED NORTH AND SOUTH OF WEST YEOMANS AVENUE, NORTH OF WEST HICKPOCHEE AVENUE, AND WEST OF NORTH MAIN STREET, AMENDING THE ZONING DESIGNATION FROM PLANNED UNIT DEVELOPMENT (PUD) AND DOWNTOWN BUSINESS DISTRICT (DBD) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

**5. Adjournment**

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 6:37 PM.

_____

Julie C. Wilkins, Mayor

_____

ATTEST: Tijauna Warner, MPA, MMC, City Clerk

# CITY OF LABELLE

# MINUTES

**Regular Commission Meeting**
Thursday, February 12, 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

# Minutes

**1. Call to Order**

The meeting was called to order by Mayor Wilkins at 6:44 PM.

**2. Roll Call**

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

ABSENT
Vice Mayor Jackie Ratica

**3. Invocation and Pledge of Allegiance**

*Waived.*

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

Mayor Wilkins advised that the following two (2) items were removed from the agenda: Animal Control and Waste Connection.

**5. Presentations**

*None.*

**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 January Check Register**

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

January 8, 2026 Local Planning Agency Meeting Minutes

January 8, 2026 City Commission Meeting Minutes

February 3, 2026 City Commission Comprehensive Plan Workshop Minutes

**C. Approval of Staff Reports:**

-HCSO- Lt. Allen Hudson

-Fire Department- Chief Brent Stevens

-Building Department- Mark Lynch

-Code Enforcement- Zane Mungillo

D. Accurate Drilling Systems, Inc Agreement (ITB 2025-02 Helms Road Water Main Extension)

E. FDEP Consent Order Case No. 25-1567

F. RESOLUTION 2026-06 A RESOLUTION OF CITY OF LABELLE, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

***Motion made by Commissioner Spratt to approve Consent Agenda Items pulling the following items: HCSO Staff Report, Fire Department Pension True Up, and the Three (3) Vehicle Disposition of Property Report, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.***
***Voting Yea: Mayor Wilkins, Commissioner Spratt, Commissioner Vargas, Commissioner Holland***

**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. Fire Department Pension True Up - Chief Brent Stevens

*Sheriff Steven Whidden gave a brief description of the HSCO Staff Report.*

*Fire Chief Brent Stevens and Lilly Davenport gave a brief explanation on the Fire Department Pension True Up. A discussion ensued.*

B. Three (3) Vehicle Disposition of Property Report (Auction)

*Superintendent Mitchell Wills gave a brief explanation on why the three (3) vehicles were up for disposition and going to auction.*

***Motion made by Commissioner Spratt to approve the HSCO Staff Report, Fire Department Pension True Up, and the Three (3) Vehicle Disposition of Property Report, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.***
***Voting Yea: Mayor Wilkins, Commissioner Spratt, Commissioner Vargas, Commissioner Holland***

C. RESIDENCE AT GRAND OAKS TREE REMOVAL PERMIT

Patty Kulak gave a brief description of the Residence at Grand Oaks Tree Removal Permit.

***Motion made by Commissioner Vargas to approve Residence at Grand Oaks Tree Removal Permit with the condition of re-planting of 140" of live oaks on site and meeting the minimum size, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed unanimously.***
***Voting Yea: Mayor Wilkins, Commissioner Spratt, Commissioner Vargas, Commissioner Holland***

D. Southern Swamp Gala Temporary Use & Special Events Application #1802 - SW Florida Heros Foundation Inc.

*Patty Kulak gave a brief description of Southern Swamp Gala Temporary Use & Special Events Application #1802.*

*Stephanie Diogo expressed concerns with having to come before the City Commission to get approval for this event every year. A discussion ensued.*

***Motion made by Commissioner Spratt to approve the Southern Swamp Gala Temporary Use & Special Events Application #1802, Seconded by Commissioner Holland. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Spratt, Commissioner Vargas, Commissioner Holland***

E. Waste Connections Annual Rate Adjustment - Antonio Barrett

*This item was removed from the agenda prior to discussion. No action was taken.*

F. State Road 80 Overlay District Permitted uses within Section 4-87.3 - Alexis Crespo

Patty explained that during a pre-application meeting, a prospective applicant in the State Road 80 Overlay District (near the proposed Wawa location) inquired about a new retail use. While reviewing the code, staff identified that retail sales and rental establishments are currently listed as requiring a Special Exception within the State Road 80 Overlay District.

She clarified that this requirement was a scrivener's error, as retail uses have previously been approved in that district and are consistent with the intended purpose of the State Road 80 Overlay, which is to encourage retail development.

Patty is requesting direction from the board to allow staff to correct the scrivener's error by removing the requirement for a Special Exception for retail sales and rental establishments.

G. Animal Control - Linda Phillips

*This item was removed from the agenda prior to discussion. No action was taken.*

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

A. ORDINANCE 2025-08 AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-13 FOR THE LABELLE RIVERSIDE PLANNED UNIT DEVELOPMENT LOCATED IMMEDIATELY SOUTH OF COWBOY WAY AND ¼ MILE EAST OF DR. MARTIN LUTHER KING JR. BLVD; AMENDING THE CONDITIONS OF APPROVAL; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

*Patty Kulak gave a brief description of Ordinance 2025-08.*

*Derek Rooney read Ordinance 2025-08 title into the record.*

***Public Hearing Opened 7:16pm***

No Public Comments.

***Public Hearing Closed 7:16pm***

***City Commissioner consent to move Ordinance 2025-08 forward to second reading.***

B. RESOLUTION 2026-04 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, ALLOWING FOR A VARIANCE FROM THE RESIDENTIAL NEIGHBORHOOD URBAN (RNU) ZONING DISTRICT DEVELOPMENT REGULATIONS ESTABLISHED IN THE LAND DEVELOPMENT CODE SECTION 4-76(A) THAT REQUIRES AN ACCESSORY SIDE SETBACK OF 7.5 FEET; TO ALLOW FOR A 5-FOOT SIDE YARD SETBACK FOR AN ACCESSORY STRUCTURE AT THE SUBJECT PROPERTY LOCATED AT 990 TROPICANA STREET; IN THE CITY OF LABELLE, FLORIDA; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

*Patty Kulak gave a brief description of Resolution 2026-04.*

***Public Hearing Opened 7:17pm***

***Public Hearing Closed 7:17pm***

***Motion made by Commissioner Vargas to approve Resolution 2026-04, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.***
***Voting Yea: Mayor Wilkins, Commissioner Spratt, Commissioner Vargas, Commissioner Holland***

C. RESOLUTION 2026-05 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA, ALLOWING FOR AN EXTENSION OF A SPECIAL EXCEPTION IN THE CITY OF LABELLE; TO ALLOW FOR A CAR WASH IN THE STATE ROAD 80 OVERLAY DISTRICT AT THE SUBJECT PROPERTY LOCATED AT 240 & 250 SELMA DANIELS AVENUE, CITY OF LABELLE, FLORIDA; PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

*Patty Kulak gave a brief description of Resolution 2026-05.*

***Public Hearing Opened 7:19pm***

***Public Hearing Closed 7:19pm***

***Motion made by Commissioner Spratt to approve Resolution 2026-05, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed unanimously.***
***Voting Yea: Mayor Wilkins, Commissioner Spratt, Commissioner Vargas, Commissioner Holland***

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

*(Limited to 3 minutes per person)*

Public comments were given by the following: Ayman Kaki and Stella Lucky

**10. City Related Business by Commissioners**

**11. Adjournment**

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 7:40 PM.

_____

Julie C. Wilkins, Mayor

_____

ATTEST: Tijauna Warner, MPA, MMC, City Clerk

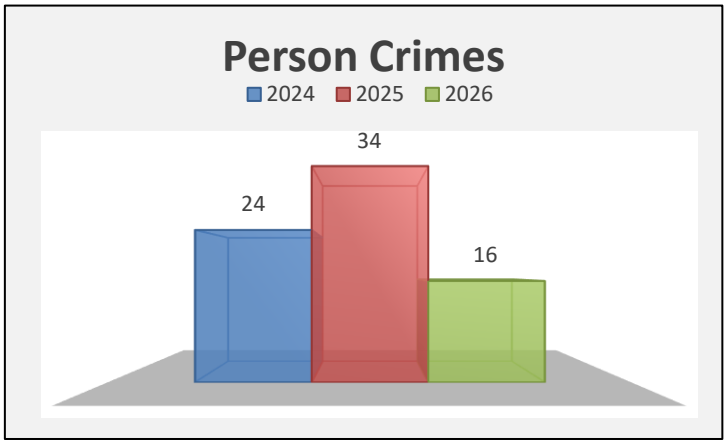
# Hendry County Sheriff's Office

**City of LaBelle Crime Report for March 2026 Meeting**

**Dates: 01/23/2026-02/23/2026**

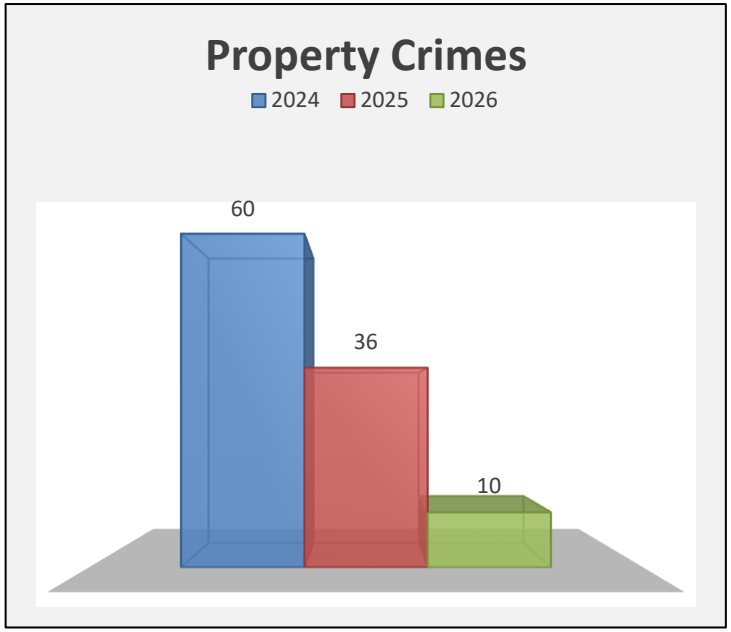
| Person Crimes | Feb | Jan. 2026 | Dec. | Nov. |
|---|---|---|---|---|
| Homicide | 0 | 0 | 0 | 0 |
| Robbery | 0 | 0 | 0 | 0 |
| Sex Crime | 1 | 1 | 1 | 1 |
| Assault | 1 | 0 | 0 | 0 |
| Battery - Simple | 2 | 0 | 0 | 1 |
| Domestic | 6 | 5 | 0 | 2 |
| **TOTAL** | **10** | **6** | **1** | **4** |

| YTD 2026 | YTD 2025 | YTD 2024 |
|---|---|---|
| 0 | 0 | 0 |
| 0 | 0 | 2 |
| 2 | 3 | 5 |
| 1 | 10 | 0 |
| 2 | 10 | 9 |
| 11 | 11 | 8 |
| **16** | **34** | **24** |

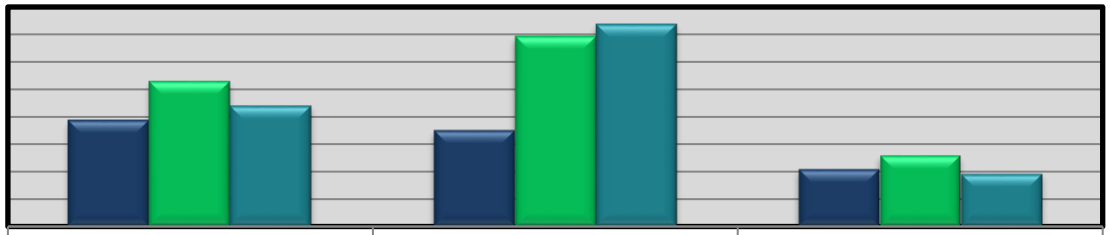



| Property Crimes | Feb | Jan. 2026 | Dec. | Nov. |
|---|---|---|---|---|
| Stolen Vehicle | 1 | 0 | 2 | 0 |
| Theft | | | | |
| - Construction | 1 | 0 | 0 | 0 |
| - Residential | 3 | 2 | 2 | 2 |
| - Retail | 0 | 0 | 3 | 0 |
| Burglary | | | | |
| - Residential | 0 | 1 | 1 | 0 |
| - Business | 0 | 0 | 0 | 0 |
| - Vehicle | 2 | 0 | 1 | 1 |
| Criminal Mischief | 0 | 0 | 0 | 1 |
| **TOTAL** | **7** | **3** | **9** | **4** |

| YTD 2026 | YTD 2025 | YTD 2024 |
|---|---|---|
| 1 | 6 | 3 |
| | | |
| 1 | 0 | 0 |
| 5 | 11 | 23 |
| 0 | 1 | 6 |
| | | |
| 1 | 5 | 4 |
| 0 | 1 | 1 |
| 2 | 0 | 15 |
| 0 | 12 | 8 |
| **10** | **36** | **60** |

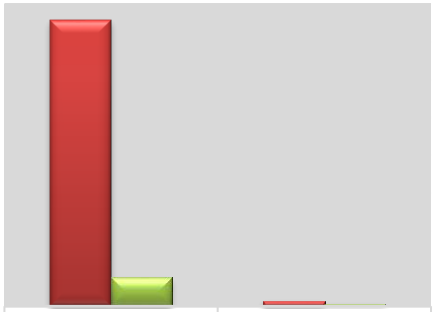


## Year-to-Date Call Summary, by District



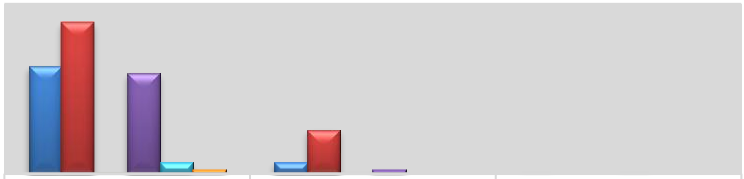
| | District 1 | District 2 | City of LaBelle |
|---|---|---|---|
| 2024 | 7,707 | 6,959 | 4,133 |
| 2025 | 10,565 | 13,845 | 5,136 |
| 2026 | 8,826 | 14,763 | 3,848 |

## City Units



| | CAD Calls | Offense Reports |
|---|---|---|
| D/S Hull | 379 | 7 |
| D/S Bell | 38 | 3 |

## City of LaBelle



| | D1 Deputies | D/S Hull | D/S Bell |
|---|---|---|---|
| Business Checks | 759 | 82 | 4 |
| Residential Checks | 1,070 | 309 | 0 |
| Security Checks | 7 | 4 | 1 |
| Traffic Stops | 708 | 27 | 5 |
| Warrants | 80 | 2 | 0 |
| Arrests | 30 | 2 | 0 |

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:

- February Calls- 117
- Public Relation Events-8

### 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 29 times for mutual aid to outlining areas since 10/1/2025.

### Station

- Station design is underway.

Thank You,

Chief Brent Stevens
LaBelle Fire Department
863-234-8639

Range: First to Last  Issue Date Range: 02/01/26 to 02/28/26  **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 RSRC PL ROW PLANNING | TOTAL ELECTRICAL PL UA LT PLUMBING |
|---|---|---|---|---|---|---|
| Grand Totals: | 220,650.20 | 0 | PAID: | 0.00 | 0.00 | 2,167.36 |
| | | 0.00 | | 1,784.60 | 0.00 | 148.00 |
| | | | | 96.00 | 0.00 | 0.00 |
| | | | | 0.00 | 0.00 | 60.00 |
| | | | PERMIT COUNT: | 0 | 0 | 18 |
| | | | | 16 | 0 | 4 |
| | | | | 1 | 0 | 0 |
| | | | | 0 | 0 | 1 |

BP SURC2 - Bldg Code Admin & Inspect Brd

| | |
|---|---|
| 1. Number of permits issued at the minimum surcharge rate 12 x $2 | $ 24.00 |
| 2. Permit fees collected at other than minimum surcharge | $ 1,161.60 |
| 3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5) | $ 17.42 |
| 4. Total of Lines 1 & 3 | $ 41.42 |
| 5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10) | $ 4.14 |
| 6. Surcharge amount due (line 4 less line 5) | $ 37.28 |

BP SURCH - FL Building Commission Surchar

| | |
|---|---|
| 1. Number of permits issued at the minimum surcharge rate 16 x $2 | $ 32.00 |
| 2. Permit fees collected at other than minimum surcharge | $ 534.00 |
| 3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010) | $ 5.34 |
| 4. Total of Lines 1 & 3 | $ 37.34 |
| 5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10) | $ 3.73 |
| 6. Surcharge amount due (line 4 less line 5) | $ 33.61 |

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

Range: PID: First to Last Range of Util Accounts: First to Last
: Range of Customers: First to Last
:
Range of Codes: BUI to BUI Range of Years: First to 2027 Range of Periods: 1 to 12
Range of Batch Ids: First to Last Range of Dates: 02/01/26 to 02/28/26
Range of Reference #s: First to Last Range of Sections: First to Last Name to Print: Bill To
Print Ref Num: N
Payment Type Includes: Sp Charges: Y Prop Lien: N Sp Assmnt: Y Water: Y Sewer: Y
Voucher Agency: Y Garbage: Y Invoice: Y
Misc: Y
Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N VT: Y
Range of Installment Due Dates: First to Last
Print Only Miscellaneous w/Parcel Id: N Sort Miscellaneous Payments by Utility Account: N
Print Only Miscellaneous w/Utility Id: N

| Code | Description | Count | Principal | | | | Interest | Total |
|---|---|---|---|---|---|---|---|---|
| | | | Arrears/Other | Fiscal 2025 | Fiscal 2026 | Fiscal 2027 | | |
| BUI | BUILDING DEPT PYMTS | 33 | 1,097.01 | 0.00 | 0.00 | 0.00 | 0.00 | 1,097.01 |
| | Invoice Payments | 33 | 1,097.01 | 0.00 | 0.00 | 0.00 | 0.00 | 1,097.01 |
| | Payments Total: | 33 | 1,097.01 | 0.00 | 0.00 | 0.00 | 0.00 | 1,097.01 |
| | Cash O/S Total: | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | NSF Reversals Total: | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Total: | 33 | 1,097.01 | 0.00 | 0.00 | 0.00 | 0.00 | 1,097.01 |

| | |
|---|---|
| Total Cash: | 0.00 |
| Total Check: | 64.00 |
| Total Credit: | 0.00 |
| Total V Term: | 1,033.01 |

***Hugo Vargas***
Commissioner

***Kevin Holland***
Commissioner

***Jackie***
Commissioner

***Bobbie Spratt***
Commissioner

*"The City of Oaks"*

***Julie C. Wilkins***
Mayor

# Monthly Staff Report

**Department:** Code Enforcement
**Reporting Period:** February 2026

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## 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:** 126
- **New Cases Opened:** 6
- **Cases Closed:** 20

Enforcement actions taken during the month included:

- **Courtesy Notices Issued:** 6
- **Notices of Compliance Issued:** 6
- **Notices of Continuance:** 5
- **Notices of Violation / Notices of Hearing (NOV/NOH):** 10
- **A.N.C. Notices:** 1
- **Notice of Hearing Changes:** 4
- **Sunshine Citations Issued:** 1

Additional enforcement and administrative actions:

- **Properties Posted:** 4
- **Lien Searches Conducted:** 8

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

***Hugo Vargas***
Commissioner

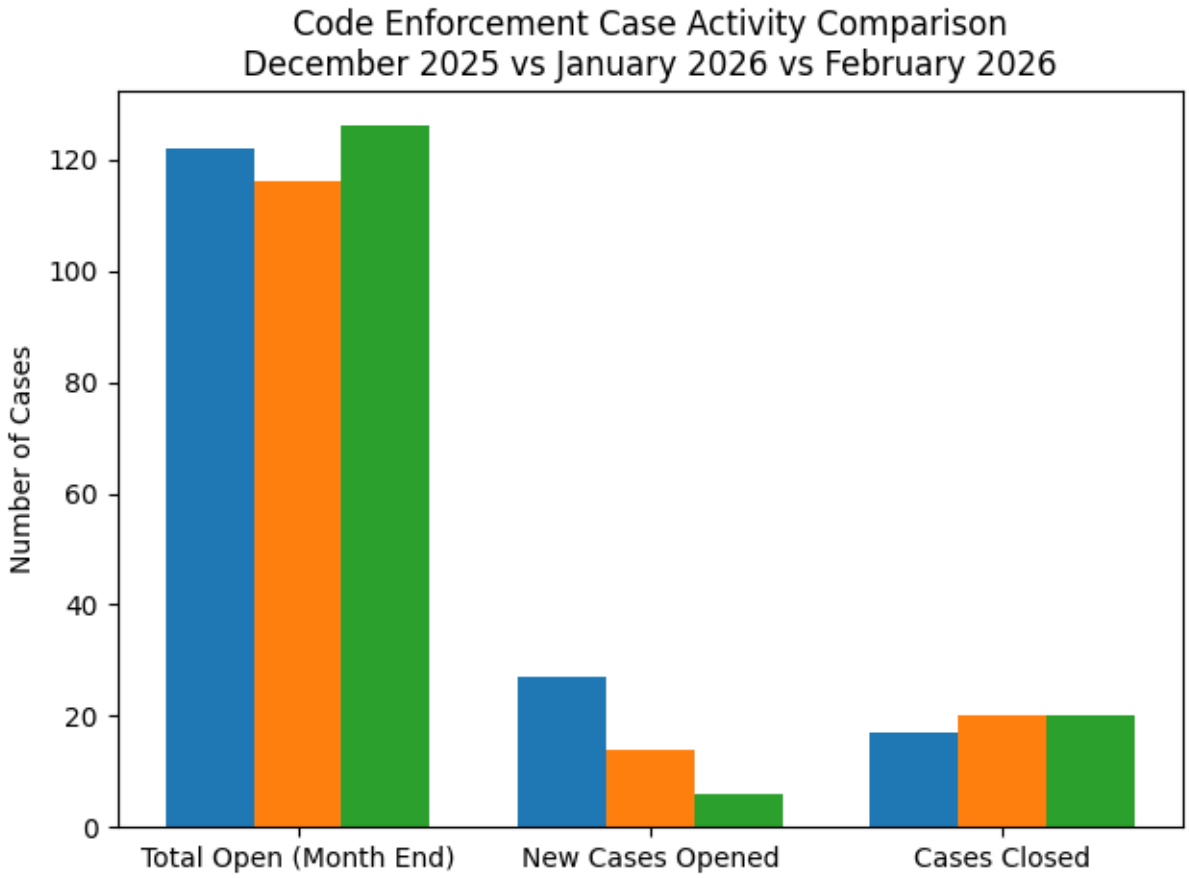
***Kevin Holland***
Commissioner

***Jackie***
Commissioner

***Bobbie Spratt***
Commissioner

*"The City of Oaks"*

***Julie C. Wilkins***
Mayor

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## Inspections & Enforcement Activity

Inspection activity remained steady during the reporting period.

- **Total Site Inspections Conducted:** 106

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

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***Hugo Vargas***
Commissioner

***Kevin Holland***
Commissioner

***Jackie***
Commissioner

***Bobbie Spratt***
Commissioner

*"The City of Oaks"*

***Julie C. Wilkins***
Mayor

# 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:** 76
  *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:** 16
- **Single-Family Residential Zoning Issues:** 7
- **Unsafe Structures:** 6

All remaining violation categories, including permitting, operational standards, licensing, land use provisions, and miscellaneous code requirements, collectively account for **32 open violations** and are grouped as **Other**.

**Total Open Violations:** 137

***Hugo Vargas***
Commissioner

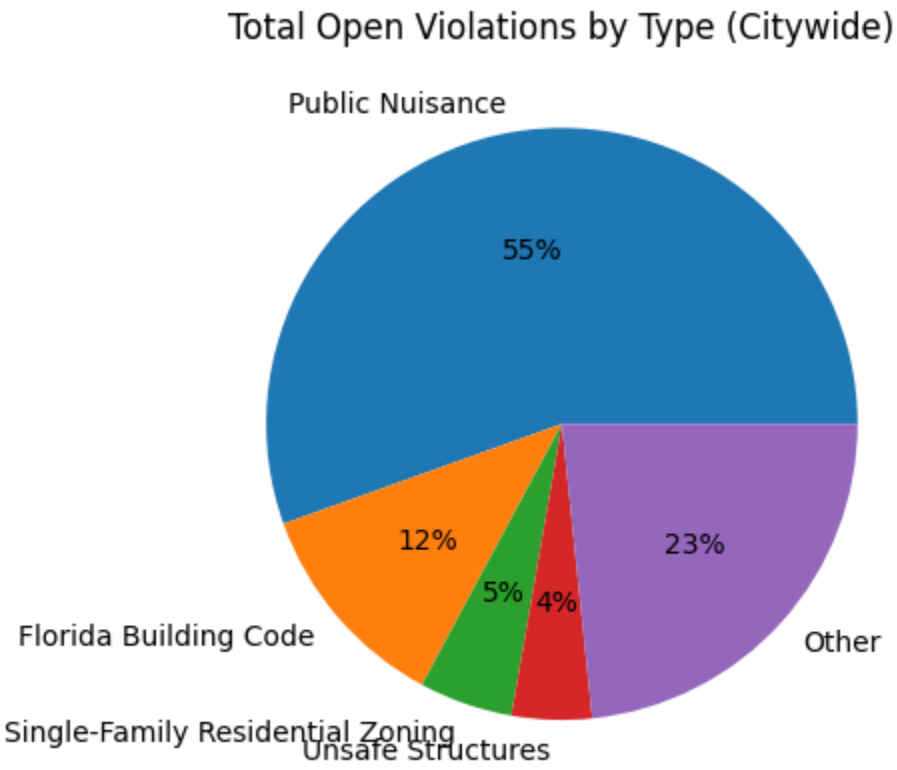
***Kevin Holland***
Commissioner

***Jackie***
Commissioner

***Bobbie Spratt***
Commissioner

*"The City of Oaks"*

***Julie C. Wilkins***
Mayor

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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

- **Total Reservations:** 22

***Hugo Vargas***
Commissioner

***Jackie***
Commissioner

***Kevin Holland***
Commissioner

***Bobbie Spratt***
Commissioner

*"The City of Oaks"*

***Julie C. Wilkins***
Mayor

- **Total Revenue Collected:** $1,681.72

Revenue reflects monies deposited during the reporting period.

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## Safety & Emergency Management

Safety and emergency preparedness efforts continued during the reporting period. Thirteen (13) Knox Boxes were ordered to support emergency access and response capabilities throughout the City. These installations will assist first responders by providing secure and efficient access to buildings during emergency situations.

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## Summary

Overall enforcement activity remained steady during the reporting period. 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.

Zambelli
FIREWORKS

CITY OF LABELLE, FLORIDA

JULY 4. 2026

Fireworks Proposal Prepared By

Ernie Simmons

Cell 863-287-9168
esimmons@zambellifireworks.com

Zambelli
FIREWORKS

## Display Overview: Labelle, Fl.

**Show Date: July 4, 2026**
**BUDGET: $30,000.00 24-25 minutes**

**Insurance Liability Coverage:** $10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry with "AAA" rated companies.

**Permit/Fire Dept:** Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

**Transportation Liability Coverage:** $5 Million dollars as required by United States Department of Transportation. (DOT)

**Workers Compensation:** Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Colorado.

**Transportation:** Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

**Personnel:** Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

**Safety Procedures:** Zambelli Fireworks adheres to all safety regulations. NFPA 1123, 1126 and NFPA 160 codes will be strictly enforced.

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**Product List: Labelle**

**Opening Finale**
**20-2” finale salute shells**
**100-2” color finale shells**

**Body of Program**

**600-3” color and pattern shells**
**10-49 shot multishot boxes in various colors and patterns**
**20-100 shot multi shot boxes in various colors and patterns**

**Mid Finale**
**60-2” finale salute shells**
**300-2” red, white, and blue finale shells**

**Grand Finale**
**60-2” finale salute shells**
**300-2” color finale shells**

**3930 total shots**

**The mid finale will be fired in all RED, White, and Blue half way thru the show.**

Zambelli FIREWORKS

## Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.

- **Shell Size Combinations** A common way for companies to set a show is to shoot all 2 inch shells, then all 3 inch shells, then all 4 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 2.5 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.

- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.

- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli deigns finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 3 inch white coconut trees are laying the ground cover. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

Zambelli FIREWORKS

# Details of Proposed Show Segments

**OPENING:** An opening barrage is designed to attract the attention of the audience and entice them to pay attention…"The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

**The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.**

**FEATURE PRESENTATION:** The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

**Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.**

**BARRAGES OF MULTI-SHOT DEVICES:** Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

Zambelli FIREWORKS

**GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

**The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.**

## Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2015 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

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## WHY CHOOSE ZAMBELLI?

**Zambelli Fireworks prides itself on being able to provide the largest "bang for your buck." We have a Colorado network which is unrivaled in the industry. With our offices in Denver, a permanent storage facility in Aurora, and technicians around the state, Zambelli can pass the savings these local facilities provide, onto you. We can offer more shells, regular site visits for safety, and local technicians and management to ensure you receive the best production possible.**

**Zambelli Fireworks believes in honesty and integrity as a core company philosophy. We invite, and encourage, our clients to audit our firing sites for quality and quantity of our fireworks and equipment.**

## Experience and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL, the western office is located in Bakersfield, CA, the central US office is in Denver Co. Zambelli Fireworks currently employees over 40 full-time individuals and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 100 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

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FIREWORKS

## Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

## Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

## There's a tremendous dedication to technician training to ensure the most safe display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom

and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

## Zambelli Fireworks exists as the largest fireworks company in the United States for one reason…customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

Zambelli FIREWORKS

## COMPANY EXPERIENCE:

### *Internationally Known Programs*

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

### *Top U.S. Festivals and Civic Celebrations*

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

### *Sports Franchises and Venues*

MLB World Series, NFL Super Bowl, Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Florida Marlins, Atlanta Braves, Washington Redskins, Pittsburgh Steelers, Tampa Bay Bucs, Miami Dolphins, Ft. Myers Miracle, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem Wart Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

### *Colorado Displays*

Colorado Rockies, Colorado Rapids, Colorado Outlaws, City of Aurora, City of Arvada, City of Thornton, Town Of Idaho Springs, Fiddlers Green, Elitch Gardens, Steamboat Springs Ski School, Steamboat Lake Resort, I25 Speedway, City of Cripple Creek,
Ute Mountain Casino, as well as many corporate and private events.

Zambelli
FIREWORKS

## Your Personalized Zambelli Fireworks Team and Technicians

Ernie Simmons
Operations Manager
Senior Project Manager
863-287-9168 cell
epsimms@aol.com
esimmons@zambellifireworks.com
Ernie has worked with Zambelli Fireworks since 1978 designing, shooting and training technicians. His primary roles include training both fireworks technicians and Fire Marshals/Safety Officials, and of course lead technician on dozens of shows annually.

Danielle Fredrickson
Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle is the person who works behind the scenes to make everything regarding the fireworks show logistics come together. She will work on the permit applications, certificates of insurance, technician coordination, area site maps, and can answer any question you may have regarding your fireworks display.

Zach Taminosian
Senior Designer/Choreographer
561-395-0955 office
239-225-8012 cell
zach@zambeliifireworks.com

Zach has worked for Zambelli Fireworks for more than twelve years. His in-depth knowledge of show design and choreography is second-to-none. He is tasked with designing some of the largest displays in the United States. Zach also works tirelessly to buy the best fireworks from around the world.
Zach just recently designed and produced the winning program representing the United States in the International Fireworks Competition for 2016 in Calgary.

Zambelli FIREWORKS

## Chrysanthemums

Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

**Body**

Red Chrys
Green Chrys
Yellow Chrys
Blooming Silvery Chrys
Blue Chrys
Red, White and Blue Chrys
Green to Purple Chrys
Varied Colorful Flowers
Multi-Color Chrys
Golden Chrys w/rising tails
Silver to Purple Chrys
Glittering Silver to Red Chrys
Purple Chrys with White Pistil
Red Chrys with white Pistil
Gold Wave to Red/Blue Chrys

Red to Blue Chyrs.
Silver to Green Chyrs.
Gold Chrys. w/ rising tails
Glitter Silver to Red Chrys
White Twinkling Chrys.
Spangle Chrys. w/rising tails
Orange Chrys. w/rising tails
Purple Chrys
Yellow Chrys
Silver Chrys w/rising tails
Silver to Green Chrys
Variegated Rainbow Chrys
Green Chrys with Green Pisitl
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers

Zambelli FIREWORKS

## Peonies

Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

**Body**

White Peony
Silver Wave to Purple Peony
Yellow Peony
Purple Peony w/Gold Palm
Variegated Peony (rainbow)
Red, White and Blue Peony
Silver to Red Peony
Orange Peony
Silver Wave to Blue Peony
Red to Silver Peony
Golden Peony
Red and Green Peony
Color Changing Peony
Popping Peony (Red)
Half Blue Half Red Peony
Half Green Half White Peony
Pink Peony
Green to Silver to Blue Peony

Blue Peony w/Blue Palm Tree.
Multi-Colored Peony
Green Peony w/Gold Palm Tree
Red to Blue Peony
White Peony w/Blue Pistil
Glittering Peony
Silver to Blue Peony
Half Green Half White Peony
Silver Wave to Purple Peony
Green to Purple Peony
Blue Peony w/titanium reports
Blue to Silver Peony
Sparkling Peony w/Pistil
Popping Peony (White)
Half White Half Red Peony
Golden Waves to Purple Peony
Brilliant Orange Peony
Red to White to Blue Peony

Zambelli FIREWORKS

## Crossettes

Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes
Red to Blue Crossettes
Variegated Rainbow Crossettes
Crackling Crossettes
Red to Green Crossettes
Green to Purple Crossettes
Red Crossette Palm Tree
White Flitter Crossettes

Green to Blue Crossettes
Silver Crossettes
Purple and White Crossettes
Gold Crossettes w/rising tails
Green Crossette w/green Tails
Rainbow Crossettes w/red Tails
Blue Crossette Palm Tree
Silver Crossettes

Zambelli FIREWORKS

## Duration/Lingering Effects (Willows, Brocades, Kamuros)

Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Twilight Glitter w/Purple
Brocade Crowns
Brocade Crown to Purple
Variegated Falling Leaves
Long Duration Kamuro
Pixie Dust Willows
White Poca Shells

Twilight Glitter w/Red
Long Duration Red Falling Leaves
Brocade Crown to Red
Purple Falling Leaves
Super Brocade Crowns
Ultra-Long Duration Gold Kamuro
Gold Poca Shells

Zambelli FIREWORKS

## Dahlias

Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia
Green Dahlia w/Pistil
Yellow Dahlia w/Pistil
Pink Dahlia
Gold Strobe Dahlia
Red Strobe Dahlia
Variegated Dalia
Purple and Red Dahlia
Blue Dahlias w/Pistil
Red Dahlia w/Pisitl
Red and Blue Dahlia
Silver Dahlia
Blue Strobe Dahlia
Purple Strobe Dahlia
White Dahlie w/Purple Tips
White Dahlia w/Red Tips

Zambelli FIREWORKS

## Patterns

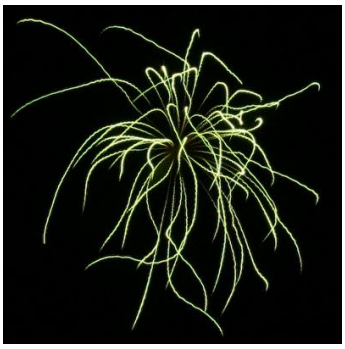
Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Red Palm Trees
Red Hearts
Green to Purple Ring
Octopus Shells
Saturn Rings
Smile Faces
Green to Blue Crossing Rings
White/Red Bowtie in Ring

Blue Palm Trees
Triple Rings
Saturn Blasts
Meteor Rings
Crackling Palm Trees
Triple Rings w/scattering stars
Half White Half Purple Ring

Zambelli FIREWORKS

## Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
Horsetails
Large Silver Whirls (Serpents)
Trees of Many Colors
Peacock Feathers
Thousands of Gold Waves
Peacock Tails
Silver and Purple Strobes
Treasure Chests
Green Magnesium to Fast Strobe
Multi-Color Shell of Shells

Blue Bees
Aluminum King Shells
Blue and Red Spiders
Kaleidoscopes
Gold Sparkling Kamikazes
Thousands of Red Waves
Red, White, Blue Dragon Eggs
Popping Flowers
Red Shell of Shells
Green Shell of Shells
Tourbillion and Multi-Color

Zambelli FIREWORKS

## Specialty Noise

Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Diamond Screamer Whistles
Crackling Double Rings
Crackling Coconut Trees
Twice Crackling Rain
Blue Crackling Flowers
Artillery Titanium
Gold Crackling Chrys
Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Blue Crackling Spiders
Tourbillion w/Reports
Green Crackling Flowers
Thundering Tourbillions
Whistles and Stars

Zambelli FIREWORKS

## Barrage Cakes

Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multi-shot devices. Below are an example of the various types and designs.

35 Shot White Flitter Comet Box
35 Shot Red Crossette Fan Box
35 Shot Thunder Tourbillion Fan Box
35 Shot Dragon Eggs w/Tails
36 Shot Silver Fish with Tourbillion
36 Shot Assorted Colorful Falling Leaves
36 Shot Gold Twinkling Kamuro Box
36 Shot Red and Blue Crossettes
49 Shot Red and Silver Moons
49 Shot Red Crackling Tails
49 Shot Silver Crossettes
49 Shot Red and Green Crossettes
100 Shot Hammer Boxes
100 Shot Brocade Crowns
100 Shot Blue Crossettes with Tails
100 Shot Variegated Peonies
136 Shot W Shape Purple Kamuro
300 Shot 8 Shape White Strobe
372 Shot W-Shape Golden Willow

119 Shot Rapid Fired Gold Comets
192 Shot Fast Pearl Zippers
96 Shot Peacock Tails
140 Shot Silver Rain
80 Shot V-Shape Silver Coconuts
80 Shot V-Shape Rainbow Chrys.
200 Shot Whistling Comets
70 Shot Z-Shape Midnight Snow
400 Shot V Shape Rapid Fire Box
408 Shot Zipper Rapid Fire Box
300 Shot Finale Comet Box
665 Shot Silver Barriers
Angle Wipe Devices – (various angles)
Zipper Curtain Devices
Zipper Chase Devices
Fan Chase Devices
136 Shot W-Shape Silver to Green
300 Shot 8 Shape Red Pear Comets
408 Shot Z Shape Lime Green Pearl

# ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of **this** 3rd **day of** March, **20**26, by and between:

***Zambelli Fireworks Manufacturing Co.*** of Cranberry Township, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

City of LaBelle

(hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

   **Display Date:** July 4, 2026 **Postponement Date:** _____

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.

3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. All those entities/individuals appearing as an additional insured on the certificate of insurance shall be deemed an additional insured per this contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **$** 30,000 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. All credit card payments will be subject to a 3.9% surcharge. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. This Checks shall be made payable to

Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:

(a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.

(b) Zambelli will secure all Fireworks permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications. Client shall be responsible for any Special Event permits required by City. It is the responsibility of the Client to contact the City's Special Events Department regarding their event.

**(c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**

6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.

7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.

8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.

9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as

reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:

(a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.

12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.

13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.

14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.

15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.

16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.

17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.

18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued

interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.

19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.

22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 481 W Hickpochee Avenue, LaBelle, FL 33935

23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

| **FOR Client:** | **FOR: Zambelli Fireworks Manufacturing Co.** |
|---|---|
| BY _____ | BY _____ |
| PRINT _____ | PRINT _____ |
| DATE _____ | DATE _____ |

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**
**1060 Holland Drive, Suite J**
**Boca Raton, FL 33487**

561-395-0955 FAX 561-395-1799

Zambelli FIREWORKS

# *Communication Sheet*

Communications Sheet must be completed in its entirety each year.

***Our insurance carrier requires a newly completed form each year.***

A Zambelli Fireworks representative will use this sheet to contact you.

| | **Customer Information** | | **Show Information** |
|---|---|---|---|
| Customer Name | | Show Date | |
| Address | | Rain Date | |
| City, State, Zip | | Time of Show | |
| E-Mail | | | |
| | **Firing Site Location** | | **Storage Site Location** |
| Description | | Description | |
| Site contact Name | | Site Contact Name | |
| Phone Number | | Phone Number | |
| Address | | Address | |
| City, State, Zip | | City, State, Zip | |
| | **Main Contact** | | **A/P Billing Contact** |
| Name | | Name | |
| Address | | Address | |
| City, State, Zip | | City, State, Zip | |
| Home Phone Number | | Home Phone Number | |
| Fax Number | | Fax Number | |
| Office Number (& ext.) | | Office Number (& ext.) | |
| Cell Number | | Cell Number | |
| E-Mail | | E-Mail | |
| | **Alternate Contact** | | **Show Day Contact** |
| Name | | Name | |
| Address | | Address | |
| City, State, Zip | | City, State, Zip | |
| Home Phone Number | | Home Phone Number | |
| Fax Number | | Fax Number | |
| Office Number (& ext.) | | Office Number (& ext.) | |
| Cell Number | | Cell Number | |
| E-Mail | | E-Mail | |

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

1060 Holland Drive – Suite J
Boca Raton, FL 33487
(561) 395-0955
www.zambellifireworks.com

Zambelli
FIREWORKS

# *Required Insurance Requisition Form*

Customer Name

Address

City State Zip

Display Date Rain Date

Location of Display

City State Zip

Name all Additional Insured

Name & Address of Display Site Property Owner

Certificate to be issued to:

Address

City State Zip

Title Phone

*** This form must be returned with your signed contract for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

1060 Holland Drive – Suite J
Boca Raton, FL 33487
(561) 395-0955
www.zambellifireworks.com

**Zambelli Fireworks**
280 Executive Drive, Suite 100
Cranberry Township, PA 16066
(800) 245-1397

**PLEASE RETURN COMPLETED FORM TO:**
**lorie.martch@zambellifireworks.com**

# CUSTOMER BILLING FORM

## CUSTOMER INFORMATION

| **COMPANY / CUSTOMER** as shown on Federal Tax Return | | **PO #** |
|---|---|---|
| | | |
| **ALTERNATE NAME** if applicable / (doing business as) | | **BILLING TERMS (i.e. Deposit, Net 30)** |
| | | |
| **POINT OF CONTACT NAME** | **BILLING CONTACT NAME** | |
| | | |
| **BILLING ADDRESS:** | | |
| | | |
| | | |
| **PHONE** | **FAX** | **BILLING CONTACT EMAIL** |
| | | |
| **PO# REQUIRED ON INVOICE?** | **DOCUMENTS, BUSINESS LICENSES, OR INFORMATION REQUIRED TO PROCESS PAYMENTS** | |
| YES NO | | |

ORGANIZATION TYPE

| | | | | | |
|---|---|---|---|---|---|
| | Corporation | | Individual / Sole Proprietor | | Joint Venture |
| | LLC | | Partnership / Limited Partnership | | Non Profit |

ENROLL IN ACH/EFT Payments?

| | |
|---|---|
| | YES |
| | NO |

PAYING BY CREDIT CARD? e.g, Visa, MC, etc.

| | |
|---|---|
| | YES |
| | NO |

| **REQUESTOR / CUSTOMER'S NAME** | **SIGNATURE** | **DATE REQUESTED / SENT** |
|---|---|---|
| | | |

| INTERNAL USE ONLY | **VENDOR ID** | **DATE RECEIVED** | **DATE PAYMENT PROCESSED** |
|---|---|---|---|
| | | | |

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

| | |
|---|---|
| **To:** | Honorable Mayor and City Commission |
| **Prepared By:** | Fire Chief Brent Stevens |
| **Date of Meeting:** | 3/12/2025 |
| **Date Submitted:** | 3/2/2025 |
| **Title of Agenda Item:** | ITB 2026-01 |
| **Agenda Location:** | Consent Agenda Item |

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**Report in brief:**

Invitation to bid for hardening and addition to LaBelle Fire Department.

**Staff Comments:** Request Board approval.

**Fiscal Impact: 2025 - 2026**
Has the request been budgeted? X Yes No
If yes, expected cost and account name. Grant funded
If no, amount needed and proposed account:

**Recommended Actions:** Review and Approve

ADVERTISEMENT FOR BIDS
City of LaBelle: LaBelle Fire Department – Hardening and Addition – **ITB 2026-01**
Published on the LaBelle Clerk Legal Notices: Demand Star
www.citylabelle.com

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**PUBLIC NOTICE** is hereby given by the City of LaBelle, Florida, a municipal corporation existing under the laws of the State of Florida, invites interested, licensed and qualified firms to submit competitive sealed proposals in response to **ITB 2026-01**, LaBelle Fire Department Hardening and Addition as outlined in the bidding documents. The Work includes the hardening of the existing building, renovation of the interior of the existing building and a small addition. Bidding documents are available for download from the web site **www.DemandStar.com** under "Bids" and under the Government Agency: "City of LaBelle". Sealed responses must be submitted to the web site **www.DemandStar.com**, no later than **April 16, 2026 at 2:00 P.M. Local Time**. All questions shall be submitted to Tia Warner at tiawarner@citylabelle.com, no later than **April 2, 2026 at 5:00.**

**Bidders are not required to attend the optional pre-bid meeting, in person at the LaBelle Fire Station, located at 280 South Main Street, LaBelle, FL 33935, on March 26, 2026 at 2:00 P.M. local time.**

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M/WBEs are encouraged to participate in the bidding for this project. Bids will be opened at the Public Meeting on**, April 16, 2026 at 2:15 P.M.** and read aloud at the **City Commission Chambers**. NOTE: All prospective Bidders are hereby cautioned not to contact any member of the Fire Department staff, City of LaBelle staff, or officials other than the specified contact person, which is **Tia Warner, City Clerk**. All Written questions shall be submitted to Tia Warner at tiawarner@citylabelle.com. Questions must be received no later than **April 2, 2026, at 5:00 P.M. Local Time**.

**All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

The City welcomes your response to this ITB. Bids should be prepared in accordance with the Instructions to Bidder and will be evaluated by the City as stated herein. The City reserves the right to waive any formalities, to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. All bidders are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of LaBelle, Florida.

Persons with disabilities needing assistance to participate in any of these proceedings should contact **Tia Warner**, City Clerk, at least 48 hours in advance of the meeting.

# SECTION 00200

# INSTRUCTIONS TO BIDDER

## PART 1 GENERAL

### 1.01 Bidding Documents

A. Bidding Documents include the Invitation for Bids, Instructions to Bidders, Drawings, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

B. Bidding Documents may be obtained in compliance with the Invitation for Bids. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner nor the Architect will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. It is hereby noted and understood that the terms Owner, City, Engineer or Architect used herein before and after shall be interpreted to mean City of Labelle. The City reserves the right to designate an individual or firm to represent the City. If this or other designation occurs it will be accomplished by a specific addendum to the bid documents or to the resulting contract as appropriate.

D. The ITB documents are available on-line at DemandStar Corporation (network.demandstar.com). Register as a vendor to download the solicitation documents. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information, call the City Clerk, Tia Warner, at (863) 675-2872. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

E. DemandStar Corporation has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. DemandStar Corporation is an independent entity and is not an agent or representative of the City.

F. The City of Labelle City Clerk, and its service provider DemandStar Corporation (network.demandstar.com) are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Bidders using solicitation documents/forms obtained from any other third-party source are advised to contact the City Clerk to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

## 1.02 Bidder Questions

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, is hereby directed to contact the Owner, in writing, at least fourteen (14) days prior to the bid opening date, for an interpretation or correction. Written questions shall be submitted by e-mail to the City Clerk, Tia Warner tiawarner@citylabelle.com . The person submitting the request shall be responsible for its delivery as indicated above. Only interpretation, instructions or correction(s) provided, in writing by the City Clerk will be binding. It is noted that interpretation, instructions or corrections will be provided only by Addendum.

## 1.03 Addenda

A. Addenda will be made available for download from the City of Labelle hosted solution at DemandStar (network.demandstar.com) to Registered Users of DemandStar. All Addenda issued during the time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged on the Bid Form; failure to do so may subject the Bidder to disqualification.

B. It shall be the Bidder's responsibility to ensure that it has downloaded all Addenda prior to bid. The City shall not be responsible for non-receipt of Addenda due to failure on the part of the Bidder to verify it has received all addenda or the Bidder’s inability to download Addenda.

C. Any prospective bidder who obtains the bid documents from any other source other than via registration and downloading from DemandStar will not automatically receive notifications regarding addenda. An omission involving addenda will be resolved against said bidder. Addenda will not otherwise be provided by email or fax.

## 1.04 Examination of Documents and Inspection of Site

A. Before submitting a Bid, Bidders must thoroughly examine the Specifications and Contract Documents which include the Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement Form, Form(s) of Bond(s), General Conditions, Supplementary Conditions, Specifications, Drawings, any addenda, and fully inform themselves of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all items included in the Contract Documents. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor must employ, so far as possible, such methods and means in carrying out his work as will not cause any interruption or interference with any other construction the Owner has underway.

B. Each bidder shall visit the site of the proposed work and fully acquaint themselves with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation

with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

C. Each bidder may attend the pre-bid, on-site meeting.

D. In submitting a Bid, the Bidder represents that the Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid for the performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

## 1.05 Laws and Regulations

A. Each Contractor and Subcontractor shall comply fully with all applicable federal, state and local laws and regulations concerning labor, work hours and labor conditions.

B. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## 1.06 Bidder's Interest in More Than One Bid

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

## 1.07 Certificates and Licenses

Bidders must be properly licensed to perform the Contract Work. Proper licensing shall be as defined by Florida Statutes.

## 1.08 Public Entity Crimes - Denial or Revocation of Right to Transact Business With a Public Entity

Per Florida Statutes (FS) 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FS 287.017 for CATEGORY TWO ($35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

## 1.09 Florida Trench Safety Act

Bidders must comply with the Florida Trench Safety Act (FS 553.60-553.64), by completing and submitting with the sealed bid the Trench Safety Form, a copy of which is included as part of these Contract Documents.

## 1.10 Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may no transact business with any public entity.

## 1.11 Debarred or Suspended Bidders

The Bidder certifies, by submission of its Proposal (Bid), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal department or agency. The City reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

## 1.12 Rejection of Bidders Under Litigation

The Owner reserves the right to reject the Bid of any Bidder who is behind, as determined by the Owner or Architect, on the completion schedule for any existing contracts; who has failed to properly progress work on any construction contract with any governmental agency within the past five (5) years; who is currently under litigation with the Owner; who is in litigation with any governmental agency within the past five (5) years; who is involved in any dispute resolution procedure with any governmental agency within the past five (5) years; who has previously defaulted on a contract with any governmental agency within the past five (5) years; or who has previously failed to satisfy all requirements related to life safety including, but not limited to, the maintenance of traffic provisions on existing or previous agreements with any governmental agency within the past five (5) years.

## 1.13 Form of Bid

A. All bids must be submitted on the Bid Form provided in the City's bid documents. In cases where the City provides an excel version of the Bid Schedule, it is permissible for the Bidder to fill in and then print the Bid Schedule for submittal as part of the overall Bid. Bids on Bidder's quotation forms shall not be accepted. The Bid Form also lists all required forms and information that are required to be submitted with the Bid.

B. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter, computer, or manually in ink. When a Bidder submits a Bid and fills in information, which is then changed, each change must be initialed by the person signing the Bid.

C. The Bidder must fill in all unit prices, total prices and total amounts. Each Unit Price will be deemed to include an amount considered by the Contractor to be adequate

to cover all costs, including manpower, labor, equipment materials, supplemental and administrative costs, and profit.

D. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern.

E. The Bid Form shall be completely filled out including the Bidder information; acknowledgement of receipt of all Addenda; the Bid Amount including Unit Prices and Total Prices for all Items including all alternate items; the completed Bidder Submittal checklist; and the bid properly signed and dated by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. A bid submitted by a partnership shall be signed in the name of the firm by one or more of the partners.

F. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered. Unsolicited alternates will become the property of the Owner and bestow no rights what so ever upon the Bidder who submitted the unsolicited alternates. The City reserves the right to reject a bid that is unbalanced.

G. All submitted bid packages including alternate bid items become the property of the City.

## 1.14 Bid Security

A. Provide a bid security in the form of a certified check or bid bond. Bid security shall be payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents, and will furnish all bonds and insurance as required. If Bid Bond is provided it shall be provided using the form included in section 00420 and shall be provided by a surety company authorized to do business in the State of Florida. The amount of the Bid Security shall be as follows:

1. Construction Projects where the Maximum Bid Price is $60,000 or greater: Bid Security shall be in an amount equal to at least 5% of the Maximum Bid Price (Base Bid Plus Alternates).
2. Construction Projects where the Maximum Bid Price is less than $60,000: Bid Security shall be in an amount equal to at least 10% of the Maximum Bid Price (Base Bid Plus Alternates).

B. If the bidder provides bid security in the form of a certified check as indicated above, then Paragraphs 1.14.A and 1.20.A.3 will be strictly followed.

C. If the bidder provides bid security in the form of a bid bond using the Bid Bond Form contained in section 00420, the requirement for an audited financial statement as indicated in Paragraphs 1.20.B.5 and 1.21.A.2 may be waived at the discretion of the City

D. If for any reason the Bidder withdraws his Bid after Bid Opening or fails to execute an Agreement or to provide the specified bonds, insurance, and insurance certification, such Bidder shall be in default. The defaulting Bidder shall forfeit his/her bid bond to the City liquidated damages

E. The Bid Security of all except the three (3) apparent lowest Bidders will be returned within 21 days after the canvass of Bids.

## 1.15 "Or-Equal" Materials and Equipment

Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name(s) of a particular brand(s) and model(s) this naming of the item(s) is intended to establish the type, function and quality required of the item. However, if the name is followed by words indicating that no substitution is permitted or if specifically indicated approved brand(s) and model(s) are listed, the Bidder/Contractor shall base his bid on the approved items. Bids for unapproved items will not be accepted. Requests or proposals to add items of equipment or material to the "approved" list will not be accepted from anyone other than the Bidder/Contractor. Also, the Bidder/Contractor shall provide sufficient information with the request or proposal to enable the Engineer and the City to determine that the material or equipment proposed is equivalent to that named. It is noted that any requests or proposals to add items to the approved items list must be delivered to the City Clerk no later than twenty-one (21) calendar days prior to the date of the bid opening.

## 1.16 Submission of Bids

A. All Bids, Bid Security, and required supporting documents shall be submitted electronically through DemandStar only. Hard copy or mailed submissions will not be accepted. Bidders must ensure that their complete bid package is uploaded under the correct project name and number, and clearly identifies the Bidder's company name within the DemandStar submission portal.

B. The Bidder shall assume full responsibility for timely delivery of his Bid.

## 1.17 Modification and Withdrawal of Bids

A. Bids may be modified or withdrawn after submittal, but, prior to the Bid Opening time and date.

B. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as "addended" for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid. The date and time stamp which documents when the bid was received by the City will be annotated as void.

C. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified under "Submission of Bids." It is noted that the new bid must be time and date stamped when received by the City as a new submission.

D. If an award, intent to award is made, or, when appropriate, negotiations undertaken do not occur as provided by the bid submission document which specifies the time

period that the bid must be held firm, the Bidder may withdraw his Bid. It is noted that if both the Bidder and the City agree, an award may be made at a later date if it is in the City's best interests to do so.

E. The obligations of the City as relevant to any award as a result of this solicitation are contingent upon the availability of appropriated funds for this project. Also, it is hereby provided that the City of Labelle reserves the right, in the event that the lowest responsive bid is in excess of the funding reserved for the goods and/or services described herein, to negotiate with the lowest responsive and responsible bidder in an effort to establish a contract for the procurement of said goods and/or services.

## 1.18 Basis of Award

A. The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.

B. Except in cases where the Owner exercises the right to reject all Bids, the Contract will be awarded by the Owner, as soon as practicable after Opening of Bids, to the responsive, responsible Bidder who has submitted the lower individual or combination Bid.

C. The lowest Bid will be determined by comparison of the "Total Base Bid" stipulated on the Bid Form, plus any combination of Deductive Alternate Bid Items of the Owner's choosing.

## 1.19 Responsiveness Requirements

A. All Bidders are required to be responsive. Failure to meet any of the responsiveness requirements set forth herein may result in the Bidder being judged non-responsive.

B. To be judged responsive, the Bidder shall execute, and return the following forms and required information with the Bid:

| Section | Form / Information |
|---|---|
| 00410 | Proposal (Bid Form) Including Acknowledgment of All Issued Addenda |
| --- | Acknowledge of Receipt of Addendum (Form Issued by the City with each issued Addendum |
| --- | Bid Security in Accordance with the Instructions to Bidder |
| --- | Bidder Completed W-9 Form |
| --- | Bidder Officer Signatory Authorization Information |
| 00430 | Trench Safety Form |
| 00432 | Non Collusion Affidavit |
| 00434 | Conflict of Interest Affidavit |
| 00436 | Florida Statutes on Public Entity Crimes Affidavit |
| 00438 | Compliance With the Public Records Law Affidavit |
| 00440 | Bidder Information and Affidavit |
| 00450 | Certification Of Non-Segregated Facilities Form |
| 00452 | Disputes Disclosure Form |

| Section | Form / Information |
|---|---|
| 00454 | Drug Free Workplace Form |
| 00456 | Unauthorized (Illegal) Alien Workers Affidavit |
| 00458 | E-Verify Compliance Form |
| 00460 | Americans With Disabilities Act Affidavit |
| 00464 | Schedule Of Proposed Subcontractors |
| 00622 | City of Labelle Insurance Requirements and Affidavit |
| --- | Copies of Licenses Issued by the State of Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board |
| Appendix A | Attachment B - Certification for Contracts, Grants, Loans and Cooperative Agreements<br>Attachment C - Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion<br>Attachment D - Anti Human Trafficking Affidavit |

C. The Invitation to Bid does not require attendance at a Pre-Bid meeting. Bids submitted from Bidders who do not attend the Pre-Bid meeting will be accepted.

## 1.20 Responsibility Requirements

A. All Bidders are required to be responsible. Failure to meet any of the responsibility requirements set forth herein may result in the Bidder being judged non-responsible. Bids from non-responsible bidders may be accepted or rejected at the discretion of the Owner.

B. To be judged responsible, the Bidder shall meet the following standards:

1. The Bidder shall be properly licensed and shall have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), partnership, or as a sole proprietorship, including in particular, any prior performance upon contracts from the State and the Owner.
2. The Bidder shall have at least three (3) years of experience as a prime contractor.
3. The Bidder shall have performed as a prime contractor on at least three (3) projects of similar type and size as the proposed contract work.
4. The Bidder shall be able to comply with the required completion schedule for the project.
5. The Bidder shall have adequate financial resources to perform the work, and shall have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets. The Bidder shall be able to demonstrate this by being able to provide a current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures.
6. The Bidder shall conform with the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

C. The City reserves the right to conduct any investigation and consider any evidence relevant to the qualifications and capabilities of the bidder to perform the work contemplated. The investigation may include, but is not limited to, a detailed review

of references, current and previous entities for whom similar work has been performed, an inspection of the Offeror's facility(ies), equipment, personnel and any other evidence including financial, technical and other qualifications and abilities of the proposer.

## 1.21 Bidder Evaluation Submittal Requirements

A. It is the intention of the Owner to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner. Accordingly, within 7 calendar days after being notified of being the apparent lowest, responsive Bidder, the Bidder shall submit the following information to the Owner for evaluation to determine compliance with the responsibility requirements. The following information may also be required to be submitted by the second and third low bidders within 7 calendar days, if notified by the Owner.

1. Resumes of key personnel, especially those personnel proposed for work on this Project.
2. Provide a current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures. The financial statement shall include, as a minimum, an income statement, a statement of changes and related footnotes, a balance sheet, and certification that the financial status of the company has not materially changed since the audit.
3. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
4. List of personnel, by name and title, contemplated to perform the work. Note: All delivery personnel shall have a Florida Driver's License.
5. If required by the City, submit fully executed copies of the following forms:

    a) Financial Information Form - Section 00462
    b) Criminal Background Check Requirements - Section 00525

C. The determination on whether a Bidder is responsible or not shall be at the sole discretion of the City. Although the City may request information on a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etcetera; the City's determination of a Bidder's responsibility shall not solely be based on the number of similar procurements the Bidder provides but the entirety of the Bidder's qualifications.

D. Upon request, the Bidder shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation may be cause for deeming the Bidder unresponsive and removing it from further consideration. This is a non-negotiable item.

## 1.22 Award of Contract

If the contract is to be awarded, the Owner or its agent will deliver to the successful low bidder a Notice of Award and Agreement form within ninety (90) days after the day of the bid opening. The successful low bidder shall sign and return the Agreement and required bonds and insurance within fourteen (14) days of receipt of the Notice of Award.

## 1.23 Bonds and Insurance

A. Upon award of the contract, the Bidder, simultaneously with the execution of the Agreement, shall furnish certificates of insurance, insurance certification, performance bond, and payment bond. The forms of the bonds and insurance certification, including bonding amounts and duration and insurance coverage required are included in the Bidding Documents.

B. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of the County where the improvement is located in accordance with FS 255.05.

## 1.24 Waiver

Each Bidder agrees to waive any claims it has or may have against the Owner, Architect, and their respective officers, employees, agents, designees, successors, legal representatives or assigns, arising out of or in connection with the administration, evaluation, recommendation, rejection or award of any bid.

## 1.25 City of Labelle Quality, Professional Standards, and Security Requirements

In accordance with the provisions of Section 00520, the Contractor and all subcontractors shall comply with the professional quality, employee identification, and security screening requirements for all workers who will be at the project site.

## 1.26 City of Labelle Tax Recovery – Not Used

## 1.27 Protests

A. Protests, if any shall be filed in compliance and subject to City of Labelle Purchasing Policy.

## PART 2 PRODUCTS - Not Used

## PART 3 EXECUTION - Not Used

**END OF SECTION**

**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 12th day of March, 2026.

**CITY OF LABELLE, FLORIDA**

Julie C. Wilkins
Its: Mayor

ATTEST:

Tijauna Warner
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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EXHIBIT A – DESCRIPTION OF 2026 PROJECT
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EXHIBIT C – FORM OF REQUISITION

# 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").

**W I T N E S S E T H**

**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. 2026-07 of the City adopted on March 12, 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 Sumter 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:

_____
Tijauna Warner
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

| INTEREST RATE | MATURITY DATE | DATE OF ISSUE |
|---|---|---|
| 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:

_____
Tijauna Warner
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**
**Staff Report**
**277 East Hickpochee Ave**
**Tree Removal Permit**

**TYPE OF CASE:** Tree Removal Permit Requiring City Commission Approval

**STAFF REVIEWER:** Patty Kulak

**DATE:** March 12, 2026

**APPLICANT:** Patriot Engineering Company, LLC

**REQUEST:** Removal of 7 significant live oak trees totaling 133 inches DBH from the subject property located at 277 East Hickpochee Avenue to support future commercial development, with on-site mitigation and payment-in-lieu in accordance with LDC Section 4-80.

**LOCATION:** 277 East Hickpochee Ave

**PROPERTY SIZE:** 1.01+/- acres

**STAFF NARRATIVE:**

The applicant is proposing a future commercial development on the subject property located at 277 East Hickpochee Avenue, and in conjunction with site construction permit review, has submitted a request for a tree removal permit to remove seven 7 significant Live Oak trees totaling 133 inches Diameter at Breast Height (DBH). The identified trees are dispersed throughout the parcel and conflict with the future development plans.

The Land Development Code provisions regarding the protection of significant oak trees allow for removal, subject to replanting requirements as specified in LDC Section 4-80.16.5:

> "The replacement Live Oak tree must be at minimum: ten (10) feet in height, contain a four (4) foot spread, and have four (4) inch caliper, DBH, at time of planting. All significant oak tree(s) approved for removal shall be replaced on a DBH inch for DBH inch basis."

To offset the loss of these significant trees, the applicant proposes on-site mitigation through the planting of 8 Live Oak trees, totaling 32 inches towards the required mitigation. Each replacement tree will meet the minimum specifications outlined in LDC Section 4-80. The remaining 101 inches of required mitigation will be satisfied through a payment in-lieu, resulting in a total mitigation fee of $15,150.00.

The Land Development Code provisions regarding the required mitigation of significant oak trees, subject to payment-in-lieu as specified in LDC Section 4-80.16.5:

> "The mitigation fee is hereby established at one hundred fifty dollars ($150.00) per inch of significant oak tree removed, measured DBH."

The request has been submitted as a public hearing tree removal application in accordance with City procedures. The application materials include a completed tree removal application, narrative and mitigation statement, certified boundary and tree survey, and Existing and Proposed Conditions exhibits. These materials have been provided for City Commission review and consideration in determining whether the proposed tree removal and mitigation are consistent with applicable City standards and policies.

Staff finds the request consistent with the Land Development Code, subject to the replanting of eight (8) Live Oak trees on-site and the payment in-lieu fee totaling $15,150.00, meeting the specifications outlined in LDC Section 4-80, and ensuring a minimum total mitigation or payment totaling the value of 133 inches of DBH.

**SUGGESTED MOTION(S)**

**APPROVAL:**

I make a motion to approve the proposed tree removal permit, subject to the replanting of 8 Live Oak trees on-site, and the mitigation payment in-lieu fee of $15,150.00, meeting the specifications outlined in the Land Development Code.

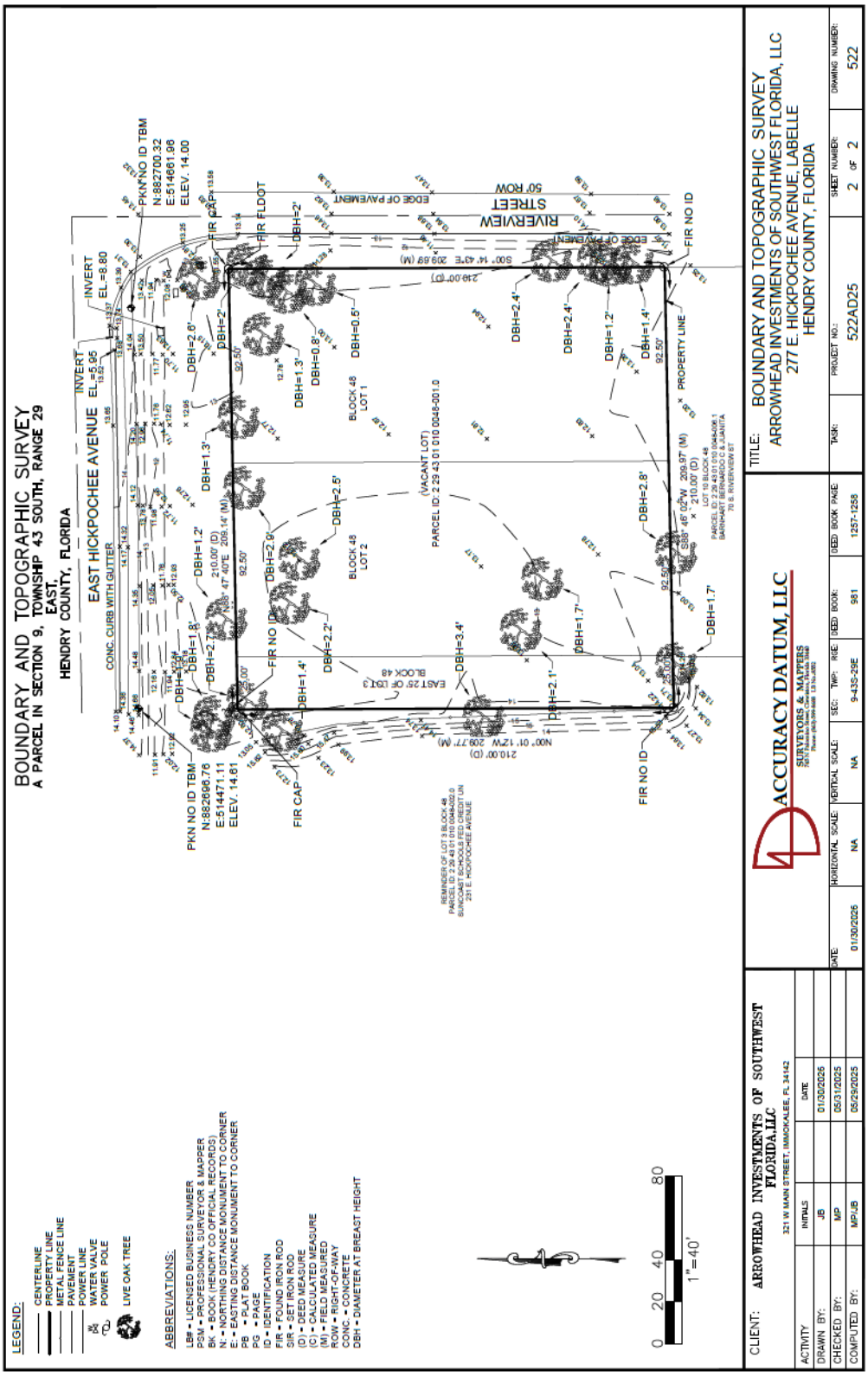
**DENIAL:**

I make a motion to deny the proposed tree removal permit.

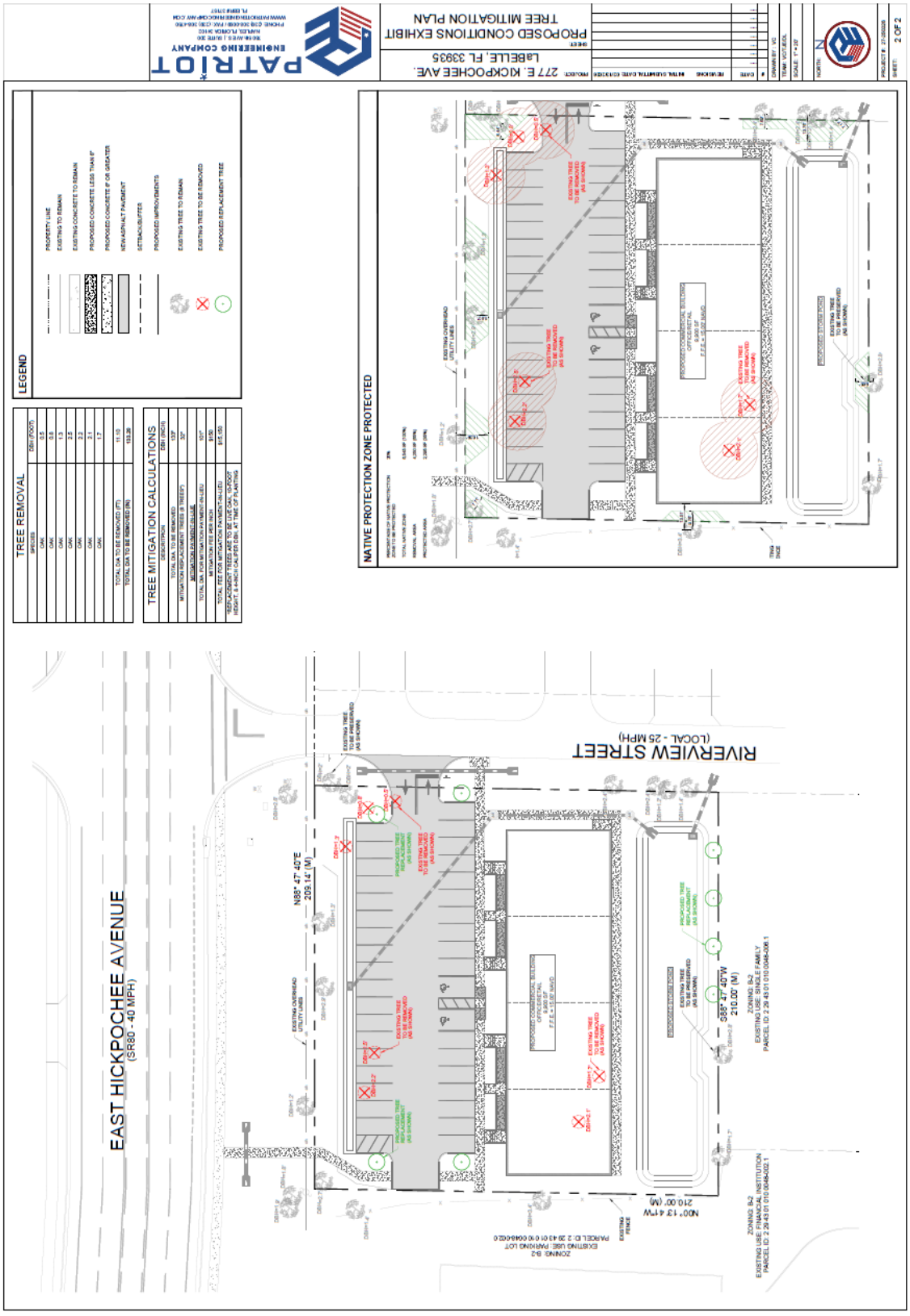
The request does not meet the intent of the Comprehensive Plan and Land Development Code.

1) …. Why?

# EXHIBIT A
# SIGNIFICANT OAK TREE SURVEY



# EXHIBIT B
# TREE REMOVAL IDENTIFICATION



# Tree Removal Application (A)

DATE RECEIVED: _____

APPLICATION # _____

CUSTOMER # _____

INVOICE #: _____

SUPERINTENDANT APPROVED: Y / N

COMMISSION APPROVAL DATE: _____

**Please select one:**

- ☐ Single Family (1 Site) Administrative
- ☐ Single Family (1 Site) Public Hearing
- ☐ Commercial / All Other Administrative
- ☑ Commercial / All Other Public Hearing

1. **APPLICANT:** Patriot Engineering Company, LLC
   (As Shown on Deed or Articles of Incorporation)

   Name of Person Applying: Justin Ebrite

   Mailing Address: 780 5th Avenue South, Suite 200

   City: Naples State: FL 34102 Zip: 34102

   Email: JEbrite@patriotengco.com Phone: 239-308-4750

2. **PROPERTY OWNER (IF DIFFERENT FROM APPLICANT-YOU MUST LIST ALL OWNERS-PROVIDE A SEPARATE SHEET IF NECESSARY):**

   Owners Name: Arrowhead Investments of Southwest Florida LLC

   Mailing Address: 321 West Main Street

   City: Immokalee State: FL Zip: 34142

   Email: JEbrite@patriotengco.com Phone: 239-308-4750

3. **SPECIFIC LOCATION OF SUBJECT PROPERTY AFFECTED BY THIS APPLICATION:**

   Address/Location: 277 E Hickpochee Avenue

   City: LaBelle State: FL Zip: 33935

   Tax Parcel I. D. #: 2 29 43 01 010 0048-001.0

4. **SUMMARY OF APPLICANT'S REQUEST:**
   Proposed Removal of Significant Oak Trees
   Required for Proposed Development at an Existing Undeveloped Lot

**5. PLEASE PROVIDE THE FOLLOWING ITEMS TO:**

MWills@citylabelle.com and KimBarselou@citylabelle.com or City Hall, 481 West Hickpochee Avenue, LaBelle, FL 33975

✓ **A. Completed Tree Removal Application Form**

✓ **B. Affidavit of Ownership (Notarized)**

✓ **C. Agent Authorization (Notarized):** The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

✓ **D. Proof of Ownership:** A copy of the tax bill or a printout from the Property Appraisers office is required with a legal description.

✓ **E. Narrative & Mitigation Statement:** Written narrative explaining the existing conditions (number, location, species and size of existing significant oak trees); why the significant oak trees prevent reasonable development of the property; what alternatives have been considered by the applicant; description of method of tree removal or relocation (where applicable); and description of mitigation plan (number, location, species and size of oak trees proposed for planting), and details of off-site mitigation planting location (where applicable).

✓ **F. Existing Conditions Exhibit/Drawing:** Drawing demonstrating the property boundary and location and type of significant oak tree(s) proposed for removal on 8 ½" x 11" paper (minimum size) with legible text showing all data pertinent to the application including the following:

1. Date of drawing
2. Scale
3. North arrow
4. Name of person or firm preparing the plan
5. Property boundary
6. Trees proposed for removal, size and name of species
7. Existing physical improvements including but not limited to existing building, access points, driveways, parking areas, easements (utility, drainage, electric).

✓ **G. Proposed Conditions Exhibit/Drawing:** Drawing demonstrating the property boundary and location and type of proposed mitigation tree planting on 8 ½" x 11" paper (minimum size) with legible text showing all data pertinent to the proposed mitigation, including at least the following:

1. Date of drawing
2. Scale
3. North arrow
4. Name of person or firm preparing the plan
5. Property boundary
6. Trees proposed for removal, size and name of species
7. Existing physical improvements including but not limited to existing building, access points, driveways, parking areas, easements (utility, drainage, electric).

N/A **H. Verification Letters (where applicable):** Letter from a certified arborist, licensed landscape architect in the State of Florida, or other suitable expert verifying health of trees (only required where removal is requested due to failing health of the tree) AND/OR letter from certified engineer in the State of Florida verifying the tree proposed for removal is causing structural damage to existing structures (only required where applicable).

✓ **I. Certified Boundary and Tree Survey:** Required for commercial public hearing applications. May be required for single family public hearing applications.

N/A **J. Additional Data:** Any additional data, materials or information deemed necessary by the Superintendent of Public Works or the city commission to make a determination. If additional documents are required, they shall become a part of this permit.

✓ **K. Application Fee:** Check made payable to "City of LaBelle". See the fee schedule on our website. City of LaBelle

**ATTENTION:**

This application must be completed (please type or legibly print) and submitted, with all requirements herein, to the Superintendent of Public Works, at City Hall 481 W. Hickpochee Ave., LaBelle, FL 33975 or via email to: mwills@citylabelle.com and kimbarselou@citylabelle.com. This application must be signed by the owner or the designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit in a form approved by the City of LaBelle is required from the owner of the property. The agent affidavit must be completely filled out and submitted with this application. If the property is in multiple ownerships, then all owners or their designated agent(s) must sign this application. All owners of property that will be affected by this application must either sign this application or fill out an agent affidavit.

The applicant is fully responsible for researching and knowing any and all laws which may be applicable and affect the outcome of any decision on the applicant's request. The City of LaBelle assumes no responsibility or liability relating to the failure of research and know all applicable laws including, but not limited to, state, federal and city laws, codes land development regulations or the adopted comprehensive plan. The city strongly recommends that all applicants consider consulting an attorney regarding their application.

**Other Permits**: Copies of all necessary state and federal permits must be submitted prior to the commencement of construction work on the site. The City of LaBelle is not responsible for determining applicable State and Federal permits.

**PUPLIC HEARING APPLICATION – CITY COMMISSION ACTION:**

If this application cannot be approved by administrative review, by the Superintendent of Public Works or their assignees, it will be forwarded to the City Planner to go before the city commission through the Public Hearing process for review. This process can take approximately two to three months from start to finish. The applicant will be responsible for all expenses for advertisements and outside consultants.

# AFFIDAVIT

I, Henry Fish 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 site plans, 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.

Henry Allen Fish — 2-12-26
Signature of Authorized Agent — Date

Henry Allen Fish
Print or type name of person signing above

Arrowhead Investments OF Southwest FL LLC
Name of owner/agent entity if a corporation, L.L.C., partnership, or trust

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

STATE OF Florida
COUNTY OF Hendry

The foregoing instrument was sworn to (or affirmed) and subscribed before me on Feb. 12 2026 (date) by Henry Allen Fish (name of person providing oath or affirmation), who is personally known to me or who has produced FL DL (type of identification) as identification.

**NOTARY PUBLIC STAMP/SEAL:**

DARILEE J. COLE
Notary Public - State of Florida
Commission # HH 449211
My Comm. Expires Jan 26, 2028
Bonded through National Notary Assn.

Darilee J. Cole
**Signature of Notary Public**

Darilee J. Cole
**Printed Name of Notary Public**

# AGENT AUTHORIZATION

The undersigned to hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as **277 E. Hickpochee Ave** and legally described in Exhibit "D" attached hereto.

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

Henry Allen Fish — Signature of Authorized Agent

2-17-26 — Date

AllenFish10@Aol.Com — Email

Henry Allen Fish — Print or Type Name of Person Signing Above

Phone number

Arrowhead Investments of Southwest FL LLC — Name of Owner/Agent Entity if a Corporation, L.L.C., Partnership, or Trust

Managing Member of LLC — Representative Capacity of Person signing Affidavit: President or Vice President of Corporation, Managing Member of L.L.C., General Partner or Trustee

STATE OF Florida COUNTY OF Hendry

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 2-17-2026 (Date) by Henry Allen Fish (Name of Person Providing Oath or Affirmation),

who is personally known to me or who has produced FL - DL (Type of Identification)

as identification.

NOTARY PUBLIC STAMP/SEAL:

ALEX JANSSON
Notary Public - State of Florida
Commission # HH 761553
My Comm. Expires Jan 28, 2030
Bonded through National Notary Assn.

Alex Jansson — Signature of Notary Public

Alex Jansson — Printed Name of Notary Public

Jan 28, 2030 — Commission Expires

# AGENT AUTHORIZATION

The undersigned to hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as **277 E. Hickpochee Ave** and legally described in Exhibit "D" attached hereto.

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

Henry Allen Fish — Signature of Authorized Agent

2-17-26 — Date

AllenFish10@Aol.Com — Email

Henry Allen Fish — Print or Type Name of Person Signing Above

Phone number

Arrowhead Investments of Southwest FL LLC — Name of Owner/Agent Entity if a Corporation, L.L.C., Partnership, or Trust

Managing Member of LLC — Representative Capacity of Person signing Affidavit: President or Vice President of Corporation, Managing Member of L.L.C., General Partner or Trustee

STATE OF Florida COUNTY OF Hendry

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 2-17-2026 (Date) by Henry Allen Fish (Name of Person Providing Oath or Affirmation),

who is personally known to me or who has produced FL - DL (Type of Identification)

as identification.

NOTARY PUBLIC STAMP/SEAL:

ALEX JANSSON
Notary Public - State of Florida
Commission # HH 761553
My Comm. Expires Jan 28, 2030
Bonded through National Notary Assn.

Alex Jansson — Signature of Notary Public

Alex Jansson — Printed Name of Notary Public

Jan 28, 2030 — Commission Expires

# Detail by Entity Name

Florida Limited Liability Company
ARROWHEAD INVESTMENTS OF SOUTHWEST FLORIDA, LLC.

**Filing Information**

| | |
|---|---|
| **Document Number** | L09000111908 |
| **FEI/EIN Number** | 27-1527372 |
| **Date Filed** | 11/20/2009 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

321 WEST MAIN STREET
IMMOKALEE, FL 34142

**Mailing Address**

321 WEST MAIN STREET
IMMOKALEE, FL 34142

**Registered Agent Name & Address**

FISH, HENRY A
321 WEST MAIN STREET
IMMOKALEE, FL 34142

**Authorized Person(s) Detail**

**Name & Address**

Title MGRM

FISH, HENRY A
321 WEST MAIN STREET
IMMOKALEE, FL 34142

Title Authorized Representative

fish, barbara a
321 WEST MAIN STREET
IMMOKALEE, FL 34142

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2024 | 02/08/2024 |

**Prepared by and Return To:**
Elite Lending Partners
45 N Bridge St.
Labelle, FL 33935

**Inst: 202526004218 Date: 04/02/2025 Time: 9:25AM**
**Page 1 of 2 B: 1098 P: 1868, Kimberley Barrineau, Clerk of Court**
**Hendry, County, By: DH**
**Deputy ClerkDoc Stamp-Deed: 0.70**

Doc Stamps $0.70

APN/Parcel ID(s): 2 29 43 01 010 0048-001.0

# WARRANTY DEED

THIS WARRANTY DEED dated April 1, 2025, by LAND TRUST PARTNERS OF FLORIDA, LLC, a Florida limited liability company, hereinafter called the grantor, to Arrowhead Investments of Southwest Florida, LLC, a Florida Limited Liability Company, whose post office address is 321 West Main St, Immokalee, FL 34142, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in the County of Hendry, State of Florida, to wit:

Lots 1, 2 and the East 25 feet of Lot 3. HENDRY'S SUBDIVISION, of Block 48 in Goodno Plat of Labelle Florida, according to the map or plat thereof as recorded in Plat Book 2, Page 81, Public Records of Hendry County, Florida.

Also described as: 210 feet square located in the NE corner of Block 48 Goodno's Addition to Labelle, Florida as appears on file and recorded in te office of the Clerk of the Curcuit Court in and for Lee county Florida, in Plat Book 3, Page 3, i Section 9, Township 42 South, Range 29 East.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024

**Inst: 202526004218 Date: 04/02/2025 Time: 9:25AM**
**Page 2 of 2 B: 1098 P: 1869, Kimberley Barrineau, Clerk of Cour**
**Hendry, County, By: DH**
**Deputy ClerkDoc Stamp-Deed: 0.70**

# WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Ideybis Goya
Print Name

Address: 45 N. Bridge St
LaBelle, FL 33935

Witness Signature

Alexandra Platonova
Print Name

Address: 45 N. Bridge St
LaBelle, FL 33935

LAND TRUST PARTNERS OF FLORIDA, LLC, a Florida limited liability company,

BY: _____
Michael J. Newell
Managing Member

Address: 45 N Bridge St. . .
Labelle, FL 33935

State of FLORIDA
County of HENDRY

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this 1st day of April 2025, by Michael J. Newell, to me known to be the person(s) described in or who has/have produced FL DL as identification and who executed the foregoing instrument and he/she/they acknowledged that he/she/they executed the same.

NOTARY PUBLIC
My Commission Expires: 04/10/2025

Notary Public State of Florida
Ideybis Goya
My Commission HH 098981
Expires 04/10/2025

DEED DESCRIPTION:

BK981 PG1257-1258 INST202026008586

(PARCEL ID NUMBER 2-29-43-01-010-0048-001.0)

LOTS 1, 2 AND THE EAST 25 FEET OF LOT 3, HENDRY'S SUBDIVISION OF BLOCK NO. 48 IN THE GOODNO PLAT OF LABELLE FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 81, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.
ALSO DESCRIBED AS:
210 FEET SQUARE LOCATED IN THE NE CORNER OF BLOCK 48 OF GOODNO'S ADDITION TO LABELLE, FLORIDA, AS APPEARS ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY FLORIDA, IN PLAT BOOK 3, PAGE 3, IN SECTION 9, TOWNSHIP 43 SOUTH, RANGE 29 EAST.

CONTAINING 1.01 ACRES, MORE OR LESS

PATRIOT
ENGINEERING COMPANY

February 13, 2026

City of LaBelle – Community Development
80 Euclid Place
LaBelle, FL 33935
PH: 863-675-0492

**RE: Narrative & Mitigation Statement**
**Tree Removal Application**
**277 E. Hickpochee Ave.**
**LaBelle, FL 33935**
**PEC#: 27-250326**

To whom it may concern,

1. The existing oak trees are dispersed throughout the existing vacant parcel at the above referenced property location. Following approval of selected oak trees is a proposed Commercial development, the proposed commercial development is the reason for this removal request.
    a. 7 Trees Requested for Removal
    b. Species are Oak Trees
    c. Sizing of Each Vary Significantly (Refer to Ex. Conditions Exhibit – Tree Removal Plan)

2. The Existing Oak Trees proposed to be removed prevent reasonable development of the above-mentioned property and extensive efforts have been put forth to preserve existing canopies, particularly the existing tree canopies arching over Riverview Street.
    a. Existing Trees that are proposed for removal are located toward the middle of property, conflicting with ideal locations of parking lot and building locations.

       The proposed development aligns with a respectable buildout of new improvements and aligns with typical commercial development, thus, there is not any extraordinary development involved with this application.

       Associated with Building, Parking and Connectivity requirements, preliminary stormwater features are also considered in this design to ensure State Guidelines are achievable.

    b. Alternatives have been considered and tested via conceptual layout planning, such as Variances to reduce both Local and State requirements, such as Setback, Buffer, and Parking Reductions. Such Variances or Reductions did not result favorable to preserve any additional trees nor would be ideal for parties involved.
3. Reductions and Relieve of other land development code requirements have been considered, such as Building Setback Reductions, Building Orientation Requirements, Buffer Reductions, and Parking Reductions. With reductions or variances the trees that are requested for removal still require removal.

4. Removal of Existing Oak Trees shall be orchestrated by Licensed Tree Removal Company and using techniques such as sectional dismantling or control falling to best preserve existing trees to remain.

PATRIOT
ENGINEERING COMPANY

5. Associated with the proposed tree removals and new construction. The existing Trees and Roots to remain shall be protected prior to Staging of Equipment and Land Clearing. Native Protect Zone Exhibit is included within Proposed Conditions Exhibit – Tree Mitigation Plan.

6. Proposed Conditions Exhibit – Tree Mitigation Plan is included within this submittal for approval.
   a. 7 Trees to be Removed – Total of 133 Inches of Oak Tree (measured DBH)
   b. Total of 8 Trees are proposed for replanting with a credit of 4" DBH Per Tree. 4 Replacement Trees are Proposed along the South Property Line and 4 Trees are proposed at Parking Lot Islands.
   c. There are no off-site mitigation plantings associated with this request.
   d. Tree Mitigation Calculations are exhibited within this letter and are included on the Tree Mitigation Exhibit and reflect a $15,150.00 Payment In-Lieu Fee.

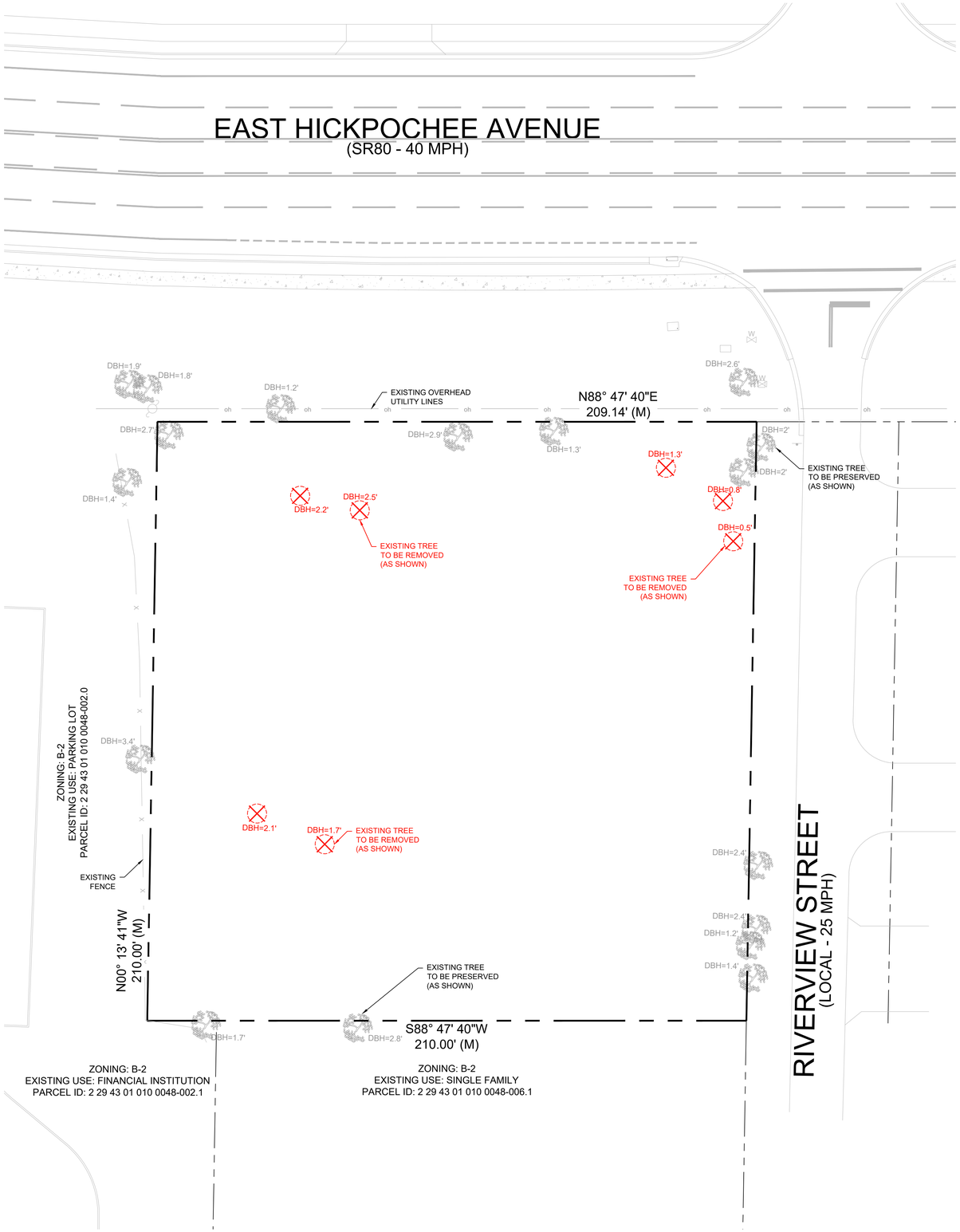
| TREE REMOVAL | |
|---|---|
| SPECIES | DBH (FOOT) |
| OAK | 0.5 |
| OAK | 0.8 |
| OAK | 1.3 |
| OAK | 2.5 |
| OAK | 2.2 |
| OAK | 2.1 |
| OAK | 1.7 |
| | |
| TOTAL DIA TO BE REMOVED (FT) | 11.10 |
| **TOTAL DIA TO BE REMOVED (IN)** | **133.20** |

| TREE MITIGATION CALCULATIONS | |
|---|---|
| DESCRITPION | DBH (INCH) |
| TOTAL DIA. TO BE REMOVED | 133" |
| MITIGATION REPLACEMENT TREES (8 TREES*) | 32" |
| MITIGATION PAYMENT-IN-LIUE | |
| TOTAL DIA. FOR MITIGATION PAYMENT-IN-LIEU | 101" |
| MITIGATION FEE PER INCH | $150 |
| TOTAL FEE FOR MITIGATION PAYMENT-IN-LIEU | $15,150 |
| *REPLACEMENT TREES ARE TO BE LIVE OAK, 10-FOOT HEIGHT, & 4-INCH CALIPER DBH, AT TIME OF PLANTING | |

Warm regards,

Justin Ebrite
President & Project Manager
Patriot Engineering Company

# EAST HICKPOCHEE AVENUE
(SR80 - 40 MPH)




## TREE REMOVAL

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| OAK | 1.7 |
| | |
| TOTAL DIA TO BE REMOVED (FT) | 11.10 |
| **TOTAL DIA TO BE REMOVED (IN)** | **133.20** |

## LEGEND

- PROPERTY LINE
- EXISTING TO REMAIN
- EXISTING CONCRETE TO REMAIN
- PROPOSED CONCRETE LESS THAN 6"
- PROPOSED CONCRETE 6" OR GREATER
- NEW ASPHALT PAVEMENT
- SETBACK/BUFFER
- PROPOSED CURB
- PROPOSED CURB AND GUTTER
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED

PATRIOT ENGINEERING COMPANY
780 5th AVE S. | SUITE 200
NAPLES, FLORIDA 34102
PHONE: (239) 308-0099 / FAX: (239) 308-4750
WWW.PATRIOTENGINEERINGCOMPANY.COM
FL EBR# 37157

PROJECT: 277 E. KICKPOCHEE AVE.
LaBELLE, FL 33935

SHEET: EXISTING CONDITIONS EXHIBIT
TREE REMOVAL PLAN

| # | DATE | REVISIONS |
|---|---|---|
| | | INITIAL SUBMITTAL DATE: 02/13/2026 |

DRAWN BY : VC

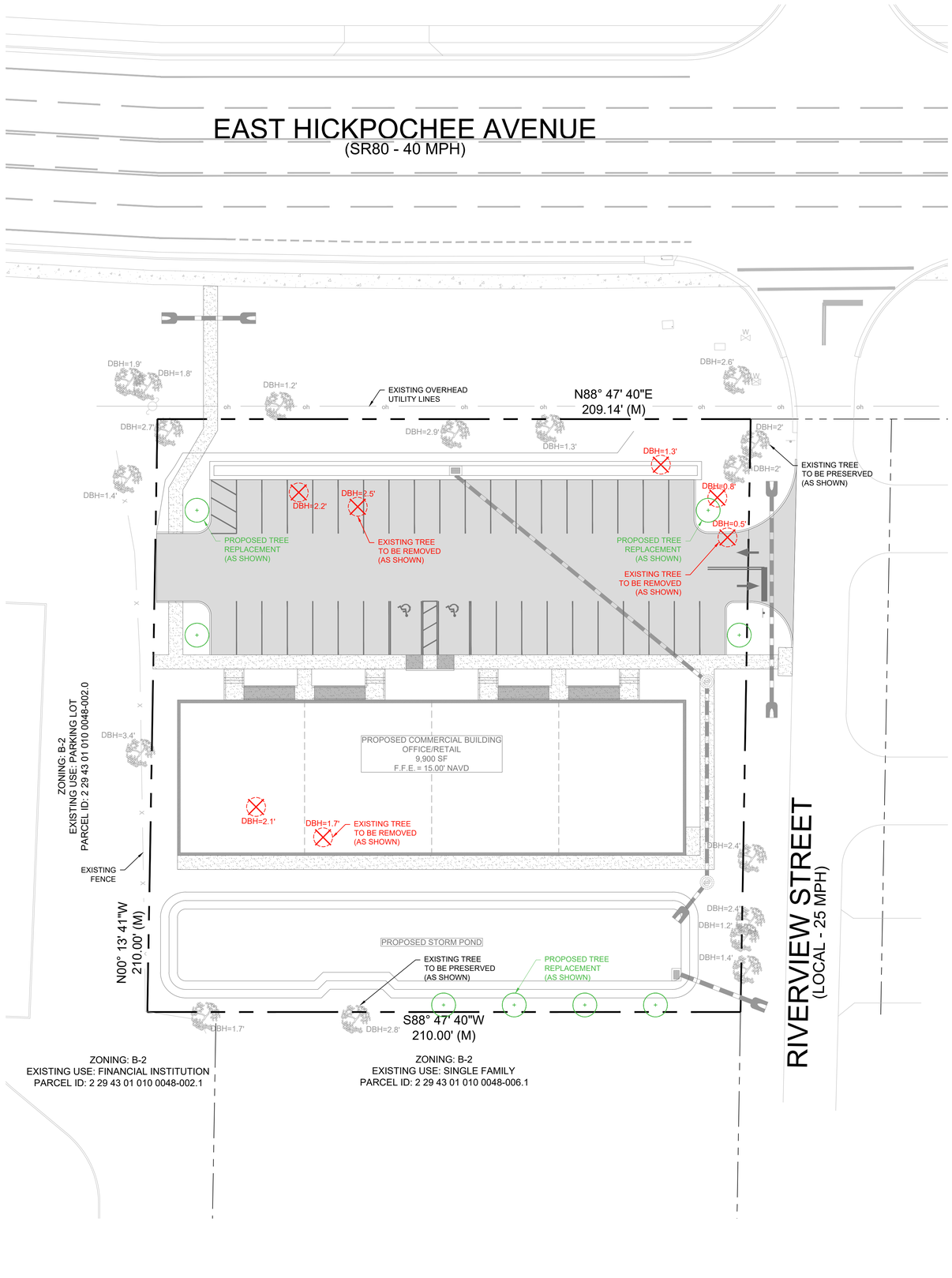
TEAM: VC/TJE/DL

SCALE: 1" = 20'

NORTH:

PROJECT #: 27-250326

SHEET: 1 OF 2




## TREE REMOVAL

| SPECIES | DBH (FOOT) |
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| OAK | 2.1 |
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| | |
| TOTAL DIA TO BE REMOVED (FT) | 11.10 |
| **TOTAL DIA TO BE REMOVED (IN)** | **133.20** |

## TREE MITIGATION CALCULATIONS

| DESCRITPION | DBH (INCH) |
|---|---|
| TOTAL DIA. TO BE REMOVED | 133" |
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| *REPLACEMENT TREES ARE TO BE LIVE OAK, 10-FOOT HEIGHT, & 4-INCH CALIPER DBH, AT TIME OF PLANTING | |

## LEGEND

- PROPERTY LINE
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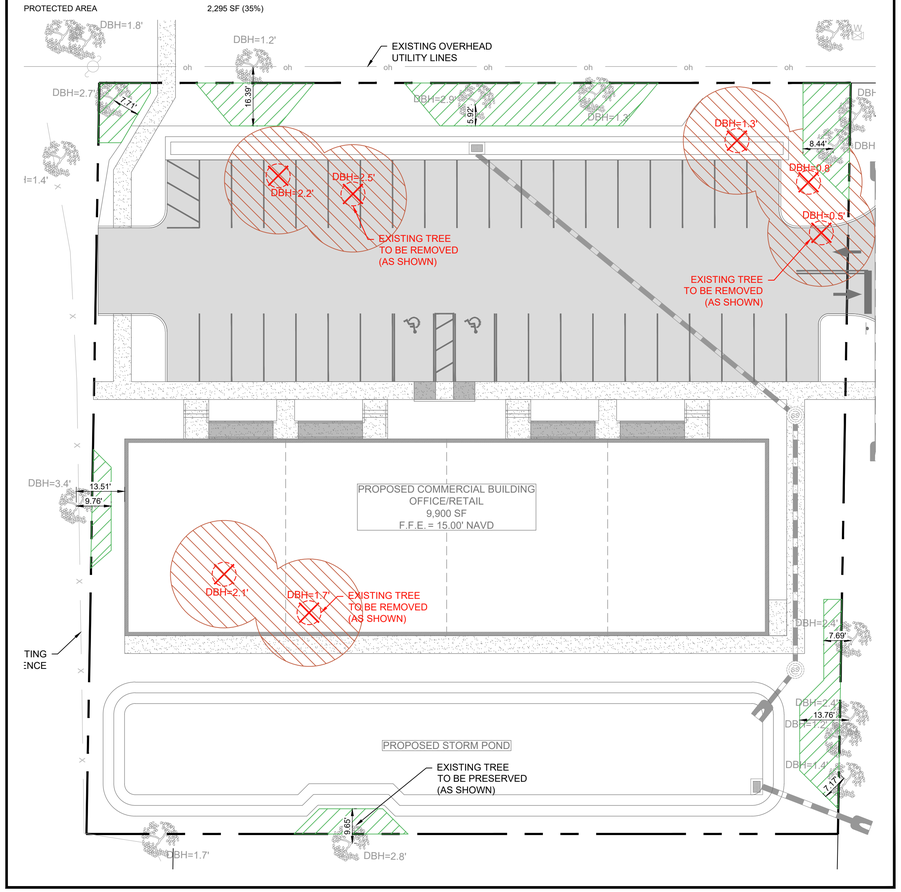
- EXISTING CONCRETE TO REMAIN
- PROPOSED CONCRETE LESS THAN 6"
- PROPOSED CONCRETE 6" OR GREATER
- NEW ASPHALT PAVEMENT
- SETBACK/BUFFER
- PROPOSED IMPROVEMENTS
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- PROPOSED REPLACEMENT TREE

## NATIVE PROTECTION ZONE PROTECTED

| | |
|---|---|
| PERCENTAGE OF NATIVE PROTECTION ZONE TO BE PROTECTED | 20% |
| TOTAL NATIVE ZONE | 6,545 SF (100%) |
| REMOVAL AREA | 4,250 SF (65%) |
| PROTECTED AREA | 2,295 SF (35%) |




PATRIOT
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NAPLES, FLORIDA 34102
PHONE: (239) 308-0099 / FAX: (239) 308-4750
WWW.PATRIOTENGINEERINGCOMPANY.COM
FL EBR# 37157

PROJECT: 277 E. KICKPOCHEE AVE. LaBELLE, FL 33935

SHEET: PROPOSED CONDITIONS EXHIBIT TREE MITIGATION PLAN

| # | DATE | REVISIONS |
|---|---|---|
| | | INITIAL SUBMITTAL DATE: 02/13/2026 |

DRAWN BY : VC

TEAM: VC/TJE/DL

SCALE: 1" = 20'

NORTH:

PROJECT #: 27-250326

SHEET: 2 OF 2

# BOUNDARY AND TOPOGRAPHIC SURVEY

**A PARCEL IN SECTION 9, TOWNSHIP 43 SOUTH, RANGE 29 EAST,**
**HENDRY COUNTY, FLORIDA**

**VICINITY MAP**
**NTS**

## DEED DESCRIPTION:

BK981 PG1257-1258 INST202026008586

(PARCEL ID NUMBER 2-29-43-01-010-0048-001.0)

LOTS 1, 2 AND THE EAST 25 FEET OF LOT 3, HENDRY'S SUBDIVISION OF BLOCK NO. 48 IN THE GOODNO PLAT OF LABELLE FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 81, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.
ALSO DESCRIBED AS:
210 FEET SQUARE LOCATED IN THE NE CORNER OF BLOCK 48 OF GOODNO'S ADDITION TO LABELLE, FLORIDA, AS APPEARS ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY FLORIDA, IN PLAT BOOK 3, PAGE 3, IN SECTION 9, TOWNSHIP 43 SOUTH, RANGE 29 EAST.

CONTAINING 1.01 ACRES, MORE OR LESS

## SURVEYOR'S GENERAL NOTES:

1. THE LEGAL DESCRIPTION USED TO PERFORM THIS SURVEY WAS PROVIDED BY THE CLIENT.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF TITLE.
3. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83, 2011 ADJUSTMENT) WHERE THE NORTH BOUNDARY LINE OF THE SUBJECT PARCEL, AS RECORDED IN INSTRUMENT NUMBER 202026008586 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, BEARS N88°47'40"E.
4. DIMENSIONS AND ELEVATIONS (NAVD88) ARE IN FEET AND DECIMAL PARTS THEREOF.
5. SURVEYED PARCEL IS IN FLOOD ZONE "AE" AS PER FIRM 12051C0043D EFF. 07/06/2015 SURVEYED PARCEL CONTAINS 44093.55 SQUARE FEET OR 1.01 ACRES, MORE OR LESS.
6. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO THE ZONING REGULATIONS AND OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL. (NO ZONING REPORT WAS PROVIDED BY THE CLIENT)
7. ADJOINING PARCEL INFORMATION AS SHOWN HEREON WAS TAKEN FROM THE 2025 HENDRY COUNTY GEOGRAPHIC INFORMATION SYSTEM WEB SITE ON MAY 05, 2025.
8. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTY(IES) IT WAS ORIGINALLY PREPARED FOR, AS DEPICTED HEREON, AND IS NOT TRANSFERABLE. ANY ADDITIONS OR DELETIONS TO THIS SURVEY BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
9. THIS PLAT OF SURVEY WAS PREPARED AS A BOUNDARY SURVEY.
10. ONLY THOSE IMPROVEMENTS AS DEPICTED HEREON, HAVE BEEN FIELD LOCATED.
11. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
12. FIELD SURVEY PERFORMED 01/15/2026.

## CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY RESPONSIBLE CHARGE ON 01/15/26. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

TIMOTHY C. SMITH
LICENSE NUMBER
No. 4675
STATE OF FLORIDA
REGISTERED SURVEYOR & MAPPER

TIMOTHY C. SMITH, PSM , STATE OF FLORIDA, (LS #4675)

CLIENT: **ARROWHEAD INVESTMENTS OF SOUTHWEST FLORIDA,LLC**
321 W MAIN STREET IMMOKALEE, FL 34142

| ACTIVITY | INITIALS | | DATE | |
|---|---|---|---|---|
| DRAWN BY: | JB | | 01/30/2026 | |
| CHECKED BY: | MP | | 05/31/2025 | |
| COMPUTED BY: | MP/JB | | 05/29/2025 | |

**ACCURACY DATUM, LLC**
SURVEYORS & MAPPERS
745 N Palomino Street, Clewiston, Florida 33440
Phone: (863)-599-8688 LB No.:8552

| DATE: | HORIZONTAL SCALE: | VERTICAL SCALE: | SEC: TWP: RGE: | DEED BOOK: | DEED BOOK PAGE: |
|---|---|---|---|---|---|
| 01/30/2026 | NA | NA | 9-43S-29E | 981 | 1257-1258 |

TITLE: BOUNDARY AND TOPOGRAPHIC SURVEY
ARROWHEAD INVESTMENTS OF SOUTHWEST FLORIDA, LLC
277 E. HICKPOCHEE AVENUE, LABELLE
HENDRY COUNTY, FLORIDA

| TASK: | PROJECT NO.: | SHEET NUMBER: | DRAWING NUMBER: |
|---|---|---|---|
| | 522AD25 | 1 OF 2 | 522 |

# BOUNDARY AND TOPOGRAPHIC SURVEY

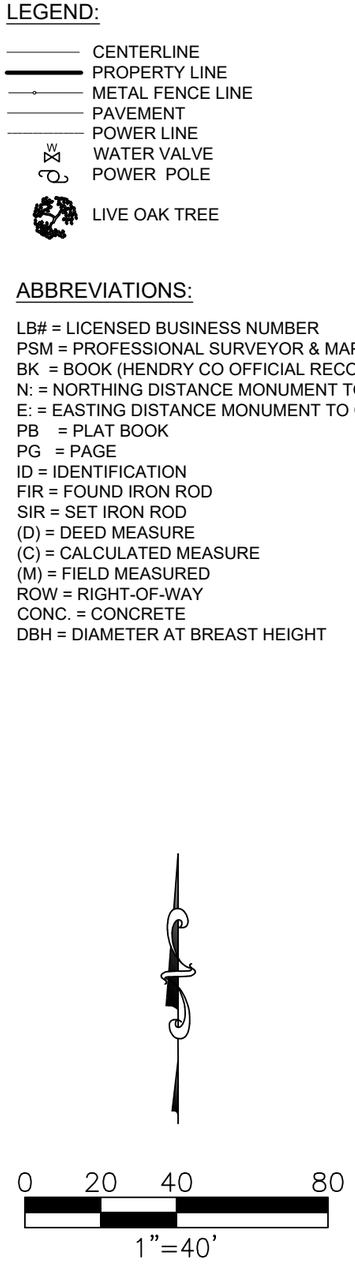
## A PARCEL IN SECTION 9, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA

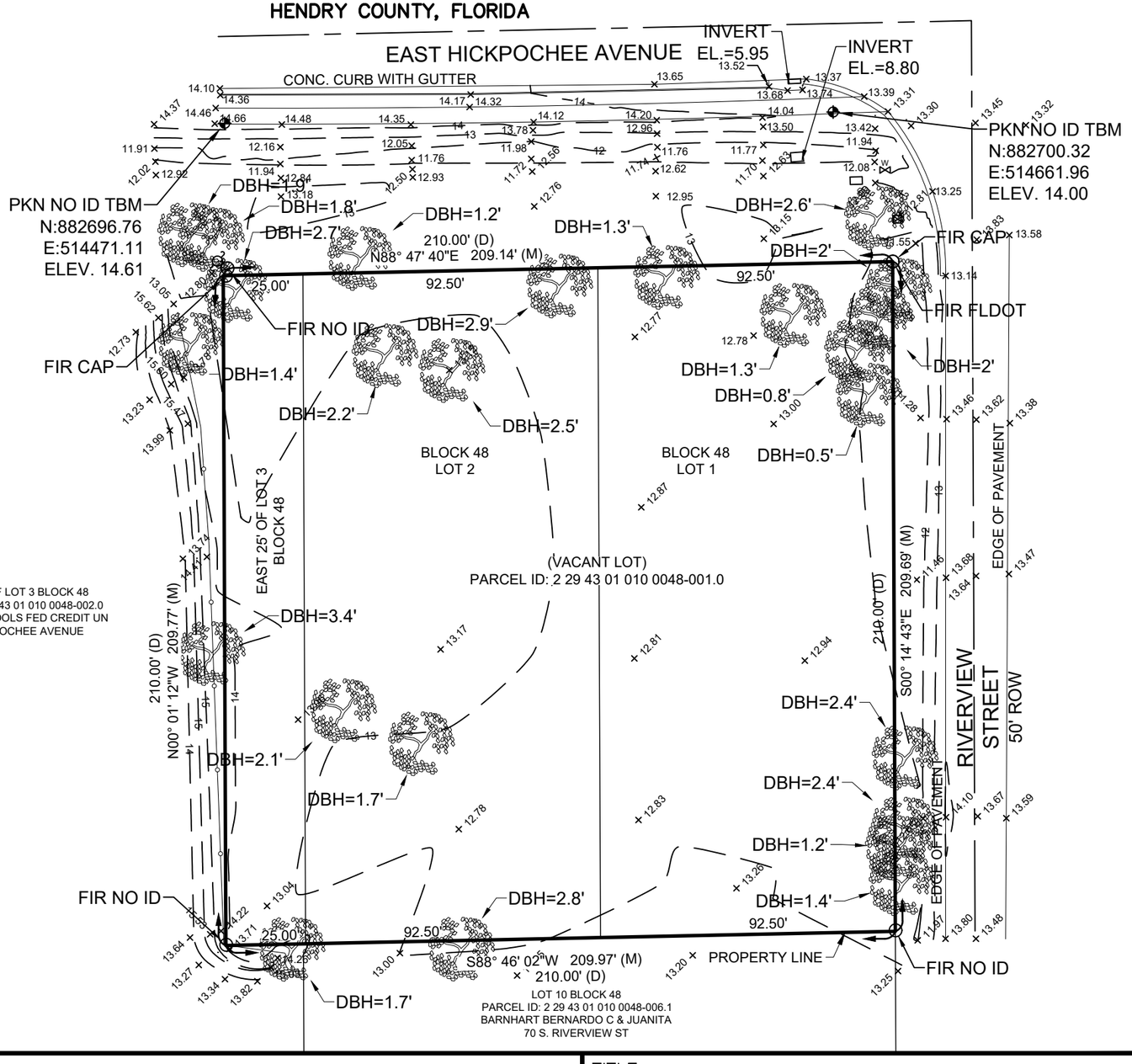
LEGEND:

- CENTERLINE
- PROPERTY LINE
- METAL FENCE LINE
- PAVEMENT
- POWER LINE
- WATER VALVE
- POWER POLE
- LIVE OAK TREE

ABBREVIATIONS:

LB# = LICENSED BUSINESS NUMBER
PSM = PROFESSIONAL SURVEYOR & MAPPER
BK = BOOK (HENDRY CO OFFICIAL RECORDS)
N: = NORTHING DISTANCE MONUMENT TO CORNER
E: = EASTING DISTANCE MONUMENT TO CORNER
PB = PLAT BOOK
PG = PAGE
ID = IDENTIFICATION
FIR = FOUND IRON ROD
SIR = SET IRON ROD
(D) = DEED MEASURE
(C) = CALCULATED MEASURE
(M) = FIELD MEASURED
ROW = RIGHT-OF-WAY
CONC. = CONCRETE
DBH = DIAMETER AT BREAST HEIGHT




CLIENT: **ARROWHEAD INVESTMENTS OF SOUTHWEST FLORIDA,LLC**
321 W MAIN STREET, IMMOKALEE, FL 34142

| ACTIVITY | INITIALS | | DATE | |
|---|---|---|---|---|
| DRAWN BY: | JB | | 01/30/2026 | |
| CHECKED BY: | MP | | 05/31/2025 | |
| COMPUTED BY: | MP/JB | | 05/29/2025 | |

**ACCURACY DATUM, LLC**
SURVEYORS & MAPPERS
745 N Palomino Street, Clewiston, Florida 33440
Phone: (863)-599-8688 LB No.:8552

| DATE: | HORIZONTAL SCALE: | VERTICAL SCALE: | SEC: TWP: RGE: | DEED BOOK: | DEED BOOK PAGE: |
|---|---|---|---|---|---|
| 01/30/2026 | NA | NA | 9-43S-29E | 981 | 1257-1258 |

TITLE: BOUNDARY AND TOPOGRAPHIC SURVEY
ARROWHEAD INVESTMENTS OF SOUTHWEST FLORIDA, LLC
277 E. HICKPOCHEE AVENUE, LABELLE
HENDRY COUNTY, FLORIDA

| TASK: | PROJECT NO.: | SHEET NUMBER: | DRAWING NUMBER: |
|---|---|---|---|
| | 522AD25 | 2 OF 2 | 522 |

**CITY OF LABELLE, FLORIDA**
**Staff Report**
**For SR80 Commercial PUD**
**Commission Review Tree Removal**

**TYPE OF CASE:** Tree Removal Permit Requiring City Commission Approval

**STAFF REVIEWER:** Patty Kulak

**DATE:** March 12, 2026

**APPLICANT:** Shree Nivash Land, LLC

**AGENT:** Cory Chandler, P.E.

**REQUEST:** Removal of 64 significant oak trees totaling 984 inches DBH from the subject property located at West Hickpochee Ave and Captain Hendry Drive to support approved commercial development, with partial on-site mitigation in accordance with LDC Section 4-80.

**LOCATION:** West Hickpochee Ave and Captain Hendry Drive

**PROPERTY SIZE:** 8.91+/-acres

**STAFF NARRATIVE:**

The applicant has submitted a request for approval to remove 64 significant oak trees, totaling 984 inches DBH associated with the approved State Road 80 Commercial Planned Unit Development (PUD), which was approved on October 9, 2025. The subject property consists of approximately 8.91 acres located at West Hickpochee Ave and Captain Hendry Drive and is currently undeveloped. The approved development program includes a hotel with various commercial uses. The identified trees are dispersed throughout the parcel and conflict with the future development plans.

The Land Development Code provisions regarding the protection of significant oak trees allow for removal, subject to replanting requirements as specified in LDC Section 4-80.16.5:

> "The replacement Live Oak tree must be at minimum: ten (10) feet in height, contain a four (4) foot spread, and have four (4) inch caliper, DBH, at time of planting. All significant oak tree(s) approved for removal shall be replaced on a DBH inch for DBH inch basis."

To offset the loss of these significant trees, the applicant proposes partial on-site mitigation through the planting of 165 Live Oak trees, totaling 660 inches towards the required mitigation. This results in a deficit of 324 caliper inches. While a payment-in-lieu was not proposed by the applicant, the resulting payment would be $48,600 ($150 per inch).

In the submitted narrative, the applicant asserts that the hardship is created by the dispersion and location of the Significant Oak Trees throughout the site, particularly within areas required for stormwater retention due to low elevations and natural drainage patterns. The applicant states that preservation would conflict with required access, utility routing, grading, and infrastructure placement and that alternative site layouts were evaluated but would not allow meaningful preservation while maintaining compliance with approved development standards. Additionally, the applicant notes that enhanced perimeter buffer requirements imposed during the rezoning process further limit available planting areas for mitigation and contribute to the overall replanting deficit

The request has been submitted as a public hearing tree removal application in accordance with City procedures. The application materials include a completed tree removal application, narrative and mitigation statement, certified boundary and tree survey, and Existing and Proposed Conditions exhibits. These materials have been provided for City Commission review and consideration in determining whether the proposed tree removal and mitigation are consistent with applicable City standards and policies.

While these constraints are acknowledged, staff notes that development-related conflicts alone do not eliminate the requirement for full mitigation under Section 4-80.16.5, and preservation of Significant Oak Trees remains a priority under the City's Land Development Code. Staff finds the request is inconsistent with the LDC due to the 324 caliper inch deficit without mitigation or payment-in-lieu outlined LDC Section 4-80.16.5.6.

**SUGGESTED MOTION(S)**

**APPROVAL:**

I make a motion to approve the proposed tree removal permit, subject to the on-site replanting or payment-in-lieu for the total of 984 inches of live oaks trees, meeting the minimum size specifications of the Land Development Code.

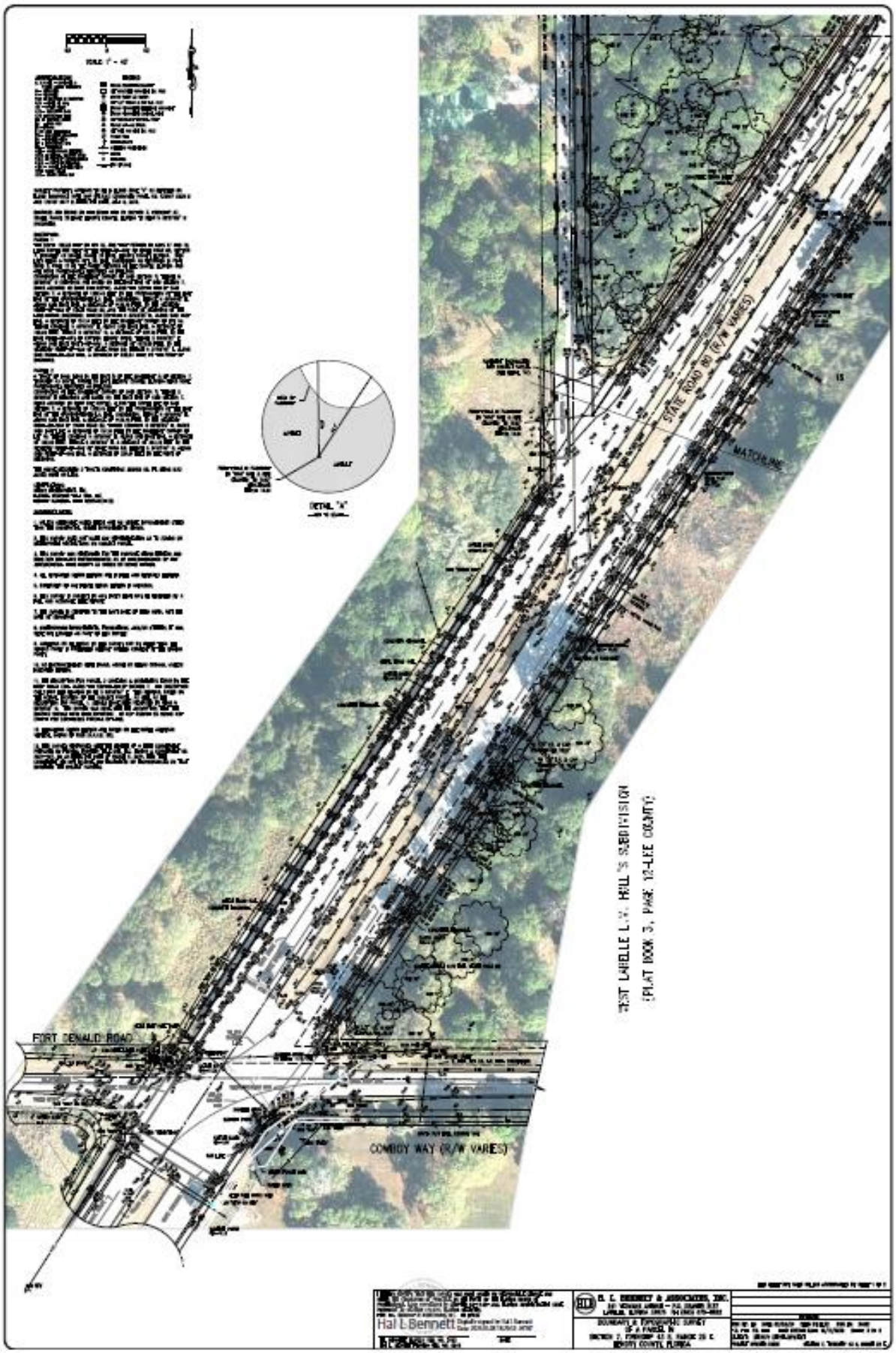
**DENIAL:**

I make a motion to deny the proposed tree removal permit.

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

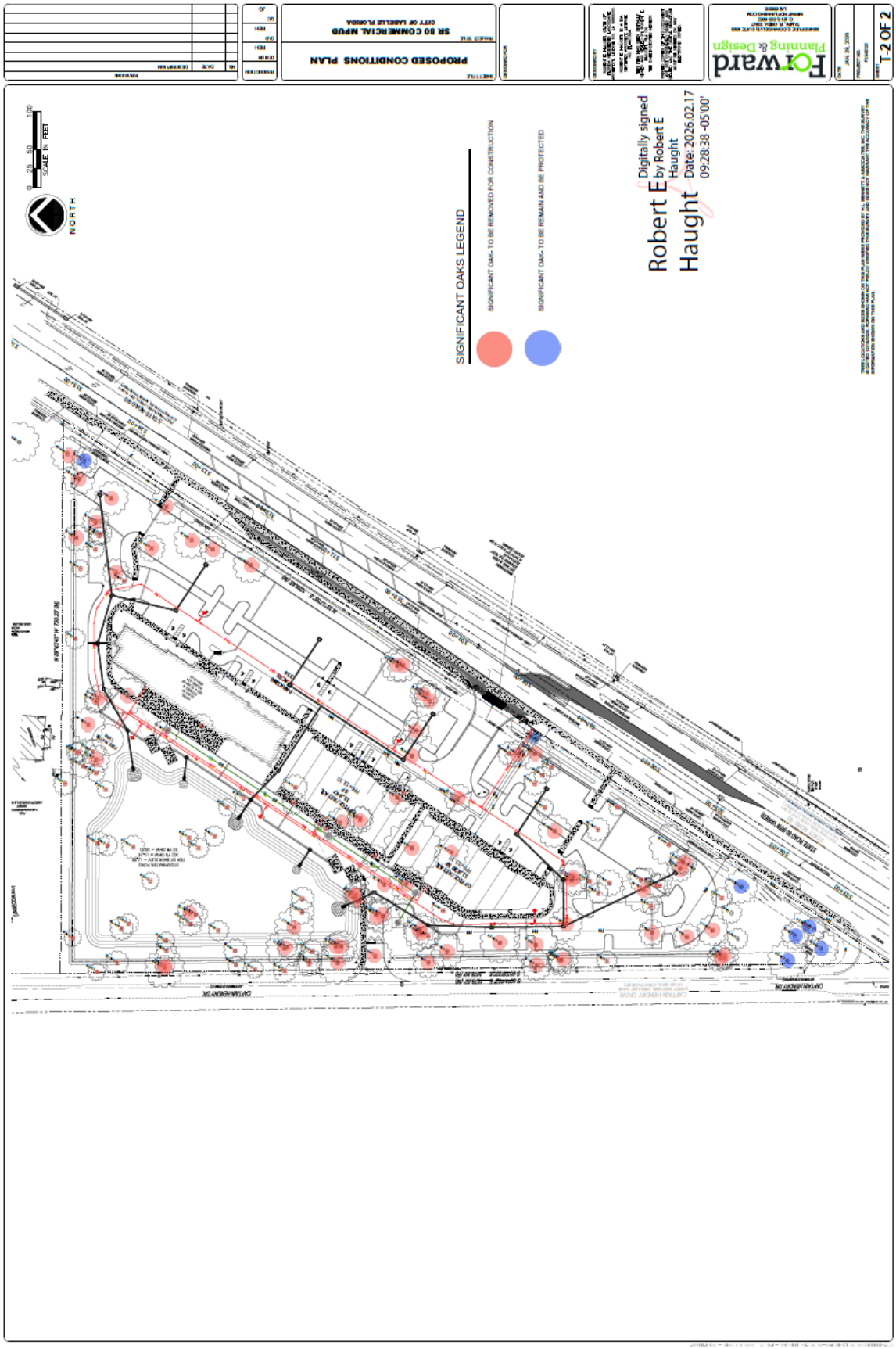
1) …. Why?

**EXHIBIT A**
**SIGNIFICANT OAK TREE SURVEY**


STATE ROAD 15 (R/W VARIES)
MATCHLINE
DETAIL "A"
FORT DONALD ROAD
COMBEY WAY (R/W VARIES)
PLAT BOOK 3, PAGE 12-LEE COUNTY
Hall L Bennett

4

# EXHIBIT B
# TREE REMOVAL IDENTIFICATION



# Tree Removal Application (A)

DATE RECEIVED: _____
APPLICATION # _____
CUSTOMER # _____
INVOICE #: _____
SUPERINTENDANT APPROVED: Y / N
COMMISSION APPROVAL DATE: _____

**Please select one:**

- ☐ Single Family (1 Site) Administrative
- ☐ Single Family (1 Site) Public Hearing
- ☐ Commercial / All Other Administrative
- ☒ Commercial / All Other Public Hearing

1. **APPLICANT:** Shree Nivash Land, LLC.
(As Shown on Deed or Articles of Incorporation)
Name of Person Applying: Cory Chandler, P.E.
Mailing Address: 3810 Northdale Blvd, Suite 100
City: Tampa State: FL Zip: 33624
Email: cchandler@landisevans.com Phone: (813) 949-7449

2. **PROPERTY OWNER (IF DIFFERENT FROM APPLICANT-YOU MUST LIST ALL OWNERS-PROVIDE A SEPARATE SHEET IF NECESSARY):**
Owners Name: Shree Nivash Land, LLC.
Mailing Address: 6903 Congress St
City: New Port Richey State: FL Zip: 34653
Email: John@dhruvdevelopment.com Phone: (727) 846-9500

3. **SPECIFIC LOCATION OF SUBJECT PROPERTY AFFECTED BY THIS APPLICATION:**
Address/Location: W Hickpochee Ave & Captain Hendry Dr
City: LaBelle State: FL Zip: 33935
Tax Parcel I. D. #: Parcel Numbers: 2-29-43-02-360-0000-016.3 & 2-29-43-07-A00-0005.0000

4. **SUMMARY OF APPLICANT'S REQUEST:**
The applicant proposes to construct a commercial development consisting of 3 buildings in LaBelle, Florida. A hotel and two retail/office buildings are proposed on the site as well as the supporting infrastructure.

**5. PLEASE PROVIDE THE FOLLOWING ITEMS TO:**

MWills@citylabelle.com and KimBarselou@citylabelle.com or City Hall, 481 West Hickpochee Avenue, LaBelle, FL 33975

X **A. Completed Tree Removal Application Form**

X **B. Affidavit of Ownership (Notarized)**

X **C. Agent Authorization (Notarized):** The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

X **D. Proof of Ownership:** A copy of the tax bill or a printout from the Property Appraisers office is required with a legal description.

X **E. Narrative & Mitigation Statement:** Written narrative explaining the existing conditions (number, location, species and size of existing significant oak trees); why the significant oak trees prevent reasonable development of the property; what alternatives have been considered by the applicant; description of method of tree removal or relocation (where applicable); and description of mitigation plan (number, location, species and size of oak trees proposed for planting), and details of off-site mitigation planting location (where applicable).

X **F. Existing Conditions Exhibit/Drawing:** Drawing demonstrating the property boundary and location and type of significant oak tree(s) proposed for removal on 8 ½" x 11" paper (minimum size) with legible text showing all data pertinent to the application including the following:

1. Date of drawing
2. Scale
3. North arrow
4. Name of person or firm preparing the plan
5. Property boundary
6. Trees proposed for removal, size and name of species
7. Existing physical improvements including but not limited to existing building, access points, driveways, parking areas, easements (utility, drainage, electric).

X **G. Proposed Conditions Exhibit/Drawing:** Drawing demonstrating the property boundary and location and type of proposed mitigation tree planting on 8 ½" x 11" paper (minimum size) with legible text showing all data pertinent to the proposed mitigation, including at least the following:

1. Date of drawing
2. Scale
3. North arrow
4. Name of person or firm preparing the plan
5. Property boundary
6. Trees proposed for removal, size and name of species
7. Existing physical improvements including but not limited to existing building, access points, driveways, parking areas, easements (utility, drainage, electric).

Submitted separately **H. Verification Letters (where applicable):** Letter from a certified arborist, licensed landscape architect in the State of Florida, or other suitable expert verifying health of trees (only required where removal is requested due to failing health of the tree) AND/OR letter from certified engineer in the State of Florida verifying the tree proposed for removal is causing structural damage to existing structures (only required where applicable).

X **I. Certified Boundary and Tree Survey:** Required for commercial public hearing applications. May be required for single family public hearing applications.

N/A **J. Additional Data:** Any additional data, materials or information deemed necessary by the Superintendent of Public Works or the city commission to make a determination. If additional documents are required, they shall become a part of this permit.

Submitted separately **K. Application Fee:** Check made payable to "City of LaBelle". See the fee schedule on our website. City of LaBelle

**ATTENTION:**

This application must be completed (please type or legibly print) and submitted, with all requirements herein, to the Superintendent of Public Works, at City Hall 481 W. Hickpochee Ave., LaBelle, FL 33975 or via email to: mwills@citylabelle.com and kimbarselou@citylabelle.com. This application must be signed by the owner or the designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit in a form approved by the City of LaBelle is required from the owner of the property. The agent affidavit must be completely filled out and submitted with this application. If the property is in multiple ownerships, then all owners or their designated agent(s) must sign this application. All owners of property that will be affected by this application must either sign this application or fill out an agent affidavit.

The applicant is fully responsible for researching and knowing any and all laws which may be applicable and affect the outcome of any decision on the applicant's request. The City of LaBelle assumes no responsibility or liability relating to the failure of research and know all applicable laws including, but not limited to, state, federal and city laws, codes land development regulations or the adopted comprehensive plan. The city strongly recommends that all applicants consider consulting an attorney regarding their application.

**Other Permits**: Copies of all necessary state and federal permits must be submitted prior to the commencement of construction work on the site. The City of LaBelle is not responsible for determining applicable State and Federal permits.

**PUPLIC HEARING APPLICATION – CITY COMMISSION ACTION:**

If this application cannot be approved by administrative review, by the Superintendent of Public Works or their assignees, it will be forwarded to the City Planner to go before the city commission through the Public Hearing process for review. This process can take approximately two to three months from start to finish. The applicant will be responsible for all expenses for advertisements and outside consultants.

**CONFIRMATION OF OWNERSHIP BY OWNER; AND**
**AUTHORIZATION FOR AGENT OR PETITIONER (WHEN A DIFFERENT ENTITY)**

The undersigned to hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as Property IDs: 31976 & 32544
And legally described in Exhibit A attached hereto.

The property described herein is the subject of a Rezone application. We hereby designate Landis Evans and Partners, Inc and its employees as the legal representative of the property in the course of seeking approval of this application. This representative will remain the only entity to authorize development activity until such time as anew or amended authorization is delivered to the City.

VIJAY PATEL
Owner Signature

Vijay Patel
Printed Name

Shree Nivash Land LLC
Name of owner entity if a corporation, L.L.C., partnership, trust

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

6903 Congress Street, New Port Richey, Florida 34653
Address of Owner

**STATE OF FLORIDA )**
COUNTY OF Pasco )

Sworn to (or affirmed) and subscribed before me this 8 day of January, 2025, by Vijay Patel (owner) capacity if applicable who is personally known to me or produced _____ as identification.

EMILY Y SOTO
Notary Public - State of Florida
Commission # HH 528728
My Comm. Expires May 19, 2028
Bonded through National Notary Assn.

Notary Public
Notary Public – State of Florida
My commission expires May 19 2028

Emily Soto
Name typed, stamped or printed

Vijay Patel
Signature of Petitioner

Vijay Patel
Print or type name of person signing above

01-08-2025
Date

Vijay Patel
Signature of Owner

Vijay Patel
Print or type name of person signing above

01-08-2025
Date

Signature of Equitable Owner (if applicable)

Print or type name of person signing above

Date

***NOTE: IF THE PETITIONER WISHES TO BE REPRESENTED BY AN AGENT, THE POWER OF ATTORNEY ON THE FOLLOWING PAGE MUST BE PROPERLY EXECUTED. IF DRAWINGS PREPARED BY AN ARCHITECTURAL, ENGINEERING OR OTHER FIRM ARE SUBMITTED, THE FIRM MUST EXECUTE THE ATTACHED PERMISSION TO REPRODUCE.***

## AFFIDAVIT

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

**KNOW ALL MEN THAT I, _____, do hereby constitute and appoint _____ my true and lawful attorney, to execute the foregoing instrument in my name, place and stead this _____ day of _____, _____.**

_____ Date:_____
Signature of owner or authorized agent

_____
Print or type name of person signing above

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

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

STATE OF FLORIDA )
)
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this _____ day of _____, ____, by _____ 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: _____

---

KNOW ALL MEN THAT I, Bruce Landis, P.E., AICP, _____(Title), of the firm of Landis Evans and Partners, Inc, 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: President
Date: 1-3-25

STATE OF FLORIDA )
)
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 3 day of January 2025, ____, by Bruce Landis who is personally known to me or who has produced _____ as identification and who did not take an oath.

Jessica Jeannette Williams
Notary Public
Jessica Jeannette Williams
Print or type name
My Commission Expires: Nov. 15, 2028

JESSICA JEANNETTE WILLIAMS
MY COMMISSION # HH 571698
EXPIRES: November 15, 2028

Inst. Number: 202426007747 Book: 1080 Page: 77 Page 1 of 3 Date: 6/28/2024 Time: 4:43 PM
Kimberley Barrineau Clerk of Courts, Hendry County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 9,100.00



Prepared by and return to:
Sharon Zuccaro
Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe Street
Fort Myers, FL 33901
(239) 344-1100

[Space Above This Line For Recording Data]

# Warranty Deed

**This Warranty Deed** made this **27th day of June, 2024** between **Meador Family Holdings, LLC, a Florida limited liability company** whose post office address is **1331 Commerce Drive, Labelle, FL 33935**, grantor, and **SHREE NIVASH LAND LLC, a Florida limited liability company** whose post office address is **6903 Congress Street, New Port Richey, FL 34653**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Hendry County**, **Florida** to-wit:

**See Exhibit "A" attached hereto and made a part hereof**

**Parcel Numbers: 2294302-36000000163 and 2074329-A0000050000.**

**Subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of records; existing zoning and governmental regulations.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2023.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Signed, sealed and delivered in our presence:

Witness #1
Printed Name: JAMES W. MCCARRIER
Address: 1715 Monroe St
Fort Myers, FL 33901

Witness #2
Printed Name: KAREN ADKINS
Address: 1715 Monroe St
Fort Myers, FL 33901

**Meador Family Holdings, LLC, a Florida limited liability company**

By: _____
Paul J. Meador, Managing Member

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 27th day of June, 2024 by Paul J. Meador, Managing Member of Meador Family Holdings, LLC, a Florida limited liability company, who [_] is personally known or [X] has produced a driver's license as identification.

[Seal]

JAMES W. MCCARRIER
Commission # HH 414045
Expires September 2, 2027

Notary Public
Print Name: _____
My Commission Expires: _____

# Exhibit "A"

Parcel 1:

The South 168.00 feet of Lot 16, and that portion of Lots 17 and 18, lying North and West of the Right-of-Way of State Road 80, Section 7, Township 43 South, Range 29 East, Hendry County, Florida. Said lots being a portion of L.V. Hull Subdivision as recorded in Plat Book 3, Page 12, of the Public Records of Lee County, Florida and are more particularly described as follows:

Commencing at the Southeast corner of said Section 7; thence N 88°58'50" W (bearings are based on the East line of said Section 7, being assumed to bear due North), along the South line of said Section 7, a distance of 1320.45 feet to the Prolongation of the East line of the aforementioned L.V. Hull Subdivision; thence N 00°00'05" E, along said East line, a distance of 1436.15 feet, to the Westerly Right-of-Way of State Road 80, and the Point of Beginning of the land herein described; thence continue N 00°00'05" E, along said East line, a distance of 151.54 feet to the Southeast corner of Lot 16; thence continue N 00°00'05" E, along said East line, a distance of 168.00 feet; thence N 88°58'55" W, a distance of 507.16 feet, to the East Right-of-Way of Captain Hendry Drive; thence S 00°00'22" E, along said East Right-of-Way, a distance of 1078.89 feet, to the Westerly Right-of-Way of State Road 80; thence N 34°02'40" E, along said Right-of-Way line, a distance of 905.54 feet to the Point of Beginning.

Parcel 2:

A tract of land lying in the East 1/2 of the Southeast 1/4 of Section 7, Township 43 South, Range 29 East, Hendry County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 7; thence N 88°58'50" W (bearings are based on the East line of said Section 7, being assumed to bear due North), along the South line of said Section 7, a distance of 1320.45 feet to the Prolongation of the East line of the L.V. Hull Subdivision, as recorded in Plat Book 3, Page 12, of the Public Records of Lee County, Florida; thence N 00°00'05" E, along said East line, a distance of 1436.15 feet, to the Westerly Right-of-Way of State Road 80, and the Point of Beginning of the land herein described; thence continue N 00°00'05" E, along said East line, a distance of 151.54 feet, to the Southeast corner of Lot 16; thence continue N 00°00'05" E, along said East line, a distance of 168.00 feet; thence S 88°58'55" E, a distance of 213.33 feet, to the Westerly Right-of-Way of State Road 80; thence S 34°02'40" W, along said Right-of-Way line, a distance of 381.01 feet to the Point of Beginning.

**2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED**
**Apr 11, 20**
**Secretary of State**
**8309500485CC**

DOCUMENT# L24000012305

**Entity Name:** SHREE NIVASH LAND LLC

**Current Principal Place of Business:**

6135 W SITKA ST
4TH FLOOR
TAMPA, FL 33634

**Current Mailing Address:**

6135 W SITKA ST
4TH FLOOR
TAMPA, FL 33634 US

**FEI Number: 99-0744582**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

PATEL, VIJAY
6135 W SITKA ST
4TH FLOOR
TAMPA, FL 33634 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Authorized Person(s) Detail :**

| | |
|---|---|
| Title | AMBR |
| Name | PATEL, VIJAY |
| Address | 6135 W SITKA ST<br>4TH FLOOR |
| City-State-Zip: | TAMPA FL 33634 |

| | |
|---|---|
| Title | AMBR |
| Name | PATEL, YOGESHKUMAR |
| Address | 9949 VIA SAN MARCO LOOP |
| City-State-Zip: | FT. MYERS FL 33905 |

| | |
|---|---|
| Title | AMBR |
| Name | PATEL, ANAND |
| Address | 2820 VIA PIAZZA LOOP |
| City-State-Zip: | FT. MYERS FL 33905 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: VIJAY PATEL AMBR 04/11/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

February 2, 2026

City of Labelle
481 West Hickpochee Ave.
LaBelle, Florida 33935

**Re: Narrative for Tree Removal Application – Caloosa Commons**
West Hickpochee Ave & Captain Hendry Dr, LaBelle, Florida 33935
Parcel Numbers: 2-29-43-02-360-0000-016.3 & 2-29-43-07-A00-0005.0000

To Whom It May Concern,

Pursuant to the City's review of the Tree Removal Application for the above-referenced project, Landis Evans + Partners submits the below narrative.

**4-80.16.4.2.a. Criteria for permits requiring city commission approval**

1. **The applicant shall demonstrate that the significant oak tree(s) prevents the reasonable development of the site;**

   The location of the Significant Oak Trees prevents the reasonable development of the property. A group of these trees is located within the northwest quadrant of the site, where the existing topography and natural drainage patterns require the placement of the stormwater pond due to low elevations. The remaining Significant Oak Trees are dispersed throughout the site in a manner that does not allow for clustering or preservation, regardless of the proposed development layout. As a result, preservation would impose substantial constraints on building placement, internal circulation, utility routing, and grading, thereby limiting the site's ability to be developed in a cohesive and functional manner. Furthermore, retention of these trees would create long-term operational and maintenance challenges, including conflicts with underground and above-ground infrastructure, pavement heave, and potential damage to foundations, sidewalks, and utilities due to extensive root systems. Preservation would also restrict necessary grading and soil compaction required for safe and compliant development. Collectively, these factors demonstrate that preservation of the Significant Oak Trees would unreasonably hinder the site's development potential and compromise the functionality, safety, and durability of the proposed improvements.

2. **That relief from other land development code requirements, such as reduced setbacks or parking lot layout, are not reasonable alternatives for tree preservation; and**

   Relief from other land development code requirements, including reduced setbacks or alternative parking lot configurations, does not represent a reasonable or viable alternative for the preservation of the Significant Oak Trees. The location and dispersion of the Significant Oak Trees across the site inherently constrain development and prevent reasonable site utilization, irrespective of building orientation or parking layout.

   Furthermore, the extensive setback, buffer, and screening requirements applicable to the site were specifically requested by the City Commission and Staff during the rezoning process under Ordinance 2025-07. As a result, the proposed development incorporates setbacks and buffer widths that exceed the minimum requirements of the Land Development Code. Granting relief from these standards would directly conflict with conditions established through the rezoning.

   Even with modifications to parking lot design, circulation patterns, or setback reductions, any feasible development scenario would continue to impact Significant Oak Trees due to their placement relative to required infrastructure, access, utilities, and stormwater facilities. Accordingly, relief from other code requirements would not achieve meaningful tree preservation and would not eliminate the need for the requested variance.

3. **That any approval for significant oak tree removal or relocation granted by the city commission does not adversely impact adjacent properties.**

   Approval of the removal or relocation of the Significant Oak Trees will not result in adverse impacts to adjacent properties. The proposed development has been designed to meet or exceed all applicable buffering, landscaping, and screening requirements to ensure compatibility with surrounding uses. The Applicant will provide enhanced perimeter landscaping and screening treatments to effectively mitigate visual impacts and maintain privacy for neighboring properties. These measures ensure that the removal or relocation of the Significant Oak Trees will maintain the neighborhood character as the perimeter of the property will have far more live oak trees than in existing conditions. Furthermore, the site will be designed to accommodate the changes in stormwater runoff and will not adversely affect adjacent properties.

4. **Demonstration of the required mitigation in accordance with this in accordance with Sec. 4-80.16.5**

   The Applicant has demonstrated compliance with the mitigation intent of Sec. 4-80.16.5 through a comprehensive tree mitigation and landscape strategy. The Applicant will

provide substantial mitigation for the proposed removal and relocation of Significant Oak Trees; however, due to the enhanced buffering and landscaping requirements imposed by the City Commission and Staff as part of the rezoning process (Ord 2025-07), full on-site replacement of all required caliper inches is not feasible.

A total of 1,114 inches DBH (Diameter at Breast Height) of Significant Oak Trees are proposed for removal. In response, the Applicant proposes the installation of 165 Live Oak trees, providing a total of 660 caliper inches toward mitigation. This results in a remaining deficit of 324 caliper inches. To further offset this difference, the Applicant has also provided an additional 161 caliper inches of non-Live Oak canopy species as supplemental mitigation.

The requested tree removal variance is directly attributable to the extensive perimeter buffer requirements, including the berm, established during the rezoning, which significantly limit available planting areas within the developable portion of the site. Notwithstanding this constraint, the proposed mitigation plan exceeds the qualitative objectives of the code by delivering a cohesive, well-distributed landscape framework that enhances visual buffering, strengthens site aesthetics, and provides long-term canopy coverage.

As detailed below, the proposed mitigation strategy is fully integrated with the required buffer areas and achieves the overall purpose and intent of Sec. 4-80.16.5 by balancing environmental considerations with reasonable site development.

SR 80 Buffer Requirements

The required buffer along SR 80 includes:

- A 25 foot wide enhanced buffer, including a 3-foot-tall berm
- A double hedgerow, planted at 36 inches and maintained at 48 inches
- 5 canopy trees per 100 linear feet, planted at 12 feet in height
- 3 medium/understory trees per 100 linear feet, planted at 8 feet in height

Compliance

The landscape plan complies with these SR 80 buffer requirements. However, the presence of existing overhead utility lines along the roadway may present a conflict for canopy tree placement.

North and West Boundary Buffer Requirements

The required enhanced buffer for the north and west property boundaries includes:

- A 15 foot wide buffer
- An 8 foot opaque wall or fence
- A 3 foot tall berm

- A double hedgerow, planted at 36 inches and maintained at 60 inches
- 5 canopy trees per 100 linear feet, planted at 12 feet in height
- 3 medium/understory trees per 100 linear feet, planted at 8 feet in height
- All required plantings must be located on the exterior side of the wall.

Compliance
There is insufficient room to meet the requirement for medium/understory trees, as all plantings are required to be placed outside the 8-foot fence. A single row of live oaks has been placed instead, spaced at 20 feet on center. At this spacing, the trees will be touching at installation; appropriate spacing would be 30 feet on center to allow for healthy long term growth.

The requirement to install a continuous berm around the property necessitates the removal of all existing trees within the berm footprint, including approximately 14 Significant Oak Trees that contribute 247 inches toward needed mitigation. The addition of the 8-foot wall further constrains the planting area. Despite these limitations, the Applicant has placed live oaks in every feasible location on the site. Pond perimeters must also remain accessible for maintenance, reducing available planting space.

**4-80.16.4.2.b. Application requirements for permits requiring city commission approval (Narrative and Mitigation Statement)**

1. **The location and type of significant oak tree(s) proposed for removal or relocation;**

There are a total of 1,114 inches DBH (Diameter at Breast Height) of Significant Oak Trees as classified per Section 2-4 of the LaBelle, Florida – Code of Ordinances Appendix B. The Significant Oak Trees are scattered throughout the property.

2. **A statement (narrative) addressing the following:**

    a. **Why the significant oak tree(s) prevents reasonable development,**

The location of the Significant Oak Trees prevents the reasonable development of the property. A group of these trees is located within the northwest quadrant of the site, where the existing topography and natural drainage patterns require the placement of the stormwater pond due to low elevations. The remaining Significant Oak Trees are dispersed throughout the site in a manner that does not allow for clustering or preservation, regardless of the proposed development layout. As a result, preservation would impose substantial constraints on building placement, internal circulation, utility routing, and grading, thereby limiting the site's ability to be developed in a cohesive and functional

manner. Furthermore, retention of these trees would create long-term operational and maintenance challenges, including conflicts with underground and above-ground infrastructure, pavement heave, and potential damage to foundations, sidewalks, and utilities due to extensive root systems. Preservation would also restrict necessary grading and soil compaction required for safe and compliant development. Collectively, these factors demonstrate that preservation of the Significant Oak Trees would unreasonably hinder the site's development potential and compromise the functionality, safety, and durability of the proposed improvements.

**b. Why the significant oak tree(s) prevents reasonable development,**

The presence, location, and extent of the Significant Oak Trees on the site prevent the reasonable development of the property. Any feasible development of the site requires the removal of these trees due to their proximity to buildings, required access drives, utilities, stormwater infrastructure, and grading limits. The Applicant has evaluated multiple alternative site layouts and design configurations; however, no reasonable alternative allows for meaningful tree preservation while maintaining compliance with applicable development standards and ensuring the long-term viability of both the proposed improvements and remaining vegetation.

Preservation of the existing Significant Oak Trees would necessitate extensive grading restrictions, encroachment into critical root zones, and conflicts with underground infrastructure, which would compromise tree health and result in long-term maintenance and safety concerns. Likewise, attempts to preserve trees in place would limit proper site drainage, utility installation, and structural design, rendering the development impractical. Accordingly, the proposed site plan represents the only reasonable development scenario that balances code compliance, infrastructure requirements, and long-term site functionality.

**3. Demonstration of consideration of relief from other land development code requirements that might enable development to proceed and avoid tree removal**

Relief from other land development code requirements, including reduced setbacks or alternative parking lot configurations, does not represent a reasonable or viable alternative for the preservation of the Significant Oak Trees. The location and dispersion of the Significant Oak Trees across the site inherently constrain development and prevent reasonable site utilization, irrespective of building orientation or parking layout.

Furthermore, the extensive setback, buffer, and screening requirements applicable to the site were specifically requested by the City Commission and Staff during the rezoning process under Ordinance 2025-07. As a result, the proposed development incorporates

setbacks and buffer widths that exceed the minimum requirements of the Land Development Code. Granting relief from these standards would directly conflict with conditions established through the rezoning.

Even with modifications to parking lot design, circulation patterns, or setback reductions, any feasible development scenario would continue to impact Significant Oak Trees due to their placement relative to required infrastructure, access, utilities, and stormwater facilities. Accordingly, relief from other code requirements would not achieve meaningful tree preservation and would not eliminate the need for the requested variance.

4. **Give a description of the method of tree removal or relocation (where applicable).**

All trees to be removed under the supervision of a specialist. Steps will be taken to mitigate the potential adverse impact on the trees that are to remain on-site. Included compliance with Sec. 4-80.16. and construction plans have the following note: "Protective barricades shall remain in place until land alteration and construction activities are completed. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing or to place soil deposits, debris, solvents, construction material, machinery, or other equipment of any kind within the dripline of a tree to remain on the site. All trimming undertaken on a tree protected by the provisions of the LDC shall be in accordance with the American National Standards Institute A-300 Pruning Standards. The Contractor is to make every effort to ensure that all utility lines are not installed within the dripline of any trees to remain on the project site. If the utilities must be installed within the dripline, they shall be relocated as far away from the trees as possible and then special techniques shall be utilized such as root pruning or tunneling."

5. **Description of how other significant oak trees or groups of trees will be protected during any approved tree removal or relocation and any associated construction or clearing, where applicable**

All trees to be removed under the supervision of a specialist. Steps will be taken to mitigate the potential adverse impact on the trees that are to remain on-site. Included compliance with Sec. 4-80.16. and construction plans have the following note: "Protective barricades shall remain in place until land alteration and construction activities are completed. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing or to place soil deposits, debris, solvents, construction material, machinery, or other equipment of any kind within the dripline of a tree to remain on the site. All trimming undertaken on a tree protected by the provisions of the LDC shall be in accordance with the American National Standards Institute A-300 Pruning Standards. The Contractor is to make every effort to ensure that all utility lines are not installed within the dripline of any trees to remain on the project site. If the utilities must be installed within the dripline, they

shall be relocated as far away from the trees as possible and then special techniques shall be utilized such as root pruning or tunneling."

6. **Planting plan and narrative describing required mitigation.**

The Applicant has demonstrated compliance with the mitigation intent of Sec. 4-80.16.5 through a comprehensive tree mitigation and landscape strategy. The Applicant will provide substantial mitigation for the proposed removal and relocation of Significant Oak Trees; however, due to the enhanced buffering and landscaping requirements imposed by the City Commission and Staff as part of the rezoning process (Ord 2025-07), full on-site replacement of all required caliper inches is not feasible.

A total of 1,114 inches DBH (Diameter at Breast Height) of Significant Oak Trees are proposed for removal. In response, the Applicant proposes the installation of 165 Live Oak trees, providing a total of 660 caliper inches toward mitigation. This results in a remaining deficit of 324 caliper inches. To further offset this difference, the Applicant has also provided an additional 161 caliper inches of non-Live Oak canopy species as supplemental mitigation.

The requested tree removal variance is directly attributable to the extensive perimeter buffer requirements established during the rezoning, which significantly limit available planting areas within the developable portion of the site. Notwithstanding this constraint, the proposed mitigation plan exceeds the qualitative objectives of the code by delivering a cohesive, well-distributed landscape framework that enhances visual buffering, strengthens site aesthetics, and provides long-term canopy coverage.

As detailed below, the proposed mitigation strategy is fully integrated with the required buffer areas and achieves the overall purpose and intent of Sec. 4-80.16.5 by balancing environmental considerations with reasonable site development.

<u>SR 80 Buffer Requirements</u>
The required buffer along SR 80 includes:
- A 25 foot wide enhanced buffer, including a 3-foot-tall berm
- A double hedgerow, planted at 36 inches and maintained at 48 inches
- 5 canopy trees per 100 linear feet, planted at 12 feet in height
- 3 medium/understory trees per 100 linear feet, planted at 8 feet in height

<u>Compliance</u>
The landscape plan complies with these SR 80 buffer requirements. However, the presence of existing overhead utility lines along the roadway may present a conflict for canopy tree placement.

North and West Boundary Buffer Requirements

The required enhanced buffer for the north and west property boundaries includes:

- A 15 foot wide buffer
- An 8 foot opaque wall or fence
- A 3 foot tall berm
- A double hedgerow, planted at 36 inches and maintained at 60 inches
- 5 canopy trees per 100 linear feet, planted at 12 feet in height
- 3 medium/understory trees per 100 linear feet, planted at 8 feet in height
- All required plantings must be located on the exterior side of the wall.

Compliance

There is insufficient room to meet the requirement for medium/understory trees, as all plantings are required to be placed outside the 8-foot fence. A single row of live oaks has been placed instead, spaced at 20 feet on center. At this spacing, the trees will be touching at installation; appropriate spacing would be 30 feet on center to allow for healthy long term growth.

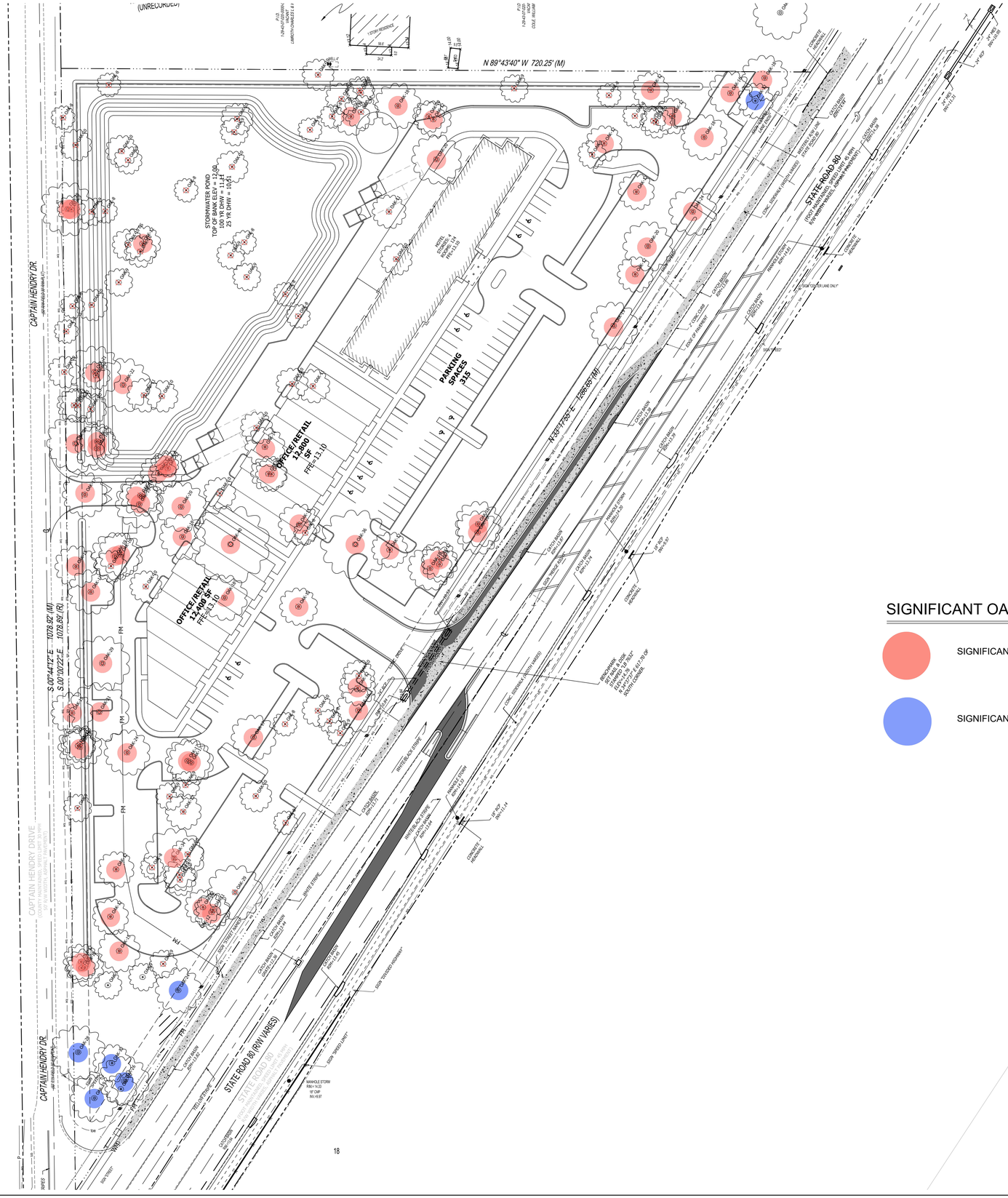
The requirement to install a continuous berm around the property necessitates the removal of all existing trees within the berm footprint, including approximately 14 Significant Oak Trees that contribute 247 inches toward needed mitigation. The addition of the 8-foot wall further constrains the planting area. Despite these limitations, the Applicant has placed live oaks in every feasible location on the site. Pond perimeters must also remain accessible for maintenance, reducing available planting space.

Based on the above, we submit that the Application complies with all removal/variance criteria and, therefore, should be approved. Thank you for your consideration.

Regards,

Margaret Tassone, AICP
Project Planner
Landis Evans + Partners, Inc.

(UNRECORDED)
N 89°43'40" W 720.25' (M)
N 33°17'55" E 1288.65' (M)
CAPTAIN HENDRY DR
(COUNTY MAINTAINED, SPEED LIMIT 30 MPH)
50' R/W WIDTH, ASPHALT PAVEMENT)
S 00°44'12" E 1078.92' (M)
S 00°00'22" E 1078.89' (R)
SIGNIFICANT OAK (TYP.)
STATE ROAD 80
(FDOT MAINTAINED, SPEED LIMIT 45 MPH)
R/W VARIES, ASPHALT PAVEMENT)
STATE ROAD 80 (R/W VARIES)
EDGE OF PAVEMENT
WHITE EDGE STRIPE
YELLOW STRIPE
CONC. SIDEWALK (WIDTH VARIES)
EXISTING SLOPE AND DITCH (TYP.)
"EDGE OF WATER"
"TOP OF BANK"
"TOE OF SLOPE"






| REVISIONS | | | |
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| PRODUCTION | |
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| DESIGN | REH |
| CAD | REH |
| QC | JG |

SHEET TITLE: **PROPOSED CONDITIONS PLAN**

PROJECT TITLE: **SR 80 COMMERCIAL MPUD**
**CITY OF LABELLE FLORIDA**

DESIGNED FOR

DESIGNED BY

ROBERT E. HAUGHT, STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT, LICENSE NO. LA 6666815

ROBERT E. HAUGHT, IS A ISA CERTIFIED ARBORIST, LICENSE NO. FL=6738A

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROBERT E. HAUGHT, PLA ON THE DATE INDICATED HEREON

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Forward Planning & Design
19046 BRUCE B. DOWNS BLVD. SUITE #308
TAMPA, FLORIDA 33647
O: (813) 533-8562
WWW.FWDPLANNING.COM
LA666815

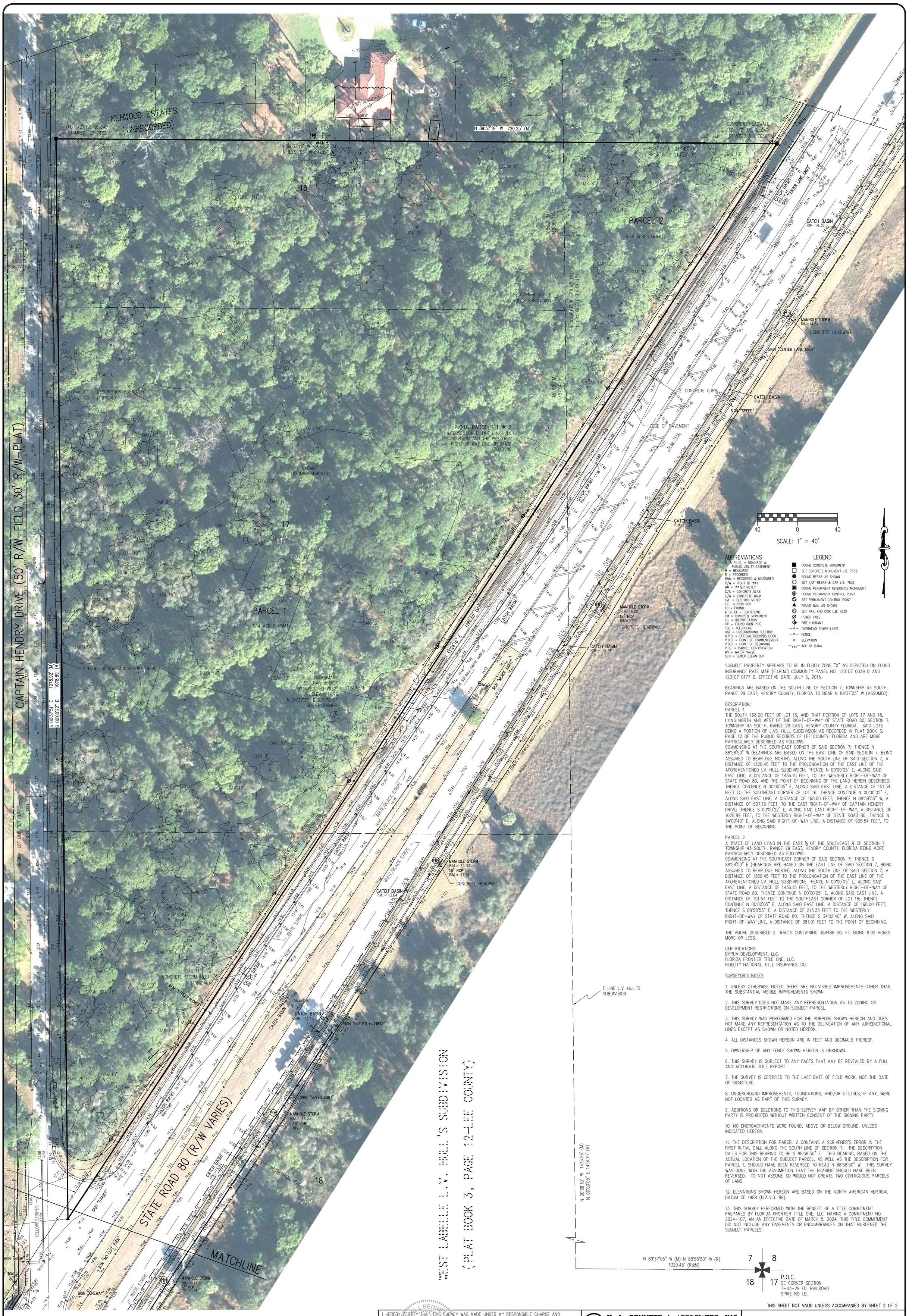
DATE: JAN. 29, 2026

PROJECT NO.: F154010

SHEET: **T-2 OF 2**



C:\Users\rhaught\Forward Planning & Design\Forward Planning - Documents\Projects\F154010 - SR 80 Commercial MPUD\Drawings\Sheets\F154010 - SR 80 Commercial MPUD - Sheets.dwg, Jan 29, 2026 @ 9:39pm, RobertHaught

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THIS SHEET NOT VALID UNLESS ACCOMPANIED BY SHEET 2 OF 2

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
FOR: H.L. BENNETT & ASSOCIATES, INC. LB #7632

Hal L. Bennett
Digitally signed by Hal L Bennett
Date: 2024.05.08 18:30:23 -04'00'

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

DATE:


H. L. BENNETT & ASSOCIATES, INC.
241 YEOMANS AVENUE – P.O. DRAWER 2137
LABELLE, FLORIDA 33975 PH (863) 675-8882


BOUNDARY & TOPOGRAPHIC SURVEY
OF A PARCEL IN
SECTION 7, TOWNSHIP 43 S, RANGE 29 E.
HENDRY COUNTY, FLORIDA

REVISIONS

DWN BY: LM DATE: 03/20/24 CHKD BY:HLB2 DWG. ID: 24081
F.B. FILE PG. FILE FIELD SURVEY DATE: 11/17/2020 SHEET: 1 OF 2
CLIENT: DHRUV DEVELOPMENT
PROJECT NUMBER: 24081 SECTION 7, TOWNSHIP 43 S, RANGE 29 E.

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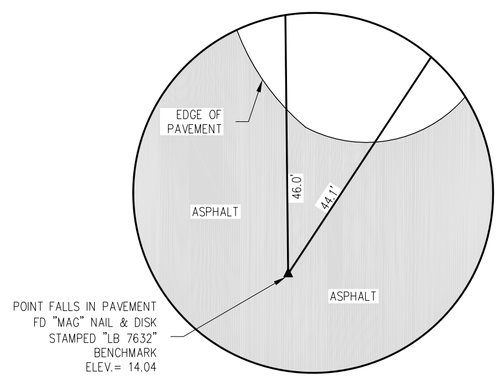


DETAIL "A"
--NOT TO SCALE--





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Hal L Bennett Digitally signed by Hal L Bennett Date: 2024.05.08 18:29:59 -04'00'

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DWN BY: LM DATE: 03/20/24 CHKD BY:HLB2 DWG. ID: 24081
F.B. FILE PG. FILE FIELD SURVEY DATE: 11/17/2020 SHEET: 2 OF 2
CLIENT: DHRUV DEVELOPMENT
PROJECT NUMBER: 24081 SECTION 7, TOWNSHIP 43 S, RANGE 29 E.

**CITY OF LABELLE, FLORIDA**

**Planning Staff Report**
**Architectural Review**
**Mavis Tire**

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

**STAFF REVIEWER:** Patty Kulak

**DATE:** February 12, 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.

**CITY OF LABELLE**
**ORDINANCE 2024-03**
**RACETRAC PLANNED UNIT DEVELOPMENT**

**AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ANNEXING A 9.73+/-ACRE PROPERTY LOCATED ALONG THE NORTHEAST CORNER OF STATE ROAD 80 AND HUGGETTS ROAD, INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA AMENDING THE ZONING DESIGNATION FROM UNINCORPORATED HENDRY COUNTY GENERAL AGRICULTURE (A-2) ZONING DISTRICT TO THE CITY OF LABELLE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, ECP Partners has considered an amendment to the Future Land Use Map for a real property located immediately north of State Road 80 and east of Huggetts Road, City of LaBelle, Florida, "the property" as described and depicted in Exhibit "A" attached hereto; and

**WHEREAS,** the Owner, filed an application to rezone the subject property to Planned Unit Development to allow for the development of a commercial development consistent with the City's intent for the Commercial future land use category; and

**WHEREAS,** after duly advertised public hearings held on February 8, 2024, before the LaBelle Local Planning Agency "LPA"; and on March 14, 2024, and April 11, 2024, before the City Commission; and

**WHEREAS**, the City Commission for the City of LaBelle has determined that the requested PUD rezoning is in compliance with the future land use designation of "Commercial" and approval of the PUD rezoning application will further the goals and objectives of the City of LaBelle Comprehensive Plan; and,

**WHEREAS**, the subject application and plans have been reviewed by City of LaBelle Planning Department in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

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

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

**Section 2.** The above-mentioned Planned Unit Development (PUD) is hereby adopted, upon a finding that this is the most appropriate use of the property and this use will promote, protect and improve the health, safety, comfort, good order, appearance, convenience and general welfare of the public subject to the following conditions:

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

1. The PUD Rezone applies to the property is described in Exhibit 'A'.
2. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'.
3. Development Standards will conform to the Development Standards Table, attached as Exhibit 'C'.
4. 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.
5. The PUD is limited to a maximum of 40,000 square feet of commercial uses including a maximum 10,000 SF convenience store with twenty (20) gas pumps.
6. Outdoor sales area is accessory only and the cumulative outdoor sales area for the entire PUD is limited to 500 square feet.
7. The Convenience Store use including the principal building fuel canopies, signage, dumpster enclosures and accessory structures must demonstrate a common design and architectural theme and color palette at the time of building permit review consistent with architectural elevations in Exhibit 'E'. Fuel canopy poles must contain a minimum four feet of decorative brick overlay at the base, consistent with the decorate brick on the principal structure.
8. A consistent Old Florida architectural vernacular must be applied to non-residential buildings. All commercial buildings shall adhere to the following design standards:
    a. Old Florida vernacular to be displayed through inclusion of elements including but not limited to: front porches, covered corridors, walkways, pitched and/ or metal roofs, shutters, and paneled siding.
    b. Roof overhangs are required on all commercial buildings.
    c. If flat roofs are used, they are to be enclosed from SR-80 and Huggetts Road view by parapets, mansards or a combination of the two.
    d. Facade treatments are to be provided in accordance with LDC 4-91(b)(2).
    e. Exterior building colors to be derived from earth tones with subtle hues of primary building color.
    f. Structures shall reflect similar architectural features such as style, materials, details, and color.
9. Prior to site construction plan submittal, the developer shall obtain building elevation approval by the City Commission for all additional principal structures/buildings to be developed within the PUD during an advertised public hearing. Any substantive changes to building elevations from what was approved by the City Commission must be reviewed and approved by the City Commission.
10. No outdoor piped/amplified music or speaker system is permitted.
11. The PUD must connect to the City's potable water and sanitary sewer system when capacity is available. Temporary package water and sewer system may only be used on an interim basis until capacity in the City's water and sewer treatment facilities is available. Capacity is not vested until a site construction permit has been issued or a development agreement is executed and water and sewer connection fees have been paid.

A demonstration of capacity will be required at the time of site construction permit issuance, including demonstration of a hydrant system to provide adequate fire flow for firefighting purposes.

12. The development must conform to all State Road 80 Road Overlay requirements, as applicable.
13. Site construction plans must demonstrate an internal sidewalk system that connects the proposed buildings to parking areas, and the external sidewalk network, including a minimum 5-foot sidewalk where the property abuts Huggetts Road and State Road 80.
14. The project will provide parking spaces in accordance with the Land Development Code for non-residential uses.
15. Access to State Road 80 will require a permit from the Florida Department of Transportation. This approval does not guarantee or grant access as shown on the MCP.
16. Access to Huggetts Road will require a permit from Hendry County. This approval does not guarantee or grant access as shown on the MCP.
17. Prior to site construction permit approval, a vehicular interconnection must be provided to the abutting property to the east and a pedestrian interconnection to the north via recorded cross-access easements.
18. A Master Signage Plan shall be provided in accordance with the Land Development Code at the time of site construction permitting to ensure cohesive and consistent signage design for non-residential components.
19. Signage must be posted to notify trucks that idling or overnight parking is not permitted on the site.
20. The developer/owner or their designee, which may include a property owners association (POA) must maintain common areas, common parking areas, and shared infrastructure within the project. If a POA is established, documents must be provided to the City at the time of site construction plan permitting.
21. A minimum of 2.92 acres of open space must be provided in accordance with the Land Development Code and Exhibit C. A minimum of 0.49 acres of usable open space must be provided.
22. Dumpsters, recycling facilities and service areas must be setback a minimum of 25 feet from the PUD boundary and screened via an opaque wall or fence or screened.
23. The following buffers must be provided on the site construction permit plans as shown on the MCP:
    a. The State Road 80 Overlay right-of-way buffer must be a minimum of 15-feet wide and contain six (6) large trees per 100 linear feet, a double hedgerow installed at 24 inches and maintained at a minimum of 36 inches and planted on a 2-foot-tall berm.
    b. A 10-foot-wide streetscape buffer along Huggetts Road.
    c. 5-foot Type A buffers must be installed along the northern and eastern property lines.
24. Bicycle parking spaces shall be provided within the development near pedestrian and bicycle connections.
25. Carwash or automobile service bays shall be located so that they do not face the SR 80 right of way.
26. Mini-Warehouses shall comply with supplemental regulations as outlined within the LDC.

27. The City is conducting a risk assessment and capital planning for adequate fire protection. The project may be subject in the future to duly adopted impact fees or capital assessments to address the project impact.
28. The PUD Master Concept Plan will remain valid for not more than five (5) years from the date of City Commission approval. Horizontal construction must commence within five (5) years or the MCP will be deemed vacated. A new PUD zoning approval must be filed and approved by the City Commission if the MCP is vacated. A one (1) time extension of two (2) years may be submitted to the City prior to vacation of the MCP and approved administratively. Except for time extensions permitted by state statute, all other extensions require City Commission approval.

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

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

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

**PASSED AND ADOPTED** in open session this 11th day April, 2024.

THE CITY OF LABELLE, FLORIDA

By: _____
Daniel Akin, Vice-Mayor

Attest: _____
Jessi Zubaty, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

Vote: AYE NAY

| | | | |
|---|---|---|---|
| Mayor Wilkins | ___ Absent | ___ |
| Commissioner Vargas | ✓ | ___ |
| Commissioner Ratica | ✓ | ___ |
| Commissioner Akin | ___ Abstained | ___ |
| Commissioner Spratt | ✓ | ___ |

**EXHIBIT A**
**LEGAL DESCRIPTION**

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

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

## EXHIBIT B
## SCHEDULE OF USES

Commercial Tracts

- Accessory Uses and Structures
- Automobile service station
- Automotive repair, limited to tire stores and oil change establishments. No overnight repairs. Businesses are prohibited from storing cars outdoors overnight.
- Car Washes, Detailing
- Convenience Stores with a maximum of 20 gas pumps
- Financial Institutions
- Food and Beverage Sales / Establishments (Restaurants, fast food, food trucks, and brewery)
- Laundry – self service
- Maintenance and Repair Services
- Offices
- Outdoor Sales Area
- Personal Services (All Uses)
- Retail Sales / Rental Establishments
- Mini-Warehouse / Self Storage

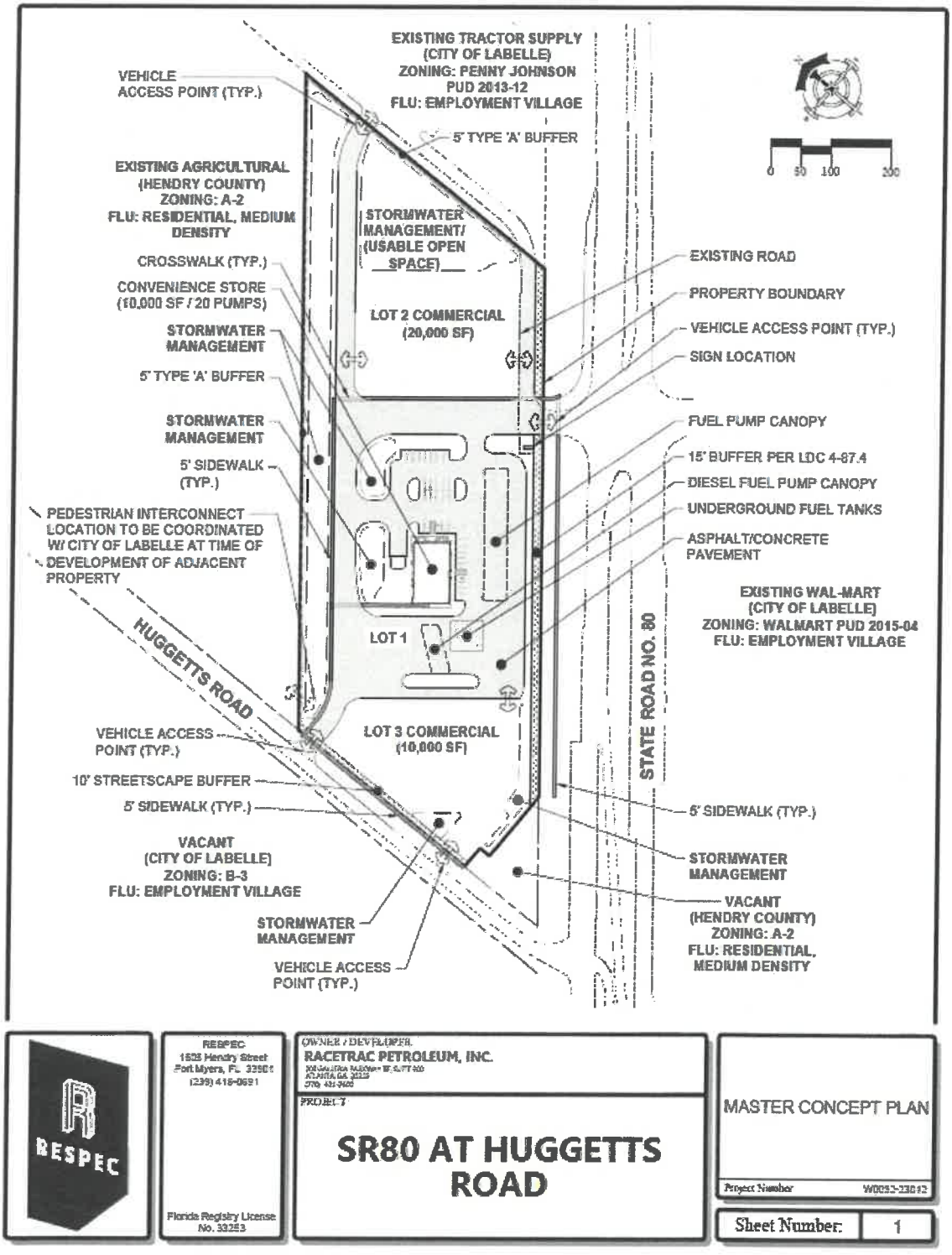
## EXHIBIT C

## SITE DEVELOPMENT REGULATIONS

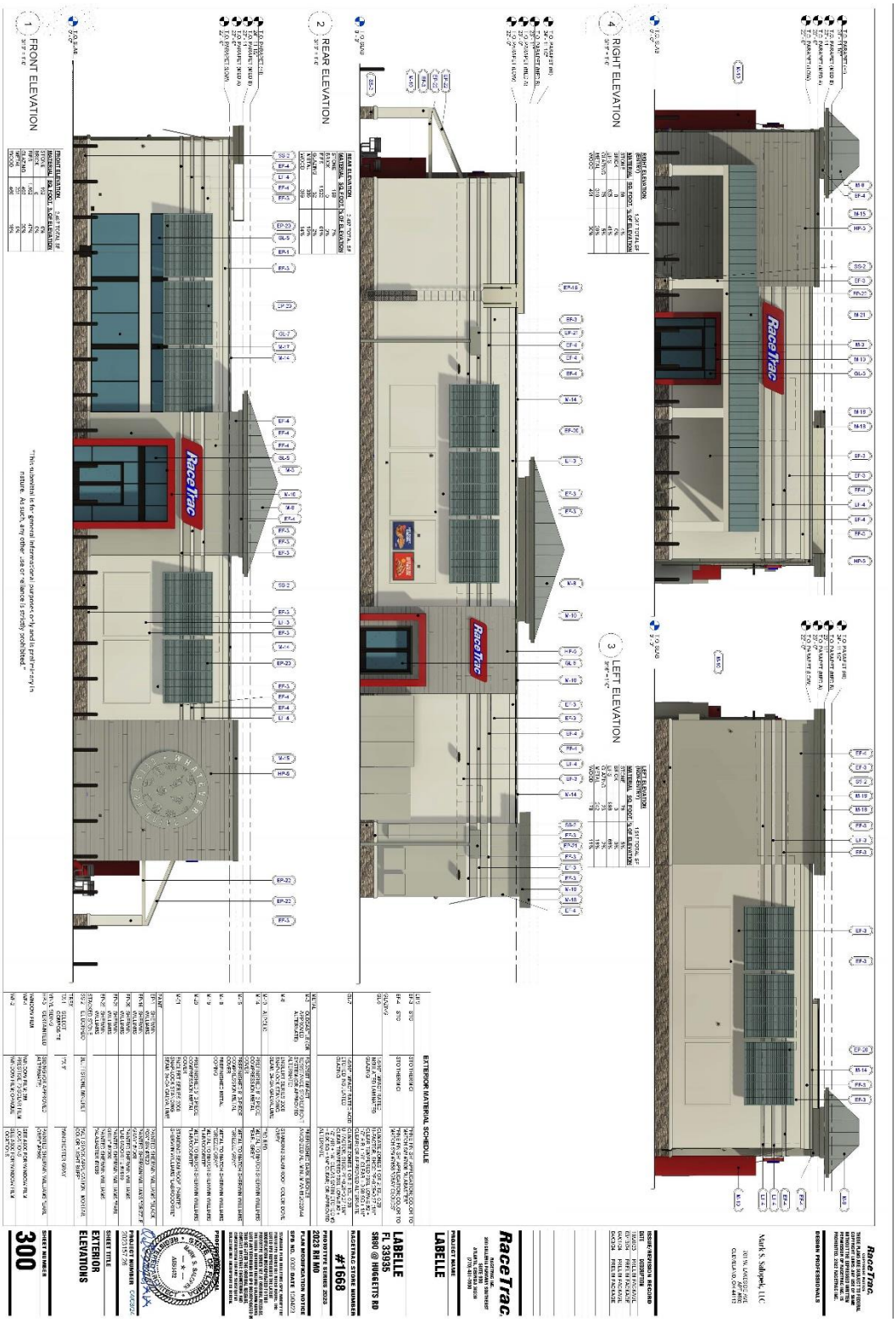
### Development Regulations Table

| | |
|---|---|
| **Minimum Lot Area** | **10,000SF** |
| **Lot 1 – Convenience Store** | **10,000SF** |
| **Lot 2 - Commercial** | **20,000SF** |
| **Lot 3 - Commercial** | **10,000SF** |
| **Total** | **40,000SF** |
| | |
| **Buildable Area** | **40%** |
| **Minimum Lot Width** | **100'** |
| **Minimum Yards** | |
| **Front Yard** | **20 FT** |
| **Side Yard (Interior)** | **5 FT** |
| **Side Yard (Street Side)** | **20 FT** |
| **Rear Yard** | **15 FT** |
| **Right of Way** | **20 FT** |
| **Max. Building Height** | **40FT** |
| **Minimum Open Space** | **30%** |

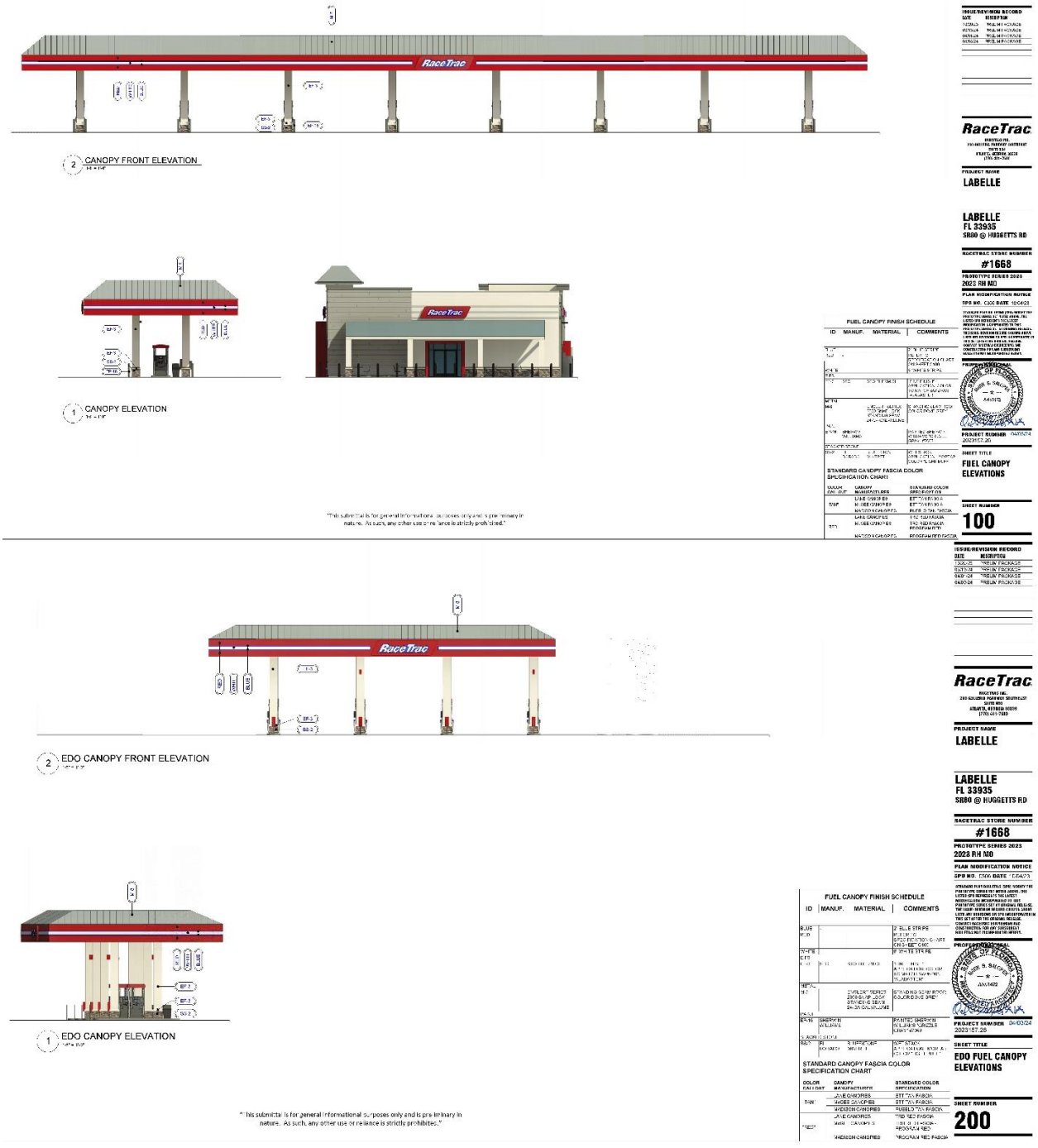
# EXHIBIT D
# MASTER CONCEPT PLAN



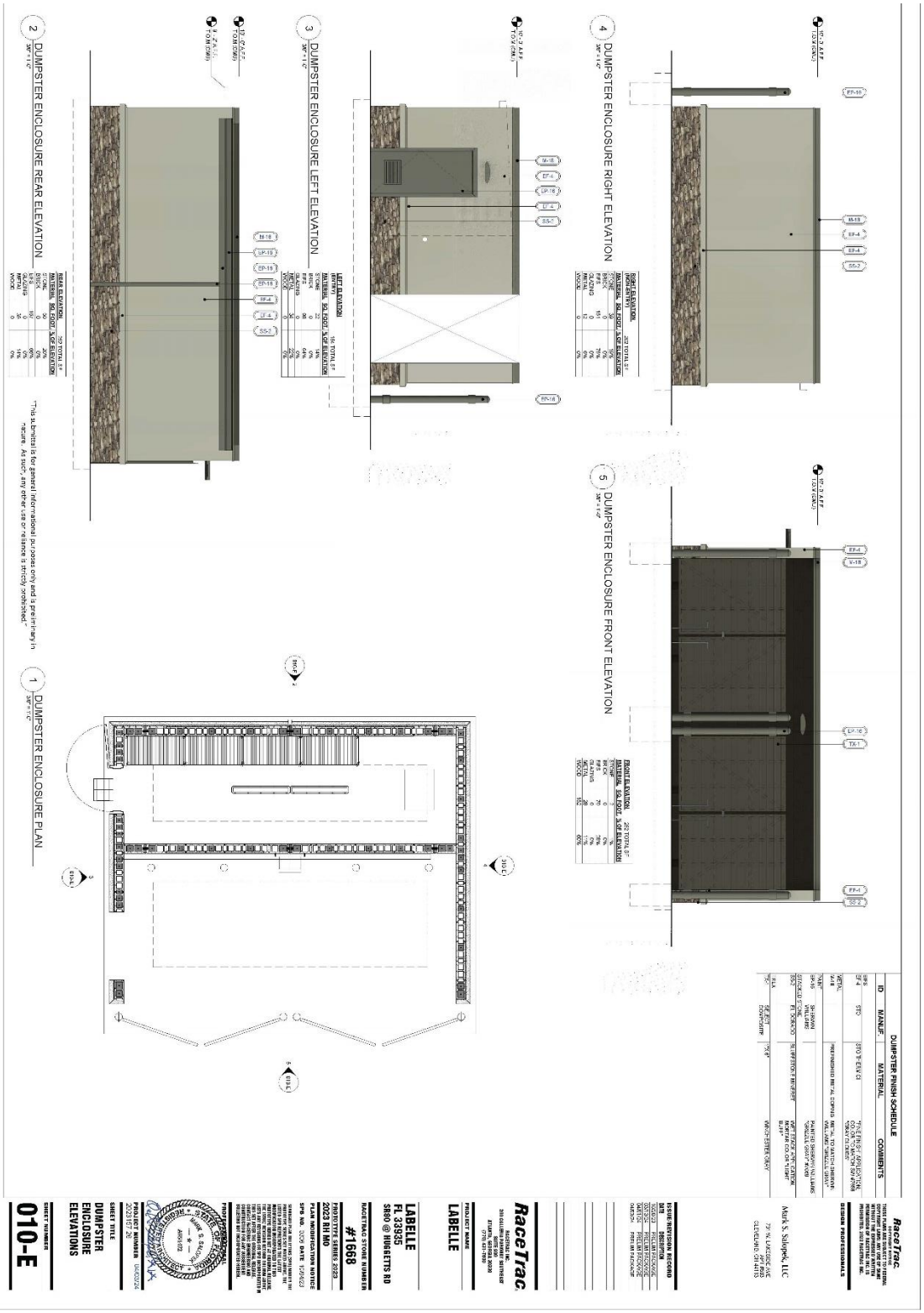
276
277 **EXHIBIT E**
278 **RACETRAC BUILDING ELEVATIONS**



# EXHIBIT E
# RACETRAC BUILDING ELEVATIONS (CONTINUED)



# EXHIBIT E
# RACETRAC BUILDING ELEVATIONS (CONTINUED)



600 N Westshore Boulevard
Tampa, FL 33609
o. 813.812.4100

January 20, 2026

City of Labelle
80 Euclid Place
Labelle, FL 33935

**RE: Special Exception**
**Mavis – Labelle**
**City of Labelle, FL**

To whom it may concern,

Bohler respectfully submits this request for approval of a Special Exception for the property located at the northeast corner of State Road 80 (SR 80) and Huggetts Road within the City of LaBelle. The subject property is located within the SR 80 Overlay District, which requires automotive-oriented uses, including tire service centers, to obtain approval through the Special Exception process.

The proposed tire service center is compatible with the surrounding development pattern and land use context. The site is located immediately adjacent to an existing RaceTrac gas station, a similar automotive-oriented commercial use, and is situated along SR 80, a designated commercial corridor. The corridor is characterized by established retail and service uses, including the Walmart Supercenter located directly across SR 80, as well as additional commercial development along the roadway. As such, the proposed use is consistent with the existing and planned character of the area.

The proposed development has been designed to comply with the Land Development Code review criteria set forth in Section 3-21 and consists of a 6,979-square-foot tire service center with eight (8) service bays. The site will be developed as an outparcel within the approved RaceTrac Huggetts Road master development, with utility connections and stormwater infrastructure stubs provided through the master development.

The project includes twenty-eight (28) off-street parking spaces, including two (2) ADA-compliant parking stalls. Vehicular circulation is accommodated through a full internal circulation drive with shared cross-access to the master development to the east, as well as a separate access drive along Huggetts Road to the west. This design supports access management objectives and minimizes potential traffic impacts.

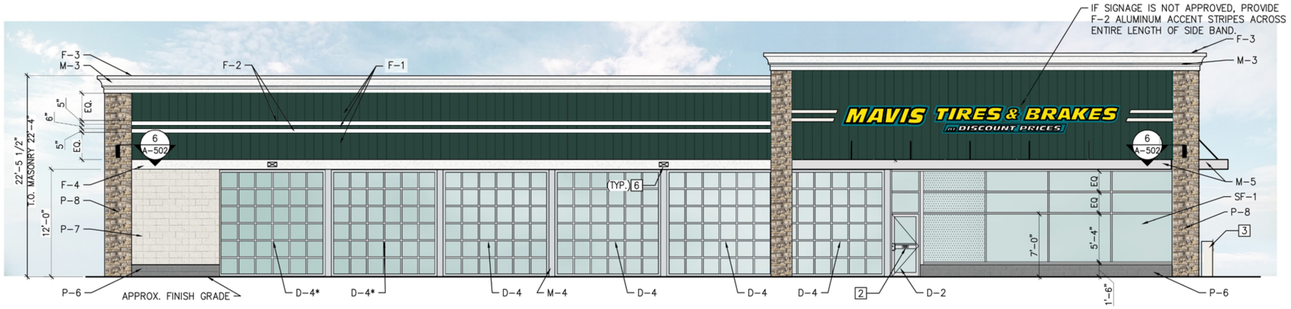
Service and refuse functions are located at the rear of the site, with the dumpster fully screened in accordance with the City of LaBelle Land Development Code. Due to the placement of the master development's dry retention ponds along SR 80 and Huggetts Road, the proposed building is set back approximately ninety feet (90') from SR 80 and sixty-five feet (65') from Huggetts Road. These enhanced setbacks provide ample space for landscaping, buffering, and pedestrian circulation, while also ensuring that site lighting, including light poles, will not create nuisance impacts to adjacent properties or the public right-of-way.

Should you have any questions or require additional information, please do not hesitate to contact our office. We appreciate your time and consideration of this request.

Sincerely,

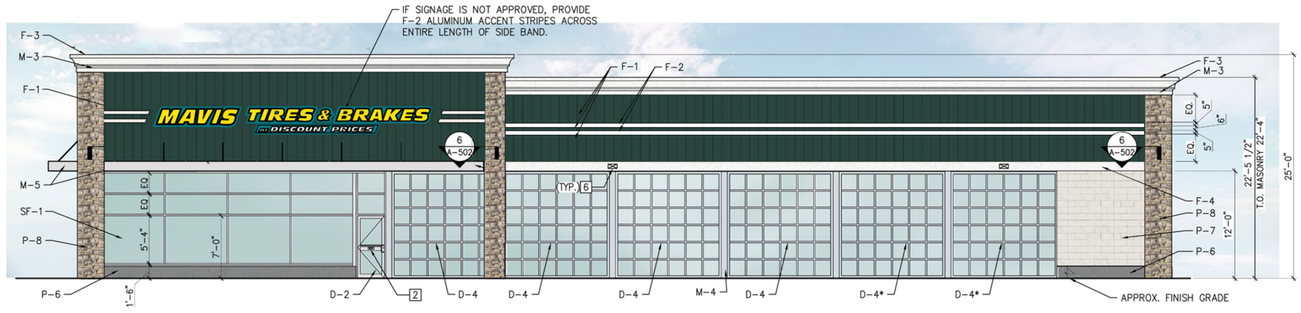
**BOHLER ENGINEERING**

Kayla Dedrick, P.E.
Bohler Engineering FL, LLC
600 North Westshore Blvd., Suite 950
Tampa, FL 33609



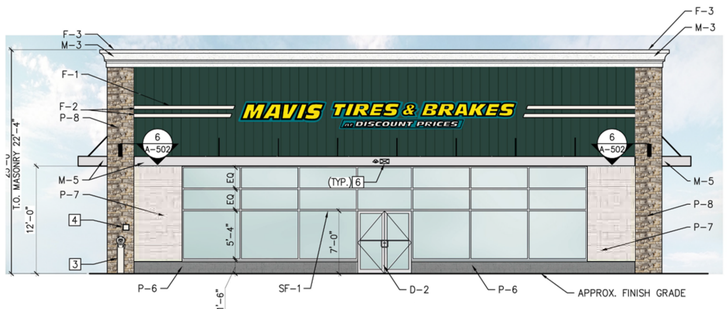

1 A-200 LEFT ELEVATION

SCALE: 1/8" = 1'-0"



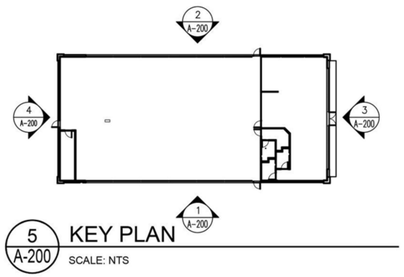

2 A-200 RIGHT ELEVATION

SCALE: 1/8" = 1'-0"



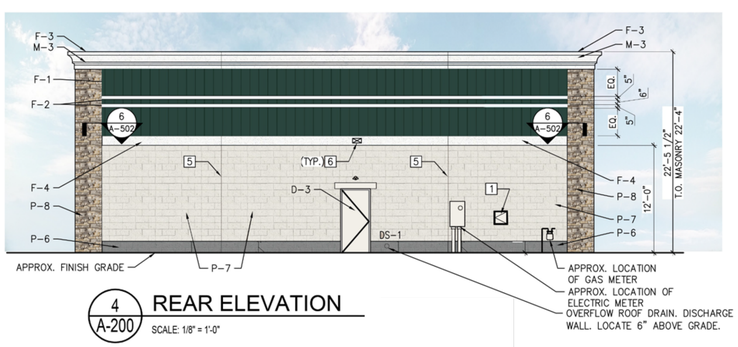

3 A-200 FRONT ELEVATION

SCALE: 1/8" = 1'-0"




5 A-200 KEY PLAN

SCALE: NTS




4 A-200 REAR ELEVATION

SCALE: 1/8" = 1'-0"

## 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<br>SHEEN: SEMI-GLOSS | FINISH PER MFR RECOMMENDATIONS.<br>PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04<br>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<br>COLOR: CLEAR SATIN ANODIZED ALUMINUM | INSTALL PER MFR RECOMMENDATIONS. RE: SPECS FOR ADDITIONAL INFO.<br>*DOORS AT RACKING SHALL BE FIXED AND SECURE<br>CONTACT DH PACE: ADAM POSLOSKY, ADAM.POSLOSKY@DHPACE.COM, 816-480-2361 |
| MISC. ITEMS | F-1 | VERTICAL METAL FASCIA | ATAS | COLOR: BM#2041-10 HUNTER GREEN | INSTALL PER MFR RECOMMENDATIONS. |
| | F-2 | ALUMINUM ACCENT STRIPE | ATAS | 0.032" ALUMINUM<br>COLOR: #26 BONE WHITE | INSTALL PER MFR RECOMMENDATIONS. |
| | F-3 | METAL ROOF COPING | ROOF MFR | MATCH ROOF SYSTEM<br>COLOR: MATCH WALL BELOW | INSTALL PER MFR RECOMMENDATIONS. |
| | F-4 | EIFS BAND | DRYVIT OR APPROVED EQUAL | COLOR: #101 SUPER WHITE | INSTALL PER MFR RECOMMENDATIONS. |
| | M-3 | EIFS CORNICE | DRYVIT OR APPROVED EQUAL | COLOR: #101 SUPER WHITE | INSTALL PER MFR RECOMMENDATIONS. |
| | M-4 | PAINT FOR STEEL LINTELS & COLUMNS | BENJAMIN MOORE | COLOR: OC-129 ALABASTER WHITE<br>SHEEN: LOW LUSTRE | FINISH PER MFR RECOMMENDATIONS.<br>PRIMER: (1) COAT- BM SUPER SPEC HP ACRYLIC PRIMER #HP04<br>FINISH COAT: (2) COATS- BM SUPER SPEC HP D.T.M. ACRYLIC LOW LUSTRE #HP25 |
| | M-5 | SUPER LUMIDECK FLAT SOFFIT | MAPES ARCHITECTURAL CANOPIES | STYLE / COLOR: ANODIZED ALUMINUM | INSTALL PER MFR RECOMMENDATIONS. |
| WALL FINISHES | P-6 | PAINTED SPLIT FACE BLOCK | BENJAMIN MOORE | COLOR: HC-164 PURITAN GRAY<br>SHEEN: LOW LUSTRE | FINISH PER MFR RECOMMENDATIONS.<br>PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571<br>FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360 |
| | P-7 | PAINTED SPLIT FACE BLOCK | BENJAMIN MOORE | COLOR: OC-129 ALABASTER WHITE<br>SHEEN: LOW LUSTRE | FINISH PER MFR RECOMMENDATIONS.<br>PRIMER: (1) COAT-BM ULTRA SPEC MASONRY HI-BUILD BLOCK FILLER 571<br>FINISH COAT: (2) COATS- BM ULTRA SPEC ELASTOMERIC LOW LUSTRE 360 |
| | SF-1 | ALUMINUM STOREFRONT SYSTEM CENTER PLANE GLAZING | KAWNEER | COLOR: CLEAR ANODIZED ALUMINUM | INSTALL PER MFR RECOMMENDATIONS. INSTALL WITH 1" LOW-E INSULATED GLAZING.<br>MAX U-FACTOR: U-0.28<br>MAX SHGC: 0.40 |
| | SF-2 | ALUMINUM STOREFRONT SYSTEM CENTER PLANE GLAZING | KAWNEER | COLOR: CLEAR ANODIZED ALUMINUM<br>GLAZING: SPANDREL GLASS OPACI-COAT-300, WARM GRAY | INSTALL PER MFR RECOMMENDATIONS. |

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

1. 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)
2. PROVIDE KEY DROP SLOT IN GARAGE ENTRY DOOR. FINAL INSTALLATION LOCATION TO BE DIRECTED BY MAVIS.
3. FREESTANDING AIR INFLATOR- LOCATION TO BE SITE SPECIFIC. (RE: RESPONSIBILITY SCHEDULE FOR ADDITIONAL INFO.)
4. 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.
5. EXPANSION JOINT MATERIAL COLOR TO MATCH ADJACENT FINISH COLOR.
6. EXTERIOR WALL PACK LIGHT. RE: ELECTRICAL DRAWINGS.
7. PORTION OF STOREFRONT SYSTEM TO INCLUDE SPANDREL GLAZING

BASED ON 8-BAY DOUBLE SIDED PROTOTYPE DATED OCT 25 2024

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

CLIENT

COMMENTS

DATE

MARK

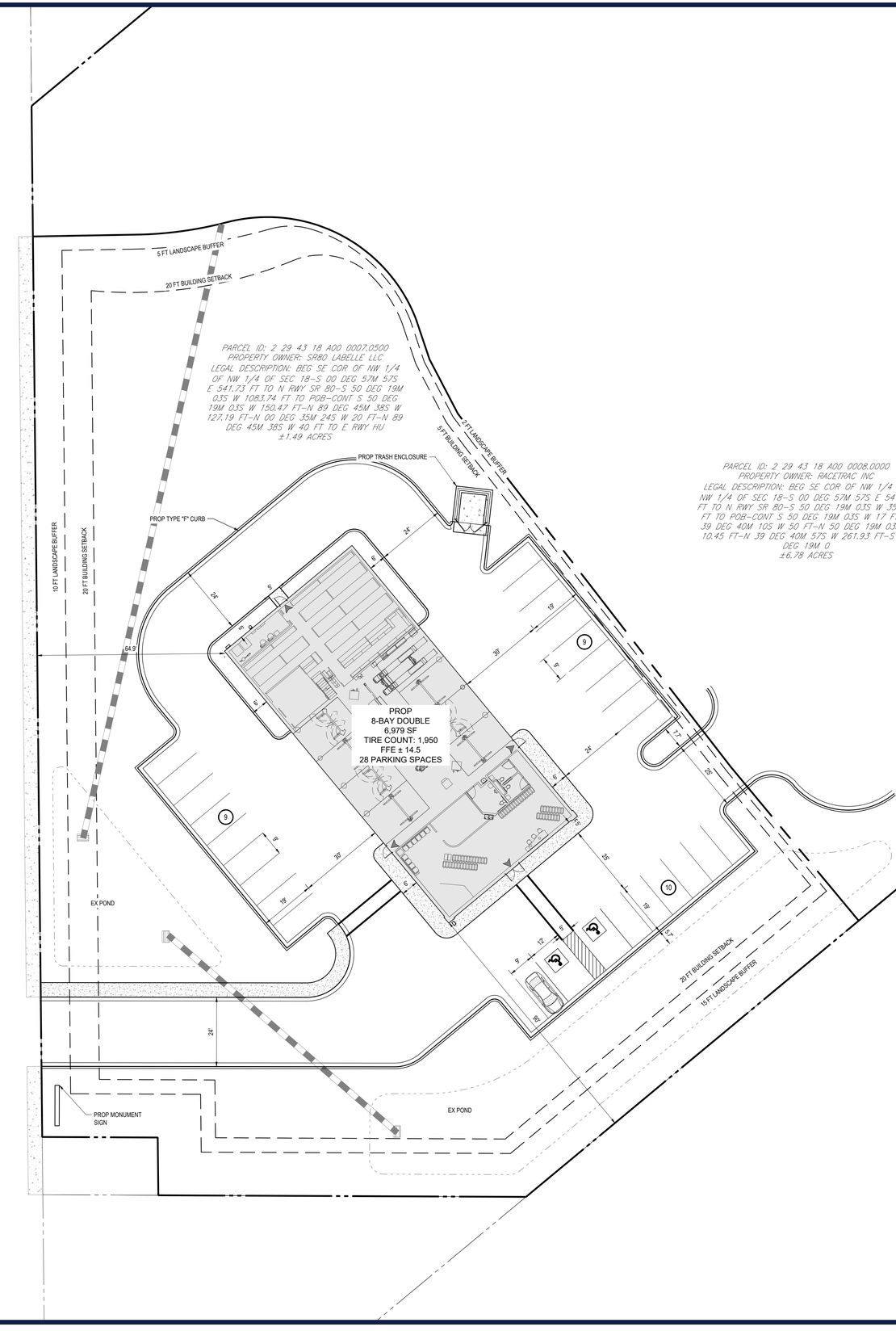
MAVIS TIRES & BRAKES #2357 LaBelle, FL
STREET ADDRESS, CITY, STATE XXXXX

**EXTERIOR ELEVATIONS**

Project No.:

Sheet No.:

**A-200c**



20 10 5 0 20
SCALE: 1" = 20'

## LEGAL DESCRIPTION:

BEG SE COR OF NW 1/4 OF NW 1/4 OF SEC 18-S 00 DEG 57M 57S E 541.73 FT TO N RWY SR 80-S 50 DEG 19M 03S W 1083.74 FT TO POB-CONT S 50 DEG 19M 03S W 150.47 FT-N 89 DEG 45M 38S W 127.19 FT-N 00 DEG 35M 24S W 20 FT-N 89 DEG 45M 38S W 40 FT TO E RWY HU

## SITE DATA TABLE

| | |
|---|---|
| PARCEL SIZE FROM GIS | ± 1.52 AC |
| ZONING (CITY OF LABELLE) | PUD - PLANNED UNIT DEVELOPMENT |
| MINIMUM ALLOWED PARKING (CITY OF LABELLE) | 1 PER 300 GFA = 24 SPACES |
| PROPOSED SPACES | 28 SPACES |
| FRONT BUILDING SETBACK | 20 FT |
| REAR BUILDING SETBACK | 20 FT |
| STREET SIDE / INTERIOR SIDE BUILDING SETBACK | 20 FT / 5 FT |
| FRONT LANDSCAPE BUFFER | 15 FT |
| STREET SIDE / INTERIOR SIDE LANDSCAPE BUFFER | 10 FT / 2 FT |
| REAR LANDSCAPE BUFFER | 5 FT |

BOHLER™
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES
THE BOHLER CIVIL DESIGN AND CONTENT OF THESE PLANS ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM BOHLER. ONLY APPROVED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES
© BOHLER, INC.

### REVISIONS

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
|---|---|---|---|
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**FOR CONCEPT PURPOSES ONLY**

THIS DRAWING IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

| | |
|---|---|
| PROJECT No.: | FLA240187.00-1A |
| DRAWN BY: | ~AH~ |
| CHECKED BY: | ~ KD ~ |
| DATE: | 1/19/2026 |
| CAD I.D.: | P-CPTC-SITE |

PROJECT:

**PROPOSED SITE PLAN DOCUMENTS**

FOR

MAVIS TIRES, DRAKES

**PROPOSED DEVELOPMENT**

**1599 HUGGETS RD**
**LABELLE, FL 33935**
**CITY OF LABELLE**

BOHLER™
600 N. WESTSHORE BLVD. SUITE 950
TAMPA, FLORIDA 33609
Phone: (813) 812-4100
Fax: (813) 812-4101
FLORIDA BUSINESS CERT. OF AUTH. No. 30780

SHEET TITLE:

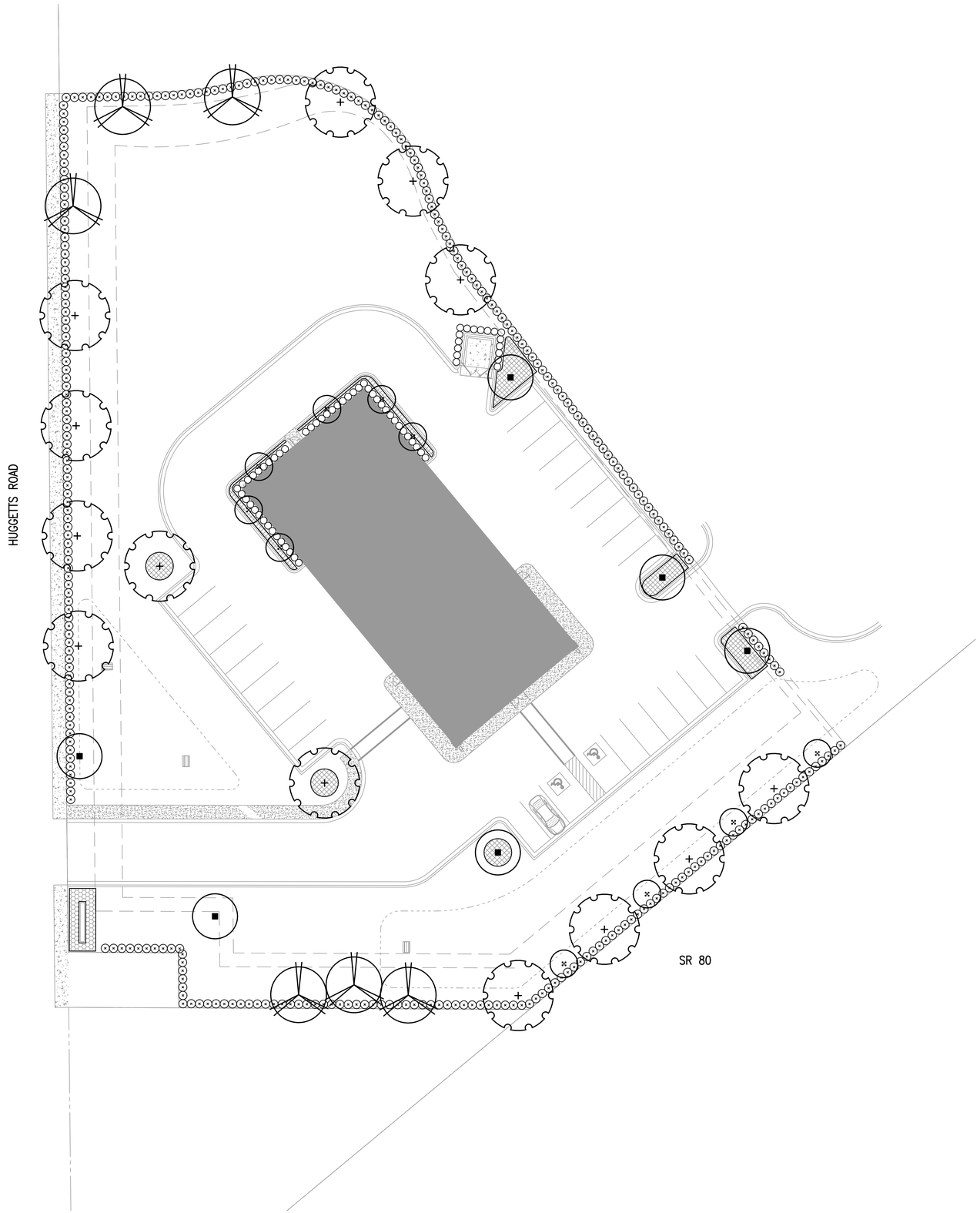
**SITE PLAN**

SHEET NUMBER:

**C-001**

ORG. DATE - 1/19/2026

Jan 19, 2026
H:\2024\FLA240187.00\CAD\DRAWINGS\CONCEPTS\CONCEPT PLAN C^P~CPTC-SITE-FLA240187.00-1A~~~~3-LAYOUT C-001 CNPT




## Plant List – Mavis LaBelle

| CNT | SYM | BOTANICAL | COMMON | SPECIFICATIONS |
|---|---|---|---|---|
| Trees | | | | |
| 10 | LI | Lagerstroemia indica | Crape Myrtle | 8' ht., 3' spr., 2" cal., std. |
| 6 | MGD | Magnolia grandiflora | DD Blanchard Magnolia | 12' ht., 4' spr., 3" cal. |
| 6 | UA | Ulmus americana | American Elm | 12' ht., 4' spr., 3" cal. |
| 13 | QV | Quercus virginiana | Live Oak | 12' ht., 4' spr., 3" cal. |
| Shrubs & Groundcover | | | | |
| 307 | VS | Viburnum suspensum | Sandankwa Viburnum | 36" ht. x 24" spr., 36" o.c. |
| 67 | PM | Podocarpus macrophyllus | Podocarpus | 36" ht. x 18" spr., 30" o.c. |
| 45 | LNG | Lantana 'New Gold' | Yellow Lantana | 1 gal., 24" o.c. |
| 215 | LMV | Liriope muscari | Variegated Liriope | 1 gal., 24" o.c. |
| Sod & Mulch | | | | |
| | MULCH | | Mini Pine Bark | 3" Depth |
| | SOD | Paspalum notatum | Bahia Sod | solid sod, weed free, count by contractor |

**NOTES:**

1) Irrigation system to be a permanent system.

2) The irrigation plan shall be designed and installed to conform to this Code.

3) All plant material shall be FL. Grade #1 and "Florida Friendly".

PLANT SYMBOLS

- CRAPE MYRTLE
- MAGNOLIA
- ELM
- LIVE OAK
- VIBURNUM
- PODOCARPUS
- LANTANA
- LIRIOPE

N

GRAPHIC SCALE

20' 0' 10' 20' 40'

1 inch = 20 ft.

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932

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LANDSCAPE Dynamics
LANDSCAPE ARCHITECTS AND PLANNERS, LLC

P.O. BOX 2852 - Winter Park, Florida 32790-2852 - Phone 407-579-1811 - Email randy@landscapedynamics.com

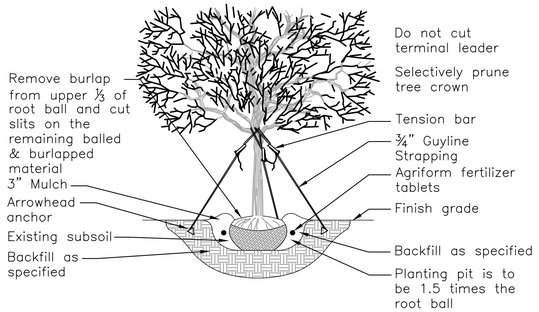
# Landscape Plan

Mavis LaBelle
LaBelle, Florida

REVISIONS
1) 1/29/26 Base
2)
3)
4)
5)
6)
7)
8)

DATE: 12-16-25
JOB # 2025-047
PERMIT #
DRAWN BY: BRB
FILE NAME: LANDSCAPE
SCALE: 1 : 20

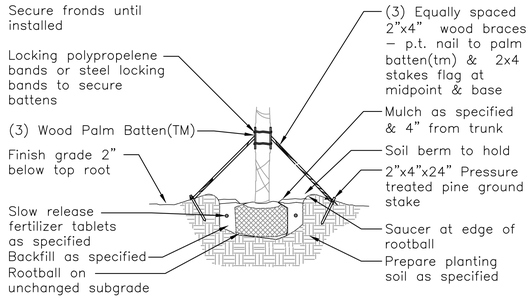
L100




PRO20:
For up to 2" Caliper Trees
(3) ARBORGUY™ Guylines 3/4" x 12' = 600 lb test Black or Green, UV resistant, polypropylene strapping
(3) "Tool–Free" Tension Bars™
(3) Arrowhead *Anchors (4" x 3–3/4")

PRO40:
For up to 4" Caliper Trees
(3) ARBORGUY™ Guylines 1"x12'= 600 lb test, Black or Green, UV resistant polypropylene strapping
(3) "Tool–Free" Tension Bars™
(3) Arrowhead Anchors (4–3/4"x3–3/4")

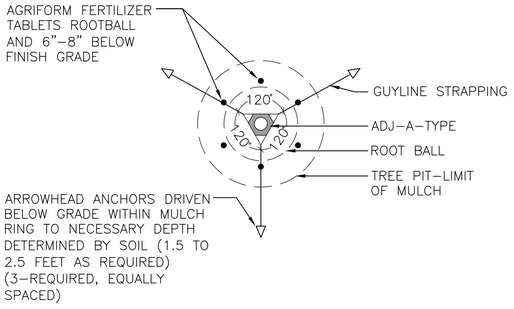
1 / L200 ARBORGUY PRO20/PRO40 STAKING AND PLANTING DETAIL
SCALE= N.T.S.



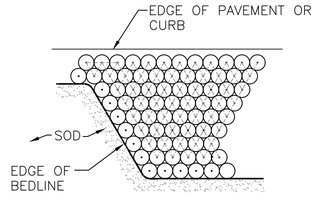

PBKM(Metal Bands)
(3) 1 1/2"x3 1/2"x12" (2x4 wood) battens with 5 layers of burlap backing and (4) staple guides for banding, pre–notched (to accept 2"x4"x8' support braces)
(2) 44" plated carbon steel bands with tensioning and locking screw / clamp

PBKC (Polypropelene Bands)
(3) 1 1/2"x3 1/2"x12" (2x4 wood) battens with 5 layers of burlap backing and (4) staple guides for banding, pre–notched (to accept 2"x4"x8' support braces)
(2) 8'x1", 600 lb test webbing bands with metal spring locking clamps

2 / L200 ARBORGUY PALM BATTEN DETAIL
SCALE= N.T.S.

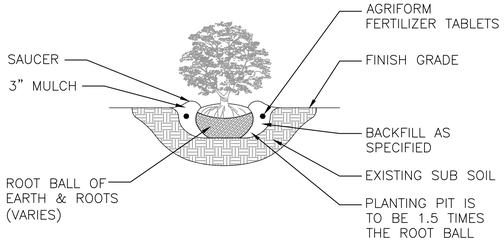



3 / L200 TREE STAKING DETAIL
SCALE= N.T.S.

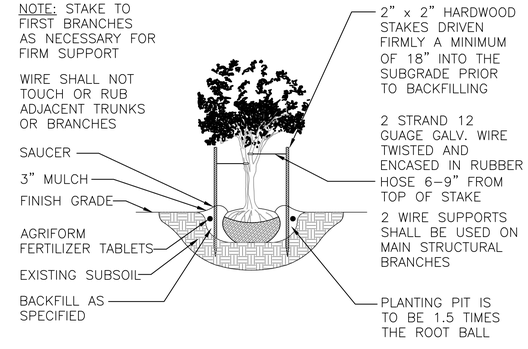



NOTE: FORM EDGE OF BED, THEN FILL IN BED AT TRIANGULAR SPACING AS SPECIFIED ON PLANT LIST.

4 / L200 TYPICAL SPACING DETAIL
SCALE= N.T.S.




5 / L200 TYPICAL SHRUB/GROUNDCOVER PLANTING DETAIL
SCALE= N.T.S.




6 / L200 MULTI–TRUNK STAKING DETAIL
SCALE= N.T.S.

## GENERAL LANDSCAPE NOTES:

**Failure to notify Landscape Architect of plan, detail, or specification discrepancies prior to construction, makes contractor responsible for all costs incurred for construction charges, not the owner or his representative (Landscape Dynamics) The Owner must maintain the height of all plants within the "Line–Of–Site" triangle area to a height of no greater than 24" above grade for shrubs and groundcover, and tree branching no lower than 72" above finish grade, to ensure clear site line views toward traffic at road and driveway intersections. Landscape Dynamics is not responsible for continued maintenance of such plant material. The owner, leasing company and/or the landscape maintenance company accepts full responsibility for these maintenance requirements.**

–Landscape contractor (LC) shall be responsible for all materials and work called for on the landscape plans and in the landscape notes and legend. Plant specifications are minimum acceptable sizes. Plans shall rule if there are any quantity discrepancies between the legend and plans. Final quantity takeoffs are the responsibility of the LC. Notify the Landscape Architect of any discrepancies.
–LC shall comply with all local codes and ordinances and obtain all permits and bonds necessary to construct the project.
–LC shall coordinate their work with other contractors to assure efficient and timely completion of the work.
–LC shall be responsible for supplying all materials, labor, and equipment for the performance of their portion of the work.
–LC to verify all existing grades, dimensions, adequate drainage, suitable planting soil and field conditions and notify owner of discrepancies before proceeding with work. Per FL Statutes, LC to call Sunshine State One (811) 72 hours prior to digging to have all utilities located.
–LC to protect existing utilities, structures, surfaces, and vegetation noted to be saved and be responsible for repair/replacement.
–Protect trees to be saved per detail. Vehicle parking, material storage, or soil removal/addition is not permitted within driplines.
–Round–Up shall be applied twice at ten day intervals onto all existing vegetation, sod, and groundcover areas that are to be replanted. Extreme care shall be taken to prevent overspray and/or drift onto existing plant material to be saved. Mfr's recommendations shall be followed. Remaining weeds and their roots shall be removed by hand prior to installation of plants. Resprouting weeds and plants are the responsibility of the LC through the one year warranty period.
–All plant materials shall be graded Florida No. 1 or better as outlined under current Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted. All plants not listed shall conform to a Florida No. 1 or better as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species. LC to obtain written certification from nurseries that plant materials are Florida No. 1 or better. Trees up to 4" caliper measured at 6" above soil line and over 4" caliper at 12" above soil line unless otherwise noted. All specifications to be met or exceeded unless otherwise noted. All rootballs and containers to be free of weeds and their roots.
–Planting soil of Fla. peat mixed 1/2 with clean topsoil for the backfilling of plant pits and beds shall be required only if existing soil is unsuitable for planting and/or contains lime rock or construction debris (to be removed).
–Trees and palms shall be installed so their top main root at the trunk is visible and 2" above finished grade. If root is buried, remove soil from the top of the rootball prior to installation. Do not apply the 1 ½" of mulch to the top of the rootball until after inspection of each tree or palm.
–Landscape Architect is not responsible for adverse soil or drainage conditions, determining sub–surface soil conditions, underground objects/utilities or the accuracy of property lines or information portrayed on surveys or on documents or plans provided by others. Owner or their agent is solely responsible for future maintenance of all plantings to maintain safe visibility within all visibility sight triangles and vehicular use and pedestrian areas within and immediately adjacent to the site.
–Finished grade prior to mulching or sodding to be 3" below top of adjacent surfaces such as walks, curbs and driveways extending perpendicularly from the surface edge for a minimum distance of 18". See detail.
–All palms, trees, shrubs, and groundcovers shall be fertilized with Agriform 20–10–5 or SierraTabs 16–8–12 planting tablets. One tablet/ 1 gal, 2 tablets/ 3 gal, 3 tablets/ 5 or 7 gal, 4 tablets/ 10 gal and one tablet/ each 1/2" of tree trunk diameter. Application shall be as per the details and mfr's recommendation.
–All planting beds (except for annuals) and trees to receive med. pine bark mulch. Due to environmental concerns, cypress mulch shall NOT be used. All tree rootballs (which require 4 foot wide mulch rings in turf areas) shall be mulched to a maximum 1 ½" depth (to aid water penetration) following inspection. All other planting beds to receive a 3" depth. Mulch shall not touch trunks or stems or be applied within the crowns of groundcovers or over their branches or foliage. Mulch is to be applied by hand and shall not be "blown in".
–LC to maintain all plant material in a plumb, upright and stable condition. All trees/palms to be guyed/staked as per details.
–LC to remove all bags (unless biodegradable), tags, ties, wires, ropes, stakes and nursery attachments from all plant material.
–LC shall be responsible to keep plant material in a healthy, hand watered, insect/pest free condition until owner's final acceptance.
–LC to provide a one–year warranty for trees/palms, shrubs, groundcovers, and vines and thirty days for sod. Warranty period shall start with final acceptance by owner. All plant material shall be alive and in satisfactory growth at the end of the warranty period. Replacement plant material shall be warranted for ninety days (sod for thirty days) from replacement date.
Warranty shall apply only to material that dies due to poor quality, improper handling, or installation practices. Generally, material transplanted on–site shall not be warranted. Adverse weather conditions shall not apply. Proper watering and maintenance are the owner's responsibility during the warranty period.
–Provide 100% coverage of all landscape areas using automatic underground irrigation system with rain sensor.

IF LESS THAN 24"X36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932
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Landscape Details and Specs.
Mavis LaBelle
LaBelle, Florida

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PERMIT #
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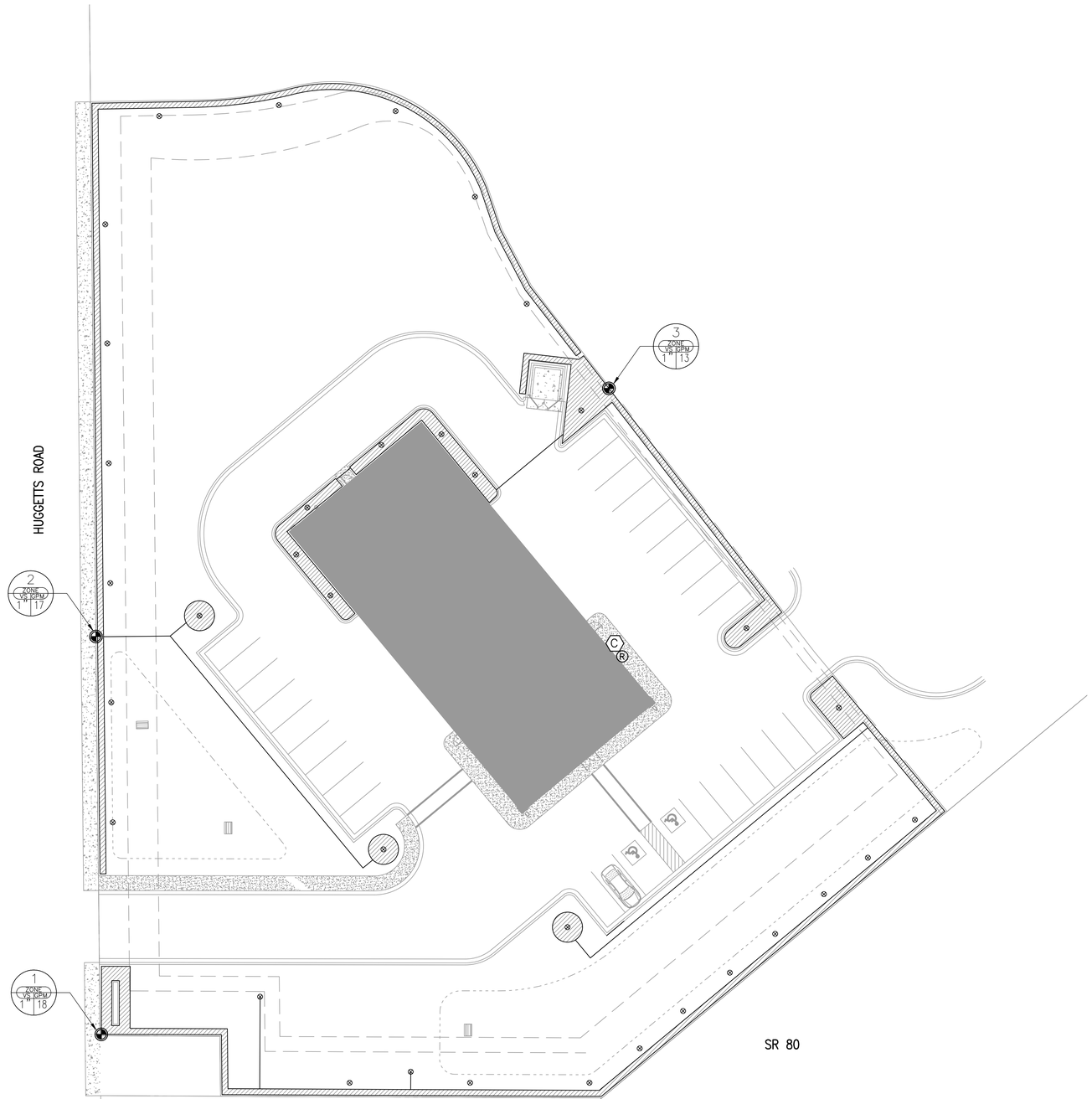
FILE NAME: LANDSCAPE
SCALE: N.T.S.

L200




## IRRIGATION SYMBOLS:

- RAINBIRD 1804–SAM–PRS (4" SPRAY) **(PURPLE)**
- RAINBIRD 1806–SAM–PRS (6" SPRAY) **(PURPLE)**
- RAINBIRD 1812–SAM–PRS (12" SPRAY) **(PURPLE)**
- RAINBIRD 1812–SAM–PRS (12" SPRAY ON RISER) **(PURPLE)**
- (2) XERI–BUBBLER ON 1/4" TUBING **(PURPLE)**
- (2) XERI–BUG EMITTER ON 1/4" TUBING **(PURPLE)** (2 PER SHRUB – NOT SHOWN)
- RAINBIRD 3500 SERIES (ROTOR) **(PURPLE)**
- RAINBIRD 5500 SERIES (ROTOR) **(PURPLE)**
- PEB SERIES ELECTRIC REMOTE–CONTROL VALVE **(PURPLE)**
- CONTROL ZONE KIT WITH PRESSURE REGULATING BACKFLUSH FILTER **(PURPLE)**
- RAINBIRD ESP–MC PLASTIC WALL–MOUNT (CONTROLLER) **(PURPLE)**
- RAINBIRD RSD–CEx ROOF CONDUIT (RAIN SENSOR) **(PURPLE)**
- BACKFLOW PREVENTER
- 1" WATER METER **(PURPLE)**
- CLASS 200 PVC LATERAL LINE **(PURPLE)**
- CLASS 200 PVC LATERAL ROTOR LINE **(PURPLE)**
- POLYETHYLENE TUBING BUBBLER LINE **(PURPLE)**
- LANDSCAPE DRIPLINE TUBING **(PURPLE)**
- LANDSCAPE DRIP AREA **(PURPLE)** (TUBING AND EMITTERS 12" O.C.)
- 1½" PVC LATERAL MAINLINE **(PURPLE)**

NOTE: (PIPE TO BE SIZED NOT TO EXCEED A VELOCITY OF 5 FPS / MAX. PSI LOSS IN ZONE LINES NOT TO EXCEED 10% OF OPERATING PSI) MINIMUM PIPE SIZE TO BE ¾"

- PVC SCH 40 SOLVENT WELD SLEEVE PIPE (SL) – SIZE TO BE DOUBLE THAT OF THE LATERAL LINE **(PURPLE)**
- POINT OF CONNECTION – PVC TO DRIP TUBING

VALVE DESIGNATION GUIDE

STATION NUMBER
VALVE SIZE
GALLONS PER MINUTE (GPM)

SPRAY PATTERN LEGEND

F, Q, TQ, ES, H, CS, SF, T, SH, SQ

## GENERAL IRRIGATION NOTES:

1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.
2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
3) ALL POP–UP ROTORS AND SPRAYS SHALL BE INSTALLED USING A PVC SWING PIPE CONNECTION. DO NOT USE POLYETHLENE PIPE.
4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES & BLDG. WALLS. THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING. USE ADJUSTABLE NOZZLES WHERE REQUIRED TO AVOID ANY WATER ON BUILDING WINDOWS.
5) ALL CONTROL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING KING "ONE STEP" CONNECTORS AND SEALANT WITH WIRE NUTS.
6) THE CONTRACTOR SHALL PREPARE AN AS–BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON A WHITE BOND PAPER COPY OF THE IRRIGATION PLAN ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS–BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES. MEASUREMENTS SHALL BE MARKED ON THE PLAN EVEN WHEN THE EQUIPMENT IS INSTALLED IN THE EXACT LOCATION AS THE PLAN.
7) ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES. THE VALVE BOXES SHALL BE PURPLE WHEN USING REUSE WATER.
8) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR INSIDE A SCH. 40 SLEEVE.
9) THE EXACT HEIGHT OF ANY 12" POP–UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE IN THE FIELD.
10) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.
11) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP. (OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS)
12) ELECTRICAL SERVICE TO LOCATION OF THE CONTROLLER, WELL OR PUMP SHALL BE PROVIDED TO A JUNCTION BOX OR DISCONNECT AT THE EQUIPMENT LOCATION BY THE ELECTRICAL CONTRACTOR OR BY OWNER WHEN IT IS NOT PART OF THE BID PACKAGE.
13) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALE THE PLAN AND CHECK NOZZLE TYPES TO DETERMINE THE CORRECT SPACING OF THE HEADS. THE CONTRACTOR SHALL NOT SPACE THE HEADS FURTHER APART OR USE LESS HEADS THAN SHOWN ON THE PLAN. ANY CHANGES TO THE HEAD SPACING OR LAYOUT, WITHOUT THE CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER, SHALL HOLD THE IRRIGATION CONTRACTOR RESPONSIBLE FOR WARRANTY OF THE PLANTS AND OR SOD IN THESE AREAS.
14) IRRIGATION SYSTEM DESIGN REQUIREMENTS: 60 GPM @ A MINIMUM OF 60 PSI AT EACH POINT OF CONNECTION. THE IRRIGATION CONTRACTOR SHALL VERIFY THE AVAILABLE GPM AND PSI PRIOR TO INSTALLATION OF THE SYSTEM.
15) 48 HOURS BEFORE DIGGING, CALL 1–800–432–4770 (SUNSHINE STATE ONE CALL CENTER)

N

GRAPHIC SCALE
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# Irrigation Plan

Mavis LaBelle
LaBelle, Florida

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1) 1/19/26 Base
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3)
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6)
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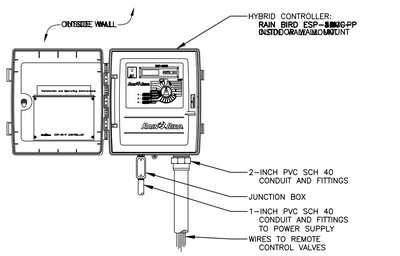
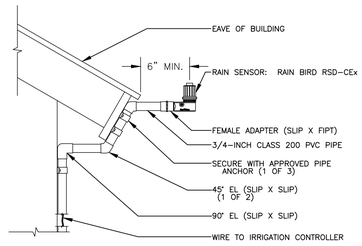
JOB # 2025-047
PERMIT #
DRAWN BY: BRB
FILE NAME: IRRIGATION
SCALE: 1: 20

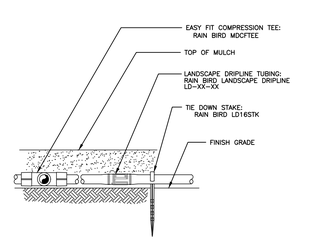
IR100



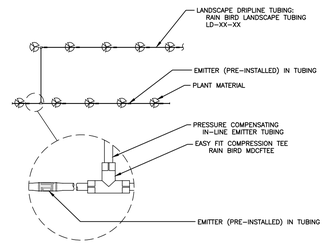

1 FOUR PROGRAM HYBRID CONTROLLER ESP-MC PLASTIC WALL-MOUNT N.T.S.



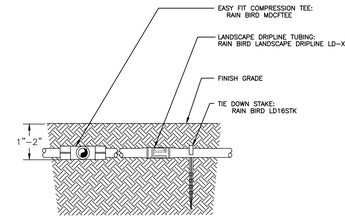

2 RAIN SENSOR RSD-CEx ROOF CONDUIT N.T.S.




3 LANDSCAPE DRIPLINE ON GRADE **NON**–POTABLE SYSTEM N.T.S.

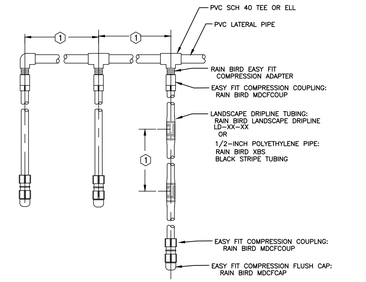



4 LANDSCAPE DRIPLINE CONNECTIONS **NON**– POTABLE SYSTEM N.T.S.



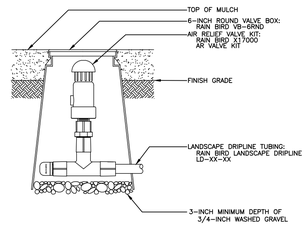

NOTE(S):
IF PUTTING LANDSCAPE DRIPLINE UNDER SOIL, DO NOT BURY MORE THAN 2" BELOW GRADE AND INCLUDE AIR RELIEF VALVE (SEE DRAWING–"AIR RELIEF VALVE KIT–AR VALVE KIT").

5 LANDSCAPE DRIPLINE 2" BELOW GRADE WITH EASY FIT TEE – POTABLE SYSTEM N.T.S.

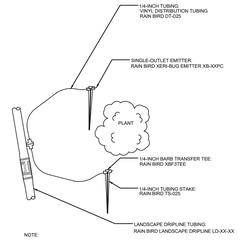



NOTES:
1 LATERAL AND EMITTER SPACING DEPENDS ON SOIL TYPE.

6 LANDSCAPE DRIPLINE LATERALS **NON**– POTABLE SYSTEM N.T.S.

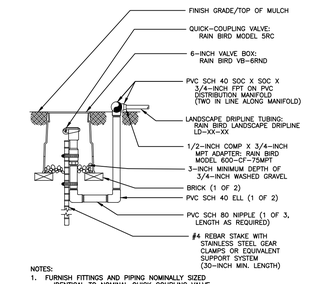



7 AIR RELIEF VALVE IN KIT N.T.S.



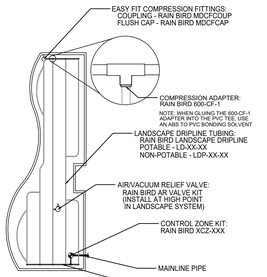

NOTE:
USE XERIMAN TOOL XM-TOOL TO INSERT CONNECTOR DIRECTLY INTO LANDSCAPE DRIPLINE.

8 LANDSCAPE DRIPLINE WITH SUPPLEMENTAL EMITTERS N.T.S.

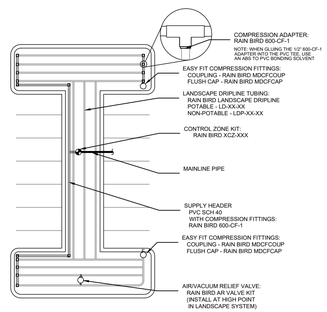



NOTES:
1. FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.
2. IF POLYETHYLENE IS USED FOR DISTRIBUTION MANIFOLD, SUBSTITUTE INSERT X INSERT X 3/4–INCH FPT INSERT TEE FOR SCH 40 TEE.

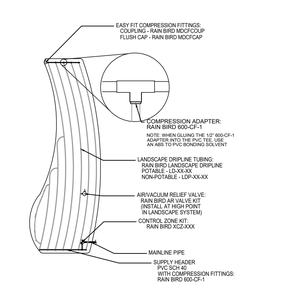
9 LANDSCAPE DRIPLINE FLUSH POINT **NON**–POTABLE SYSTEM N.T.S.



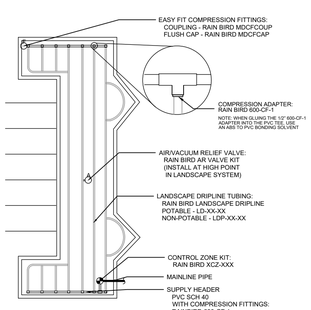

10 LANDSCAPE PLANTER – ODD SHAPED N.T.S.



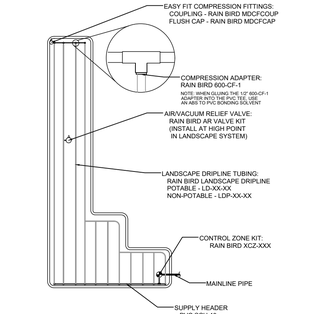

11 PARKING LOT – DOGBONE SHAPED N.T.S.



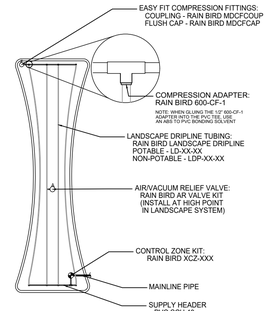

12 LANDSCAPE PLANTER – CURVED POLYGON SHAPED N.T.S.



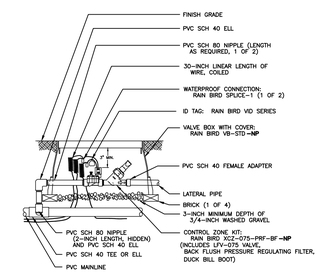

13 PARKING LOT – C SHAPED N.T.S.



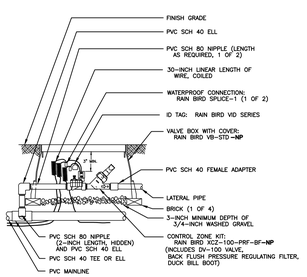

14 LANDSCAPE PLANTER – CORNER SHAPED N.T.S.



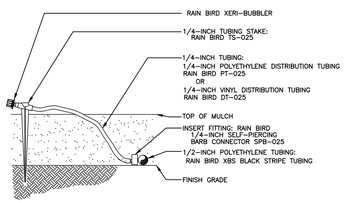

15 LANDSCAPE PLANTER – HOURGLASS SHAPED N.T.S.




16 ¾" CONTROL ZONE KIT WITH PRESSURE REGULATING BACKFLUSH FILTER XCZ–075–PRF–BF N.T.S.

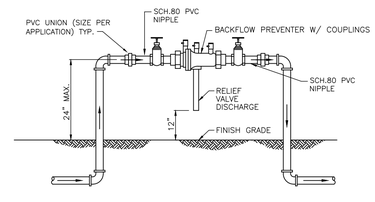



17 1" CONTROL ZONE KIT WITH PRESSURE REGULATING BACKFLUSH FILTER XCZ–100–PRF–BF N.T.S.




NOTE:
USE XERIMAN TOOL XM–TOOL TO INSERT CONNECTOR DIRECTLY INTO 1/2–INCH POLYETHYLENE TUBING.

18 XERI–BUBBLER ON ¼" TUBING N.T.S.




REDUCED PRESSURE ZONE BACKFLOW PREVENTER DETAIL 2" DIAMETER AND SMALLER

19 RPZ BACKFLOW PREVENTER DETAIL N.T.S.

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED. ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932
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48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770 or 811
IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES EXCAVATORS TO NOTIFY OWNERS OF UNDERGROUND FACILITIES BEFORE DIGGING (2) DAYS PRIOR TO EXCAVATION

**CONTRACTOR MUST REVIEW ALL GENERAL LANDSCAPE NOTES PRIOR TO BIDDING AND CONSTRUCTION**

Bohler Engineering FL, LLC
600 North Westshore Blvd., Suite 950
Tampa, FL 33609

LANDSCAPE ARCHITECTS AND PLANNERS, LLC
LANDSCAPE Dynamics

P.O. BOX 2852 - Winter Park, Florida 32790-2852 - Phone: 407-579-1811 - Email randy@landscapedynamics.com

# Irrigation Details

Mavis LaBelle
LaBelle, Florida

REVISIONS
1) 1/16/26 Base
2)
3)
4)
5)
6)
7)
8)

DATE: 12-16-25
JOB # 2025-047
PERMIT #
DRAWN BY: BRB
FILE NAME: IRRIGATION
SCALE: N.T.S.

IR200

## NOTES:

1. LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. SOURCE INFORMATION FROM PLANS AND MARKINGS HAS BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
2. THIS SURVEY WAS PERFORMED IN THE FIELD ON AUGUST 26, 2025 UTILIZING THE REFERENCE DOCUMENTS AS LISTED HEREON AND DEPICTS BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS. REVISIONS LISTED ON THIS SURVEY APPLY ONLY TO THE SPECIFIC CHANGES REFERENCED, AND DO NOT CONSTITUTE AN UPDATE OF OTHER DATA ON THIS SURVEY. THE "SURVEY DATE" SHOWN HEREON IS THE APPLICABLE DATE AS RELATED TO PROVISIONS OF STATUTES OF LIMITATION UNLESS NOTED OTHERWISE.
3. ELEVATIONS ARE BASED ON NAVD88 DATUM DETERMINED BY GPS OBSERVATIONS AND TIED IN TO THE NGS BENCHMARK NO. AD8284 WITH A PUBLISHED ELEVATION OF 11.13 FEET.
4. THE PROPERTY IS LOCATED IN OTHER FLOOD AREAS ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) PER MAP ENTITLED "FIRM FLOOD INSURANCE RATE MAP, HENDRY COUNTY, FLORIDA AND INCORPORATED AREAS, PANEL 180 OF 650", MAP NUMBER 12051C0180D, WITH A MAP EFFECTIVE DATE OF JULY 6, 2015. THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
5. NO ZONING REPORT PROVIDED TO SURVEYOR FOR REVIEW.
6. NO SURVEY OF SUBTERRANEAN STRUCTURES OR INTERIOR SPACES SUCH AS FOOTINGS, FOUNDATIONS, VAULTS OR BASEMENTS WAS PERFORMED AS PART OF THIS LAND SURVEY, AND THIS PLAN SHOULD NOT BE CONSTRUED AS CERTIFICATION TO THE EXISTENCE OR LOCATION OF THE SAME.
7. TREES 4 INCHES DIAMETER AT BREAST HEIGHT (DBH) AND LARGER WERE LOCATED WITHIN THE PROJECT BOUNDARY AT TIME OF SURVEY.
8. NO VISIBLE PARKING STRIPING LOCATED AT TIME OF FIELD SURVEY.
9. THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THE SURVEY. ENCROACHMENT IS A LEGAL CONDITION, NOT A MATTER OF SURVEY AND, AS A RESULT, THERE MAY BE OTHER POSSIBLE ENCROACHMENTS AFFECTING THE PROPERTY THAT ARE NOT SHOWN.
10. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO HUGGETTS ROAD AND STATE ROAD 80.
11. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULES 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
12. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 - 2011 ADJUSTMENT, HOLDING THE WEST LINE OF THE SUBJECT PROPERTY ALSO BEING PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, AS BEING NORTH 00°34'42" WEST.
13. ALL DISTANCES ARE MEASURED GROUND DISTANCES UNLESS NOTED OTHERWISE.
14. THE USE OF THE PROPERTY IS CURRENTLY VACANT.
15. THERE ARE NO GAPS/GORES OR OVERLAPS BETWEEN THE RIGHT-OF-WAY LINES HEREON REFERENCED AND THE SUBJECT PROPERTY.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
17. THIS MAP IS INTENDED TO BE DEPICTED AT A SCALE OF 1"=30' ON 24"X36" SHEETS. UNITS SHOWN ARE U.S. SURVEY FEET.
18. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATIONS.
19. © COPYRIGHT 2025 BY BOHLER, LLC.
REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BOHLER, LLC.

## TITLE NOTES:

THIS SURVEY IS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 110812078, WITH A COMMITMENT DATE OF JULY 3, 2025. CLIENT UNDERSTANDS AND AGREES THAT THE FIRM SHALL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS IN OR RESULTING FROM THE USE OF THE TITLE DOCUMENTS OR FROM ANY DEFICIENCIES OR ANY INACCURACIES CONTAINED IN SAID TITLE DOCUMENTS. OUR OFFICE HAS REVIEWED THE FOLLOWING SURVEY RELATED EXCEPTIONS IN SCHEDULE B, PART II:

(9) EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 32, PAGE 130; **AFFECTS THE SUBJECT PROPERTY, EASEMENT SHOWN.**

(10) EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 871, PAGE 827, AS AMENDED BY FIRST AMENDMENT TO EASEMENT AGREEMENT RECORDED IN BOOK 1079, PAGE 729; **DOES NOT AFFECT THE SUBJECT PROPERTY, EASEMENT AFFECTS THE LANDS TO THE NORTH AND EAST. UPDATED ACCESS EASEMENT AREA SHOWN.**

(11) RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 1525; **BENEFITS THE SUBJECT PROPERTY. AGREEMENT CONTAINS EASEMENTS THAT ARE GENERAL IN NATURE AND NOT PLOTTABLE. PERMANENT ACCESS EASEMENT AREA SHOWN.**

(12) DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 1077, PAGE 1516; **AFFECTS THE SUBJECT PROPERTY, DOCUMENT CONTAINS USE RESTRICTIONS.**

## TITLE 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 1/4 OF THE NORTHWEST 1/4 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 SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 644, PAGE 1860 OF THE PUBLIC RECORDS OF HENDRY COUNTY, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°14'10" EAST, 1011.97 FEET, TO THE SOUTHWESTERLY CORNER OF PARKWOOD ESTATES, RECORDED IN PLAT BOOK 3, PAGE 23 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE CONTINUE SOUTH 01°14'10" EAST, 541.29 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SR 80; THENCE SOUTH 49°52'18" WEST, 1449.38 FEET, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF HUGGET ROAD (35 FEET FROM CENTERLINE); THENCE NORTH 01°06'28" WEST, 138.81 FEET, ALONG SAID EASTERLY RIGHT-OF- WAY LINE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE NORTH 89°48'29" EAST, ALONG SAID SOUTH LINE 40.00 FEET; THENCE NORTH 01°02'31" WEST, 20.00 FEET; THENCE SOUTH 89°48'29" WEST, 40.00 FEET; THENCE NORTH 01°02'31" WEST, 1819.97 FEET, ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 87°58'30" EAST, 643.52 FEET; THENCE NORTH 01°02'31" WEST, 490.59 FEET; THENCE NORTH 89°51'32" EAST, ALONG THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 632, PAGE 934, 213.00 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 01°14'10" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL, 3.87 FEET, TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 644, PAGE 1860 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE NORTH 89°51'32" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, 149.56 FEET; THENCE NORTH 52°49'54" EAST, 31.91 FEET; THENCE NORTH 15°48'16" EAST, 16.41 FEET; THENCE NORTH 89°51'32" EAST, 83.75 FEET TO THE POINT-OF-BEGINNING.

LESS AND EXCEPT THAT PORTION THEREOF CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 747, PAGE 757, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND BEING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO KNOWN AS THE SOUTHWESTERLY CORNER OF PARKWOOD ESTATES AS RECORDED IN PLAT BOOK 3, PAGE 23, RUN SOUTH 74°39'11" WEST A DISTANCE OF 288.87 FEET; THENCE SOUTH 01°22'16" EAST A DISTANCE OF 697.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80; THENCE NORTH 49°52'18" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80, A DISTANCE OF 359.47 FEET; THENCE NORTH 01°22'16" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, A DISTANCE OF 541.73 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THAT PORTION THEREOF CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1006, PAGE 364, DESCRIBED AS FOLLOWS:

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

A PARCEL OF LAND BEING PART OF A TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 675, PAGE 1232, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE WEST BOUNDARY OF PARKWOOD ESTATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 23, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S 01°16'09" E, ALONG THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 1010.88 FEET TO THE SOUTHWEST CORNER OF SAID PARKWOOD ESTATES; THENCE S 74°39'11" W ALONG THE NORTH LINE OF A TRACT OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 980, PAGE 606, OF THE PUBLIC RECORDS OF HENDRY COUNTY, A DISTANCE OF 288.87 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 01°22'16" E, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 182.67 FEET; THENCE S 49°52'18" W, A DISTANCE OF 1086.16 FEET TO THE EAST RIGHT OF WAY LINE OF HUGGETT ROAD, ALSO BEING A POINT ON THE WEST BOUNDARY OF SAID OFFICIAL RECORDS BOOK 675, PAGE 1232, THENCE ALONG THE BOUNDARY OF SAID OFFICIAL RECORDS BOOK 675, PAGE 1232 FOR THE REMAINING CALLS; N 01°02'31" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1462.18 FEET; THENCE S 87°58'30" E, A DISTANCE OF 643.52 FEET; THENCE N 01°14'10" W, A DISTANCE OF 490.59 FEET; THENCE N 89°51'32"E, A DISTANCE OF 213.00 FEET; THENCE N 01°14'10" W, A DISTANCE OF 3.87 FEET; THENCE N 89°51'32"E A DISTANCE OF 149.56 FEET; THENCE N 52°49'54" E, A DISTANCE OF 31.91 FEET; THENCE N 15°48'16" E, A DISTANCE OF 16.41 FEET; THENCE N 89°51'32" E, A DISTANCE OF 83.97 FEET TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: THAT PORTION OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, LYING NORTH OF ROUTE 80 RIGHT-OF-WAY.

ALL OF THE ABOVE BEING FURTHER DESCRIBED AS "SURVEYOR'S DESCRIPTION", TO WIT:

A PARCEL OF LAND BEING PART OF A TRACT AS RECORDED IN OFFICIAL RECORDS BOOK 675, PAGE 1232, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT, ALSO BENG A POINT ON THE WEST BOUNDARY OF PARKWOOD ESTATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 23 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S 01°16'09" E, ALONG THE EAST BOUNDARY OF SAID TRACT, A DISTANCE OF 1010.88 FEET TO THE SOUTHWEST CORNER OF SAID PARKWOOD ESTATES; THENCE S 74°39'11" W ALONG THE NORTH LINE OF A TRACT OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 980, PAGE 606, OF THE PUBLIC RECORDS OF HENDRY COUNTY, A DISTANCE OF 288.87 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 01°22'16" E, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 182.67 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE S 49°52'18" W A DISTANCE OF 1086.16 FEET TO THE EAST RIGHT OF WAY LINE OF HUGGETT ROAD, ALSO BEING A POINT ON THE WEST BOUNDARY OF SAID OFFICIAL RECORDS BOOK 675, PAGE 1232; THENCE ALONG THE BOUNDARY OF SAID OFFICIAL RECORDS BOOK 675, PAGE 1232 FOR THE REMAINING CALLS; S 01°02'31" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 358.32 FEET; THENCE N 89°48'28" E, A DISTANCE OF 40.00 FEET; THENCE S 01°02'31" E, A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA; THENCE N 89°48'28" E, ALONG SAID SOUTH LINE, A DISTANCE OF 127.36 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 80; THENCE N 49°52'18" E, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 874.38 FEET TO THE WEST LINE OF THAT PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 960, PAGE 606, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE N 01°22'16" W, ALONG SAID WEST LINE, A DISTANCE OF 514.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ORIGINAL PARCEL AND THE SURVEYED PARCEL THE FOLLOWING PORTION (WHICH WAS CONVEYED TO RACETRAC, INC):

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

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57" E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 80, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE S.50°19'03" W., ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 359.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.59°19'03W., ALONG SAID RIGHT-OF-WAY. FOR A DISTANCE OF 17.00 FEET; THENCE N.39°40'10"W., FOR A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF THE ACCESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 871, PAGE 872, OF SAID PUBLIC RECORDS; THENCE N.50°19'03" E., ALONG SAID NORTH LINE OF EASEMENT FOR A DISTANCE OF 10.45 FEET; THENCE N.39°40'57"W., FOR A DISTANCE OF 261.93 FEET; THENCE S.50°19'03"W., FOR A DISTANCE OF 182.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF S.23°01'58"W., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE S.39°40'57"E., FOR A DISTANCE OF 300.58 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY; THENCE S.50°19'03"W., ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 513.37 FEET; THENCE N.39°40'57"W., FOR A DISTANCE OF 317.99 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'34", A CHORD BARING OF S.79°21'03"W., A CHORD LENGTH OF 48.68 FEET AND AN ARC LENGTH OF 48.94 FEET; THENCE S.,89°24'36" W., FOR A DISTANCE OF 35.51 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HUGGETTS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT-OF-WAY, FOR A DISTANCE OF 47.36 FEET; THENCE N.50°18'08"E., FOR A DISTANCE OF 1086.23 FEET; THENCE S.00°57'57"E., FOR A DISTANCE OF 514.00 FEET TO THE POINT OF BEGINNING.

## AS-SURVEYED DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 18; THENCE RUNNING ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, SOUTH 89°46'33" EAST, FOR A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HUGGETTS ROAD; THENCE RUNNING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°34'42" WEST, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°34'42" WEST, FOR A DISTANCE OF 310.68 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 89°17'58" EAST, FOR A DISTANCE OF 35.42 FEET; THENCE 48.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 138.74 FEET, A CENTRAL ANGLE OF 20°11'20", A CHORD BEARING AND DISTANCE OF NORTH 79°12'37" EAST, 48.63 FEET; THENCE SOUTH 39°40'21" EAST, FOR A DISTANCE OF 317.99 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF STATE ROAD 80; THENCE RUNNING ALONG SAID NORTHWEST RIGHT-OF-WAY LINE, SOUTH 50°20'21" WEST, FOR A DISTANCE OF 150.56 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18; THENCE RUNNING ALONG SAID SOUTH LINE, NORTH 89°46'33" WEST, FOR A DISTANCE OF 126.96 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°34'42" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 89°46'20" WEST, FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 65,114 SQUARE FEET OR 1.495 ACRES (MORE OR LESS).

## UTILITIES:

THE FOLLOWING COMPANIES WERE NOTIFIED BY SUNSHINE 811 UTILITY SYSTEM (1-800-432-4770) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST. SERIAL NUMBER(S): 232507052 V1

| UTILITY COMPANY | PHONE NUMBER | LOCATE STATUS |
|---|---|---|
| CENTURYLINK | (877) 366-8344 X3 | UNMARKED |
| CROWN CASTLE NG | (801) 364-1063 | UNMARKED |
| FLORIDA POWER & LIGHT-HENDRY | (800) 778-9140 | UNMARKED |
| LUMEN | (877) 366-8344 X3 | UNMARKED |
| SUMMIT BROADBAND | (813) 245-9469 | NO CONFLICT |
| TECO PEOPLES GAS-FT MYERS | (813) 743-7807 | NO CONFLICT |

**SITE LOCATION MAP**
SCALE: 1" = 500'
SOURCE: AUTODESK GEOLOCATION MAP

TO: MAVIS SOUTHEAST LLC, A DELAWARE LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY; & SR80 LABELLE, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A) 7(A), 7(B1), 7(C), 8, 9, 11(A), 11(B), 13 & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 26, 2025.

**PATRICK M. DALY** DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS7636
THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
LAND DEVELOPMENT
PERMITTING SERVICES
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**REVISIONS**

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
|---|---|---|---|
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| PROJECT No.: | FLA240187.00-0A |
| DRAWN BY: | PO |
| CHECKED BY: | SM |
| DATE: | 09/29/2025 |
| CAD I.D.: | S-ALTA-SURV |
| FIELD DATE: | 08/26/2025 |
| CREW CHIEF: | SH |
| APPROVED: | PD |

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PROJECT:
**ALTA/NSPS LAND TITLE SURVEY**
FOR
MAVIS TIRES & BRAKES At DISCOUNT Prices

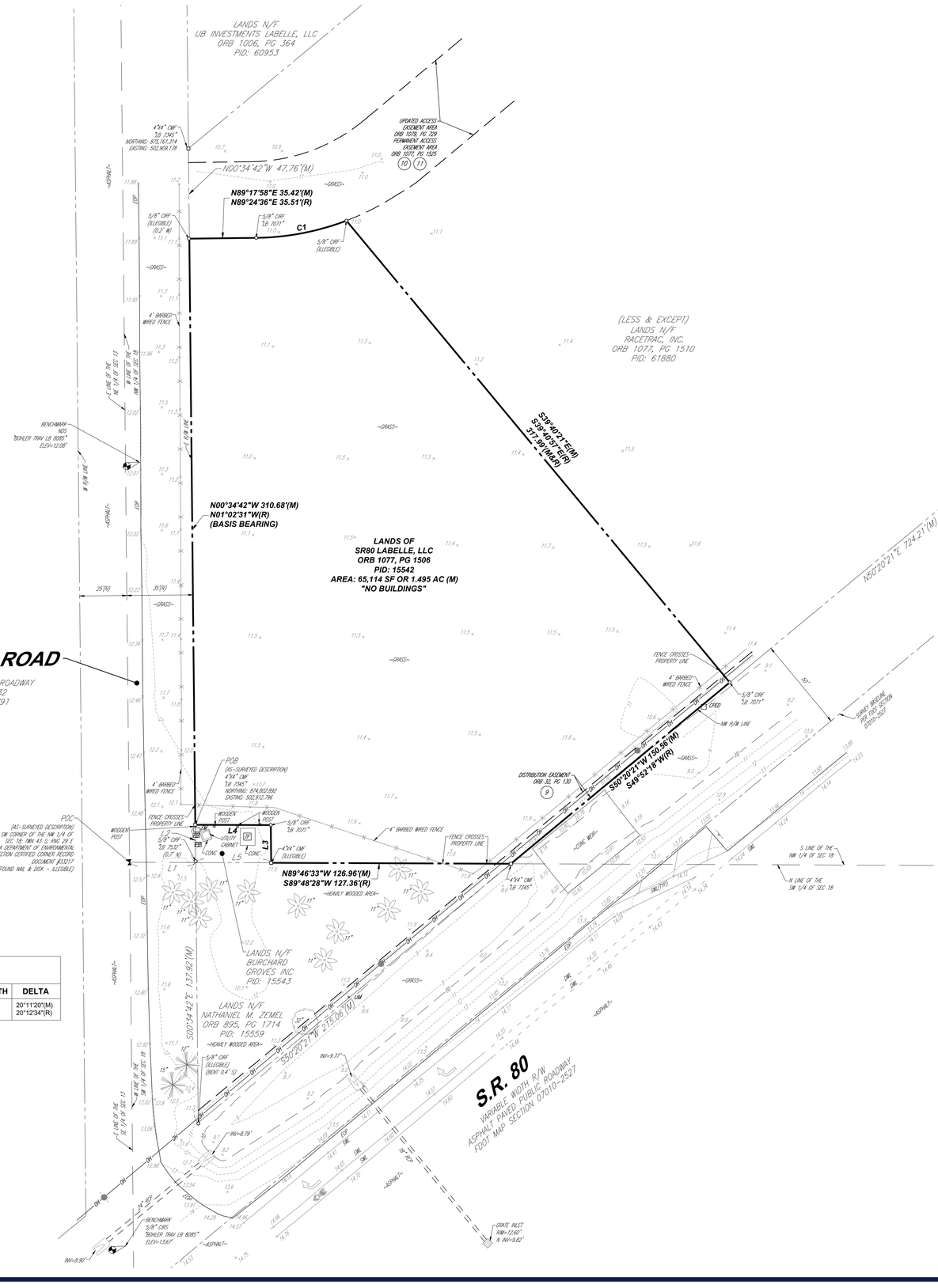
**1599 HUGGETTS ROAD**
**LABELLE, FLORIDA**
**HENDRY COUNTY**

BOHLER
1900 NW CORPORATE BOULEVARD
SUITE 101E
BOCA RATON, FLORIDA 33431
Phone: (561) 571-0280
Fax: (561) 571-0281
FLORIDA BUSINESS CERT. OF AUTH. No. LB#6985

SHEET NUMBER:
1
OF 2

ORG. DATE - 09/29/2025

I:\2024\FLA240187.00\SURVEY\CAD\DRAWINGS\SURVEY\S-ALTA-SURV-FLA240187.00.0A-----LAYOUT: SHEET1




## CURVE TABLE

| CURVE NO | RADIUS | LENGTH | CHORD BEARING | CHORD LENGTH | DELTA |
|---|---|---|---|---|---|
| C1 | 138.74'(M&R) | 48.89'(M)<br>48.94'(R) | N79°12'37"E(M)<br>N79°21'03"E(R) | 48.63'(M)<br>48.68'(R) | 20°11'20"(M)<br>20°12'34"(R) |

## LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S89°46'33"E(M) | 35.00'(M) |
| L2 | N00°34'42"W(M) | 20.00'(M) |
| L3 | N00°34'42"W(M)<br>N01°02'31"W(R) | 20.00'(M&R) |
| L4 | N89°46'20"W(M)<br>N89°48'28"W(R) | 40.00'(M&R) |
| L5 | S89°46'33"E(M) | 40.15'(M) |

## LEGEND

| | |
|---|---|
| 123 / 123 | EXISTING CONTOUR |
| OH / OH | OVERHEAD WIRES |
| X | FENCE |
| X 123.45 | EXISTING SPOT ELEVATION |
| TF | TRANSFORMER |
| UM | UTILITY MARKER |
| CPED | CABLE PEDASTAL |
| PB | PULL BOX |
| | UTILITY POLE |
| | PAINTED ARROWS |
| | BIKE PAINT MARKING |
| | TREE (SIZE AS NOTED) |
| | SIGN |
| | BENCHMARK |
| CONC | CONCRETE |
| RCP | REINFORCED CONCRETE PIPE |
| FCS | FLORIDA COORDINATE SYSTEM |
| (TYP) | TYPICAL |
| EOP | EDGE OF PAVEMENT |
| DWL | DASHED WHITE LINE |
| NDS | NAIL AND DISK SET |
| SWL | SOLID WHITE LINE |
| CIRF | CONCRETE IRON ROD FOUND, SIZE AS NOTED |
| CIRS | CONCRETE IRON ROD SET, SIZE AS NOTED |
| CMF | CONCRETE MONUMENT FOUND, SIZE AS NOTED |
| SR | STATE ROAD |
| PID | PROPERTY IDENTIFICATION NUMBER |
| ORB | OFFICIAL RECORD BOOK |
| PG | PAGE |
| SEC | SECTION |
| N | NORTH |
| E | EAST |
| S | SOUTH |
| W | WEST |
| N/F | NOW OR FORMERLY |
| FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION |
| TWN | TOWNSHIP |
| RNG | RANGE |
| SF | SQUARE FOOTAGE |
| AC | ACRES |
| R/W | RIGHT OF WAY |
| ELEV | ELEVATION |
| LB | LICENSED BUSINESS |
| **(M)** | MEASURED |
| **(R)** | RECORD |
| **POB** | POINT OF BEGINNING |
| **POC** | POINT OF COMMENCEMENT |
| | TITLE REPORT EXCEPTION |

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## REVISIONS

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
|---|---|---|---|
| | | | |

PROJECT No.: FLA240187.00-0A
DRAWN BY: PO
CHECKED BY: SM
DATE: 09/29/2025
CAD I.D.: S-ALTA-SURV
FIELD DATE: 08/26/2025
CREW CHIEF: SH
APPROVED: PD

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PROJECT:

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FLORIDA BUSINESS CERT. OF AUTH. No. LB#8085

30 15 7.5 0 30
SCALE: 1" = 30'

SHEET NUMBER: 2 OF 2

ORG. DATE - 09/29/2025

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**CITY OF LABELLE**
**ORDINANCE 2024-03**
**RACETRAC PLANNED UNIT DEVELOPMENT**

**AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ANNEXING A 9.73+/-ACRE PROPERTY LOCATED ALONG THE NORTHEAST CORNER OF STATE ROAD 80 AND HUGGETTS ROAD, INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA AMENDING THE ZONING DESIGNATION FROM UNINCORPORATED HENDRY COUNTY GENERAL AGRICULTURE (A-2) ZONING DISTRICT TO THE CITY OF LABELLE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, ECP Partners has considered an amendment to the Future Land Use Map for a real property located immediately north of State Road 80 and east of Huggetts Road, City of LaBelle, Florida, "the property" as described and depicted in Exhibit "A" attached hereto; and

**WHEREAS,** the Owner, filed an application to rezone the subject property to Planned Unit Development to allow for the development of a commercial development consistent with the City's intent for the Commercial future land use category; and

**WHEREAS,** after duly advertised public hearings held on February 8, 2024, before the LaBelle Local Planning Agency "LPA"; and on March 14, 2024, and April 11, 2024, before the City Commission; and

**WHEREAS**, the City Commission for the City of LaBelle has determined that the requested PUD rezoning is in compliance with the future land use designation of "Commercial" and approval of the PUD rezoning application will further the goals and objectives of the City of LaBelle Comprehensive Plan; and,

**WHEREAS**, the subject application and plans have been reviewed by City of LaBelle Planning Department in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

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

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

**Section 2.** The above-mentioned Planned Unit Development (PUD) is hereby adopted, upon a finding that this is the most appropriate use of the property and this use will promote, protect and improve the health, safety, comfort, good order, appearance, convenience and general welfare of the public subject to the following conditions:

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

1. The PUD Rezone applies to the property is described in Exhibit 'A'.
2. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'.
3. Development Standards will conform to the Development Standards Table, attached as Exhibit 'C'.
4. 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.
5. The PUD is limited to a maximum of 40,000 square feet of commercial uses including a maximum 10,000 SF convenience store with twenty (20) gas pumps.
6. Outdoor sales area is accessory only and the cumulative outdoor sales area for the entire PUD is limited to 500 square feet.
7. The Convenience Store use including the principal building fuel canopies, signage, dumpster enclosures and accessory structures must demonstrate a common design and architectural theme and color palette at the time of building permit review consistent with architectural elevations in Exhibit 'E'. Fuel canopy poles must contain a minimum four feet of decorative brick overlay at the base, consistent with the decorate brick on the principal structure.
8. A consistent Old Florida architectural vernacular must be applied to non-residential buildings. All commercial buildings shall adhere to the following design standards:
    a. Old Florida vernacular to be displayed through inclusion of elements including but not limited to: front porches, covered corridors, walkways, pitched and/ or metal roofs, shutters, and paneled siding.
    b. Roof overhangs are required on all commercial buildings.
    c. If flat roofs are used, they are to be enclosed from SR-80 and Huggetts Road view by parapets, mansards or a combination of the two.
    d. Facade treatments are to be provided in accordance with LDC 4-91(b)(2).
    e. Exterior building colors to be derived from earth tones with subtle hues of primary building color.
    f. Structures shall reflect similar architectural features such as style, materials, details, and color.
9. Prior to site construction plan submittal, the developer shall obtain building elevation approval by the City Commission for all additional principal structures/buildings to be developed within the PUD during an advertised public hearing. Any substantive changes to building elevations from what was approved by the City Commission must be reviewed and approved by the City Commission.
10. No outdoor piped/amplified music or speaker system is permitted.
11. The PUD must connect to the City's potable water and sanitary sewer system when capacity is available. Temporary package water and sewer system may only be used on an interim basis until capacity in the City's water and sewer treatment facilities is available. Capacity is not vested until a site construction permit has been issued or a development agreement is executed and water and sewer connection fees have been paid.

A demonstration of capacity will be required at the time of site construction permit issuance, including demonstration of a hydrant system to provide adequate fire flow for firefighting purposes.

12. The development must conform to all State Road 80 Road Overlay requirements, as applicable.
13. Site construction plans must demonstrate an internal sidewalk system that connects the proposed buildings to parking areas, and the external sidewalk network, including a minimum 5-foot sidewalk where the property abuts Huggetts Road and State Road 80.
14. The project will provide parking spaces in accordance with the Land Development Code for non-residential uses.
15. Access to State Road 80 will require a permit from the Florida Department of Transportation. This approval does not guarantee or grant access as shown on the MCP.
16. Access to Huggetts Road will require a permit from Hendry County. This approval does not guarantee or grant access as shown on the MCP.
17. Prior to site construction permit approval, a vehicular interconnection must be provided to the abutting property to the east and a pedestrian interconnection to the north via recorded cross-access easements.
18. A Master Signage Plan shall be provided in accordance with the Land Development Code at the time of site construction permitting to ensure cohesive and consistent signage design for non-residential components.
19. Signage must be posted to notify trucks that idling or overnight parking is not permitted on the site.
20. The developer/owner or their designee, which may include a property owners association (POA) must maintain common areas, common parking areas, and shared infrastructure within the project. If a POA is established, documents must be provided to the City at the time of site construction plan permitting.
21. A minimum of 2.92 acres of open space must be provided in accordance with the Land Development Code and Exhibit C. A minimum of 0.49 acres of usable open space must be provided.
22. Dumpsters, recycling facilities and service areas must be setback a minimum of 25 feet from the PUD boundary and screened via an opaque wall or fence or screened.
23. The following buffers must be provided on the site construction permit plans as shown on the MCP:
    a. The State Road 80 Overlay right-of-way buffer must be a minimum of 15-feet wide and contain six (6) large trees per 100 linear feet, a double hedgerow installed at 24 inches and maintained at a minimum of 36 inches and planted on a 2-foot-tall berm.
    b. A 10-foot-wide streetscape buffer along Huggetts Road.
    c. 5-foot Type A buffers must be installed along the northern and eastern property lines.
24. Bicycle parking spaces shall be provided within the development near pedestrian and bicycle connections.
25. Carwash or automobile service bays shall be located so that they do not face the SR 80 right of way.
26. Mini-Warehouses shall comply with supplemental regulations as outlined within the LDC.

27. The City is conducting a risk assessment and capital planning for adequate fire protection. The project may be subject in the future to duly adopted impact fees or capital assessments to address the project impact.
28. The PUD Master Concept Plan will remain valid for not more than five (5) years from the date of City Commission approval. Horizontal construction must commence within five (5) years or the MCP will be deemed vacated. A new PUD zoning approval must be filed and approved by the City Commission if the MCP is vacated. A one (1) time extension of two (2) years may be submitted to the City prior to vacation of the MCP and approved administratively. Except for time extensions permitted by state statute, all other extensions require City Commission approval.

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

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

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

**PASSED AND ADOPTED** in open session this 11th day April, 2024.

THE CITY OF LABELLE, FLORIDA

By: _____
Daniel Akin, Vice-Mayor

Attest: _____
Jessi Zubaty, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

Vote: AYE NAY

| | | | |
|---|---|---|---|
| Mayor Wilkins | ___ Absent | ___ |
| Commissioner Vargas | ✓ | ___ |
| Commissioner Ratica | ✓ | ___ |
| Commissioner Akin | ___ Abstained | ___ |
| Commissioner Spratt | ✓ | ___ |

**EXHIBIT A**
**LEGAL DESCRIPTION**

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

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

## EXHIBIT B
## SCHEDULE OF USES

Commercial Tracts

- Accessory Uses and Structures
- Automobile service station
- Automotive repair, limited to tire stores and oil change establishments. No overnight repairs. Businesses are prohibited from storing cars outdoors overnight.
- Car Washes, Detailing
- Convenience Stores with a maximum of 20 gas pumps
- Financial Institutions
- Food and Beverage Sales / Establishments (Restaurants, fast food, food trucks, and brewery)
- Laundry – self service
- Maintenance and Repair Services
- Offices
- Outdoor Sales Area
- Personal Services (All Uses)
- Retail Sales / Rental Establishments
- Mini-Warehouse / Self Storage

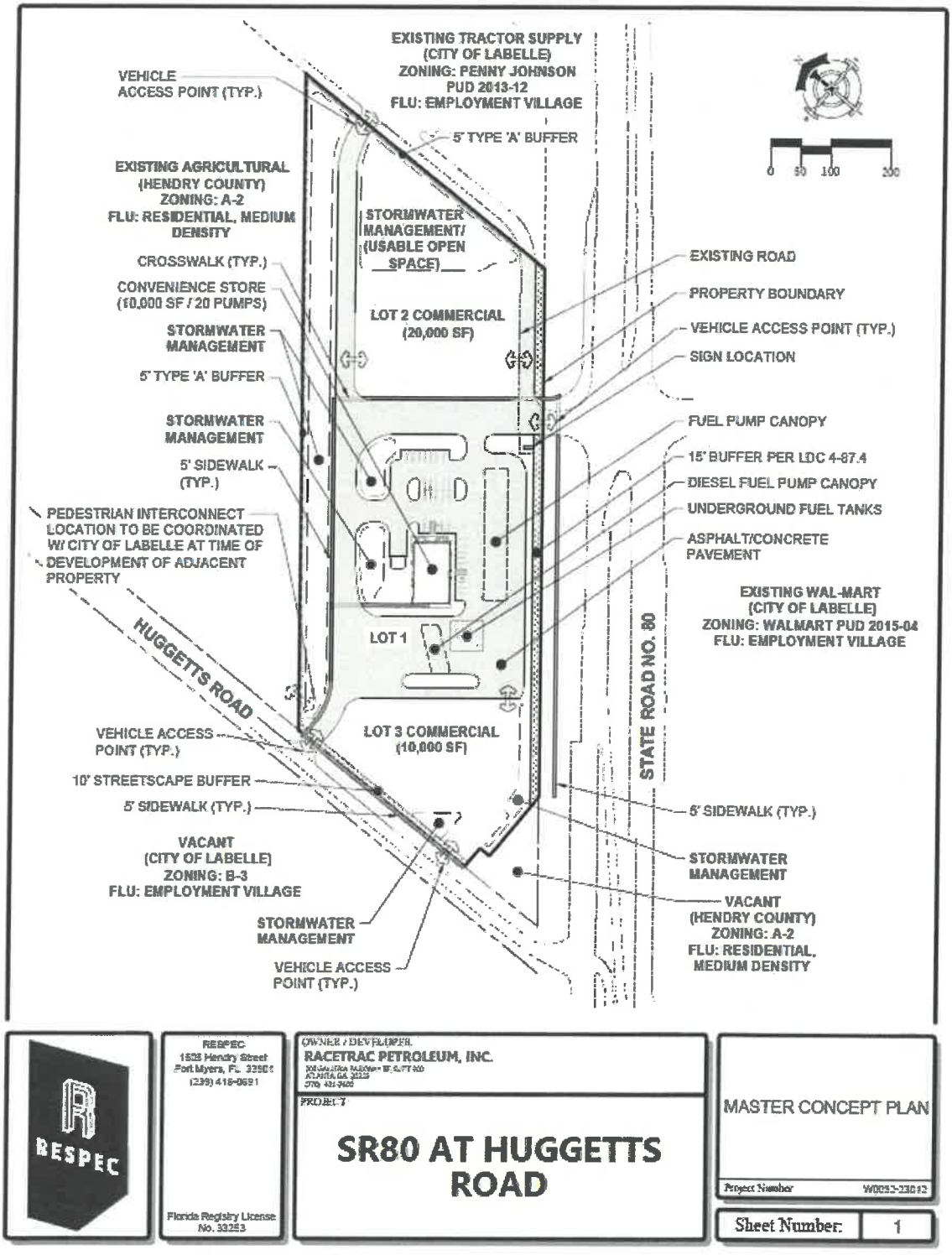
## EXHIBIT C

## SITE DEVELOPMENT REGULATIONS

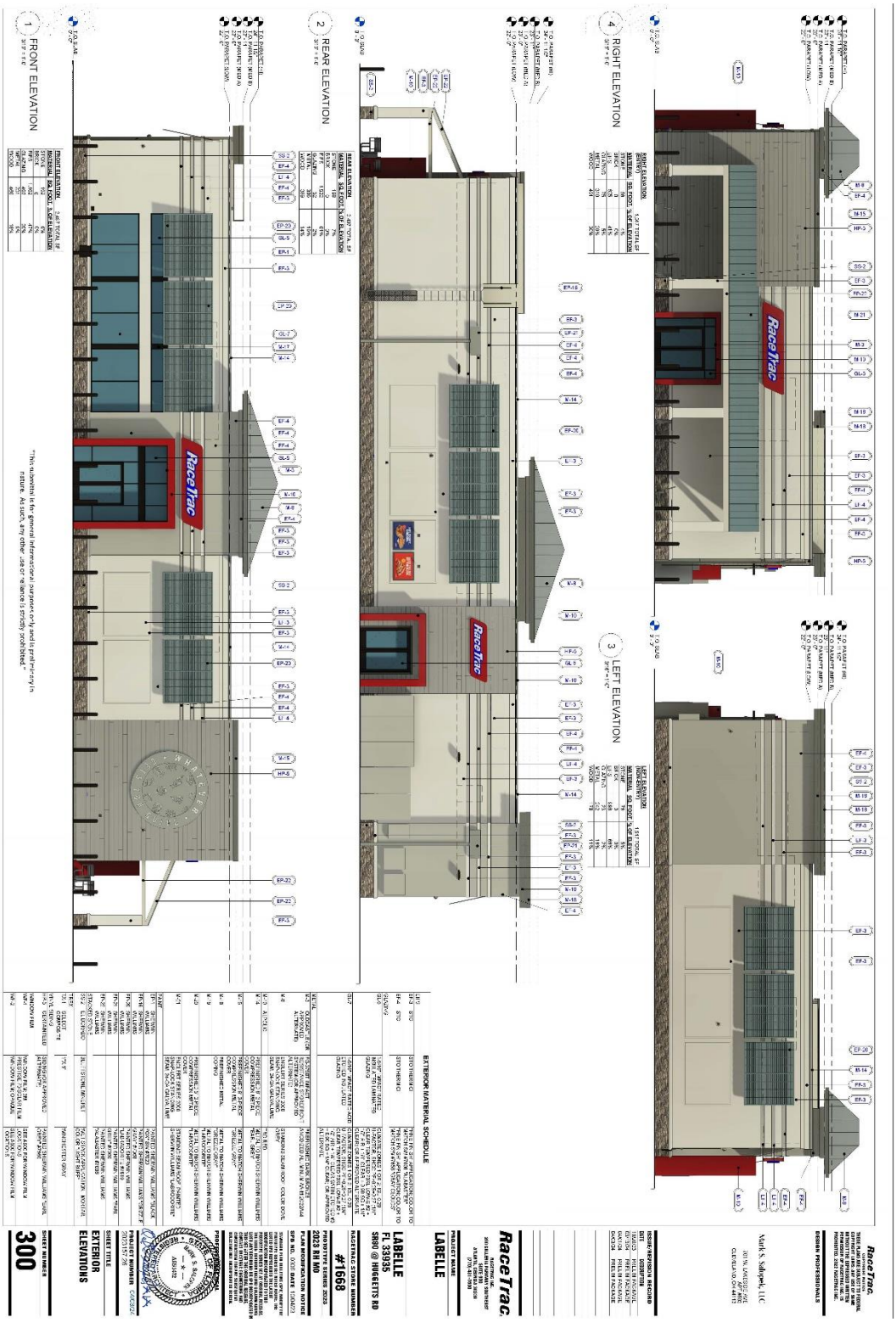
### Development Regulations Table

| | |
|---|---|
| **Minimum Lot Area** | **10,000SF** |
| **Lot 1 – Convenience Store** | **10,000SF** |
| **Lot 2 - Commercial** | **20,000SF** |
| **Lot 3 - Commercial** | **10,000SF** |
| **Total** | **40,000SF** |
| | |
| **Buildable Area** | **40%** |
| **Minimum Lot Width** | **100'** |
| **Minimum Yards** | |
| **Front Yard** | **20 FT** |
| **Side Yard (Interior)** | **5 FT** |
| **Side Yard (Street Side)** | **20 FT** |
| **Rear Yard** | **15 FT** |
| **Right of Way** | **20 FT** |
| **Max. Building Height** | **40FT** |
| **Minimum Open Space** | **30%** |

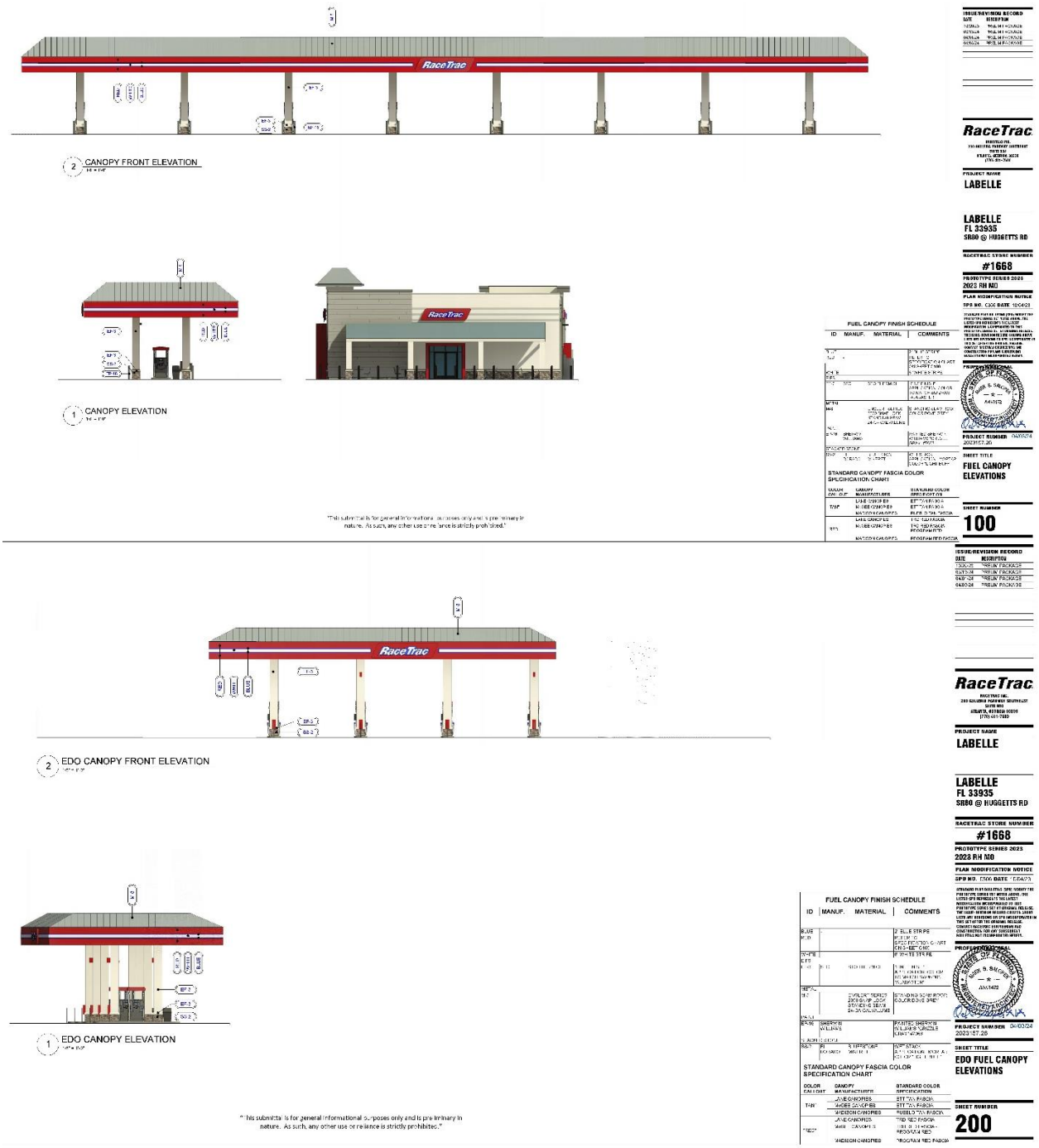
# EXHIBIT D
# MASTER CONCEPT PLAN



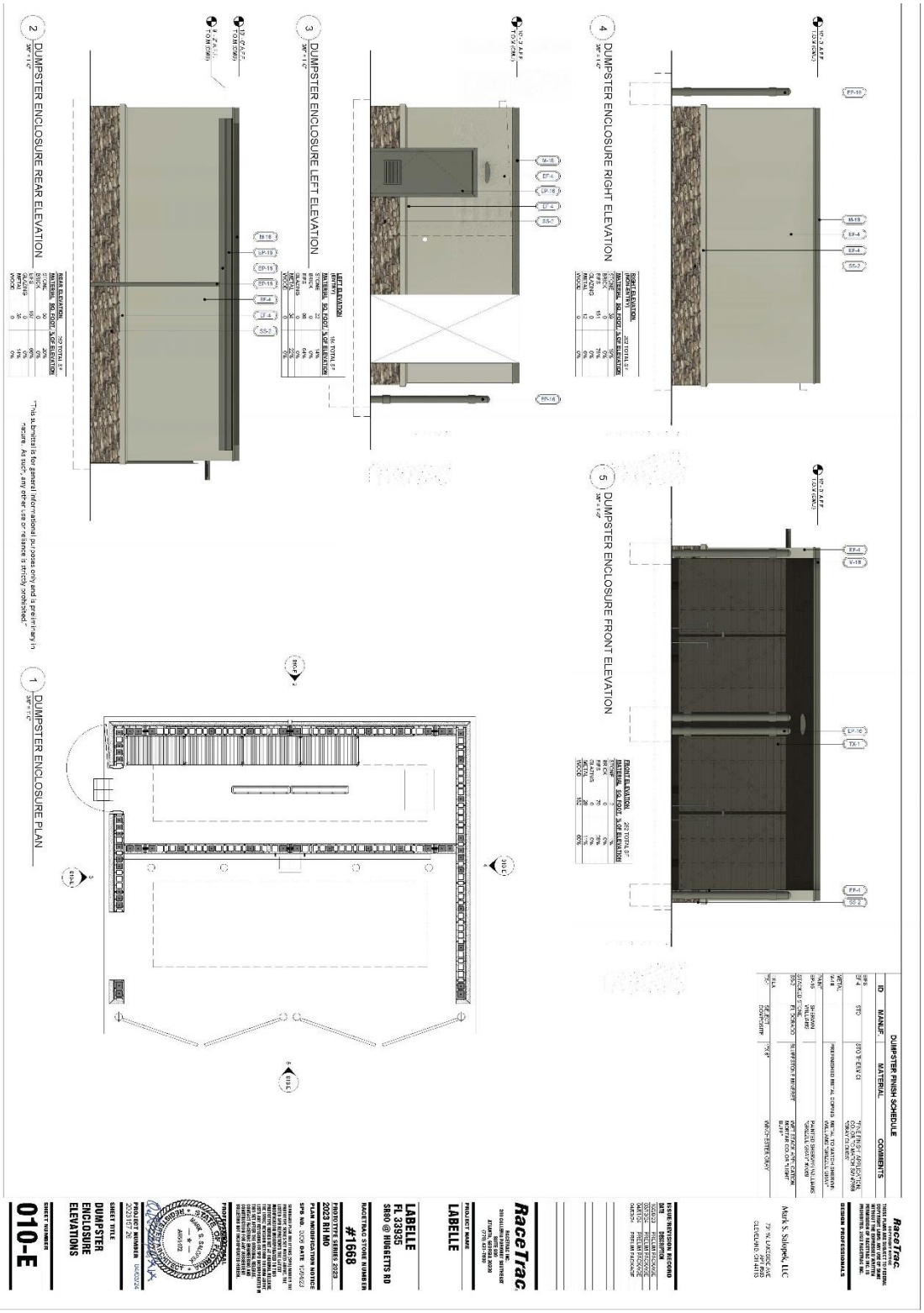
276
277 **EXHIBIT E**
278 **RACETRAC BUILDING ELEVATIONS**



# EXHIBIT E
# RACETRAC BUILDING ELEVATIONS (CONTINUED)



# EXHIBIT E
# RACETRAC BUILDING ELEVATIONS (CONTINUED)



App# 179C
PERMIT#
CUST # UNITED3C
INV #



# TEMPORARY USE & SPECIAL EVENT APPLICATION

## CITY OF LABELLE, FLORIDA

**APPLICATION NUMBER: TU20___-_____**(Assigned by City)
**DATE RECEIVED:** 1/20/26

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

Tax Parcel I. D. #: 2 29 43 02 1200001-006.0

Site Address: 481 W. Hickpochee Ave. – CIVIC CENTER

City: LaBelle State: FL Zip Code: 33935

2. **APPLICANT:** United Way of Lee, Hendry, and Glades
(Person or entity conducting the use or event)

Mailing Address: 7273 Concourse Drive

City: Ft. Myers State: FL Zip Code: 33908

Work Phone Number: 239-433-7559 Home Phone Number: n/a

Fax number: 863-675-9393 Email: Lisa@UnitedWayLee.org

3. **PROPERTY OWNER:** City of LaBelle

Mailing Address: PO Box 458

City: LaBelle State: FL Zip Code: 33975

Work Phone Number: 863-675-4872 Home Phone Number: _____

Email: _____

**NOTE:** The application must include all pertinent information (Name, address, phone numbers, etc.) for all owners of land affected by this application. If the space provided above is not sufficient to list all of the

owners then, the additional information must be provided on a separate sheet(s). If property is owned by the City of LaBelle, please list that as owner.

4. **APPLICANT'S REQUEST (Proposed Temporary Use/Event Information.):**

Swing into Spring - United Way annual fundraiser/dinner benefiting Hendry and Glades counties.

**Will any roads need to be closed down for the event?** No

**Will there be alcohol served at the event? By whom?** Yes (beer/wine only), by United Way staff

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

**How many people are expected to attend the event?** 250

**Event Date:** April 11, 2026 **Requested Event Hours:** 5:00-8:00 pm

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

6. **Completed Temporary Use Application Form (must include the following)**

n/a **Affidavit of Ownership and Agent Authorization**: The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

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

n/q **Legible Site Plan**: Drawing demonstrating right-of-way to be vacated on 8-1/2" x 11" paper with legible text showing all data pertinent to the proposed vacation, including **at least** the following:

-Date of drawing
- Scale
-North arrow
-Location of proposed uses
-Location of existing structures
-Location of access point(s) from adjacent roadways
-Location of Parking areas

X **Letters of No Objection**: Letters from the following agencies:

1. HCSO-Lt. Allen Hudson-ahudson@hendrysheriff.org/863-674-5606
2. Hendry County EMS-Amy Stafford-amy.stafford@hendryfla.net/863-675-5220
3. City of LaBelle Fire Dept.-Chief Brent Stevens-bstevens@citylabelle.com 863-675-1537

***Events with an expected attendance of 1,000+ people will require an Emergency Action Plan****

___ **Application Fee**: Check made payable to "City of LaBelle" with fee per adopted Fee Schedule.
Fee Schedule available at citylabelle.com under the "Government" tab>"Forms and Applications"

**APPLICANT SIGNATURE (Signed by person applying for permit)**

Lisa Sands
Applicant Name (Print)

Lisa Sands
Applicant Signature

☑ 501 C3
☑ INSURANCE

# Sheriff Hendry County

STEVE WHIDDEN, SHERIFF

Prepared for:
United Way of Lee, Hendry, and Glades

Address:
133 N. Bridge, LaBelle, FL 33935

Prepared by:
Lieutenant Allen Hudson
Hendry County Sheriff's Office

I am writing on behalf of the Hendry County Sheriff's Office to confirm our support for the upcoming "Swing into Spring" event organized by United Way.

Following a discussion with Lisa Sands, the Assistant Director of the United Way, I am pleased to inform you that the Hendry County Sheriff's Office has no objections to the event. We are fully committed to ensuring its success.

To guarantee the safety and smooth operation of the event, we will have several of our agency command staff present for the event as we have in years past.

The event is scheduled to commence on April 11th, 2026, starting at 5:00 pm and concluding at 8:00 pm. This event will be held at the LaBelle Civic Center this year.

Should you have any questions or concerns regarding the event or its security arrangements, please do not hesitate to contact me at either of the numbers provided below. Thank you for your attention to this matter, and we look forward to a successful and enjoyable "Swing into Spring" event.

**Lieutenant Allen Hudson**
**West District Road Patrol Commander**
**ahudson@hendrysheriff.org**
**Office: 863-674-5606**
**Cell: 863-673-1984**

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667147
Jan. 20, 2012 LTR 4168C E0
59-1005169 000000 00
00014074
BODC: TE

UNITED WAY OF LEE COUNTY INC
7273 CONCOURSE DR
FORT MYERS FL 33908-2604

018268

Employer Identification Number: 59-1005169
Person to Contact: Ms. Wittwer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 11, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 1964.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

# United Way of Lee County Inc.

EIN: 59-1005169 | Fort Myers, Florida, United States

## Other Names

UNITED WAY OF LEE COUNTY INC

## Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

**On Publication 78 Data List:** Yes

**Deductibility Code:** PC ⓘ

## Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2022 Form 990
- Tax Year 2021 Form 990
- Tax Year 2020 Form 990
- Tax Year 2019 Form 990
- Tax Year 2018 Form 990
- Tax Year 2017 Form 990

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Margie McNally |
|---|---|
| McGriff, a MMA LLC Company<br>12751 New Brittany Blvd<br>Suite 201<br>Fort Myers, FL 33907 | PHONE (A/C, No, Ext): 239 433-7125 FAX (A/C, No): 866-802-8680<br>E-MAIL ADDRESS: mmcnally@mcgriff.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemnity Insurance Co. | 18058 |
| INSURER B : Technology Insurance Company | 42376 |
| INSURER C : Arch Insurance Company | 11150 |
| INSURER D : Hartford Fire Insurance Company | 19682 |
| INSURER E : | |
| INSURER F : | |

INSURED
United Way Of Lee County, Inc.
7273 Concourse Dr
Fort Myers, FL 33908-2604

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Abuse & Molestation<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | X | | PHPK2718916000 | 07/31/2025 | 07/31/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$100,000<br>$5,000<br>$1,000,000<br>$3,000,000<br>$3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | PHPK2718916000 | 07/31/2025 | 07/31/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10,000 | | | PHUB921795000 | 07/31/2025 | 07/31/2026 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | TWC4656984 | 08/01/2025 | 08/01/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Professional Liability | | | PHPK2718916000 | 07/31/2025 | 07/31/2026 | $1,000,000 Each Inciden<br>$3,000,000 Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Labelle is included as additional insured for general liability when required in written contract per attached endorsement.

C. Directors & Officers Liability including EPL; Policy #NFP012170408, effective 02/01/2025 - 02/01/2026
Limit: $3,000,000; $10,000 Deductible; Pending/Prior Litigation Date: 02/01/2002.
(See Attached Descriptions)

**CERTIFICATE HOLDER**

City of Labelle
481 W. Hickpochee Ave.
Labelle, FL 33935

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# DESCRIPTIONS (Continued from Page 1)

**D. Fidelity Bond, Bond #21BDDHY5761, Effective 07/31/2025 - 07/31/2026; Limit: $250,000.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| Coverage Applicable | Limit of Insurance | Page # |
|---|---|---|
| Extended Property Damage | Included | 2 |
| Limited Rental Lease Agreement Contractual Liability | $50,000 limit | 2 |
| Non-Owned Watercraft | Less than 58 feet | 2 |
| Damage to Property You Own, Rent, or Occupy | $30,000 limit | 2 |
| Damage to Premises Rented to You | $1,000,000 | 3 |
| HIPAA | Clarification | 4 |
| Medical Payments | $20,000 | 5 |
| Medical Payments – Extended Reporting Period | 3 years | 5 |
| Athletic Activities | Amended | 5 |
| Supplementary Payments – Bail Bonds | $5,000 | 5 |
| Supplementary Payment – Loss of Earnings | $1,000 per day | 5 |
| Employee Indemnification Defense Coverage | $25,000 | 5 |
| Key and Lock Replacement – Janitorial Services Client Coverage | $10,000 limit | 6 |
| Additional Insured – Newly Acquired Time Period | Amended | 6 |
| Additional Insured – Medical Directors and Administrators | Included | 7 |
| Additional Insured – Managers and Supervisors (with Fellow Employee Coverage) | Included | 7 |
| Additional Insured – Broadened Named Insured | Included | 7 |
| Additional Insured – Funding Source | Included | 7 |
| Additional Insured – Home Care Providers | Included | 7 |
| Additional Insured – Managers, Landlords, or Lessors of Premises | Included | 7 |
| Additional Insured – Lessor of Leased Equipment | Included | 7 |
| Additional Insured – Grantor of Permits | Included | 8 |
| Additional Insured – Vendor | Included | 8 |
| Additional Insured – Franchisor | Included | 9 |
| Additional Insured – When Required by Contract | Included | 9 |
| Additional Insured – Owners, Lessees, or Contractors | Included | 9 |
| Additional Insured – State or Political Subdivisions | Included | 10 |


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| | | |
|---|---|---|
| Duties in the Event of Occurrence, Claim or Suit | Included | 10 |
| Unintentional Failure to Disclose Hazards | Included | 10 |
| Transfer of Rights of Recovery Against Others To Us | Clarification | 10 |
| Liberalization | Included | 11 |
| Bodily Injury – includes Mental Anguish | Included | 11 |
| Personal and Advertising Injury – includes Abuse of Process, Discrimination | Included | 11 |

**A. Extended Property Damage**

**SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. Limited Rental Lease Agreement Contractual Liability**

**SECTION I – COVERAGES**, **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

**D. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**


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**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

**1.** If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

**a.** The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

**b. SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

**c. SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

**2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

**3.** The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:


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**a.** $1,000,000; or

**b.** The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES**, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

**1.** Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

**2.** Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

**a. Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

**b. Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

**c. Other Remedies**

Any remedy other than monetary damages for penalties assessed.

**d. Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

**3. SECTION V – DEFINITIONS** is amended to include the following additional definitions:

**a.** "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

**b.** "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

**c.** "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.


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**G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

**1.** The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

**a.** $20,000; or
**b.** The Medical Expense Limit shown in the Declarations of this Coverage Part.

**2. SECTION I – COVERAGE**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

**1. b.** is deleted in its entirety and replaced by the following:

**1. b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

**1.d.** is deleted in its entirety and replaced by the following:

**1. d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.


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**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

**a.** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

**b.** "Employee" means:

**(1)** Any natural person:

**(a)** While in your service or for 30 days after termination of service;

**(b)** Who you compensate directly by salary, wages or commissions; and

**(c)** Who you have the right to direct and control while performing services for you; or

**(2)** Any natural person who is furnished temporarily to you:

**(a)** To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

**(b)** To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

**(3)** "Employee" does not mean:

**(a)** Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

**(b)** Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

**c.** "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

**1.** If coverage for newly acquired or formed organizations is not otherwise excluded from this


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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

**a.** Coverage under this provision is afforded until the end of the policy period.

**2.** Each of the following is also an insured:

**a.** **Medical Directors and Administrators –** Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

**b.** **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

**c.** **Broadened Named Insured –** Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**d.** **Funding Source** – Any person or organization with respect to their liability arising out of:

**(1)** Their financial control of you; or

**(2)** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e.** **Home Care Providers –** At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

**f.** **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to be a tenant in that premises; or

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**g.** **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You –** Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or


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organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

**h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

**(1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

**(a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

**(b)** The construction, erection, or removal of elevators; or

**(c)** The ownership, maintenance, or use of any elevators covered by this insurance.

**i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

**(1)** The insurance afforded the vendor does not apply to:

**(a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by the vendor;

**(d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;


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**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

**(ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

**j. Franchisor –** Any person or organization with respect to their liability as the grantor of a franchise to you.

**k. As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

**l. Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**(a)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(b)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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**m. State or Political Subdivisions –** Any state or political subdivision as required, subject to the following provisions:

**(1)** This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

**(2)** This insurance does not apply to:

**(a)** "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

**(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the “occurrence” or offense is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership; or

**(3)** An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership; or

**(3)** An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**


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**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

**a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

**b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

**1. SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

**2. SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

**a.** Done intentionally by or at the direction of, or with the knowledge or consent of:

**(1)** Any insured; or

**(2)** Any executive officer, director, stockholder, partner or member of the insured;

**b.** Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;


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**c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

**d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.


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**City of LaBelle**
City of Labelle
PO Box 458
Labelle, FL 33975

**INVOICE #**
I2600271

INVOICE DATE: 01/16/26
DUE DATE: 02/11/26

ACCOUNT ID: UNITE030 PIN: 785809
UNITED WAY OF LEE COUNTY INC
UNITED WAY- LEE, HENDRY, GLADE
133 N. BRIDGE ST
LABELLE, FL 33935
US

| QUANTITY/UNIT | SERVICE ID | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| 1.0000 | CRD | CC EVENT 04/11/26<br>CROWD MANAGEMENT<br>CC EVENT 04/11/26<br>1 CROWD MANAGER FROM 5PM TO 8PM<br>(3HRS) @52 PER HOUR | 156.000000 | 156.00 |

TOTAL DUE: $ 156.00

***PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT***

City of LaBelle
City of Labelle
PO Box 458
Labelle, FL 33975

INVOICE #: I2600271
DESCRIPTION: CC EVENT 04/11/26
ACCOUNT ID: UNITE030 PIN: 785809
DUE DATE: 02/11/26
TOTAL DUE: $ 156.00

UNITED WAY OF LEE COUNTY INC
UNITED WAY- LEE, HENDRY, GLADE
133 N. BRIDGE ST
LABELLE, FL 33935
US

# HOLD HARMLESS / INDEMNIFICATION AGREEMENT (G)

Know all men by these presents that:

For and in consideration of the City of LaBelle approving this application for a Special Event / Temporary Use, I Jeannine Joy (Responsible Party) hereby agree to hold the City of LaBelle, its Agents and Employees, harmless from all actions, causes of actions, claims, damages, costs, loss of services, attorney fees, expenses and compensation on account of, or in any way arising out of my participation in any or all event(s) described in this application within the City of LaBelle, Florida; and further agrees to indemnify the City of LaBelle, its Agents and Employees, against any loss as a result of claims of persons or entities arising from the conducting of said event.

Signature of Authorized Agent — Date: 1/27/2026

Jeannine Joy
Print or Type Name of Person Signing Above

Name of Owner/Agent Entity if a Corporation, L.L.C., Partnership, or Trust

President & CEO
Representative Capacity of Person signing Affidavit: President or Vice President of Corporation, Managing Member of L.L.C., General Partner or Trustee

STATE OF Florida COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me on _____ (Date) by Jeannine Joy (Name of Person Providing Oath or Affirmation),

who is personally known to me ☒ or who has produced N/A (Type of Identification) as identification.

NOTARY PUBLIC STAMP/SEAL:

CONNIE SUE BOYD
Notary Public - State of Florida
Commission # HH 633797
My Comm. Expires May 18, 2029
Bonded through National Notary Assn.

Connie Sue Boyd
Signature of Notary Public

Connie Sue Boyd
Printed Name of Notary Public

May 18, 2029
Commission Expires

# City of LaBelle Facility Rental Agreement

These facilities are maintained and owned by the City of LaBelle. It is primarily for the use and enjoyment of the residents and taxpayers of the city. A copy of your driver's license must be provided which demonstrates a physical LaBelle address.

**FOR OFFICE USE ONLY** Deposit: Pick-up or Mail: _____

**NON-PROFIT** ✕ 501-c3 Deposit (**DCC**) - $250 paid on: _____ Rent (**CCR**) - $500 **DUE on**: _____ (weekend fees) PAID ☐

✕ Key Pickup 3pm & Drop Off ✕ ID w/Labelle Address ☐ COL ☐ Security ☐ Crowd Manager Certificate **OR** Fire (**CCF**) PAID ☐

**Reservations for:** ■ **Civic Center** ☐ Barron Park ☐ Captain Hendry House

Reservations may be made during normal business hours, from 8:30am to 4:30pm, Monday through Friday. Reservations may be made up to (1) year in advance with deposit. The full fee shall be paid **60 days prior to rental**. Applicant must be 21 years of age or older. Applicants must be on the premises at all times and in possession of rental documents. Failure of people conducting themselves properly in City facilities is sufficient grounds to end the event, clear the facility and refusal of future use. No lewd activities are permissible and shall be grounds for ending the event.

**Event Date:** 04/11/26 **Event Time:** 5pm to 8pm **# of people attending:** 250

**Event Type:** ☐ Wedding ☐ Birthday ☐ 15th ✕ Other SWING INTO SPRING **Alcohol:** ✕YES ☐NO

**Name:** UNITED WAY of Lee, Hendry, and Glades **Phone #:** 239-433-7559

1. **Responsibility:** The responsibilities of the renter are not limited to the inside of the facility but extend to the surrounding City property. The Lessee is subject to the terms and conditions herein below. The lease of these facilities shall include the use of, the stage area, the kitchen, its attendant facilities, the restrooms, and surrounding parking area. The facilities are to be used for no other purposes than listed on the lease agreement. The lease is not assignable or transferable and all documents must be under the person signing the contract.

2. **Cancellations:** Refunds for Civic Center will only be processed when reservations are cancelled at least (6) months prior to the event. Hendry House and Barron Park (2) months prior to the event. **Failure to do so will result in forfeiture of your deposit.**
   - Same time frame for Rescheduling.

3. **Usage Hours:** The hours for use, including set-up and clean-up, are 6:00 a.m. to 12:00 a.m. on Saturday or Sunday. Monday through Thursday during normal business hours except for non-profit. This includes parking lots and outside areas. **Keys** shall be picked up for weekend events on the Friday before the event no earlier than 3:00 p.m. and for weekday events no earlier than 8:30 a.m. on the same day of the event or no earlier than 4:00 p.m. the day before the event. Keys shall be dropped off in drop box or at City Hall Monday morning no later than 9:00 a.m. following the weekend of the event and the next business day following a weekday event. **Key Fee:** After 9:00 a.m. failure to not follow the key return policy will result in a $75.00 penalty fee with a $25.00 additional fee per any portion per hour thereafter, these fees will be deducted from your deposit.

4. **Security:** 2 months prior to ALL City facilities events providing alcohol and non-a[illegible] people or more renters must have a signed **Security Agreement** from Hendry County Sheriff's Office ~ 101 S. Bridge Street ~ (863) 674-5600 which must the officers from 6:00 p.m. to midnight or earlier/later depending on when the event is scheduled to begin/end. Hendry House and Barron Park must be preapproved for any alcoholic beverages by the City Commission.

5. **Physical Security:** Indoor events with an attendance of 50 people or more will require crowd management by LaBelle Fire Dept *($52 per hour/per person)* or renters can provide their own crowd manager. They would need to provide proof of completion of the course along with the **certificate of completion** at least 2 months before the event. That person can only be doing crowd management, they cannot be involved in any other activity at the event and must have an accurate count of the number of people inside the building. **WEBSITE:** https://rickyrescue.com/55-crowd-manager-training
    - Crowd Requirements: 50-250 people (1 manager) 251-500 people (2 manager)

6. **Proof of Liability Insurance:** Proof of insurance is required sixty (60) days prior to every event. Insurance may be obtained by your service provider with City of LaBelle as the Additional Insured and with a liability of $1,000,000 or through www.gatherguard.com The City does NOT receive a commission from policies obtained nor do we require you to use a specific company.

7. **Special Event Application:** A Special Event permit may need to be submitted for use of the food vendors and non-food vendors at the event. A Special Event permit shall be submitted for any use of alcohol. Application can be found on our website at www.citylabelle.com ~ **CLICK ON** Government ~ Forms & Applications ~ Temporary Use Application. Once filled out you must submit it to the Deputy City Clerk (jessizubaty@citylabelle.com) (863) 675-2872 and must be approved by the City Commission.

8. **Non-Profit:** Non-profits events must provide their 501(c)(3).

9. **Copies** of the Security Agreement, Proof of Liability Insurance, and Special Event Permit must be submitted to UB Dept at City Hall.

10. **Children:** You are responsible for the conduct of your guests and your guests' children. Children are to be chaperoned by an adult both inside the building as well as in the parking areas and surrounding grounds. Children are not allowed in the kitchen area at any time.

11. **Fireworks:** Fireworks sparklers and explosives are not permitted on City property.

12. **Smoking:** Smoking and/or the use of smokeless tobacco are **not** permitted within City facilities.

13. **Alcohol:** For the use of alcoholic beverages at any event held at any City facilities, a security agreement from the Sherriff's Department must be filled out. For the sale of alcohol, a liquor permit must be obtained from the Department of Business & Professional Regulation.
    - Alcoholic beverages should be kept and consumed inside the City facilities.
    - No alcohol may be served to anyone under 21 years of age.

14. **Animals:** With the exception of certified service animals, no animals are permitted within City facilities. A copy of the certification must be provided.

15. **Overnight Parking:** Overnight parking or use of camping equipment is prohibited.

16. **Doors:** The Civic Center rear blue doors and side doors are to be used for loading and unloading.
    - **DO NOT USE FRONT ENTRANCE DOORS**.

17. **Tables & Chairs:** Tables and Chairs may be rented from the attached List of Vendors. The lessee shall be responsible for making their own rental agreements, delivery, and pickup arrangements. The attached list does not reflect any endorsement of any kind of vendors by the City. The City does NOT receive a commission from vendors nor do we require you to use a specific one.

18. **Food:** If outdoor cooking equipment is used, such as smokers or grills, they must be set up at the designated areas and proper fire suppression is required. This keeps the ignition source a safe distance from the structure. This does not apply to Barron Park, which is an open-air facility.
    - All food, garbage, cooking supplies, and utensils shall be removed from kitchen areas.

19. **Sound**: Civic Center events music must stay withing the building. All events are required to comply with City's Noise Abatement Ordinance, as well as Florida Statute 316.3045. The HCSO officers have the right to ask you to lower the volume and if resolution is not achieved, they will shut down your event.

20. **Decorations:** All decorations such as signs, banners, lights, flowers, plants, ribbons, etc. of any kind shall be free standing and will not be nailed, staples, scotch tape, or fastened to the walls, girders, or ceiling of any facilities (NO EXCEPTIONS).
    - At no time will any notices to the public be removed or covered obscuring them from attendees.
    - The use of ***confetti and glitter*** is not permitted on City property.
    - The use of ***candles or open flames*** is not permitted on City property.

21. **Cleanup:** The cleanup is the responsibility of the lessee. All trash generated must be properly disposed of, removed for proper disposal in the dumpster provided. Lessees shall remove decorations without damaging walls. Please return the ICE scoop to the top of the ice machine. Floors are to be left cleaned and absolutely no bleach is to be placed on floors for any purpose. The A/C and all switches must be in the off position or adjusted as instructed/posted at each location. All doors, gates, and windows must be checked to ensure they are secured prior to the lessee leaving the facility. Check kitchen and restrooms to be sure sinks are turned off and flush toilets to be sure they are working and not clogged or running. Walk around the outside of the building and facilities to ensure all outside spigots are off, trash is picked up and there is no damage to the building or screens.

22. **Deposit:** A deposit is required to book the event. The deposit will be refunded in full once it has been verified that the building and surrounding areas are free of damage, not missing any items, and has been cleaned appropriately. If the facility is not cleaned as stated above, is damaged in any way, or if any provision and rule in this agreement is not adhered to, your deposit or part of your deposit will be FORFEITED.

23. **Other Fees:** For any lost City of LaBelle Facility Rental Agreement there will be a copy charge of $2.00 per page. You will need your rental agreement for HCSO.

24. **Hendry House:** Under no circumstance shall you use any of the rooms in Hendry Hou
floor. Absolutely NO cooking or use of any cooking warmers inside the house.
    - The Capt. Francis A. Hendry House is a historic site in LaBelle, Florida.

**RATES:**

| Facility: | Rent: | Tax: | Deposit: | Total: | Lost Key: | Non- Profit Weekend Rent: | Non- Profit Weekend Deposit: | Non- Profit Mon-Thurs Rent: | Non- Profit Mon-Thurs Deposit: |
|---|---|---|---|---|---|---|---|---|---|
| Civic Center | $2,500 | NO TAX | $ 500 | $3,000.00 | $ 250 | $500 | $ 250 | $ - | $ 250 |
| Hendry House | $ 500 | NO TAX | $ 250 | $ 750.00 | $ 100 | $ - | $ 100 | $ - | $ 100 |
| Barron Park | $ 250 | NO TAX | $ 100 | $ 350.00 | $ 100 | $ - | $ 100 | $ - | $ 100 |

**Lessee shall assume all liability for any injury or damage that may arise from any act, intentional or unintentional, that occurs in, on or about the leased facility and any area under control of the Lessee during the leased period as indicated above. Lessee shall indemnify Lessor against any and all claims filed by parties injured or damaged in, on or about the leased facility. While source shall not be liable in any manner for any loss, injury or damage occurred by Lessee from acts of theft, burglary, or vandalism committed by either identified or unidentified parties including acts committed by or against the Lessee or agents, employees, or guests of Lessee or are committed against the leased facility. The Lessor will provide no security for the leased premises and Lessee shall be responsible for all expenditures relating to arranging security precautions that they deem necessary for the safety or personnel, guests, or property of Lessee and guests located on the leased facilities. Nothing herein shall be construed to extend Lessor's liability beyond that provided in section 768.28, Florida Statutes.**

***Subject to Change:*** *City of LaBelle is entitled to amend this Contract it's conditions and prices at any time and without prior notice. The City of LaBelle reserves the right to cancel any scheduled event because of an unforeseen emergency or any other reason deemed by the Commissioners to be in the best interest of the City and Citizens of LaBelle. Such Cancelled Events will be fully refunded. The City of LaBelle will not be liable for any of those cancellations.*

*By signing below, you agree to all terms and conditions stated above.*

This lease made and entered into this 15 day of January, 20 26
in LaBelle, Hendry County, Florida.

Lisa Sands
Lessee: Print Name

Lessee: Signature

Yordanys Ramirez
Lessor: City of LaBelle

# LaBelle Fire Department

Brent R Stevens
Fire Chief
280 South Main Street LaBelle, Florida 33935
bstevens@citylabelle.com


February 24, 2026

To: City of LaBelle

From: Brent R Stevens, Fire Chief

Re: Swing into Spring

To Whom It May Concern,

This letter is to inform you that the LaBelle Fire Department does not have any objections to the Swing into Spring event using the location of 481 SR80 W LaBelle, FL 33935 for their event on Saturday, April 11th from 5:00 p.m. to 8:00 p.m.

The fire department understands that the event will have approximately 250 +/- people in attendance. If the organizers determine prior to the event that the number will increase to 1000 or more, a full emergency action plan will be required.

Fireworks are NOT permitted.
Cooking is NOT permitted inside the LaBelle Civic Center.

Due to the attendance of 250 people, crowd management of (1) certified crowd manager is needed:
3hrs @ $52.00 per hour

Total: $156.00

If you have any further questions, please feel free to contact me.
Chief Brent R. Stevens
LaBelle Fire Department
Office 863-675-1537
bstevens@citylabelle.com

# Hendry County Public Safety

PO Box 1760
LaBelle, Florida 33975-1760
Phone (863) 674-5412 Fax (863) 612-0723

AMY STAFFORD
OPERATIONS CHIEF
AMY.STAFFORD@HENDRYFLA.NET

SHEILA SHELTRA
EMS COORDINATOR
SHEILA.SHELTRA@HENDRYFLA.NET

DR. T. WEBER, M.D
MEDICAL DIRECTOR


03/04/2026

To Whom it May Concern,

I have been contracted by United Way in reference to Swing into Spring event being held at LaBelle Civic Center on April 11, 2026. Hendry County EMS does not have objection to this event as it will not cause any additional coverage.

If you have any questions please feel free to contact me.


***Amy M. Stafford***
***Hendry County Public Safety***
***EMS/Fire Operations Chief***
***(863)674-5412(Office)***
***amy.stafford@hendryfla.net***

"The City Under the Oaks"

# City of LaBelle
# Board of Commissioners
# Agenda Request

To: Honorable Mayor and City Commission

Prepared By: Mitchell Wills, Superintendent of Public Works

Date of Meeting: MARCH 12TH 2026

Date Submitted: MARCH 3RD

Title of Agenda Item: NEW SCHOOL ZONE

Agenda Location: Non-Hearing

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Report in brief: A joint request from the Hendry County School District and the Hendry County Sheriff's Office - a designated school zone on Jaycee Lyons Drive adjacent to the LaBelle Elementary School

Staff Comments: Recommend to install

Fiscal Impact: signage, paint, staff time -

Has the request been budgeted? NO

Recommended Actions: APPROVE AND PROCEED

Dedicated to Excellence in Educa
ALL IN ALL THE T

**Hendry County School District**

February 17, 2026

Honorable Julie C. Wilkins
Mayor, City of LaBelle
481 W. Hickpochee Ave.
LaBelle, FL 33935

Re: Request Consideration for Additional School Zone

Dear Mayor Wilkins and LaBelle City Commission,

We are requesting consideration for the establishment of a designated school zone on Jaycee Lyons Drive adjacent to the LaBelle Elementary School. This request is based on our concerns about the safety of the students, parents, school staff and community members who regularly travel on this roadway during school hours.

During school arrival and dismissal times, traffic congestion and speeds along this section of Jaycee Lyons Drive create conditions that pose a safety risk to children walking or being dropped off for school.

Creating a school zone with appropriate signage and pavement markings would allow for further collaborative efforts between the City of LaBelle, school district and Sheriff's Office, which could significantly improve pedestrian safety and encourage drivers to exercise greater caution. These measures would align with the City's commitment to protecting children and promoting safe neighborhoods.

We respectfully ask that the City evaluate this location and consider implementing a school zone as soon practicable. To aid this decision, we are providing a map which indicates the possible beginning and ending locations of the proposed school zone. Thank you for your consideration.

Sincerely,

Michael Swindle
Superintendent of Schools

**Map Legend**

- Suggested start and end to proposed school zone
- Existing pedestrian crosswalk

Sheriff Hendry County

STEVE WHIDDEN, SHERIFF

February 16, 2026

Honorable Julie C. Wilkins
Mayor, City of LaBelle
481 W. Hickpochee Ave.
LaBelle, FL 33935

Re: Request Consideration for Additional School Zone

Dear Mayor Wilkins and LaBelle City Commission,

We are requesting consideration for the establishment of a designated school zone on Jaycee Lyons Drive adjacent to the LaBelle Elementary School. This request is based on our concerns about the safety of the students, parents, school staff and community members who regularly travel on this roadway during school hours.

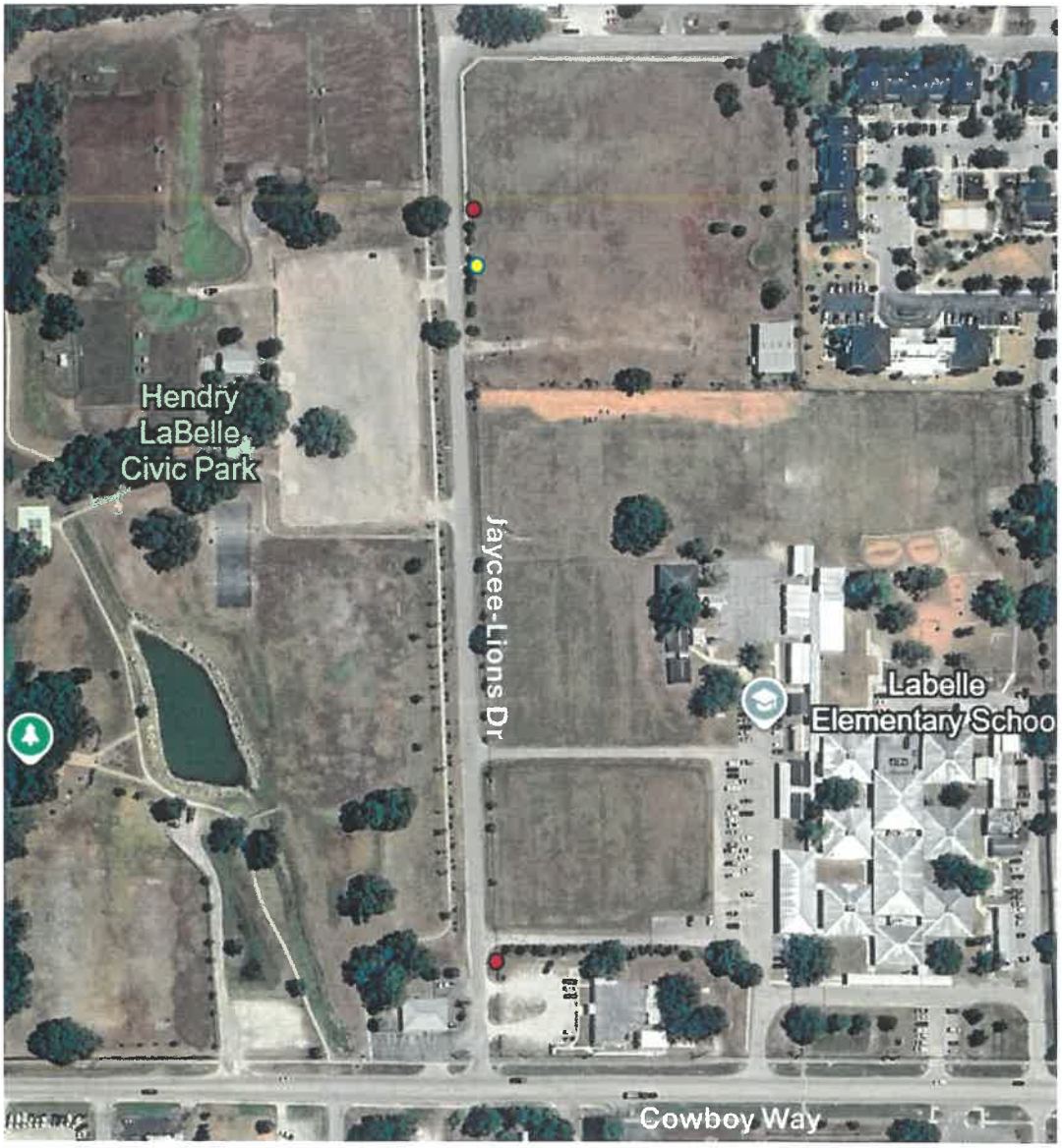
During school arrival and dismissal times, traffic congestion and speeds along this section of Jaycee Lyons Drive create conditions that pose a safety risk to children walking or being dropped off for school.

Creating a school zone with appropriate signage and pavement markings would allow for further collaborative efforts between the City of LaBelle, school district and Sheriff's Office, which could significantly improve pedestrian safety and encourage drivers to exercise greater caution. These measures would align with the City's commitment to protecting children and promoting safe neighborhoods.

We respectfully ask that the City evaluate this location and consider implementing a school zone as soon practicable. To aid this decision, we are providing a map which indicates the possible beginning and ending locations of the proposed school zone.

Thank you for your consideration.

Kevin Nelson, Chief Deputy




**Map Legend**

- Suggested start and end to proposed school zone
- Existing pedestrian crosswalk

"The City Under the Oaks"

# City of LaBelle
# Board of Commissioners
# Agenda Request

| | |
|---|---|
| To: | Honorable Mayor and City Commission |
| Prepared By: | Mitchell Wills, Superintendent of Public Works |
| Date of Meeting: | MARCH 12TH, 2026 |
| Date Submitted: | MARCH 3RD, 2026 |
| Title of Agenda Item: | Grant Funded GIS MAPPING |
| Agenda Location: | NON HEARING ITEMS TO DISCUSS |

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| | |
|---|---|
| Report in brief: | Southeast Rural Community Assistance Partnership Inc, receives USDA- grant funding to assist communities with GIS mapping of their water and wastewater systems. The grant covers 1 year of a GIS program. Labelle will be the owner of the collected information and trained to use the program. |
| Staff Comments: | The county is signed up to receive their services. This would save the city thousands of dollars and give the staff real time information. |
| Fiscal Impact: | no cost to the city |
| Has the request been budgeted? | n/a |
| Recommended Actions: | Approve project |

**CITY OF LABELLE, FLORIDA**
**Planning Staff Report**
**For**
**LaBelle Riverside PUD**

**TYPE OF CASE:** PUD Rezone

**STAFF REVIEWER:** Patty Kulak

**DATE:** March 12, 2026

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

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

**REQUEST:** Amend/extend the previous approval for a PUD rezoning approval for the 9.35+/-acre subject property from Multi-Family Residential (R-3) and Business Professional (B-1) to Planned Unit Development (PUD) to allow for a maximum of 93 multi-family dwelling units and 5,000 SF of commercial uses. The PUD has expired per Condition 15 of Ordinance 2020-13.

**LOCATION:** South of Cowboy Way and ¼ mile east of Martin Luther King Jr. Blvd. (See Location Map)

**PROPERTY SIZE:** 9.35+/-acres

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

| | |
|---|---|
| Existing Future Land Use Designation: | Residential & Commercial (Outlying Mixed Use Future Land Use Map Amendment Pending) |
| Existing Zoning: | Multi-Family Residential (R-3) & Business Professional (B-1) |
| Land Use: | Agriculture (citrus crops) |

**SURROUNDING LAND USE:**

**North:** FLU – Residential
Zoning – Residential Medium Density (R-1)
Land Use – Right-of-Way (Cowboy Way); Mobile Homes

**South:** FLU – Agriculture (Hendry County)

Zoning – Agriculture (A-2)
Land Use – Right-of-Way (Mary Street); Public (David Pratt Park)

**East:** FLU – Residential High Density (Hendry County)
Zoning – Residential High Density (RG-3M)
Land Use – Residential (Single-Family & Mobile Homes)

**West:** FLU – Residential High Density (Hendry County)
Zoning – Residential High Density (RG-3M)
Land Use – Residential (Single-Family & Mobile Homes)

**REVISIONS SINCE 1ST READING.:**

No changes were requested by the Board during the February 12, 2026 Commission Hearing. The application provided the requested Hendry County Planning to document their review and support for the secondary connection and multi-use path.

**REVISIONS SINCE L.P.A.:**

Based on the submitted PUD Master Concept Plan Addendum, the proposed amendments are limited in scope and focus on refining site design and functionality, and extending the PUD expiration date for 5 years from approval. The revisions include an increase in the multi-family parking ratio from 1.5 spaces per unit to 2.0 spaces per unit, with additional parking spaces added accordingly to meet current Land Development Code requirements. The plan also introduces a playground area adjacent to the community gathering space, adds a secondary optional access drive along the southern portion of the site to improve emergency access and circulation, and makes minor adjustments to the internal multi-use path to accommodate the revised driveway layout while preserving existing oak trees

**STAFF NARRATIVE:**

Henry A. Fish – Arrowhead Investments of SWFL, LLC (“Applicant”) is requesting approval of an amendment to the previously approved Planned Unit Development (PUD) for the 9.35± acre subject property. The original PUD approval allowed for up to 5,000 square feet of commercial uses, 93 multi-family dwelling units, private on-site recreational amenities, and supporting infrastructure, concurrent with approval of a Future Land Use Map amendment re-designating the property to the Outlying Mixed-Use future land use category. The commercial uses were limited in nature to neighborhood-serving commercial retail and services.

The current request does not increase the approved residential density, commercial square footage, or modify the schedule of uses. Instead, the amendment is limited to revisions to the PUD Master Concept Plan intended to refine site design and address operational and safety considerations and extend the PUD approval. Specifically, the applicant proposes to revise the parking ratio for the multi-family component from 1.5 spaces per unit to 2.0 spaces per unit, with corresponding additional parking spaces added to the site. Additional minor site modifications include the incorporation of a playground area near the community gathering space, adjustments to the internal multi-use path, and the addition of a secondary access drive along the southern portion of the

property to improve circulation and emergency access while minimizing impacts to existing oak trees.

The property is surrounded by a mix of non-residential and residential uses, including single-family dwellings, mobile homes, and farmworker housing to the east and west. Along the Cowboy Way frontage, the land use pattern includes commercial and light industrial uses. A large park known Davis Pratt Park, abuts the property to the south.

All lands to the south, east and west are within unincorporated Hendry County. These lands are designated as Residential High Density. This future land use category allows residential uses up to 10 dwelling units per acre and mixed-use development with commercial uses up to a Floor Area Ratio of 1.0 (for example, a one acre property could be developed with up to 43,560 SF of commercial uses under this FAR limitation). The surrounding lands are also zoned Residential High Density Mobile Home (RG-3M).

**PROPOSED DEVELOPMENT**

The overall layout of the proposed community is depicted on the Master Concept Plan, attached as Exhibit D. Primary access to the site is provided via one (1) full-access driveway from Cowboy Way. An additional, optional secondary ingress and egress connection is proposed along the southern portion of the site to Mary Street to accommodate emergency access. If gated, this access will be equipped with an approved Knox Box or keypad system. A pedestrian connection to Davis Pratt Park is also provided along the southern boundary. A 10-foot-wide streetscape buffer is proposed along the Cowboy Way frontage in compliance with the LDC.

The Master Concept Plan demonstrates a commercial outparcel containing 5,000 SF of commercial space along the Cowboy Way frontage, with the bulk of the property proposed for multi-family buildings and accessory recreational uses. The proposed Schedule of Use limits this parcel to neighborhood commercial/lower intensity commercial uses.

The residential component consists of 93 multi-family dwelling units distributed among six (6) buildings, each limited to a maximum height of two (2) stories. Five-foot-wide Type “A” landscape buffers are provided along the eastern and western property lines. While the LDC does not require perimeter buffers where multi-family development abuts single-family uses, the inclusion of these buffers represents an enhancement to the City’s minimum design standards. The proposed density of 10 du/acre is consistent with the adjacent Hendry County maximum densities per the County’s High Density Residential FLU category.

Private, on-site recreational amenities, including a community building, community gathering areas, and a playground, are centrally located within the site to minimize impacts to adjacent properties. These amenities are integrated with internal pedestrian circulation and open space areas.

Parking is proposed in accordance with the LDC requirement of two (2) spaces per multi-family dwelling unit. The revised Master Concept Plan reflects an increased parking supply to meet this standard. Staff recommends a condition of approval to ensure parking is provided consistent with the LDC and to require that parking areas

adjacent to amenity spaces be designed to accommodate guest and overflow parking needs.

The Property will connect to the City's potable water and sanitary sewer system via developer-funded improvements and extensions of existing utility lines. Wastewater service will be provided via gravity sewer mains, an onsite lift station, and a force main to the nearest viable connection point. Two potential connection points are an existing 4" force main approximately 1,000 feet east of this project near the Hendry LaBelle Civic Park, and an existing 4" force main approximately 2,000 feet east of this project near LaBelle Elementary School. The City of LaBelle Superintendent of Public Works has noted that utility capacity will be determined at the time of site construction plan permitting.

The City of LaBelle Fire Chief has commented that the site must connect to municipal water services to provide adequate flow to an on-site hydrant system and sprinklers within the buildings.

The subject property contains a total of 58 significant oak trees. The Master Concept Plan proposes the preservation of 41 significant oak trees, with tree placement and internal circulation designed to minimize impacts. Standard conditions are included to require mitigation for any trees approved for removal through on-site replacement planting in accordance with City requirements

**COMPATIBILITY**

The proposed Schedule of Use limits this parcel to neighborhood commercial/lower intensity commercial uses, which is appropriate to locate adjacent to the proposed multi-family uses and along the Cowboy Way frontage.

A streetscape buffer is provided in accordance with the LDC to enhance views along the public roadway. The MCP provides for a 5-foot wide Type "A" buffers along the eastern and western property lines, in addition to a 6' tall privacy (opaque) fence, which is in excess of the LDC requirements.

The proposed density is approximately 10 du/acre, which is consistent and below the maximum attainable density allowed in the Town Center sub-district of the Outlying Mixed-Use future land use category and consistent with the approved density in abutting Hendry County lands. This density strikes a balance between lower density single-family uses to the east and west, and the higher intensity commercial frontage along Cowboy Way. It is also appropriate to locate higher density residential uses proximate to public facilities, such as parks and schools, which are in the immediate area. Building heights are appropriately limited to 45 feet.

Based upon the conditions for streetscape plantings and perimeter buffers, architectural consistency throughout the project, standards for perpetual maintenance of common areas, and the City's intent to direct higher density development to areas with existing infrastructure, Staff finds the PUD compatible with the surrounding neighborhood.

**FUTURE LAND USE/COMPREHENSIVE PLAN COMPLIANCE**

The Property is proposed for designation within the Outlying Mixed-Use future land use category and is further designated as a "Town Center" based upon the parcel size of 9.35+/-acres. Town Centers include developments up to 14 acres in size and are intended for higher residential density, office, and commercial retail uses. Non-residential uses will be concentrated along major street frontages and will have direct access to a collector or arterial street with interconnection between developments strongly encouraged.

The site has frontage on Cowboy Way, an arterial roadway, which provides an opportunity for both commercial frontage and higher density residential in a mixed-use development. In addition to compliance with the underlying future land use category, the PUD is consistent with the following Goals, Objectives and Policies of the City's Comprehensive Plan:

**Future Land Use Objective 1.2 (Balanced Urban Growth)**

The PUD will facilitate a compact development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in a mixed-use land use designation. The site is located in an urbanized portion of the City with available infrastructure to serve the project.

**Future Land Use Policy 1.3.2 (Outlying Mixed Use Land Use Category)**

The PUD is consistent with the intent of the Outlying Mixed-Use future land use category provide for integrated mixed-use development. The proposed density of 10 du/acre is below the maximum permitted density of 14 du/acre allowed in the Town Center sub-district, for parcels 14 acres in size or less. This subdistrict encourages higher density residential development and commercial in locations with direct access to arterial and collector streets. The development has been proposed in the form of a Planned Unit Development, as required by this policy.

**Transportation Element Objective 2.4 (Provision of Multi-modal Transportation)**

As conditioned, the PUD will ensure that internal sidewalks are constructed to provide a variety of transportation opportunities for residents.

**Housing Element Policy 3.1.1 (Affordable Housing)**

The PUD directly supports the City's policy to encourage and promote development controls that provide flexibility and innovation in residential design, and permit a range of housing types, sizes, styles, and price ranges.

**Housing Element Policies 3.11.2 & 3.11.3 (New Housing Developments)**

The PUD will allow for residential development in areas within, or adjacent to, established growth areas of the City, and where adequate and necessary public facilities and services are available.

**Infrastructure Element Policy 4.3.2 (Surface Water & Groundwater Quality)**

The PUD will connect to potable water and sanitary sewer services, eliminating the potential for well and septic tanks on the property, and thereby supporting the City's policy to uphold the quality of public surface and groundwater supply sources.

**Recreation and Open Space Element Policy 6.7.1 & 6.7.3 (Private Parks)**

As conditioned, the PUD will provide for private, on-site recreation space and landscaping for aesthetic and energy conservation purposes. The site is also proximate to public parks.

**STAFF RECOMMENDATION:**

Staff finds that the PUD is consistent with the Land Development Code and the Comprehensive Plan and recommends **APPROVAL** with the following conditions:

1. The Rezone request applied to the property is described in Exhibit 'A'.
2. The PUD is limited to a maximum of 93 multi-family dwelling units and 5,000 SF of commercial uses.
3. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'.
4. Development Standards will conform to the Development Standards Table, attached as Exhibit 'C'.
5. All development must conform to the general design of the Master Concept Plan contained in Exhibit 'D' and the requirements of the Land Development Code.
6. All residential buildings (including amenity structures), signage and accessory structures within the development must have consistent architectural theme and color palette.
7. Site construction plans must demonstrate an internal sidewalk system to connect the residential buildings to on-site amenities and recreational areas, parking, and to the external sidewalk network.
8. Development must connect to the City's potable water and sanitary sewer system. A demonstration of capacity will be required at the time of development, in addition to sufficient water pressure for a hydrant system and sprinklers within the building, if required by the Florida Building Code and NFPA fire prevention code.
9. The developer/owner or their designee, which may include a property owners association (POA) or homeowner's association (HOA) must maintain common areas, parking areas, and infrastructure within the community. If a POA/HOA is established, documents must be provided to the City at the time of site construction plan permitting.
10. A minimum of 30% of the development, or 2.8+/- acres, of open space shall be provided within the PUD. At minimum of 10%, or 0.93+/-acres of the site must be in the form of useable open space as defined in the Land Development Code, and which may include both passive and active recreational uses.
11. A minimum of 2 parking spaces per dwelling unit must be provided on the site construction plans. This may include parking spaces in private garages and driveways for townhome dwelling types. In addition, the amenity site must include a minimum of three (3) parking spaces.
12. Dumpsters, recycling facilities and service areas must be setback a minimum of 25 feet from the PUD boundary and screened via an opaque wall or fence.

13. A streetscape buffer must be provided along Cowboy Way in accordance with the LDC. A 6-foot tall opaque fence and a 5-foot wide Type A buffer must be provided along the eastern and western property lines.
14. This PUD authorizes the removal of seventeen (17) significant oak trees, to be replanted on-site with Live Oak trees in accordance with LDC Section 4-80.16.5. If additional significant oak trees must be removed to develop the project in accordance with the Master Concept Plan, the removal of any additional trees must be mitigated in accordance with LDC Section 4-80.16.5 without further review by the Commission.
15. The PUD Master Concept Plan will remain valid for not more than five (5) years from the date of City Commission approval. Horizontal construction must commence within five (5) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval must be filed and approved by the City Commission. A one (1) time extension of three (3) years may be submitted to the City prior to vacation of the MCP for administrative approval, where Staff determines the LDC regulations applicable to the development of the PUD have not substantially changed. If Staff determines the LDC regulations have substantially changed since adoption of the PUD, the extension must be reviewed by the City Commission during one (1) public hearing.

**LOCAL PLANNING AGENCY RECOMMENDATION:**

The LPA recommended that the PUD is consistent with the Land Development Code and the Comprehensive Plan and recommended **APPROVAL** with modified conditions as contained herein during their December 11, 2025 meeting.

**SUGGESTED MOTION(S):**

**APPROVAL:**

I make a motion to approve LaBelle Riverside PUD.

**APPROVAL WITH CONDITIONS:**

I make a motion to approve LaBelle Riverside PUD, with the following condition(s):

1) as outlined in the staff report;
**OR**
2) as outlined in the staff report and amended as follows;
**OR**

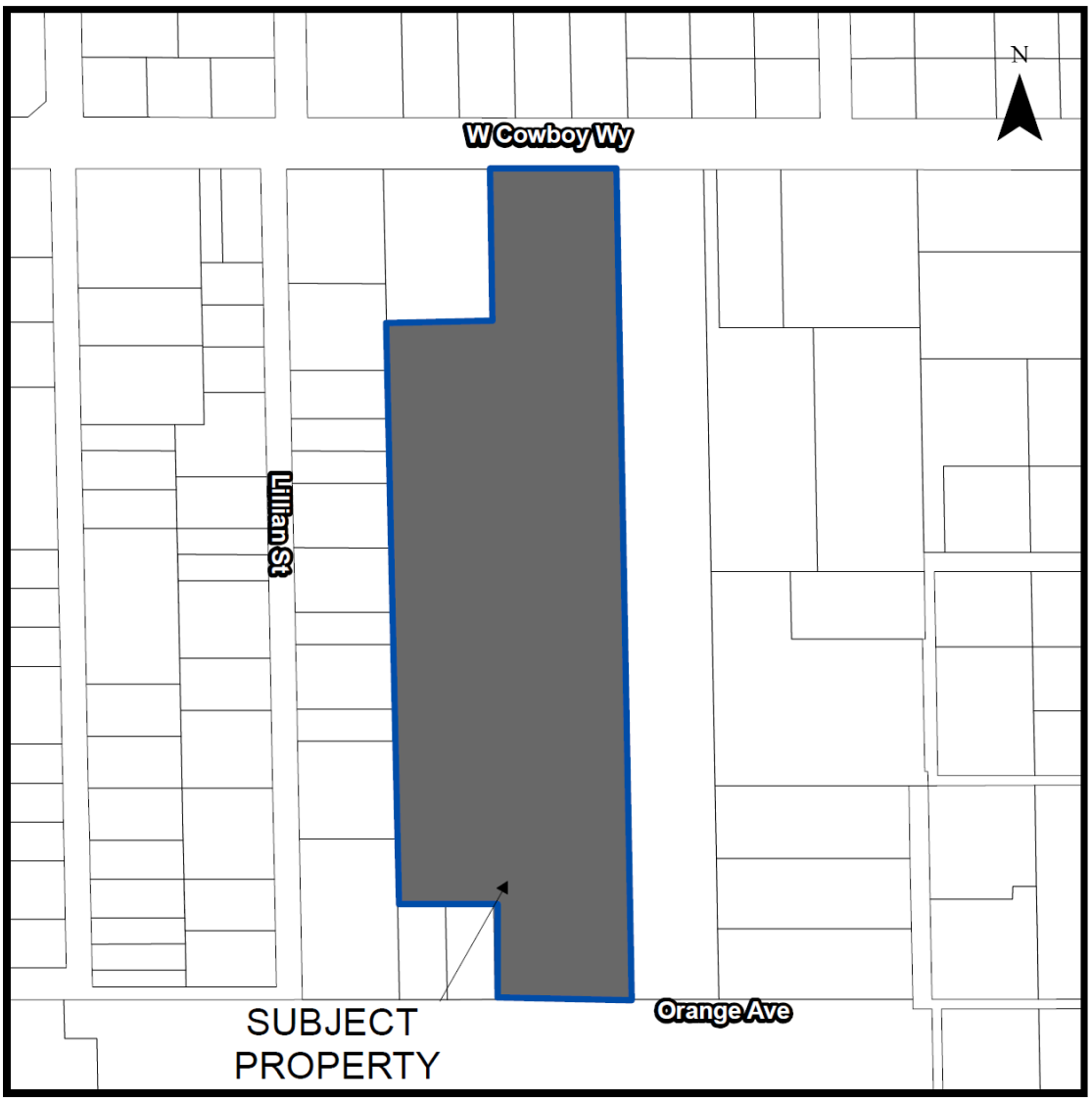
3) with the following conditions:

**DENIAL:**

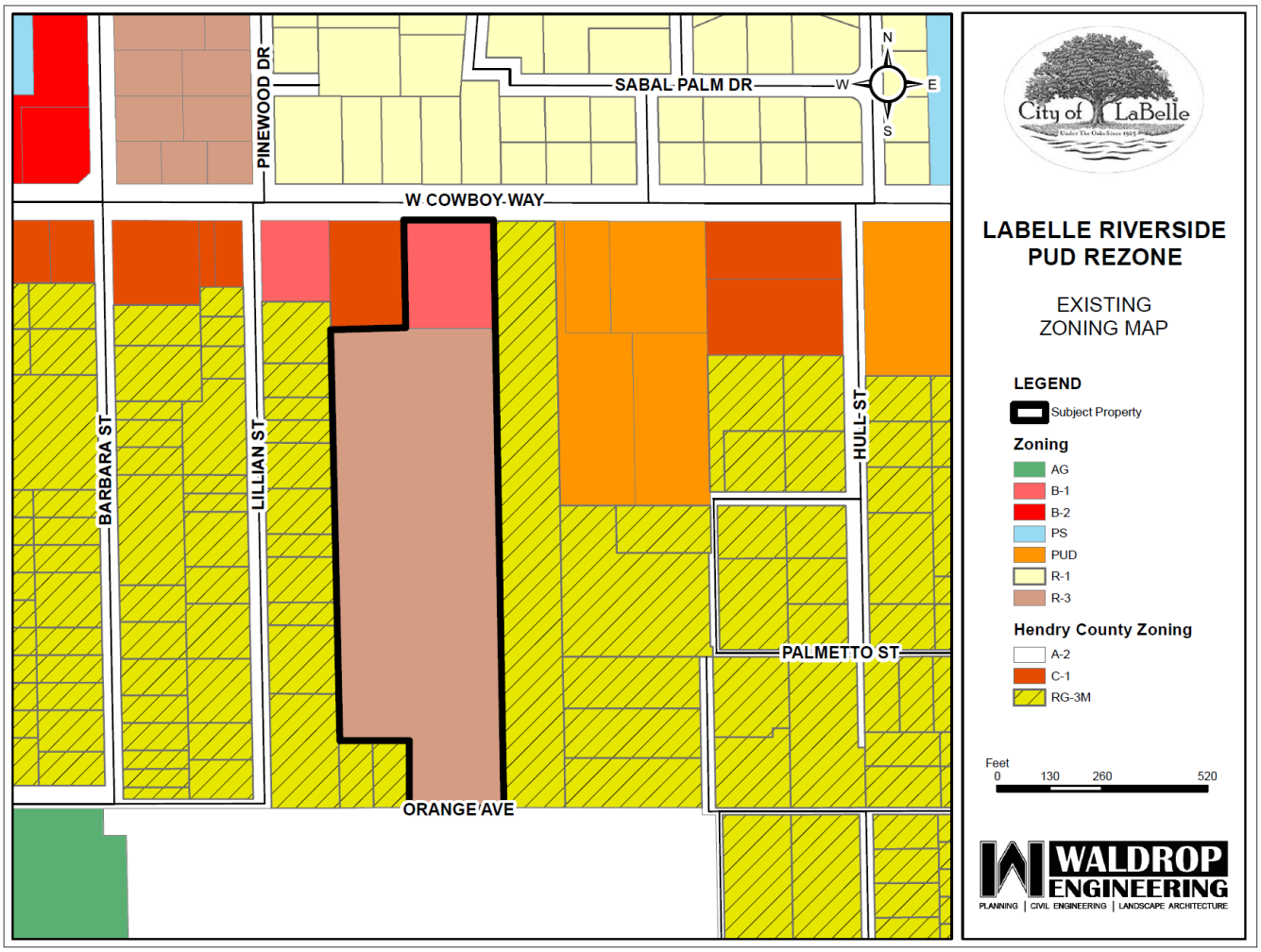
I make a motion to deny LaBelle Riverside PUD. The request does not meet the rezoning/PUD criteria:

1) …. Why?

## LOCATION MAP



# CURRENT ZONING MAP



# PROPOSED ZONING MAP

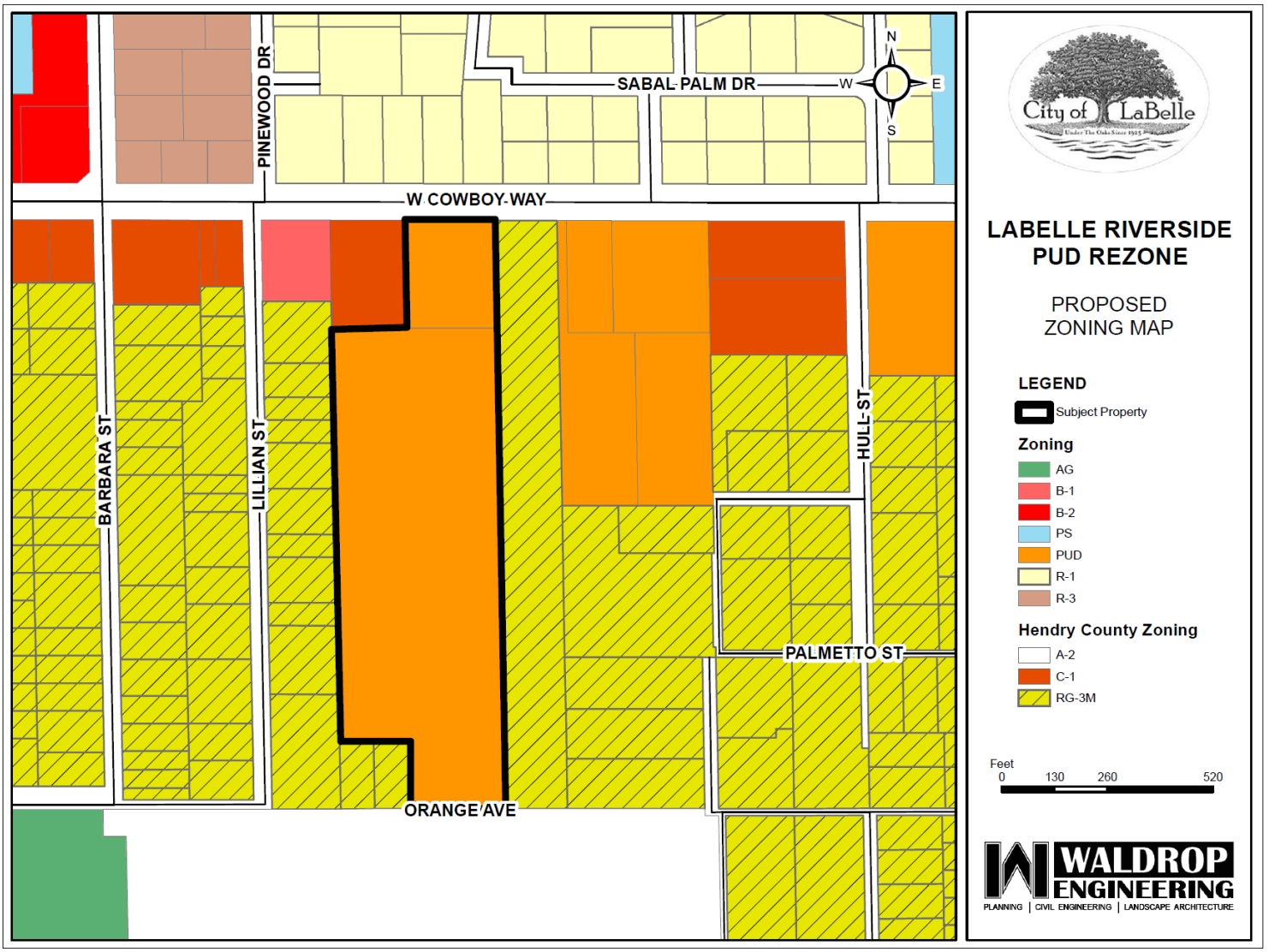


**EXHIBIT A**
**LEGAL DESCRIPTION**

ALL OF LOT 2, OF THE W.T .WILLIAMS SUBDIVISION, LOT 2, BEING THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA.

LESS
ROAD RIGHT OF WAY OVER THE NORTH 40 FEET THEREOF.
AND LESS THE EAST 135.45 FEET THEREOF, AS DESCRIBED IN OFFICIAL RECORDS BOOK 667, PAGE 1860, PUBLIC RECORDS HENDRY COUNTY, FLORIDA.

AND TOGETHER WITH:
THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17,
LESS THE NORTH 276 FEET THEREOF.

AND LESS THE WEST 150 FEET OF THE SOUTH 145 FEET THEREOF.

**EXHIBIT B**

## SCHEDULE OF USES

Residential Tract

Accessory Residential Uses
Permitted accessory and storage buildings:
- Children's playhouses
- Patios
- Gazebos
- Private barbeque pits or pavilions
- Noncommercial greenhouses and plant nurseries
- Swimming pool

Essential services, such as but not limited to cable, fiber optic, public utilities
Fences and walls in accordance with LDC Chapter 4
Gates and gatehouses
Model Home/Unit
Management Office
Recreational amenities, private, on-site
Residential dwellings (limited to a maximum of 93 dwelling units)
- Multi-family dwellings

Signs in accordance with LDC Chapter 4

Commercial Tract

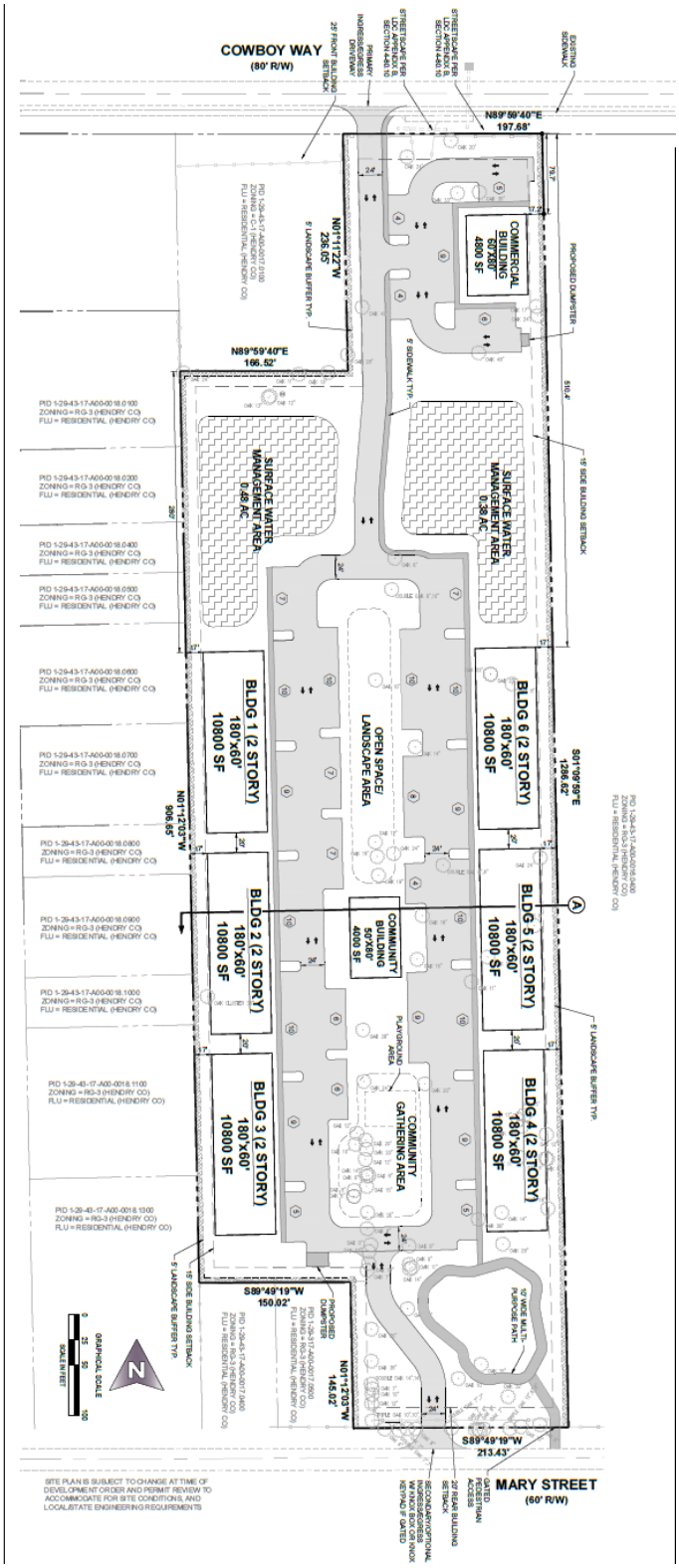
Accessory uses/structures
Daycare
Health care, limited to walk-in clinic
Religious Assemblies/Church
Essential services
Indoor amusement
Animal Sales and Service, limited to pet grooming, retail sales, clinic (no boarding, no outdoor runs)
Financial institutions
Food and beverage sales/establishments, limited to restaurants, wholesale bakeries
Offices, medical and general
Personal services
Retail sales/rental establishments, no heavy equipment, lumberyards, building supplies. No outdoor storage

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

| | Multi-Family[1] | Commercial | Amenity/Clubhouse |
|---|---|---|---|
| Min. Lot Size | N/A | 5,000 SF | N/A |
| Min. Depth | N/A | 100’ | N/A |
| Min. Width | N/A | 50’ | N/A |
| Maximum Height(1) | 45’/2 stories | 35’/2 stories | 35’/2 stories |
| Maximum Lot Coverage | 40% | 50% | 40% |
| Minimum Unit Size | 800 SF | N/A | N/A |
| **BUILDING SETBACKS** | | | |
| Street/Front | 25’ | 25’ | 25’ |
| Side | 15’ | 15’ | 15’ |
| Rear (Principal) | 20’ | 20’ | 20’ |
| Rear (Accessory) | 5’ | 10’ | 5’ |
| Waterbody | 20’ | 20’ | 20’ |
| Minimum Building Separation | ½ Building Height | 15’ | 15’ |

1. Multi-family buildings must be setback from the PUD perimeter a distance equal to ½ the building height, as defined in the LDC.

# EXHIBIT D
# MASTER CONCEPT PLAN (see also 11X17 attached)



**CITY OF LABELLE**
**ORDINANCE 2025-08**
**LABELLE RIVERSIDE PLANNED UNIT DEVELOPMENT AMENDMENT**

**AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-13 FOR THE LABELLE RIVERSIDE PLANNED UNIT DEVELOPMENT LOCATED IMMEDIATELY SOUTH OF COWBOY WAY AND ¼ MILE EAST OF DR. MARTIN LUTHER KING JR. BLVD; AMENDING THE CONDITIONS OF APPROVAL; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, LaBelle Riverside, Inc. is the "Owner" of real property, located at 615 W. Cowboy Way, City of LaBelle, Florida, further described in Exhibit "A", attached hereto;

**WHEREAS**, the City of LaBelle adopted the Outlying Mixed-Use future land use category on the subject property to allow for development of master-planned communities providing a full range of residential and non-residential uses; and

**WHEREAS,** the Owner, filed an application to rezone the subject property to Planned Unit Development to allow for the development of a residential community consistent with the City's intent for the Outlying Mixed-Use future land use category; and

**WHEREAS,** after a duly advertised public hearing held on December 11, 2025, before the LaBelle Local Planning Agency "LPA", and duly advertised public hearings on February 12, 2026, and March 12, 2026 before the City of LaBelle City Commission; and,

**WHEREAS**, the City Commission for the City of LaBelle has determined that the requested PUD rezoning is in compliance with the land use designation of "Outlying Mixed-Use" and approval of the rezoning application will further the goals and objectives of the City of LaBelle Comprehensive Plan; and,

**WHEREAS**, the subject application and plans have been reviewed by City of LaBelle Planning Department in accordance with applicable regulations for compliance with all terms of the administrative approval procedures; and

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

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

**Section 2.** The above-mentioned Planned Unit Development (PUD) is hereby amended, upon a finding that this is the most appropriate use of the property and this use will promote, protect and improve the health, safety, comfort, good order, appearance, convenience and general welfare of the public subject to the following conditions:

1. The Rezone request applied to the property is described in Exhibit 'A'.
2. The PUD is limited to a maximum of 93 multi-family dwelling units and 5,000 SF of commercial uses.
3. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'.
4. Development Standards will conform to the Development Standards Table, attached as Exhibit 'C'.
5. All development must conform to the general design of the Master Concept Plan contained in Exhibit 'D' and the requirements of the Land Development Code.
6. All residential buildings (including amenity structures), signage and accessory structures within the development must have consistent architectural theme and color palette.
7. Site construction plans must demonstrate an internal sidewalk system to connect the residential buildings to on-site amenities and recreational areas, parking, and to the external sidewalk network.
8. Development must connect to the City's potable water and sanitary sewer system. A demonstration of capacity will be required at the time of development, in addition to sufficient water pressure for a hydrant system and sprinklers within the building, if required by the Florida Building Code and NFPA fire prevention code.
9. The developer/owner or their designee, which may include a property owners association (POA) or homeowner's association (HOA) must maintain common areas, parking areas, and infrastructure within the community. If a POA/HOA is established, documents must be provided to the City at the time of site construction plan permitting.
10. A minimum of 30% of the development, or 2.8+/- acres, of open space shall be provided within the PUD. At minimum of 10%, or 0.93+/-acres of the site must be in the form of useable open space as defined in the Land Development Code, and which may include both passive and active recreational uses.
11. A minimum of 2 parking spaces per dwelling unit must be provided on the site construction plans. This may include parking spaces in private garages and driveways for townhome dwelling types. In addition, the amenity site must include a minimum of three (3) parking spaces.
12. Dumpsters, recycling facilities and service areas must be setback a minimum of 25 feet from the PUD boundary and screened via an opaque wall or fence.
13. A streetscape buffer must be provided along Cowboy Way in accordance with the LDC. A 6-foot tall opaque fence and a 5-foot wide Type A buffer must be provided along the eastern and western property lines.
14. This PUD authorizes the removal of seventeen (17) significant oak trees, to be replanted on-site with Live Oak trees in accordance with LDC Section 4-80.16.5. If additional significant oak trees must be removed to develop the project in accordance with the Master Concept Plan, the removal of any additional trees must be mitigated in accordance with LDC Section 4-80.16.5 without further review by the Commission.
15. The PUD Master Concept Plan will remain valid for not more than five (5) years from the date of City Commission approval of this 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.

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

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

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

**PASSED AND ADOPTED** in open session this _____ day _____, 2026.

THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest:_____
Tijauna Warner, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

| Vote: | AYE | NAY |
|---|---|---|
| Mayor Wilkins | ____ | ____ |
| Commissioner Vargas | ____ | ____ |
| Commissioner Ratica | ____ | ____ |
| Commissioner Holland | ____ | ____ |
| Commissioner Spratt | ____ | ____ |

**EXHIBIT A**
**LEGAL DESCRIPTION**

ALL OF LOT 2, OF THE W.T .WILLIAMS SUBDIVISION, LOT 2, BEING THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA.

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ROAD RIGHT OF WAY OVER THE NORTH 40 FEET THEREOF.
AND LESS THE EAST 135.45 FEET THEREOF, AS DESCRIBED IN OFFICIAL RECORDS BOOK 667, PAGE 1860, PUBLIC RECORDS HENDRY COUNTY, FLORIDA.

AND TOGETHER WITH:

THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17,
LESS THE NORTH 276 FEET THEREOF.
AND LESS THE WEST 150 FEET OF THE SOUTH 145 FEET THEREOF.

**EXHIBIT B**
**SCHEDULE OF USES**

**Residential Tract**

Accessory Residential Uses
Permitted accessory and storage buildings:
- Children's playhouses
- Patios
- Gazebos
- Private barbeque pits or pavilions
- Noncommercial greenhouses and plant nurseries
- Swimming pool

Essential services, such as but not limited to cable, fiber optic, public utilities
Fences and walls in accordance with LDC Chapter 4
Gates and gatehouses
Model Home/Unit
Management Office
Recreational amenities, private, on-site
Residential dwellings (limited to a maximum of 93 dwelling units)
- Multi-family dwellings

Signs in accordance with LDC Chapter 4

**Commercial Tract**

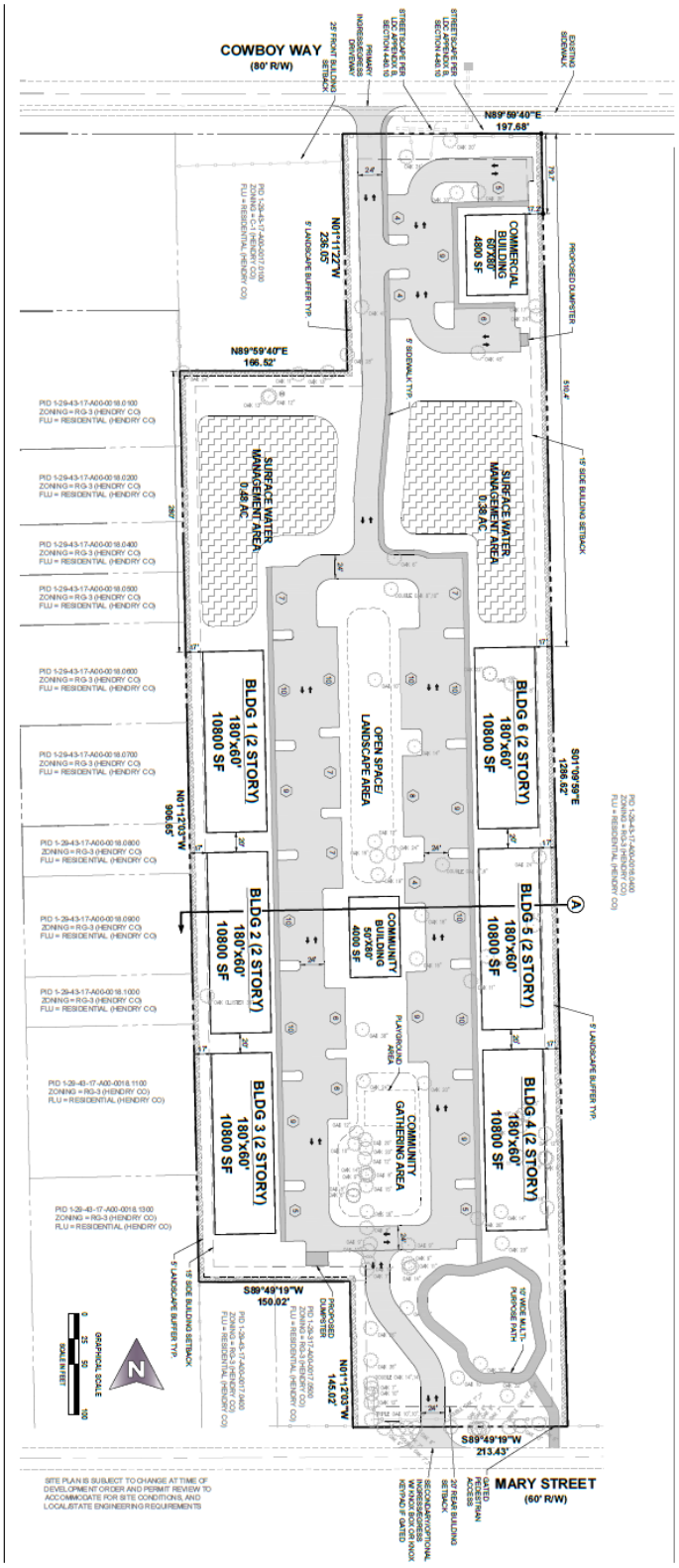
Accessory uses/structures
Daycare
Health care, limited to walk-in clinic
Religious Assemblies/Church
Essential services
Indoor amusement
Animal Sales and Service, limited to pet grooming, retail sales, clinic (no boarding, no outdoor runs)
Financial institutions
Food and beverage sales/establishments, limited to restaurants, wholesale bakeries
Offices, medical and general
Personal services
Retail sales/rental establishments, no heavy equipment, lumberyards, building supplies. No outdoor storage

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

| | Multi-Family[1] | Commercial | Amenity/Clubhouse |
|---|---|---|---|
| Min. Lot Size | N/A | 5,000 SF | N/A |
| Min. Depth | N/A | 100’ | N/A |
| Min. Width | N/A | 50’ | N/A |
| Maximum Height(1) | 45’/2 stories | 35’/2 stories | 35’/2 stories |
| Maximum Lot Coverage | 40% | 50% | 40% |
| Minimum Unit Size | 800 SF | N/A | N/A |
| **BUILDING SETBACKS** | | | |
| Street/Front | 25’ | 25’ | 25’ |
| Side | 15’ | 15’ | 15’ |
| Rear (Principal) | 20’ | 20’ | 20’ |
| Rear (Accessory) | 5’ | 10’ | 5’ |
| Waterbody | 20’ | 20’ | 20’ |
| Minimum Building Separation | ½ Building Height | 15’ | 15’ |

1. Multi-family buildings must be setback from the PUD perimeter a distance equal to ½ the building height, as defined in the LDC.

# EXHIBIT D
# MASTER CONCEPT PLAN



PATRIOT
ENGINEERING COMPANY

January 7, 2026

**RE: PUD Master Concept Plan Addendum Letter**
**Labelle Riverside PUD**
**615 West Cowboy Way**
**LaBelle, FL 33935**

To whom it may concern,

This letter is to outline changes made to above referenced PUD Master Concept Plan. We believe the revised PUD Plan included with this letter will address your concerns for this project.

Listed below is a summary of changes to the PUD Master Concept Plan.

- **Parking Calculation is revised from 1.5 to 2 Spaces Required per Unit.**
- **Additional Parking Spaces are added to accommodate updated parking requirements. The spaces added to be consistent and uniform with previously proposed parking.**
- **Playground Area is added near the Community Gathering Area.**
- **Secondary/Option Access Drive is added to the South of Property Roadway.**
  - **If a Gate is proposed, Knox Box or Keypad is to be provided for Emergency Access.**
  - **Drive is positioned to best accommodate existing Oak Trees.**
  - **Multi-Use Path is revised to best accommodate Newly Proposed Drive Aisle.**

Warm regards,

Justin Ebrite
President & Project Manager
Patriot Engineering Company

1. Submittal rev... Date_____
2. Legal Department: Date_____ Atty_____
3. Planner Review Date_____ Plnr_____
4. Legal Department: Date_____ Atty_____

Date Received _____

File Number: PUD-20 20 - 13

Date Adopted:

**Petitioner:** HENRY A FISH - ARROWHEAD INVESTMENTS OF SWFL LLC
Address: 321 WEST MAIN ST. , IMMOKALEE FL 34142
Telephone #: (239) 657-2579 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:** HENRY A FISH - ARROWHEAD INVESTMENTS OF SWFL LLC
Address: 321 WEST MAIN ST. , IMMOKALEE FL 34142
Telephone #: (239) 657-2579 Fax #: _____ E-mail: _____

Address/Location of Subject Property 615 W COWBOY WAY , LABELLE, FL 33935

Folio Number of Subject Property 2 29 43 17 A00 0016.0000

Legal Description of Property Involved CITY OF LABELLE BEG SE COR OF W 1/2 OF E 1/2 OF NE 1/4 OF NW 1/4-S 89DEG 49M 19S W ALG S LINE 135.45 FT TO POB-CONT 213.50 FT-N 01DEG 15M 05S W 145 FT-S 89DEG 49M 19S W 150 FT-N 01DEG 15M 05S W 906.76 FT- N 89DEG 59M 40S E 167.16 FT-N 01DEG 13M 53S W 276.

Lot Size 9.353 Existing Use of Property 1000 VACANT COMMERCIAL 6730 APIARY/BEE YARD

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

POLE BARN 704SF , GARAGE 352 SF

Existing Zoning PUD Requested Zoning PUD

Existing Comprehensive Plan Designation OUTLYING MIXED USE

Reason for request (proposed use) REQUESTING EXTENSION OF 3 YEARS OF PUD

# AFFIDAVIT

I, HENRY A. FISH 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,** HENRY A. FISH **, 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** 20 **day of** AUGUST **,** 2025**.**

Date: 8-20-25
Signature of owner or authorized agent

Henry Allen Fish
Print or type name of person signing above

Arrowhead Investments of Southwest Florida, LLC
Name of owner/agent entity if a corporation, L.L.C., partnership, or trust

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 Florida )

☐, by Henry Allen Fish who is personally known to me or who has produced FL DL as identification and who did not take an oath.

DARILEE J. COLE
Notary Public - State of Florida
Commission # HH 449211
My Comm. Expires Jan 26, 2028
Bonded through National Notary Assn.

Darilee J Cole
Notary Public
Darilee J. Cole
Print or type name
My Commission Expires: Jan 26, 2028

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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 _____)

☐, by _____ 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: _____

Signature of Petitioner

Henry Allen Fish
Print or type name of person signing above

8-20-25
Date

Signature of Owner

Print or type name of person signing above

Date

Signature of Equitable Owner (if applicable)

Print or type name of person signing above

Date

***NOTE: IF THE PETITIONER WISHES TO BE REPRESENTED BY AN AGENT, THE POWER OF ATTORNEY ON THE FOLLOWING PAGE <u>MUST</u> BE PROPERLY EXECUTED. IF DRAWINGS PREPARED BY AN ARCHITECTURAL, ENGINEERING OR OTHER FIRM ARE SUBMITTED, THE FIRM <u>MUST</u> EXECUTE THE ATTACHED PERMISSION TO REPRODUCE.***

## PROPERTY INFORMATION

| | |
|---|---|
| PARCEL NUMBER: | 2-29-43-17-A00-0016.0000 |
| SITE ADDRESS: | 615 WEST COWBOY WAY, LABELLE, FL 33935 |
| PROPERTY AREA: | 9.35 ACRES |
| EXISTING ZONING: | R-3 / B-1 |
| PROPOSED ZONING: | PUD |
| EXISTING FUTURE LAND USE: | COMMERCIAL & RESIDENTIAL |
| PROPOSED FUTURE LAND USE: | OUTLYING MIXED USE |
| EXISTING USE: | VACANT |
| PROPOSED USE: | MULTIFAMILY/COMMERCIAL |
| FEMA PANEL NUMBER: | 12051C0177D [DATED 07/06/2015] |
| FEMA FLOOD ZONE: | ZONE AE [BFE EL. 17] AND ZONE X |

## PUD MASTER PLAN NOTES

1. MASTER CONCEPT PLAN BASED ON SURVEY OF PARCEL PROVIDED BY H.L. BENNETT RECEIVED 04/15/2020.
2. DETAILED SITE DESIGN SHALL COMPLY WITH CITY OF LABELLE TRAFFIC, UTILITIES, AND FIRE PERMIT REQUIREMENTS. THIS WILL BE ADDRESSED DURING THE SITE DEVELOPMENT PLAN (SDP) PROCESS WITH THE CITY OF LABELLE.
3. DETAILED SITE DESIGN SHALL COMPLY WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) SURFACE WATER MANAGEMENT AND ENVIRONMENTAL REGULATIONS. THIS WILL BE ADDRESSED DURING THE ENVIRONMENTAL RESOURCE PERMITTING PROCESS WITH SFWMD.
4. THE PROPERTY'S CHARACTERISTICS ARE SUITABLE FOR THE INTENDED USE.
5. FLOODING IS NOT ANTICIPATED AS A RESULT OF THE DEVELOPMENT PROPOSED IN THIS PLAN.
6. THE ONSITE SOILS AND ENVIRONMENTAL CHARACTERISTICS ARE NOT ANTICIPATED TO CAUSE ADVERSE IMPACTS TO SURROUNDING AREAS. IT IS RECOMMENDED THAT DEVELOPER OBTAIN A GEOTECHNICAL EXPLORATION AND ENVIRONMENTAL ASSESSMENT OF THE PROPERTY TO CONFIRM THIS.

## PROPERTY DEVELOPMENT REGULATIONS

| | |
|---|---|
| MAXIMUM DENSITY: | 10 UNITS PER ACRE |
| MAXIMUM NO. OF UNITS: | 9.35 ACRES * 10 UNITS/ACRE = 93 UNITS |
| MAXIMUM COMMERCIAL AREA: | 5000 SF |
| MINIMUM BUILDING SETBACKS: | 25 FEET [FRONT]<br>15 FEET [SIDE]<br>20 FEET [REAR]<br>5 FEET [ACCESSORY] |
| MAXIMUM BUILDING COVERAGE: | 40% |
| BUILDING COVERAGE PROVIDED: | 18% |
| MAXIMUM BUILDING HEIGHT: | 45 FEET |
| MINIMUM BUILDING SEPARATION: | 20 FEET |
| BUILDING SEPARATION PROVIDED: | 20 FEET |

## LEGEND

LANDSCAPE BUFFERS

OAK X" — EXISTING TREES (SIZES INDICATED)

## OPEN SPACE & LANDSCAPE BUFFERS

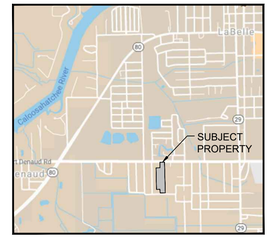
| | |
|---|---|
| MINIMUM OPEN SPACE: | 30% |
| OPEN SPACE PROVIDED: | 40% |
| MINIMUM LANDSCAPE BUFFERS: | NONE REQUIRED |
| LANDSCAPE BUFFERS PROVIDED: | EAST SIDE [COMMERCIAL]: 5' WIDE WITH TYPE B PLANTINGS<br>EAST SIDE [RESIDENTIAL]: 5' WIDE WITH 8 MEDIUM OR 16 LARGE SHRUBS AND 6-FOOT HIGH FENCE/WALL<br>NORTH AND SOUTH STREET FRONTAGES: CONSISTENT WITH STREETSCAPE LANDSCAPING LDC, APPENDIX B, SECTION 4-80-10 |

## PARKING REQUIREMENTS

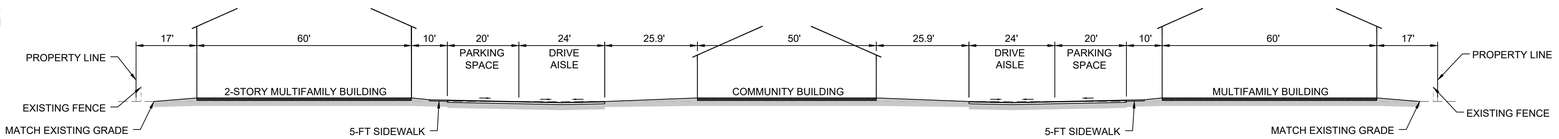
| | | |
|---|---|---|
| PARKING REQUIRED: | MULTIFAMILY: 2.0 SPACES PER UNIT<br>COMMERCIAL: 1 SPACE / 200 SF | |
| | [MF]: 2.0 SP/UNIT * 93 UNITS | = 186 SPACES |
| | [COMM]: 1 SP / 200 SF * 4800 SF | = 24 SPACES |
| | TOTAL REQUIRED | = 210 SPACES |
| PARKING PROVIDED: | MULTIFAMILY | = 187 SPACES |
| | COMMERCIAL | = 28 SPACES |
| | TOTAL PROVIDED | = 215 SPACES |
| | (INCLUDES 8 ACCESSIBLE PARKING SPACES) | |

## PUD LAND USE SUMMARY

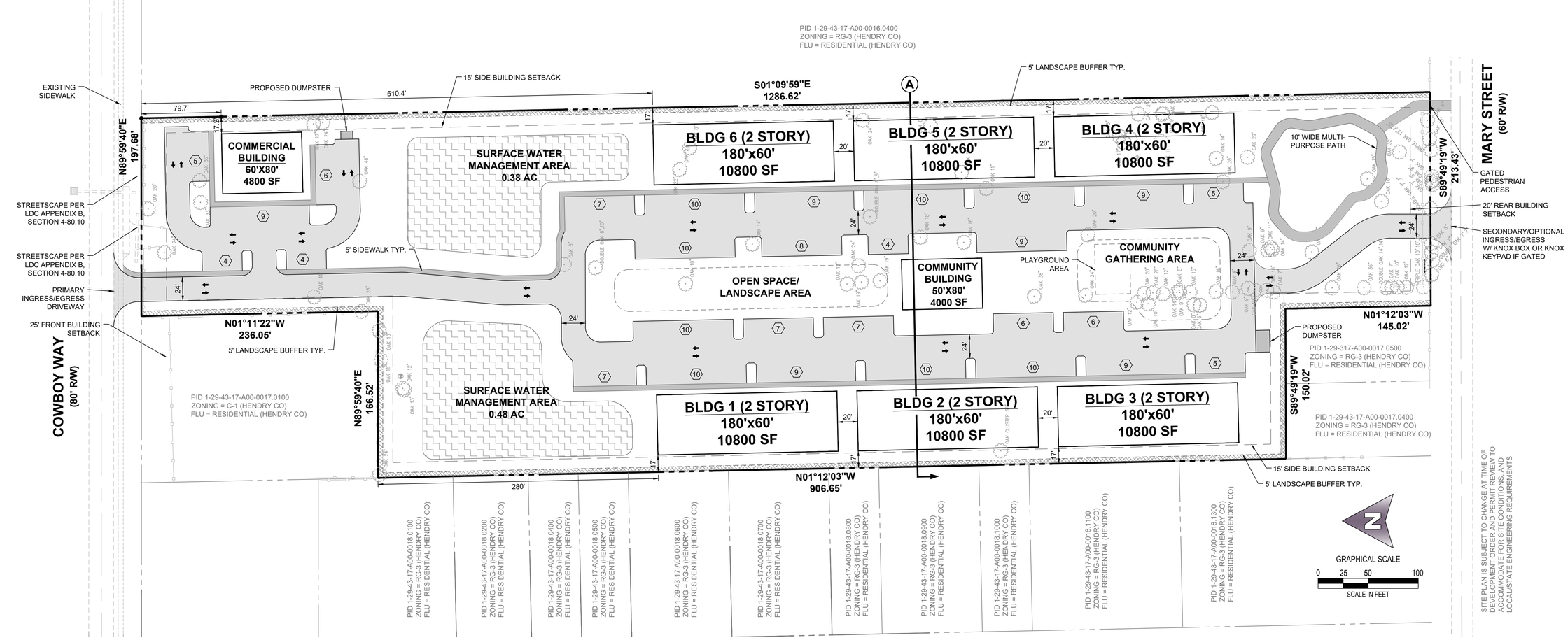
| LAND USE | AREA | % |
|---|---|---|
| BUILDING | 1.69 AC | 18.1% |
| PAVEMENT/SIDEWALK | 2.53 AC | 27.1% |
| WATER MANGEMENT AREAS | 0.86 AC | 9.2% |
| GREEN AREA | 4.27 AC | 45.6% |
| TOTAL | 9.35 AC | 100.0% |




**VICINITY MAP**
1"=3000'




**SECTION A-A**
1" = 20'




SITE PLAN IS SUBJECT TO CHANGE AT TIME OF DEVELOPMENT ORDER AND PERMIT REVIEW TO ACCOMMODATE FOR SITE CONDITIONS, AND LOCAL/STATE ENGINEERING REQUIREMENTS

PATRIOT ENGINEERING COMPANY
780 5th AVE S. | SUITE 200
NAPLES, FLORIDA 34102
PHONE: (239) 304-4760 FAX: (239) 308-4750
WWW.PATRIOTENGINEERINGCOMPANY.COM
FL EBR# 37157

PROJECT: LABELLE RIVERSIDE PUD (REZONING REQUEST)

SHEET: PUD MASTER CONCEPT PLAN

| # | DATE | REVISIONS |
|---|---|---|
| | | |

DRAWN BY : VC

TEAM: VC/TJE/DL

SCALE: 1" = 50'

NORTH:

PROJECT #: 27-250925B

SHEET: 1

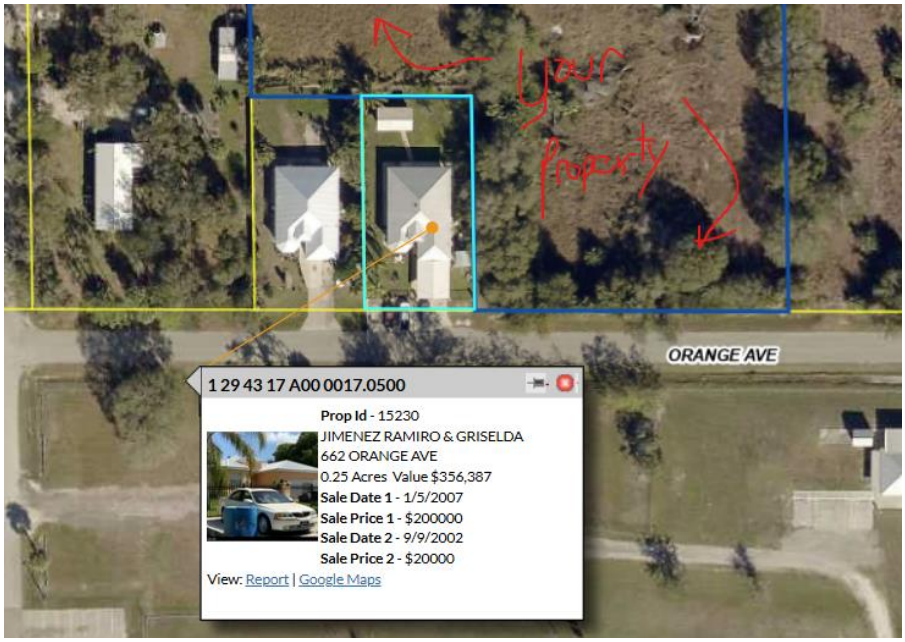
**From:** Shane Parker <sparker@hendryfla.net>
**Sent:** Wednesday, February 4, 2026 3:49 PM
**To:** Justin Ebrite <JEbrite@PatriotEngCo.com>
**Cc:** Ryan Alexander <ryan.alexander@hendryfla.net>
**Subject:** RE: Intro and Riverside PUD Connection to County Road

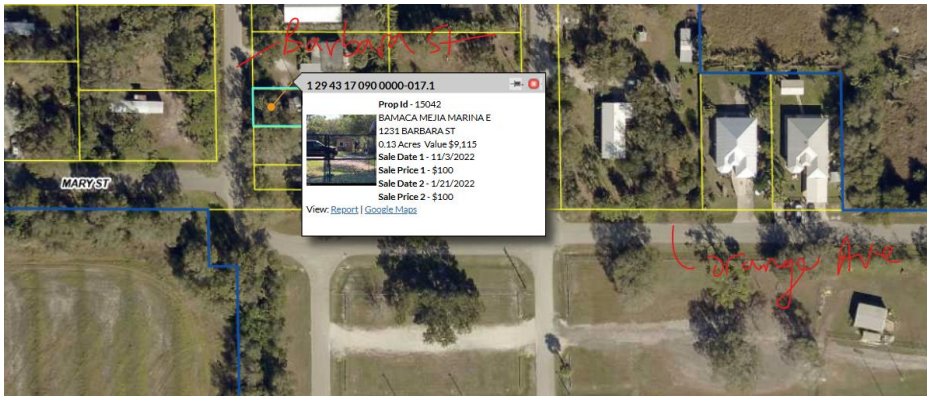
Justin:

Thank you, sir, for the reminder. I did remember last night, but I ran out of time to send my email as I wanted to read everything you sent me.

I have reviewed the PUD Master Concept Plan and have the following comments:

1. The County road to the south is not Mary Street as depicted, but Orange Avenue. Mary Street is further west and connects Barbara Street. See images below.



2. I have no objection to the secondary connection to Orange Street. I think it is wise to have a secondary point of access for emergency reasons. This also provides connectivity should residents want to visit their friends or family in the surrounding neighborhood or vice versa if the residents in the surrounding neighborhood want to visit their friends or family within the proposed development. This secondary connection would also provide easier vehicular access to Davis-Pratt Park.
3. If the secondary access to Orange Avenue is gated, then the gate would need to be located far enough back onsite so as a vehicle trying to gain access would not be protruding into Orange Avenue as they enter their gate access code. There would also need to be a turnaround prior to the gate for vehicles trying to gain access, but whose driver does not have a code, or if the gate is not working, so they do not back on to Orange Avenue creating a safety issue.
4. I like the sidewalk and multi-use path connection from Cowboy Way to Orange Avenue as it provides another form of mobility for people living in the proposed development. I think the multi-use path to Orange Avenue will be heavily utilized by people who want to walk to the park. However, we don't have any sidewalks along Orange Avenue. Therefore, lighting should be installed along Orange Avenue so that motorists can easily observe pedestrians who may walking on the road to and from the proposed development to the park. I don't encourage people to walk in the road, but we all know that will occur.

I copied the Hendry County Director of Planning and Community Development Ryan Alexander on this email so that he is aware of my comments since he coordinates with the City of LaBelle from time to time on zoning matters.

Please let me know if you have any questions.

Thanks,

R. Shane Parker, P.E.

Hendry County Public Works Director

P.O. Box 1607

99 East Cowboy Way

LaBelle, FL 33975

(863)675-5222 (office)

(863)674-2941 (fax)

sparker@hendryfla.net