

CITY OF LABELLE



AGENDA

Regular Commission Meeting

Thursday, June 11, 2026, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins, Mayor
Jackie Ratica, Vice Mayor
Kevin Holland, 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. National League of Cities Prenatal to 3 Initiative - Keitha Daniels, Hendry County Director of Economic Development
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 May Check Register**
 - B. **Approval of Minutes:**
May 14, 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. ITB 2026-01 LaBelle Fire Department - Hardening and Addition Contract - DEC Contracting Group Inc
 - E. RESOLUTION 2026-12 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, APPROVING ASSESS TO CHILDCARE PROGRAMS, ISSUES, AND BARRIERS TO ASSIST FAMILIES AND PROVIDERS; 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. LaBelle Drinking Water System Improvements Change Order No. 1
 - B. Civic Center Conversion Discussion
 - C. CMAR DW & WWTP Update
 - D. Animal Control Update
8. **Public Hearings and/or Ordinances**
 - A. ORDINANCE 2026-05 *(second reading)* AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ANNEXING A 74+/--ACRE PROPERTY LOCATED SOUTH OF W SR 80 ROAD AND NORTH OF HELMS ROAD, INTO THE CORPORATE LIMITS OF THE CITY OF

LABELLE, FLORIDA; IN ACCORDANCE WITH THE ANNEXATION PROVISIONS OF CHAPTER 171, PART II, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF SAID CITY IN CONFORMANCE THEREWITH; AMENDING THE OFFICIAL BOUNDARY MAP OF THE CITY OF LABELLE, FLORIDA, PROVIDING THAT EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS REMAIN UNTIL CHANGED BY THE CITY ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

- B.** ORDINANCE 2026-06 (second reading) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 84.04+/-ACRE PROPERTY LOCATED SOUTH OF W SR 80 ROAD AND NORTH OF HELMS ROAD; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY FROM UNINCORPORATED HENDRY COUNTY COMPREHENSIVE PLAN "MULTI-USE" DESIGNATION TO THE CITY OF LABELLE "OUTLYING MIXED USE" DESIGNATION; 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

Upcoming Meetings:

July 9, 2026 Budget Workshop, Comprehensive Plan Workshop, LPA & City Commission Meeting

July 23, 2026 Budget Workshop

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

City of Labelle Office Closures:

July 3, 2026 Independence Day

11. Adjournment

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

Regular Commission Meeting
June 11, 2026

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)

National League of Cities Prenatal To 3 Initiative

City of LaBelle



Background

- The stakeholder team (Hendry EDC & Workforce Development, FGCU, FSW, and Collaboratory) has been involved in workforce development initiatives over the last 6 years in LaBelle/Hendry County.
- The initiative is focused on re-connecting adult learners to educational pathways and then to employers.
- Through surveys and focus groups, we have identified several barriers to enrollment or completion of programs.
- Childcare has repeatedly ranked amongst the top 3 barriers, citing limited-to-no services or cost.
- The team applied for and was accepted into the National League of Cities Prenatal to Three Impact Lab, focusing on family economic stability.
- The team will be conducting a community mapping exercise to understand the childcare gaps and opportunities in our area.

The City of LaBelle's Proposed Changes to Comp Plan

Economic Development Element

State Consistency Amendments:

- None

Stage 1 Recommendations:

- Update overall goal to encourage opportunities to live, work and play in LaBelle]
- Incorporate policy directives from the Community Driven Economic Development and Resiliency Plan
- Be specific on target ratios between residential and non-residential uses in mixed-use developments and overall to ensure economic vitality
- Differentiate between policies for tourism and targeted industries
- Integrate focus on early childhood care and learning

Stage 2 Recommendations:

- Consider setting specific target ratios between residential and non-residential uses in mixed-use developments and overall to ensure economic vitality



Persons Under the Age of 18

Within City Limits

Within a 10-mile Radius

Summary ¹		
	Percent	Value
	LaBelle city, FL	LaBelle city, FL
Demographics		
Population (ACS)	—	5,184
Male	60.5%	3,137
Female	39.5%	2,047
Median Age ²	—	38.7
Under 18 Years	30.5%	1,061
18 to 24 Years	7.8%	402
25 to 34 Years	12.4%	641
35 to 44 Years	16.7%	865
45 to 54 Years	9.4%	489
55 to 64 Years	19.7%	1,022
65 to 74 Years	5.3%	274
75 Years and Over	8.3%	430
Race: White	68.5%	3,552
Race: Black or African American	3.5%	184
Race: American Indian and Alaska Native	0.5%	25
Race: Asian	0.0%	0
Race: Native Hawaiian and Other Pacific Islander	0.0%	0
Race: Some Other Race	3.2%	166
Race: Two or More Races	24.2%	1,257
Hispanic or Latino (of any race)	61.6%	3,195

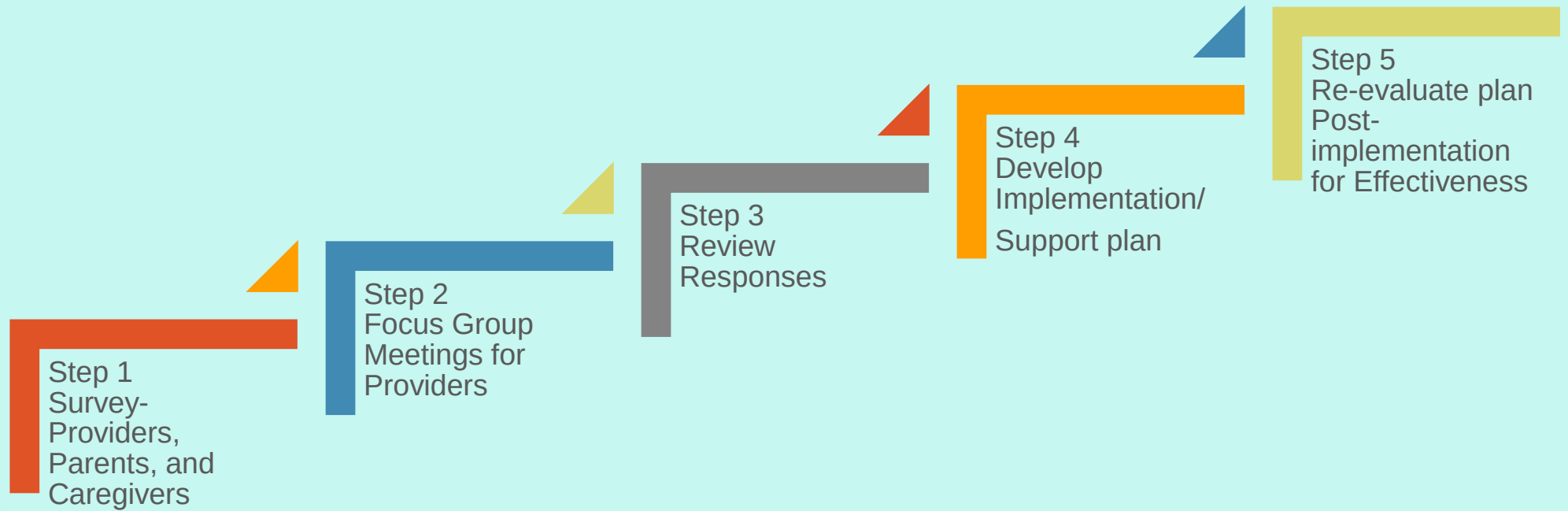
Summary ¹		
	Percent	Value
	10 mile radius	10 mile radius
	LaBelle City Hall	LaBelle City Hall
Demographics		
Population (ACS)	—	1,073,675
Male	49.5%	531,630
Female	50.5%	542,045
Median Age ²	—	50.5
Under 18 Years	16.4%	176,192
18 to 24 Years	6.9%	74,399
25 to 34 Years	10.3%	110,091
35 to 44 Years	10.4%	111,943
45 to 54 Years	11.0%	117,749
55 to 64 Years	14.5%	156,110
65 to 74 Years	16.1%	172,490
75 Years and Over	14.4%	154,701
Race: White	69.0%	740,314
Race: Black or African American	7.6%	81,481
Race: American Indian and Alaska Native	0.7%	7,266
Race: Asian	1.6%	17,217
Race: Native Hawaiian and Other Pacific Islander	0.0%	461
Race: Some Other Race	4.2%	45,055
Race: Two or More Races	16.9%	181,881
Hispanic or Latino (of any race)	23.0%	246,417



15 Mile Radius around the City of Labelle

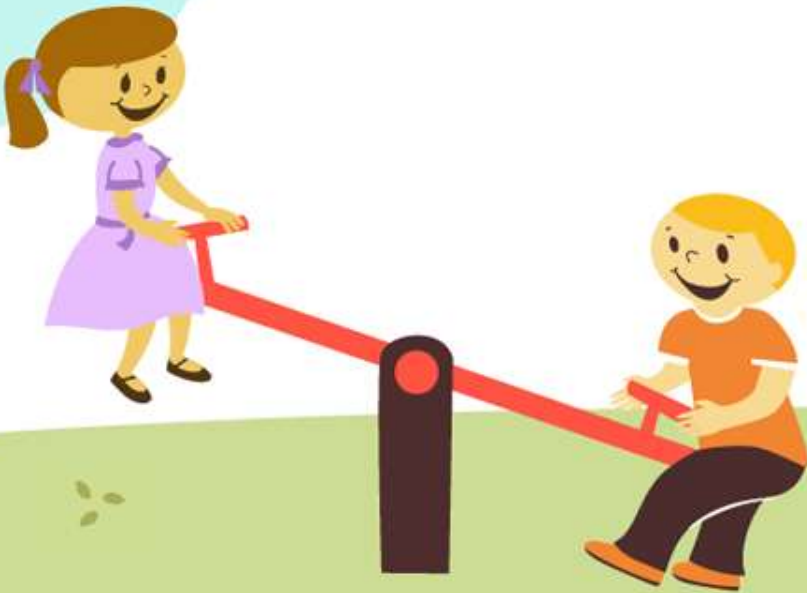


Priorities of Initiative



Community Surveys

Providers, Parents, & Caregivers- Basic questions to understand what resources the providers and parents might need. No identifying information will be collected unless the participant indicates a follow up request.



Requested City Support

The team is asking for the City's support in this initiative, by:

- Passing a resolution acknowledging the City's support of childcare efforts,
- Allowing survey links (QR codes) to be posted in city facilities: Barron Park, City Hall, recreational spaces, etc.,
- Reviewing the final report and providing input on recommendations



Range of Checking Accts: First to Last Range of Check Dates: 05/01/26 to 05/31/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH				
260670	05/01/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9912
260671	05/04/26	AMACS AMAZON CAPITAL SERVICES	0.00	05/04/26 VOID	0
260672	05/04/26	AMACS AMAZON CAPITAL SERVICES	5,796.40		9913
260673	05/04/26	VISA VISA	11,589.59		9913
260674	05/06/26	FRS FLORIDA RETIREMENT SYSTEM	26,257.75		9915
260676	05/07/26	FDOR FLORIDA DEPT OF REVENUE	0.00		9919
260675	05/08/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9917
260677	05/08/26	TIJUA005 TIJUANA WARNER	454.21		9920
260679	05/12/26	AFL AMERICAN FAMILY LIFE ASSR CO.	626.04		9922
260680	05/12/26	AFL AMERICAN FAMILY LIFE ASSR CO.	2,005.64		9922
260681	05/12/26	ALLSTATE AMERICAN HERITAGE LIFE INS CO	525.60		9922
260682	05/12/26	CHS CALOOSA HUMANE SOCIETY	306.00		9922
260683	05/12/26	CII COMMUNICATIONS INTERNATIONAL	2,278.21		9922
260684	05/12/26	CTTF COUNTY TRANSPORTATION TRST FND	7,145.36		9922
260685	05/12/26	FMPT2 FLORIDA MUNICIPAL PENSION TRST	22,428.85		9922
260686	05/12/26	GAFS GREAT AMERICA FINANCIAL SVCS	345.96		9922
260687	05/12/26	GULFC005 GULF COAST HUMANE SOCIETY	587.54		9922
260688	05/12/26	HCCOC HENDRY COUNTY CLERK OF COURT	40.00		9922
260689	05/12/26	HOMDEF HOMETEAM PEST DEFENSE INC	1,195.13		9922
260690	05/12/26	SOUTH020 SOUTHWEST FLORIDA SPAY NEUTER	384.38		9922
260691	05/12/26	THEPA005 THE PAINT AUTHORITY, INC	3,500.00		9922
260692	05/12/26	TMOBI005 T-MOBILE USA INC.	1,198.04		9922
260693	05/12/26	BPE BARRY'S POWER EQUIPMENT	348.26		9925 Direct Deposit
260694	05/12/26	BSS BUSINESS SERVICES & SOLUTIONS	295.00		9925 Direct Deposit
260695	05/12/26	CIC CHANNEL INNOVATIONS CORP.	545.00		9925 Direct Deposit
260696	05/12/26	CULL CULLIGAN WATER	222.50		9925 Direct Deposit
260697	05/12/26	DEXI DEX IMAGING LLC	398.41		9925 Direct Deposit
260698	05/12/26	LDRC LABELLE DOWNTOWN	3,482.00		9925 Direct Deposit
260699	05/12/26	MUNES MES SERVICE COMPANY LLC	4,886.88		9925 Direct Deposit
260700	05/12/26	PRM PUBLIC RISK MANAGEMENT	64,427.97		9925 Direct Deposit
260701	05/12/26	RVE RVE, INC. D/B/A RVI	10,342.50		9925 Direct Deposit
260702	05/12/26	SOUTH025 SOUTHERN STRIPING SOLUTIONS,	89,712.32		9925 Direct Deposit
260703	05/12/26	THEMA005 THE MAKER'S MOTIF INC.	75.00		9925 Direct Deposit
260707	05/13/26	JCW JULIE CRAICY WILKINS	50.00		9930
260708	05/13/26	JRATICA JACQUELINE RATICA	262.87		9930
260709	05/13/26	VISA VISA	1,638.74		9931
260678	05/15/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9921
260711	05/21/26	AAP ADVANCE AUTO PARTS	97.14		9933
260712	05/21/26	ALLSTATE AMERICAN HERITAGE LIFE INS CO	2,229.40		9933
260713	05/21/26	AMARINES A.MARINES ROAD SERV & TIRE INC	195.50		9933
260714	05/21/26	C-000017 ANGELA M GITCHEL	250.00		9933
260715	05/21/26	CLINK CENTURYLINK	493.49		9933
260716	05/21/26	COLW CITY OF LABELLE, WATER & SANIT	3,584.89		9933
260717	05/21/26	COLW2 CITY OF LABELLE WATER AND SANI	3,886.46		9933
260718	05/21/26	COMCAST COMCAST	469.20		9933
260719	05/21/26	CTTF COUNTY TRANSPORTATION TRST FND	9,061.86		9933
260720	05/21/26	DELL DELL MARKETING L.P.	4,770.20		9933
260721	05/21/26	FPL FLORIDA POWER & LIGHT	14,833.07		9933
260722	05/21/26	GRAYROB GrayRobinson Attorneys At Law	35,700.00		9933

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH	Continued			
260723	05/21/26	ISBC IPITOMY SMARTER BUSINESS COMMU	73.34		9933
260724	05/21/26	LCBOCC LEE COUNTY SOLID WASTE	67.64		9933
260725	05/21/26	LRS LABELLE RANCH SUPPLY	77.94		9933
260726	05/21/26	MCS MONRO COMMERCIAL SOLUTIONS	677.29		9933
260727	05/21/26	SHRED SHRED-IT USA	138.45		9933
260728	05/21/26	VAH VISION ACE HARDWARE-LABELLE	0.00	05/21/26 VOID	0
260729	05/21/26	VAH VISION ACE HARDWARE-LABELLE	1,160.36		9933
260730	05/21/26	WLMINC WOLFF'S LAWN MACHINES INC	2,599.93		9933
260731	05/21/26	WSC WINDMILL SPRINKLER CO., INC.	930.51		9933
260732	05/21/26	CQL CAPTAINS QUICK LUBE	110.00		9936 Direct Deposit
260733	05/21/26	EVERG005 EVERGLADES EQUIPMENT GROUP	104.44		9936 Direct Deposit
260734	05/21/26	FASTA005 FAST ACTION FENCING, LLC	7,600.00		9936 Direct Deposit
260735	05/21/26	INM INDEPENDENT NEWSMEDIA INC USA	759.23		9936 Direct Deposit
260736	05/21/26	NP NEWS-PRESS	828.72		9936 Direct Deposit
260737	05/21/26	SECUR005 SECURITY FENCE OF SWFL INC	1,998.00		9936 Direct Deposit
260738	05/21/26	SUPPLYL SUPPLYLINE	2,337.10		9936 Direct Deposit
260710	05/22/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9932
260740	05/28/26	HUNTS HUNTER TREE SERVICE	3,500.00		9939
260739	05/29/26	SOFDU ST OF FL. DISBURSEMENT UNIT	127.34		9938

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	48	2	174,049.68	0.00
Direct Deposit:	18	0	188,473.33	0.00
Total:	66	2	362,523.01	0.00

UTILITY DEPOSIT	Water Revenue Deposit			
2717	05/12/26	U-000367 NICKEPORCHEK, CATHERINE M. A.	104.51	9923
2718	05/12/26	U-000368 SANTIAGO, JUAN RICARDO	93.53	9923
2719	05/12/26	U-000369 ARROBAS, JADE SARAH	83.10	9923
2720	05/21/26	U-000370 ASH, NANCY OAKES	93.53	9934
2721	05/21/26	U-000371 COX, DEBORA LYNN	82.55	9934
2722	05/21/26	U-000372 MARTINEZ TREJO, MARIA DE LOS A	47.69	9934
2723	05/21/26	U-000374 S & H PAVING	1,047.57	9934
2724	05/21/26	U-000375 DUCHARME, NANCY	115.49	9934
2725	05/21/26	U-000376 FELIPE FELIPE, CRISTINA	116.04	9934
2726	05/21/26	U-000377 DISABLED AMERICAN VETERANS	46.33	9934
2727	05/21/26	U-000378 LOVE, JONIKKA TIESHAY LEANN	105.06	9934
2728	05/21/26	U-000379 V & H CONSTRUCTION, INC	174.83	9934

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	12	0	2,110.23	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	12	0	2,110.23	0.00

UTILITY POOLED	UTILITY FUND POOLED CASH			
1388	05/04/26	VISA VISA	661.00	9914
1390	05/05/26	POL POSTMASTER - LABELLE, FL.	1,500.00	9918
1389	05/06/26	FRS FLORIDA RETIREMENT SYSTEM	6,046.79	9916
1391	05/12/26	CRUMBS CRUMB'S WELL DRILLING	9,303.00	9924
1392	05/12/26	CTTF COUNTY TRANSPORTATION TRST FND	1,248.67	9924
1393	05/12/26	DEP DEPT OF ENVIRONMENTAL PROTECT	500.00	9924
1394	05/12/26	HOMDEF HOMETEAM PEST DEFENSE INC	65.07	9924

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
UTILITY POOLED UTILITY FUND POOLED CASH Continued					
1395	05/12/26	CULL CULLIGAN WATER	50.00		9926 Direct Deposit
1396	05/12/26	KBPI K&B PUMP & ELECTRICAL, LLC	40,165.15		9926 Direct Deposit
1397	05/12/26	PRM PUBLIC RISK MANAGEMENT	11,008.80		9926 Direct Deposit
1398	05/21/26	CLINK CENTURYLINK	284.92		9935
1399	05/21/26	COLW2 CITY OF LABELLE WATER AND SANI	1,969.07		9935
1400	05/21/26	CORE CORE & MAIN LP	4,580.58		9935
1401	05/21/26	CTTF COUNTY TRANSPORTATION TRST FND	1,700.65		9935
1402	05/21/26	FPL FLORIDA POWER & LIGHT	14,602.03		9935
1403	05/21/26	ISBC IPITOMY SMARTER BUSINESS COMMU	24.45		9935
1404	05/21/26	LUMEN LUMEN	559.25		9935
1405	05/21/26	SHRED SHRED-IT USA	46.15		9935
1406	05/21/26	VAH VISION ACE HARDWARE-LABELLE	509.88		9935
1407	05/21/26	WASTEC WASTE CONNECTIONS INC	100,391.40		9935
1408	05/21/26	BMI BADGER METER INC.	696.00		9937 Direct Deposit
1409	05/21/26	FWEI FOUR WATERS ENGINEERING, INC	41,736.95		9937 Direct Deposit
1410	05/21/26	TETRA005 TETRA TECH, INC	10,715.00		9937 Direct Deposit
1411	05/21/26	TRIESTAG TRIEST AG GROUP INC	500.82		9937 Direct Deposit
1412	05/21/26	WOODARD WOODARD & CURRAN INC	152,802.42		9937 Direct Deposit
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	17	0	143,992.91	0.00
	Direct Deposit:	8	0	257,675.14	0.00
	Total:	25	0	401,668.05	0.00
Report Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	77	2	320,152.82	0.00
	Direct Deposit:	26	0	446,148.47	0.00
	Total:	103	2	766,301.29	0.00

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	6-001	341,607.37	0.00	20,915.64	362,523.01
WATER FUND	6-041	155,033.03	0.00	0.00	155,033.03
SEWER FUND	6-042	146,243.62	0.00	0.00	146,243.62
SANITATION OPERATION FUND	6-043	100,391.40	0.00	0.00	100,391.40
Year Total:		743,275.42	0.00	20,915.64	764,191.06
WATER FUND	x-041	1,268.73	0.00	0.00	1,268.73
SEWER FUND	x-042	441.50	0.00	0.00	441.50
SANITATION OPERATION FUND	x-043	400.00	0.00	0.00	400.00
Year Total:		2,110.23	0.00	0.00	2,110.23
Total of All Funds:		745,385.65	0.00	20,915.64	766,301.29

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	341,607.37	0.00	20,915.64	362,523.01
WATER FUND	041	156,301.76	0.00	0.00	156,301.76
SEWER FUND	042	146,685.12	0.00	0.00	146,685.12
SANITATION OPERATION FUND	043	100,791.40	0.00	0.00	100,791.40
Total of All Funds:		745,385.65	0.00	20,915.64	766,301.29

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	6-001	341,607.37	0.00	0.00	0.00	341,607.37
WATER FUND	6-041	155,033.03	0.00	0.00	0.00	155,033.03
SEWER FUND	6-042	146,243.62	0.00	0.00	0.00	146,243.62
SANITATION OPERATION FUND	6-043	100,391.40	0.00	0.00	0.00	100,391.40
Year Total:		743,275.42	0.00	0.00	0.00	743,275.42
WATER FUND	x-041	1,268.73	0.00	0.00	0.00	1,268.73
SEWER FUND	x-042	441.50	0.00	0.00	0.00	441.50
SANITATION OPERATION FUND	x-043	400.00	0.00	0.00	0.00	400.00
Year Total:		2,110.23	0.00	0.00	0.00	2,110.23
Total of All Funds:		745,385.65	0.00	0.00	0.00	745,385.65

CITY OF LABELLE



MINUTES

Regular Commission Meeting

Thursday, May 14, 2026, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins, Mayor
Jackie Ratica, Vice Mayor
Kevin Holland, 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 Vargas and Pledge of Allegiance lead by Commissioner Spratt.

3. Roll Call

PRESENT

Mayor Julie C. Wilkins

Vice Mayor Jackie Ratica

Commissioner Bobbie Spratt

Commissioner Hugo Vargas

Commissioner Kevin Holland

City Attorney Derek Rooney

Deputy City Clerk Tijauna Warner

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

Motion made by Vice Mayor Ratica to approve pulling Resolution 2026-10 from the agenda and add Tree Removal to Non-Public Hearing Items for Consideration, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously. Voting Yea: Mayor Wilkins, Vice Mayor Ratica, Commissioner Spratt, Commissioner Vargas, Commissioner Holland

5. Presentations

A. Bird Election - David E. Nicholson II, Art Teacher Country Oaks Elementary

David E. Nicholson and students presented their selected birds for consideration in the election process to represent the City of LaBelle.

Motion made by Commissioner Spratt to approve the Cow Bird as the official bird of the City of LaBelle, Seconded by Vice Mayor Ratica. Mayor Wilkins called for the question. Motion passed unanimously.

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

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 April Check Register

Regular Commission Meeting
May 14, 2026

B. Approval of Minutes:

March 12, 2026 LRDC Workshop Minutes
March 12, 2026 LPA Meeting Minutes
March 12, 2026 City Commission Meeting Minutes
April 9, 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
-Woodard & Curran- Justin deMello

D. Two (2) Vehicle Disposition of Property Report (Auction)

Motion made by Commissioner Vargas to approve Consent Agenda Items pulling ITB 2026-01 LaBelle Fire Department - Hardening and Addition Award Recommendation, Seconded by Commissioner Holland. Mayor Wilkins called for the question. Motion passed unanimously.

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

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. ITB 2026-01 LaBelle Fire Department - Hardening and Addition Award Recommendation

Motion made by Commissioner Spratt to approve ITB 2026-01 LaBelle Fire Department - Hardening and Addition Award Recommendation, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

B. John Paul Land Transfer

(Awaiting documents)

C. LDRC Increase Funding Request

(Item moved to July 9, 2026)

D. RESOLUTION 2026-11 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, AUTHORIZING FULL FINANCIAL RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF A COMMUNITY ARTISTIC FEATURE (CAF) TO BE LOCATED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY BENEATH THE BRIDGE STREET BRIDGE ON DESOTO AVENUE; DESIGNATING THE MAYOR AS THE AUTHORIZED OFFICER TO EXECUTE THE CAF AGREEMENT WITH FDOT; AND PROVIDING FOR AN EFFECTIVE DATE.

Regular Commission Meeting
May 14, 2026

Motion made by Commissioner Vargas to approve Resolution 2026-11, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

E. LaBelle Museum Funds Request

Motion made by Commissioner Spratt to pay the LaBelle Museum FPL Bill over the summer, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

F. Enterprise Fleet Management Proposal

Motion made by Commissioner Vargas to approve Enterprise Fleet Management Proposal, Seconded by Commissioner Holland. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

G. Traffic Calming Devices (Speed Humps)

Comments by the following: Careline Bross(in-favor) and Steve Coder(in-favor)

Motion made by Vice Mayor Ratica to approve adding two (2) sets of speed bumps, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

8. Public Hearings and/or Ordinances

- A. ORDINANCE 2025-09 (second reading) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-04 FOR A PROPERTY KNOWN AS KMJ INVESTMENTS PLANNED UNIT DEVELOPMENT, A 2+/-ACRE PROPERTY LOCATED IMMEDIATELY NORTH OF STATE ROAD 80, APPROXIMATELY ¼ MILE EAST OF HUGGETTS ROAD INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA; AMENDING THE CONDITIONS OF APPROVAL; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2025-09 title into the record.

Patty Kulak gave a brief explanation of Ordinance 2025-09.

Public Hearing Opened

No comments.

Public Hearing Closed

Motion made by Commissioner Vargas to approve Ordinance 2026-09, Seconded by Vice Mayor Ratica. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

- B. ORDINANCE 2026-07 (*second reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING CHAPTER 4, ARTICLE V, SECTION 4-82 OF THE CITY OF LABELLE LAND DEVELOPMENT CODE, AMENDING USES REQUIRING SPECIAL EXCEPTION APPROVAL IN THE STATE ROAD 80 OVERLAY DISTRICT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2026-07 title into the record.

Patty Kulak gave a brief explanation of Ordinance 2026-07.

Public Hearing Opened

No comments.

Public Hearing Closed

Motion made by Commissioner Spratt to approve Ordinance 2026-07, Seconded by Commissioner Holland. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

- C. ORDINANCE 2026-05 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ANNEXING A 74+/--ACRE PROPERTY LOCATED SOUTH OF W SR 80 ROAD AND NORTH OF HELMS ROAD, INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA; IN ACCORDANCE WITH THE ANNEXATION PROVISIONS OF CHAPTER 171, PART II, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF SAID CITY IN CONFORMANCE THEREWITH; AMENDING THE OFFICIAL BOUNDARY MAP OF THE CITY OF LABELLE, FLORIDA, PROVIDING THAT EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS REMAIN UNTIL CHANGED BY THE CITY ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2026-05 title into the record.

Patty Kulak gave a brief explanation of Ordinance 2026-05.

Public Hearing Opened

Comments by the following: Mitch Hutchorage(*in-favor*)

Public Hearing Closed

City Commission gave consent to move Ordinance 2026-05 forward to the second reading.

- D. ORDINANCE 2026-06 (*first reading*) AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 84.04+/--ACRE PROPERTY LOCATED SOUTH OF W SR 80 ROAD AND NORTH OF HELMS ROAD; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY FROM UNINCORPORATED HENDRY COUNTY COMPREHENSIVE PLAN "MULTI-USE" DESIGNATION TO THE CITY OF LABELLE "OUTLYING MIXED USE" DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2026-06 title into the record.

Regular Commission Meeting
May 14, 2026

Patty Kulak gave a brief explanation of Ordinance 2026-06.

Public Hearing Opened

Comments by the following: Mitch Hutcherage(*in-favor*)

Public Hearing Closed

City Commission consent with moving Ordinance 2026-06 forward to second reading.

Mitchell Wills gave a brief explanation of the walk-on tree removal bids request for Barron Park.

Motion made by Commissioner Spratt to approve Hunter Tree Service for tree removal, Seconded by Commissioner Vargas. Mayor Julie called for the question. Motion passed unanimously.

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

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

James Delrymple advised the commission of a noise complaint with his neighbor's semi-truck. A discussion ensued.

Mathhew Howard proposed equal space sharing for Children's Theater Program and Fire House Theater.

10. City Related Business by Commissioners

11. Adjournment

Motion made by Vice Mayor Ratica to adjourn the meeting, Seconded by Commissioner Vargas. Mayor Julie called for the question. Motion passed unanimously.

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 7:50 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, MPA, MMC, City Clerk

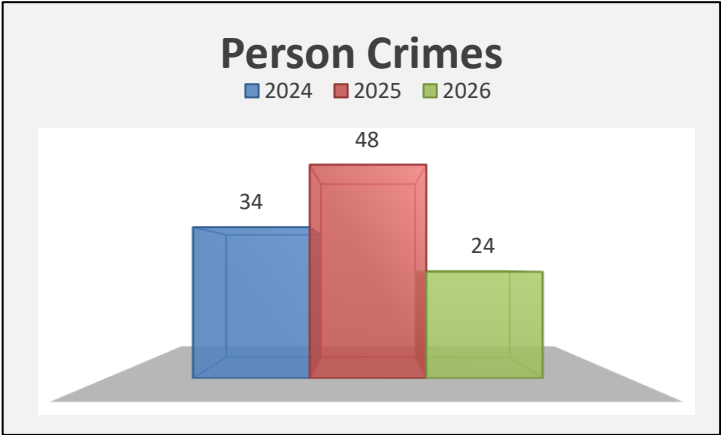
Hendry County Sheriff's Office

City of LaBelle Crime Report for June 2026 Meeting

Dates: 05/01/2026-05/28/2026

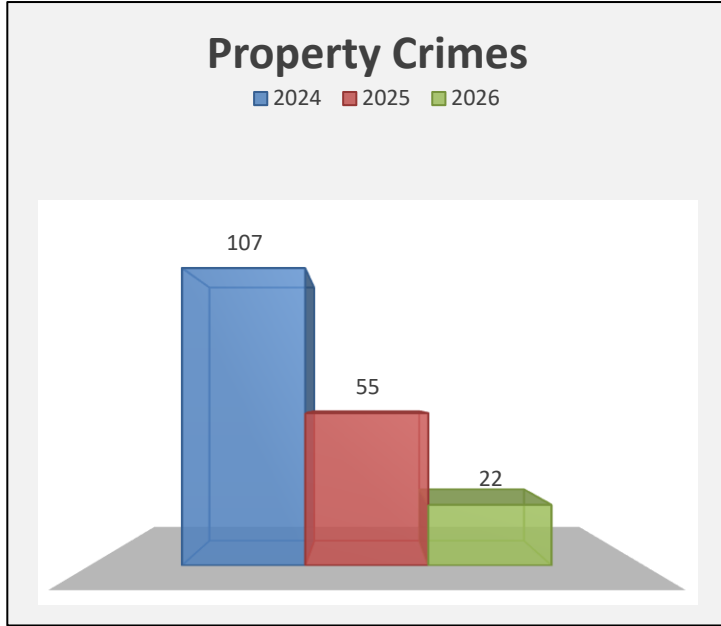
Person Crimes	May	Apr	Mar	Feb
Homicide	0	0	0	0
Robbery	0	0	0	0
Sex Crime	0	1	1	1
Assault	0	1	1	1
Battery - Simple	2	1	0	2
Domestic	2	1	2	6
TOTAL	4	4	4	10

YTD 2026	YTD 2025	YTD 2024
0	0	0
0	0	2
3	4	7
2	12	1
4	15	11
15	17	13
24	48	34

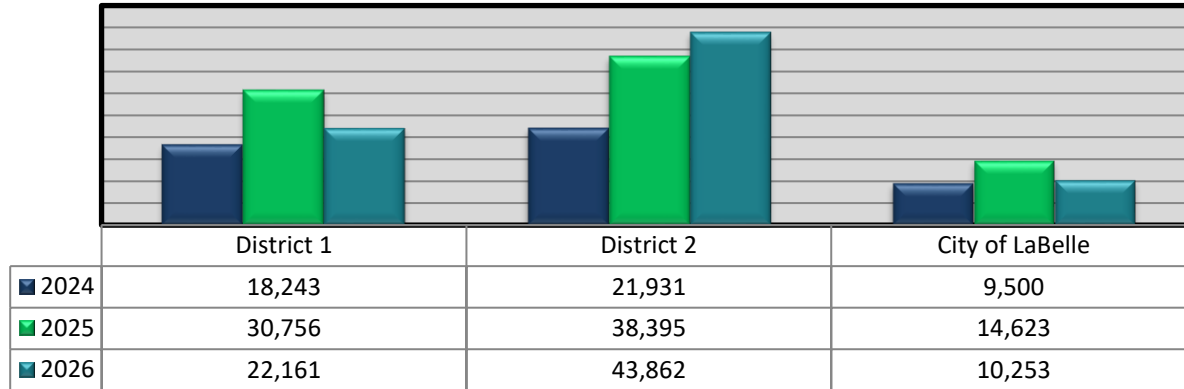


Property Crimes	May	Apr	Mar	Feb
Stolen Vehicle	1	0	0	1
Theft				
- Construction	0	0	0	1
- Residential	0	1	1	3
- Retail	0	1	1	0
Burglary				
- Residential	2	0	1	0
- Business	0	0	0	0
- Vehicle	0	1	1	2
Criminal Mischief	4	0	1	0
TOTAL	7	3	5	7

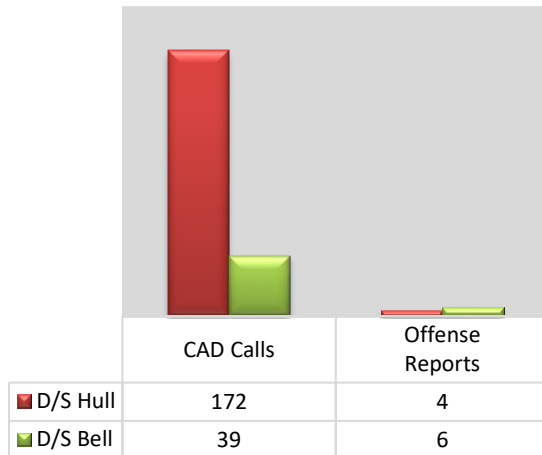
YTD 2026	YTD 2025	YTD 2024
2	9	6
1	0	2
6	15	38
1	2	15
4	8	8
0	2	4
3	2	17
5	17	17
22	55	107



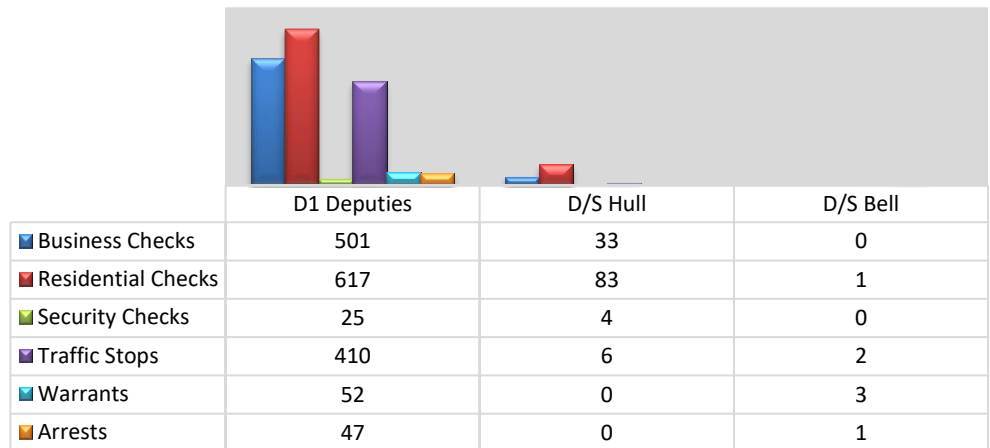
Year-to-Date Call Summary, by District



City Units



City of LaBelle





LABELLE FIRE DEPARTMENT

CHIEF BRENT R. STEVENS



863-675-1537



bstevens@citylabelle.com

jhubbard@citylabelle.com



280 S Main St LaBelle, FL 33935

Agenda Items

LaBelle Fire Department Response:

- May Calls- 81
- Public Relation Events-3

Engine Status

- All Engines are in working order

Truck Repairs

- All trucks are in working order.

County Response

- LaBelle Fire Department has responded 68 times for mutual aid to outlining areas since 10/1/2025.

Station

- Station Hardening is awaiting contract approval from Commission.

Thank You,

Chief Brent Stevens
LaBelle Fire Department
863-234-8639

Range: First to Last Issue Date Range: 05/01/26 to 05/31/26 **Indicates payment is in batch
NOTE: Too many Building Codes included in this report. The totals are correct, but please print to Excel to see the complete detail.

	Alteration Cost	New Volume	BP D2Y BUILDING MECHANICAL PLAN REVIEW	BP D2Z CONTRACTOR PL ROW PLANNING	TOTAL RSRC ELECTRICAL PL UA LT PLUMBING
Grand Totals:	1,755,898.83	0	PAID: 0.00 0.00 9,516.08 3,161.56 0.00	0.00 0.00 0.00 5,386.14	21,601.97 2,073.00 0.00 1,028.00
			PERMIT COUNT:	0 32 13 0	0 14 0 12

BP SURC2 - Bldg Code Admin & Inspect Brd		BP SURCH - FL Building Commission Surchar	
1. Number of permits issued at the minimum surcharge rate 18 x \$2	\$ 36.00	1. Number of permits issued at the minimum surcharge rate 20 x \$2	\$ 40.00
2. Permit fees collected at other than minimum surcharge	\$ 14,570.00	2. Permit fees collected at other than minimum surcharge	\$ 14,266.80
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	\$ 218.55	3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	\$ 142.67
4. Total of Lines 1 & 3	\$ 254.55	4. Total of Lines 1 & 3	\$ 182.67
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 25.46	5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 18.27
6. Surcharge amount due (line 4 less line 5)	\$ 229.09	6. Surcharge amount due (line 4 less line 5)	\$ 164.40

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

June 1, 2026
10:33 AM

City of LaBelle
Cash Receipts Totals from 05/01/26 to 05/31/26

Page No: 1
Section 6, Item C.

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: 05/01/26 to 05/31/26
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

		----- Principal -----						
Code Description	Count	Arrears/Other	Fiscal 2025	Fiscal 2026	Fiscal 2027	Interest	Total	
BUI BUILDING DEPT PYMTS	146	15,235.12	0.00	0.00	0.00	0.00	15,235.12	
Invoice Payments	146	15,235.12	0.00	0.00	0.00	0.00	15,235.12	
Payments Total:	146	15,235.12	0.00	0.00	0.00	0.00	15,235.12	
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:	146	15,235.12	0.00	0.00	0.00	0.00	15,235.12	

Total Cash: 0.00
Total Check: 12,554.94
Total Credit: 0.00
Total V Term: 2,680.18

Hugo Vargas
Commissioner

Kevin Holland
Commissioner



Jackie Ratica
Commissioner

Section 6, Item C.

Bobbie Spratt
Commissioner

"The City of Oaks"

Julie C. Wilkins
Mayor

Monthly Staff Report

Department: Code Enforcement

Reporting Period: MAY 2026

Code Enforcement Activity

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

- **Total Open Cases at Month End: 113**
- **New Cases Opened: 9**
- **Cases Closed: 22**

Enforcement actions taken during the month included:

- **Courtesy Notices Issued: 7**
- **Notices of Compliance Issued: 5**
- **A.N.C. Notices: 2**

Additional enforcement and administrative actions:

- **Properties Posted (Legal Information & Zoning Posting): 4**
- **Lien Searches Conducted: 3**

Hugo Vargas
Commissioner

Kevin Holland
Commissioner



"The City of Oaks"

Julie C. Wilkins
Mayor

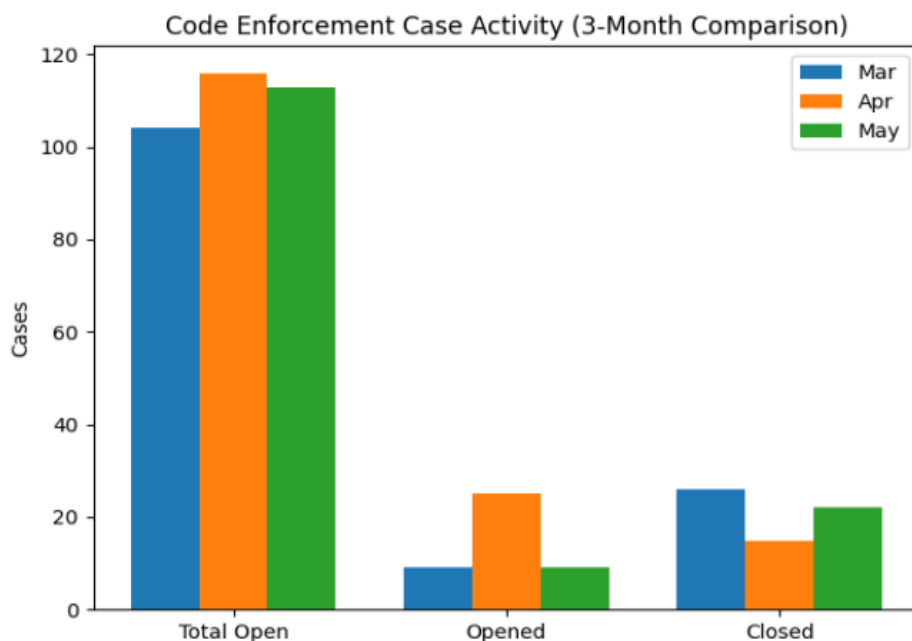
Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

Section 6, Item C.

Code Enforcement Graphs - May 2026

Case Activity Comparison



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

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, proactive enforcement activities, and site walk-throughs with property owners.

Violation Breakdown – Total Open Violations

Hugo Vargas
Commissioner

Kevin Holland
Commissioner



Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

Section 6, Item C.

"The City of Oaks"

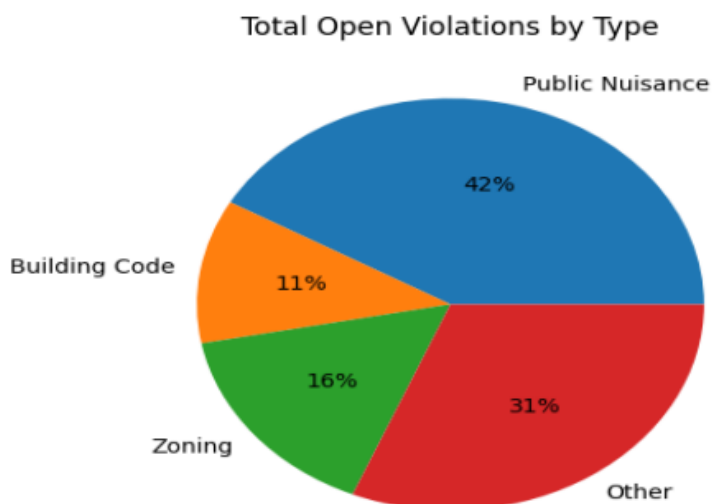
Julie C. Wilkins
Mayor

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

- **Public Nuisance: 48**
(Includes inoperable vehicles, commercial vehicle storage, accumulation of rubbish, nuisance conditions, and related violations.)
- **Florida Building Code Violations: 13**
- **Zoning Violations (Single-Family / RNU / District Issues): 18**
- **Unsafe Structures: 0**

All remaining violation categories, including permitting, licensing, right-of-way use, grading and drainage, fencing, and miscellaneous code provisions, collectively account for **36 open violations** and are grouped as **Other**.

Total Open Violations: 115



Hugo Vargas
Commissioner

Kevin Holland
Commissioner



Jackie Ratica
Commissioner

Section 6, Item C.

Bobbie Spratt
Commissioner

"The City of Oaks"

Julie C. Wilkins
Mayor

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.

City Dock Activity

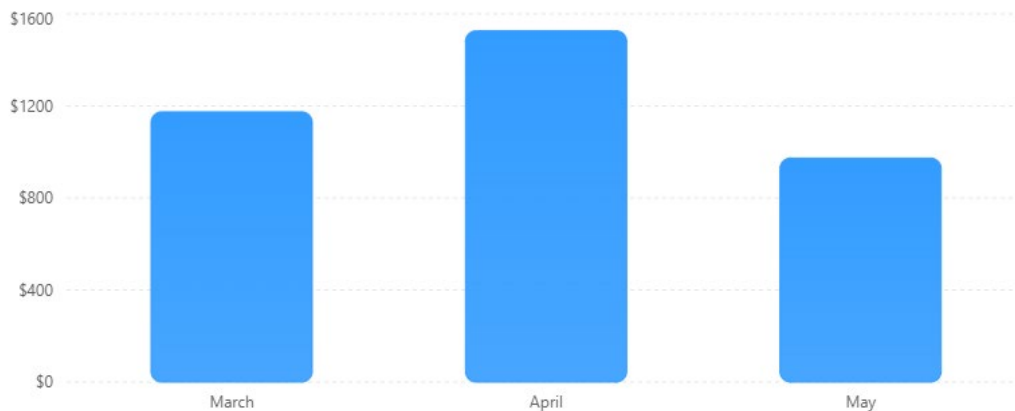
Dock operations continued during the reporting period.

- **Total Reservations: 15**
- **Total Revenue Collected: \$973.19**

Revenue reflects monies deposited during the reporting period.

City Dock Revenue (3-Month Comparison)

Monthly dock revenue collected for March through May 2026.



Hugo Vargas
Commissioner

Kevin Holland
Commissioner



Jackie Ratica
Commissioner

Section 6, Item C.

Bobbie Spratt
Commissioner

“The City of Oaks”

Julie C. Wilkins
Mayor

Safety & Emergency Management

Safety and emergency preparedness efforts continued during the reporting period. CPR, First Aid, and AED training was conducted, with approximately 30 employees participating in the training program to enhance emergency response preparedness and workplace safety.

Summary

Overall enforcement activity remained active during the reporting period, with staff continuing to address nuisance conditions, zoning concerns, and code compliance throughout the City. 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.



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

To: Honorable Mayor and City Commission
Prepared By: Fire Chief Brent Stevens
Date of Meeting: 6/11/2026
Date Submitted: 6/1/2026
Title of Agenda Item: ITB 2026-01-Contract DEC Contracting Group Inc
Agenda Location: Consent Agenda Item

Report in brief:

ITB 2026-01 was awarded to DEC Contracting Group Inc. Attached is the contract between the City of LaBelle & DEC Contracting Group Inc. Derek has reviewed & approved this contract.

Staff Comments: Request Board approval to proceed.

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

SECTION 00520**AGREEMENT FORM****PART 1 GENERAL**

1.01 THIS AGREEMENT, made and entered into the 27 day of May, 2026 by and between the City of LaBelle, Florida, 481 West Hickpoochee Avenue, LaBelle, FL 33935, a Florida municipality, holding tax exempt status, hereinafter referred to as the "CITY" (also referred to as "OWNER") and DEC Contracting Group Inc, whose principal and local address is 1560 Matthew Dr Suite B Fort Myers, FL 33907, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

1.02 The Owner and Contractor Agree as Follows:

A. The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed on the drawings; the Drawings as listed in the Sheet Index, all Written Amendments, Change Orders, Work Change Directives, Field Orders, Architect's/Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement, and all documents which are fully a part of the Contract with the City are identified by title and number as set forth below and all documents are agreed to be incorporated into the Contract as if physically attached to the Contract and are, further, agreed to be incorporated into the Contract as if fully set forth therein verbatim. The Contract Documents include:

1. Executed, Section 00520 - Agreement Form.
2. The Project Construction Drawings. Note the Sheet Index on Drawing G000 includes all instructions, terms, general and supplemental conditions, bid documents, plans, prints and specifications pertaining to the Project.
3. Addenda Applicable to the Bid
4. Contractor's Bid, 00410.
5. Performance Bond, 00605.
6. Payment Bond, 00610
7. Material and Workmanship Bond, 00615.
8. Trench Safety (Executed Form), 00430
9. Non-Collusion Affidavit, 00432
10. Conflict of Interest Affidavit, 00434
11. Public Entities Crime Affidavit, 00436
12. Compliance With the Public Records Law Affidavit, 00438
13. Bidder Information and Affidavit, 00440
14. Certification Of Non-Segregated Facilities (Executed Form), 00450
15. Disputes Disclosure (Executed Form), 00452
16. Drug Free Workplace (Executed Form), 00454
17. Unauthorized (Illegal) Alien Workers Affidavit, 00456
18. E-Verify Compliance Affidavit, 00458
19. Americans With Disabilities Act Affidavit, 00460

20. Financial Information (Executed Form) (If Required by City), 00462
21. Insurance Certificate(s)
22. Notice of Award, 00510
23. Notice to Proceed, 00530.
24. Consent of Surety to Final Payment (Executed Form), 00617.
25. Contractor's Application for Payment (Executed Forms), 00625.
26. Certificate of Substantial Completion, 00626.
27. Certificate of Final Completion, 00627.
28. Contractor's Partial Release of Lien (Executed Forms), 00640.
29. Subcontractor's-Supplier's Final Release of Lien (Executed Form), 00642.
30. Contractor's Release of Lien Final Payment (Executed Forms), 00644.
31. Subcontractor's-Suppliers Release of Lien Final Payment (Executed Form), 00646.
32. Project Field Order (Executed Form), 00940.
33. Work Directive Change (Executed Form), 00945.
34. Change Order (Executed), 00950.
35. Additional document(s) that are not specifically listed in Paragraph 1.02.A.1 through 1.02.A.35, but which are included in the Project Contract Documents and any additional documents agreed upon by the Parties shall be included as a part of the Contract.

These documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. As the documents indicated above are executed, the date of final execution and initials of the individual who received the executed document(s) is to be added to the blank next to the listed document(s) when processed and made a part of the City's official set of Contract Documents.

B. Scope of Work

The Contractor shall perform all Work required by the Contract Documents for the construction of the LaBelle Fire Station Hardening and Addition.

C. Contract Time

The Contractor shall begin Work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the Work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 335 (Three Hundred and thirty five) calendar days. The Work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 (Thirty) calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250.00** for each calendar day that expires after the time specified in Paragraph C for substantial completion until the Work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (1/4) of the rate set forth above.

E. Contract Price

Unit Price Contract

The Owner will pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of Three million five hundred and forty five thousand one hundred and seventy one Dollars with two cents (\$3,545,171.02). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein. In no event, shall Owner be required to make payment more than monthly

F. Intentionally Not Used

G. Payment Procedures

1. Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Section 00700 - General Conditions and Exhibit A - Application for Payment.
2. Final Payment: Upon Final Inspection and Final Completion and acceptance of the Work in accordance with Section 00700 - General Conditions. CITY shall pay the remainder of the contract price as provided in the General Conditions and Section 00627 – Certificate of Final Completion.

H. Retainage

Retainage for this Project is 5%.

I. Architect/Engineer

The Project has been designed by CPH Consulting, LLC., referred to in the documents as the Architect/Engineer.

J. Additional Terms and Conditions

1. The CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality goods and/or services to the CITY by means of employees who are neat in appearance and of polite demeanor.

2. All submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.
3. The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which goods and/or services provider shall provide goods and/or services for the CITY's projects.
4. The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.
5. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.
6. The CONTRACTOR hereby guarantees the CITY that all materials, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.
7. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.
8. Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.
9. No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.
10. Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based

upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects.

11. Quality, Professional Standards, and Security Requirements

- a. Under this paragraph 11, the term "CONTRACTOR'S employees" shall include CONTRACTOR'S agents, employees and SUBCONTRACTORS extending to SUBCONTRACTORS agents and employees.
- b. The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all services furnished by the CONTRACTOR under any Agreement resulting from this solicitation. The City reserves the right to require all CONTRACTOR employees, when on City property or Work sites, to wear identification badges at all times which, at a minimum, provides the name of the employee and the CONTRACTOR.
- c. The CITY reserves the right to require the CONTRACTOR to provide to the CITY a list of employees working on the project. Also, the list shall include employee working days, times and assignments within forty-eight (48) hours of the CITY's written request for such information. This information will be reviewed, screened and verified by the CITY, prior to the employees of the CONTRACTOR entering the CITY's premises and/or work sites.
- d. The CONTRACTOR shall comply with Section 00525 concerning criminal background check requirements of the employees of the Contractor and Subcontractors.
- e. In the event employees of the Contractor and Subcontractor do not qualify to Work on the Project due to A) Failure to have the required criminal background check reports submitted to the City by the FDLE; or B) Unsatisfactory background check reports on employees; then those employees will be disqualified by the City, and those disqualified employees will not be allowed to Work on the Project. Disqualification of employees to Work on the Project is a non-excusable delay to the Contract for which the City will not grant a Contract Time extension.
- f. Additionally, the CITY may request and the CONTRACTOR shall provide the name, address and social security number and licenses (driver's, commercial drivers license or CDL, or other

operator's license) for employees of the CONTRACTOR and/or SUBCONTRACTORS that may work on the CITY's premises in positions found by the City to be critical to the security and/or public safety of the CITY by reason of access to any publicly owned or operated facility. The CONTRACTOR shall release such information upon approval of the affected employees. If an employee refuses to authorize the release of their address, social security number and/or licenses they shall not be allowed to work or continue to work in such critical positions.

- e. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.
- 12. Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.
 - 13. The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
 - 14. Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement.
 - 15. Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.
 - 16. The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

17. The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.
18. Each invoice shall reference this Agreement, the appropriate billing period.
19. The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.
20. Invoices are to be forwarded directly the City's designated CEI representative, as identified at the preconstruction meeting, for review and processing.
21. CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the Work and the performance of this Agreement.
22. The City Manager, or his/her designated representative, shall have the following responsibilities:
 - a. Examination of all Work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the Work of the CONTRACTOR;
 - b. Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the Work covered by this Agreement;
 - c. Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the Project; and
 - d. Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
23. CITY may terminate this Agreement for convenience at any time or for any one (1) or more of the reasons as follows:
 - a. If, in the CITY's opinion, adequate progress is not being made by the CONTRACTOR due to the CONTRACTOR 's failure to perform; or
 - b. If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - c. The CONTRACTOR, or any employee or agent of the CONTRACTOR, is indicted or has a direct charge issued against

- him for any crime arising out of or in conjunction with any Work that has been performed by the CONTRACTOR; or
- d. The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 - e. The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.
24. In the event of any of the causes of termination, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement.
25. In the event that this Agreement is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.
26. The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.
27. Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing. Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.
28. The CITY shall have the right to terminate this Agreement without cause with a sixty (60) day written notice to the other party. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.
29. In the event that this Agreement is terminated, the CITY shall identify any specific Work to be continued to completion pursuant to the provisions of this Agreement.

30. In the event that after the CITY termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.
31. In the event this Agreement is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.
32. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.
33. The performance or provision of the CONTRACTOR's goods and/or services under this Agreement may be suspended by the CITY at any time.
34. In the event the CITY suspends the performance or provision of the CONTRACTOR services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.
35. Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.
36. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.
37. Indemnity and Insurance

- a. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or in part by the error, omission, negligent act, failure to act, breach of contract obligation, malfeasance, officers, officials, employees, or subCONTRACTORS. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the performance of Work. In no event, shall either party be responsible or liable to the other for any incidental, consequential, or indirect damages, whether arising by contract or tort.
 - b. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.
 - c. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - d. In claims against any person or entity, indemnification under this Section by an employee of the CONTRACTOR or its agents or subCONTRACTORS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subCONTRACTORS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
 - e. The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision of this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverage.
 - f. The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.
38. The CONTRACTOR shall obtain or possess and continuously maintain the insurance coverage as set forth and required in the bid documents.

39. All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.
40. The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Purchase/Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.
41. The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
42. The CONTRACTOR shall furnish Certificates of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.
43. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY's waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.
44. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.
45. The CONTRACTOR is an independent contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
46. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

47. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
48. The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of Work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.
49. The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
50. The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.
51. If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or Work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.
52. The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
53. The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination.
54. If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

55. The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.
56. The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
57. The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.
58. The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the Work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.
59. The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
60. If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
61. The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
62. The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

63. The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
64. The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.
65. The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.
66. In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Collier, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
67. In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.
68. The CONTRACTOR agrees to fully comply with all State laws relating to public records.
69. The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
70. The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

71. Any CONTRACTOR proposed subcontractors shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
72. The CONTRACTOR shall coordinate the provision of goods and/or services and Work product of any CITY approved subcontractors, and remain fully responsible for such goods and/or services and Work under the terms of this Agreement.
73. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.
74. The CONTRACTOR shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.
75. This Agreement is to be governed by the laws of the State of Florida.
76. Venue for any legal proceeding related to this Agreement shall be in the Judicial Circuit Court in and for Hendry County, Florida.
77. This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
78. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.
79. This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof,

and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

80. This Agreement may only be amended, supplemented or modified by a formal written amendment.
81. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
82. Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.
83. The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
84. In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.
85. The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.
86. Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
87. The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.
88. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid

or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

89. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.
90. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
91. The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.
92. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.
93. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

K. Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests. In order to comply with Section 119.0701, Florida Statutes, public records laws, the CONTRACTOR must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

CITY in a format that is compatible with the information technology systems of the CITY.

5. If the CONTRACTOR does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.
6. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. the CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY with a copy of the CONTRACTOR's response to each such request.
7. The CONTRACTOR shall note the following:

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPUTY CITY CLERK, TIJAUNA WARNER AT (863) 675-2872, TIAWARNER@CITYLABELLE.COM, 481 WEST HICKPOCHEE AVENUE, LABELLE, FLORIDA 33935,

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

CONTRACTOR:

DEC Contracting Group, Inc.

Name of Firm

E. Bodenstein 5/27/2026

By (Signature)

Date

(SEAL)

Erika Bodenstein, Vice President

Printed Name and Title

ATTEST:

D. R. Masch II

5.27.26

By (Signature)

Date

Douglas R. Masch II President

Printed Name and Title

OWNER:

City of Labelle

Name of Owner

By (Signature)

Date

(SEAL)

, Mayor

Printed Name and Title

ATTEST:

By (Signature)

Date

, City Clerk

Printed Name and Title

Approved as to form and legal sufficiency.

Date

City Attorney

END OF SECTION

RESOLUTION NO. 2026 - 12**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, APPROVING ASSESS TO CHILDCARE PROGRAMS, ISSUES, AND BARRIERS TO ASSIST FAMILIES AND PROVIDERS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, access to high quality childcare and early education in a safe and nurturing environment positively impacts the brain development of young children and helps children develop skills, learn, and grow, to be fully prepared for kindergarten and beyond; and

WHEREAS, access to affordable, high-quality childcare can be a key driver of economic growth and mobility by enabling families of all income levels to participate in the workforce, and

WHEREAS, access to affordable childcare is a central detriment to whether and how reliably parents and caregivers can participate in the labor force; and

WHEREAS, according to Census data 20% of the City's population is under the age of 18; and

WHEREAS, previous workforce initiatives across Hendry County have identified childcare issues as a barrier to workforce entry; and

WHEREAS, according to Census data, employment in the childcare industry is trending downward within the city; and

WHEREAS, the draft update of the Comprehensive Plan for the City of LaBelle identifies childcare as an economic development priority; and

WHEREAS, the Mayor and Commission wish to identify existing programs and proposed expand childcare availability; and

WHEREAS, the Mayor believes that current childcare providers may provide important recommendations for actions the city could take and therefore wish to receive feedback from providers regarding childcare operations and challenges to lower costs and expand availability.

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

Section 1. Charge: The City's Childcare Working Group is charged with the following duties and responsibilities:

- A. Interview/survey existing childcare providers in or near The City of LaBelle to identify what changes they believe would expand access, help lower costs, and encourage workforce participation.
- B. Interview/survey parents and caregivers in the Greater LaBelle region to assess the childcare needs.
- C. Research federal, state, county, and non-profit programs and reports that may assist families to access and afford childcare.
- D. Provide updates as needed to the Council and provide a report on the other findings before September 2026.

Section 2. Authorization and Approval. The City Commission of the City of LaBelle hereby adopts, authorizes, and approves access to “Childcare Programs.”

Section 3. Authority of the Mayor. The Mayor is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 11th day of June, 2026.

Julie C. Wilkins, Mayor

ATTEST:

Tijauna Warner, MPA, MMC, Deputy City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Derek Rooney, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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

To: Honorable Mayor and City Commission
*Prepared By: Justin deMello, Woodard & Curran
*Date of Meeting: June 5, 2026
*Date Submitted: June 5, 2026
*Title of Agenda Item: Drinking Water System Improvements Design Change Order (SAHFI Funding)

***Agenda Location:**

*Report in brief: Woodard & Curran change order to integrate modifications to Drinking Water System design improvements. The original design was for an elevated water tower located near SR 80. The City was unable to acquire land for the Tower and the City opted to pivot to a ground storage tank at the old water treatment plant facility. Woodard & Curran had to revise the planning document to justify the requested change, authorize survey and geotechnical investigations for the new site, re-run hydraulic model for pressure evaluations and tank/pipe sizing and re-design the pumps and tank to meet this requested change. This project will provide critical system upgrades and capacity and pressure improvements throughout the City.

Staff Comments:

Fiscal Impact: No budget impact. Funded through grants

Has the request been budgeted? ☒ Yes ☐ No

If yes, expected cost and account name: Water Revenues

If no, amount needed and proposed account:

***Recommended Actions:**

Date of Issuance: 04/30/26

Effective Date: Date of Owner's Signature

Project: LaBelle Drinking Water System Improvements	Owner: City of LaBelle, FL	Owner's P.O. No.:
Contract: Design Engineering Services for Drinking Water System Improvements		Date of Contract: 12/02/24; signed by City 12/12/24
Contractor: N/A		Engineer's Project No.: 0234532.18

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Compensation increase of \$250,000.00 due to additional scope of work items including the following:

- Design change from pedosphere elevated storage tank on greenfield site to ground storage tank and high service pump station on old WTP site which included data gathering and condition analysis of existing site and facilities, revisions to distribution system improvements, revisions to the hydraulic model; revisions to the surge analysis; development of demolition plans, etc.
- Addition of chemical scrubber to air discharge from existing degasifier which included addition of new chemical feed systems and new plumbing, electrical, structural, and controls design;
- Modifications to design and operation of concentrate storage tank to facilitate combining RO concentrate and WWTP effluent to feed the deep injection well;
- FDEP required addition of 2025 consumption data to the CUP renewal application which required revisions to the data analysis, impact analysis, and ground water modeling work.

Attachments (list documents supporting change):

Executed Proposal for Design Engineering Services for Drinking Water System Improvements dated 12/02/24

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 1,521,000.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ N/A

Contract Price prior to this Change Order:

\$ 1,521,000.00

[Increase] [Decrease] of this Change Order:

\$ 250,000.00

Contract Price incorporating this Change Order:

\$ 1,771,000.00

Original Contract Times: ☐ Working days ☐ Calendar days

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

—Substantial completion (days): _____

—Ready for final payment (days): _____

Contract Times prior to this Change Order:

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature) Date: 04/30/26 _____	By: _____ Owner (Authorized Signature) Date: _____	By: _____ ~~Contractor (Authorized Signature)~~ Date: _____
Approved by Funding Agency (if applicable): _____ Date: _____	Approved by Funding Agency (if applicable): _____ Date: _____	~~Approved by Funding Agency (if applicable):~~ ~~_____~~ ~~Date: _____~~

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



CITY OF LABELLE, FLORIDA
Planning Staff Report
Plant World
Annexation and Comprehensive Plan Amendment

TYPE OF CASE: Annexation & Comprehensive Plan Amendment

STAFF REVIEWER: Patty Kulak

DATE: June 11, 2026

APPLICANT: Alico, Inc. represented by Mitch Hutchcraft

AGENT: Dan Delisi, Delisi Inc.

REQUEST: Annex a 74± acre property from unincorporated Hendry County into the City of LaBelle municipal boundary and amend the City of LaBelle Comprehensive Plan Future Land Use Map designation from Hendry County "Multi-Use" to the City of LaBelle "Outlying Mixed Use".

LOCATION: South of W SR 80/North of Helms Road

PROPERTY SIZE: 84+/-acres

FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:

Existing Future Land Use Designation: Multi-Use (*Hendry County*)
Existing Zoning: A-2 (*Hendry County*)
Land Use: Vacant / Agricultural

SURROUNDING LAND USE:

North: FLU – Commercial (Hendry County)
Zoning – Agriculture (A-2)
Land Use – Vacant

South: FLU – Multi-Use (Hendry County)
Zoning – Agriculture (A-2)
Land Use – Undeveloped

East: FLU – Employment Village – Old Grove Subdistrict (City of LaBelle)
Zoning – Old Grove Planned Unit Development (PUD)
Land Use – Undeveloped

West: FLU – Multi-Use (Hendry County)
 Zoning – Agriculture (A-2)
 Land Use – Undeveloped

SINCE 1ST READING:

No changes.

SINCE LPA:

This item was heard by the Local Planning Agency on March 12, 2026. At that hearing, the Board recommended approval of the annexation and comprehensive plan amendment, with the understanding that further decisions regarding vehicular access and the ownership of Ben Moore Road would be addressed during future adoption hearings. This approach allowed the applicant additional time to conduct internal discussions to continue the conversation with the Commission during the first reading hearing. No additional documents have been received.

STAFF NARRATIVE:

Dan-Nico Properties (“Applicant”) is requesting approval to:

1. Annex 74+/- acres from unincorporated Hendry County into the City of LaBelle municipal boundary (Note: 10 acres of the subject property are already within the municipal boundary).
2. Amend the City of LaBelle Future Land Use Map to designate the 84-acre subject property, and one additional property under common ownership, to the City’s Outlying Mixed-Use future land use category.

A rezoning petition was not filed concurrently with the annexation and comprehensive plan amendment. The requested Outlying Mixed-Use future land use category requires rezoning to a Planned Unit Development (PUD) zoning district. Thus, a PUD rezone approval by the City Commission will be required prior to site development activities. The Applicant stated the reasoning for not filing the PUD rezoning application is due to potential changes in market demand and lack of a specific development program at this time.

BACKGROUND

The subject property consists of two parcels totaling approximately 74 acres of vacant land located within unincorporated Hendry County. The site is contiguous to the City of LaBelle municipal boundaries on the east and west side of the property, and a portion along the south that is owned by the same entity, Alico Inc. As the parcels are requesting to be designated Outlying Mixed Use. After the annexation and comprehensive plan amendment property owner will have 84+/- acreages that is planned to be rezoned to a Planned Unit Development (PUD).

The parcels are currently zoned Multi-Use on the Hendry County Future Land Use Map and the zoning classification for the property under Hendry County’s zoning regulations is General Agricultural (A-2).

ANNEXATION REQUEST

The Applicant’s Voluntary Annexation Petition meets the stated annexation rules outline in Chapter 171, Part II, Florida Statutes as follows:

- The Property boundary is contiguous to the City of LaBelle municipal boundary, which runs along the east, west, and south property boundaries.

- The Property is intended for “reasonably compact” development of urban land uses as demonstrated through the concurrent Comprehensive Future Land Use Map Amendment requesting Outlying Mixed Use future land use.
- The annexation will not result in an “enclave”, defined in Florida Statutes as “any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality”, as the land area south of the annexation that remains in the County is undeveloped/unimproved.
- Additionally, the City is coordinating with Hendry County to create a Joint Planning Area (JPA) to target lands appropriate for annexation. The subject annexation falls within the areas identified for future annexation into the City. The JPA is in draft form and not adopted by the City or County. Further legal input is required relating to the creation of the enclave.

Based on the above analysis the application meets the criteria for annexation into the City of LaBelle municipal boundary.

COMPREHENSIVE PLAN AMENDMENT REQUEST

The subject property is currently designated Multi-Use under the Hendry County Comprehensive Plan, which permits residential development at a maximum density of four (4) dwelling units per acre in addition to non-residential uses including retail, commercial, and mixed-use. A 10-acre portion of the site that is under common ownership lies within the City and is designated Residential, while the remaining acreage is located in unincorporated Hendry County.

The Outlying Mixed Use category allows residential development at a base density of six (6) dwelling units per acre and is intended to accommodate integrated, mixed-use planned development in areas transitioning to urban services. The applicant has indicated an anticipated development program of approximately 330 dwelling units, with final density and site design to be established through a future Planned Unit Development rezoning. The Outlying Mixed Use future land use category is the most similar City category compared to the County’s Multi-Use category.

Comprehensive Plan Consistency:

The subject property is located within an area characterized by a mix of commercial, employment, and undeveloped lands. The property to the north is within the Commercial Future Land Use. To the south and west, the surrounding properties are designated Multi-Use, with both areas currently undeveloped. To the east, the property is adjacent to lands designated Employment Village – Old Grove Subdistrict and zoned Old Grove PUD, which are also presently undeveloped but planned for future employment-oriented and mixed-use development. The School District is currently permitting/developing a new high school campus on the eastern portion of this property.

In comparison to the surrounding Future Land Use designations, existing and planned development patterns, the subject site is positioned within an area anticipated for future growth.. The Commercial designation to the north and the approved PUD to the east indicate planned higher-intensity development in the vicinity, while the Multi-Use designations to the south and west allow for residential and mixed development consistent with changing land use patterns. Although much of the surrounding land remains undeveloped, the adopted Future Land Use framework anticipates continued development and integration of uses in this area.

The request is consistent with the following objectives and policies of the City’s Comprehensive Plan as follows:

Outlying Mixed Use Land Use Category Policy 1.3.2

Policy 1.3.2 establishes the Outlying Mixed-Use category to provide for integrated, planned developments where a mixture of residential and commercial uses are permitted and encouraged. The subject property exceeds 16 acres and may qualify under the Regional Center sub-category, which permits residential density up to six (6) units per acre.

Traffic Circulation Element Policy 2.5.2

The applicant has submitted a Traffic Impact Study (TIS) for the proposed project for an anticipated residential development. Traffic Circulation Element Policy 2.5.2 requires that new development be reviewed to ensure impacts to the roadway network are addressed and that adopted Level of Service standards are maintained. The submitted Traffic Impact Statement evaluates both short-term (2030) and long-term (2045) conditions and concludes that the affected roadway segments, including SR 80, are projected to operate within adopted Level of Service thresholds after accounting for project trips. An updated TIS will be required for all future PUD rezoning and Site Construction Permit applications to further review the anticipated flow at the time of development.

Infrastructure Element Policy 4.1

Central water and sewer lines are available along the SR 80 corridor, and the applicant will be required to connect to the City’s potable water and wastewater systems at the time of development. The applicant will be responsible for all costs associated with extending potable water and sanitary sewer infrastructure necessary to serve the property, consistent with staff conditions of approval. Prior to construction, the applicant must demonstrate adequate infrastructure capacity and obtain confirmation of service availability from the City of LaBelle through the site construction permitting process. A more detailed analysis of utility capacity and infrastructure requirements will be conducted during the Planned Unit Development review process.

STAFF RECOMMENDATION:

The annexation applies to two parcels totaling approximately 74 acres. The accompanying Comprehensive Plan Amendment would assign 84 acres the Outlying Mixed Use designation to those parcels and re-designate an already incorporated parcel currently designated Residential. Upon approval, approximately 84.04 acres would carry the Outlying Mixed Use designation, with future development anticipated to proceed through a Planned Unit Development (PUD) rezoning.

Based on the analysis provided in this report, staff finds the proposed annexation and Comprehensive Plan Amendment to be consistent with the City of LaBelle Land Development Code and Comprehensive Plan and recommends APPROVAL. Annexations and Comprehensive Plan Amendments cannot be conditioned. Thus, future conditions will be proffered as part of the PUD rezoning process.

SUGGESTED MOTION(S):

APPROVAL:

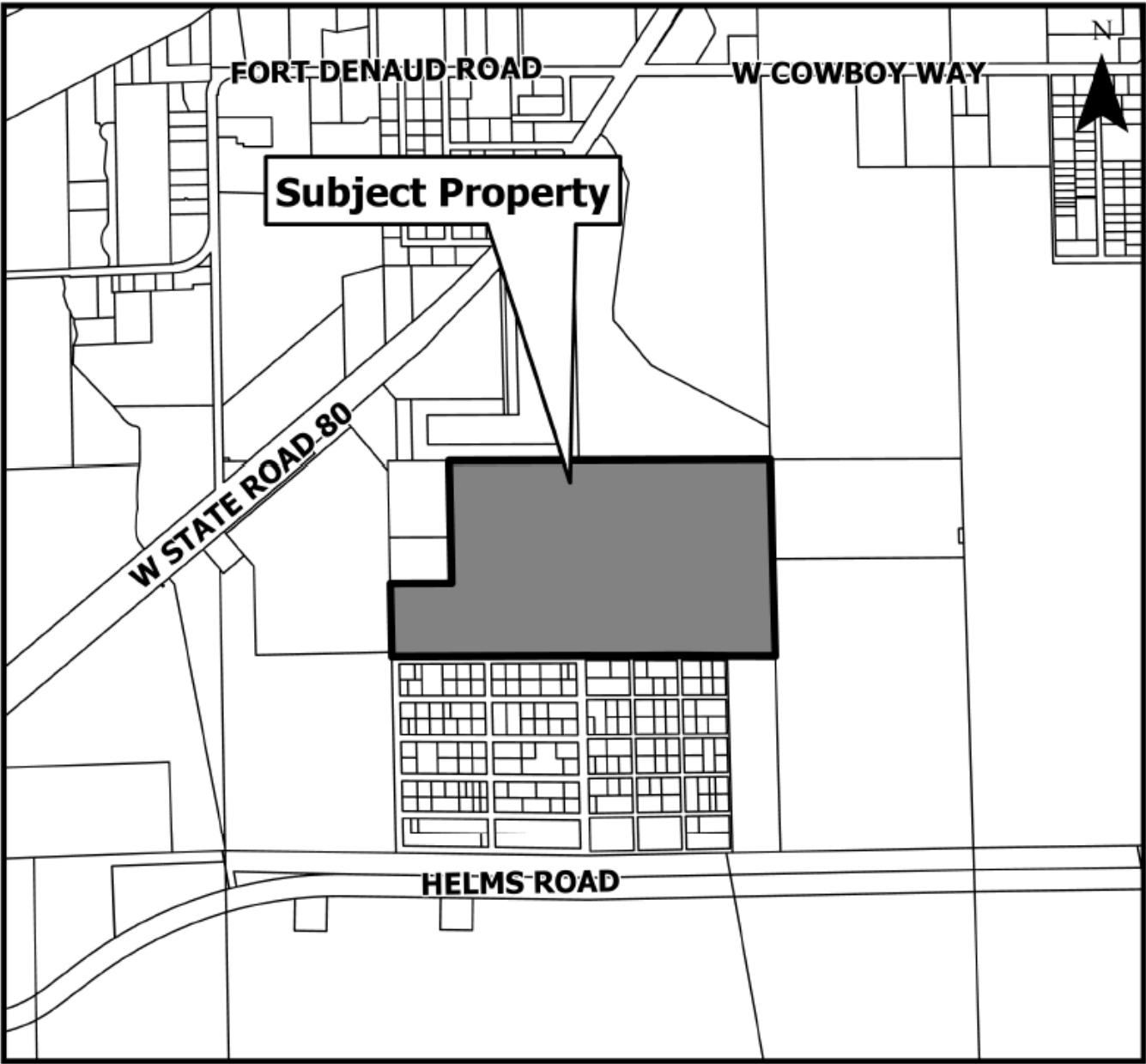
I make a motion to **APPROVE** annexation of the 74+/- acres from unincorporated Hendry County into the City of LaBelle municipal boundary and amend the City of LaBelle Future Land Use Map to designate the 84-acre subject property within the Outlying Mixed Use future land use category.

DENIAL:

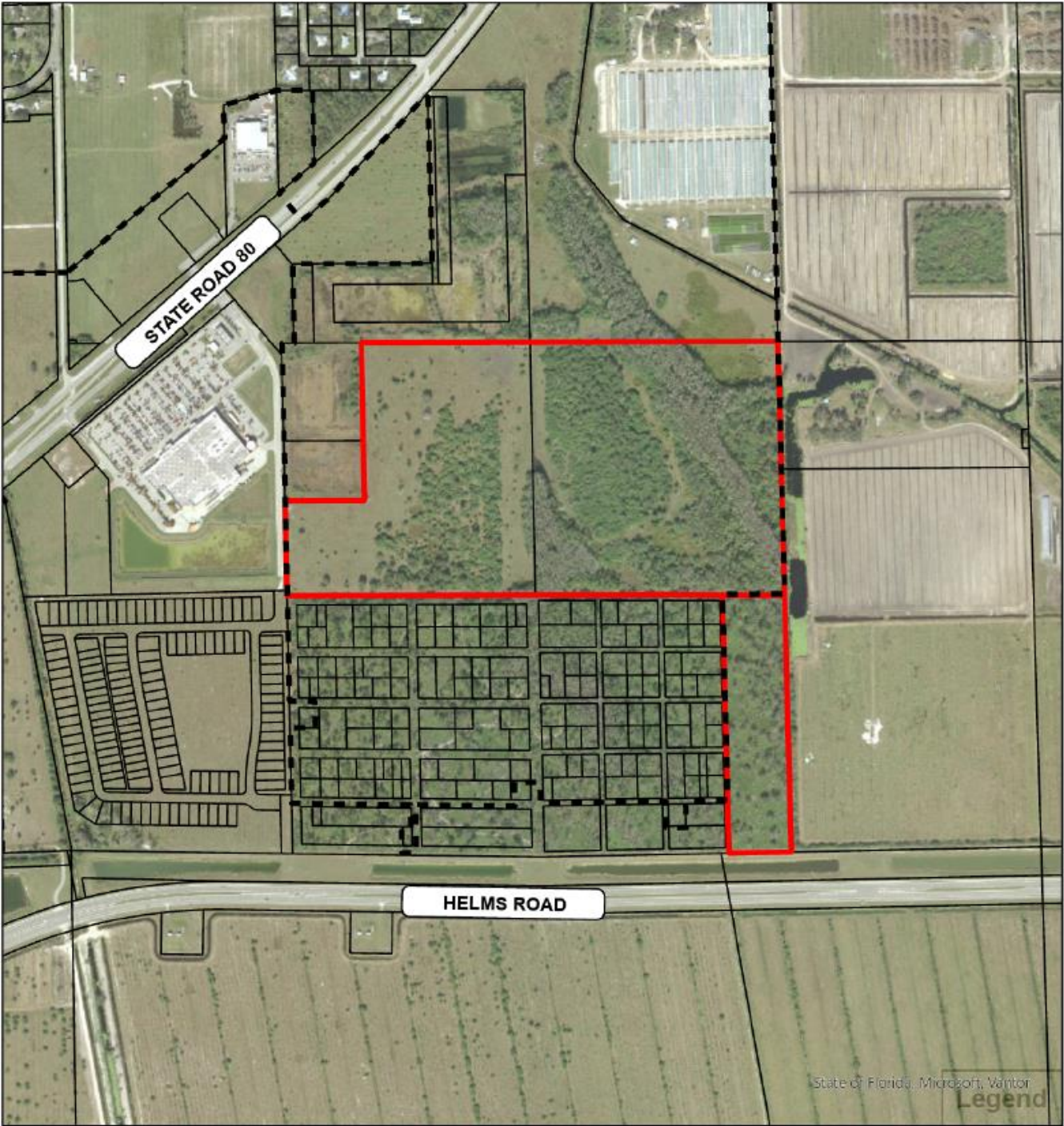
I make a motion to **DENY** annexation of the 74+/- acres from unincorporated Hendry County into the City of LaBelle municipal boundary and amend the City of LaBelle Future Land Use Map to designate the 84-acre subject property within the Outlying Mixed Use future land use category.

The request does not meet the annexation or Comprehensive Plan Amendment criteria:

LOCATION MAP



EXISTING CITY LIMITS



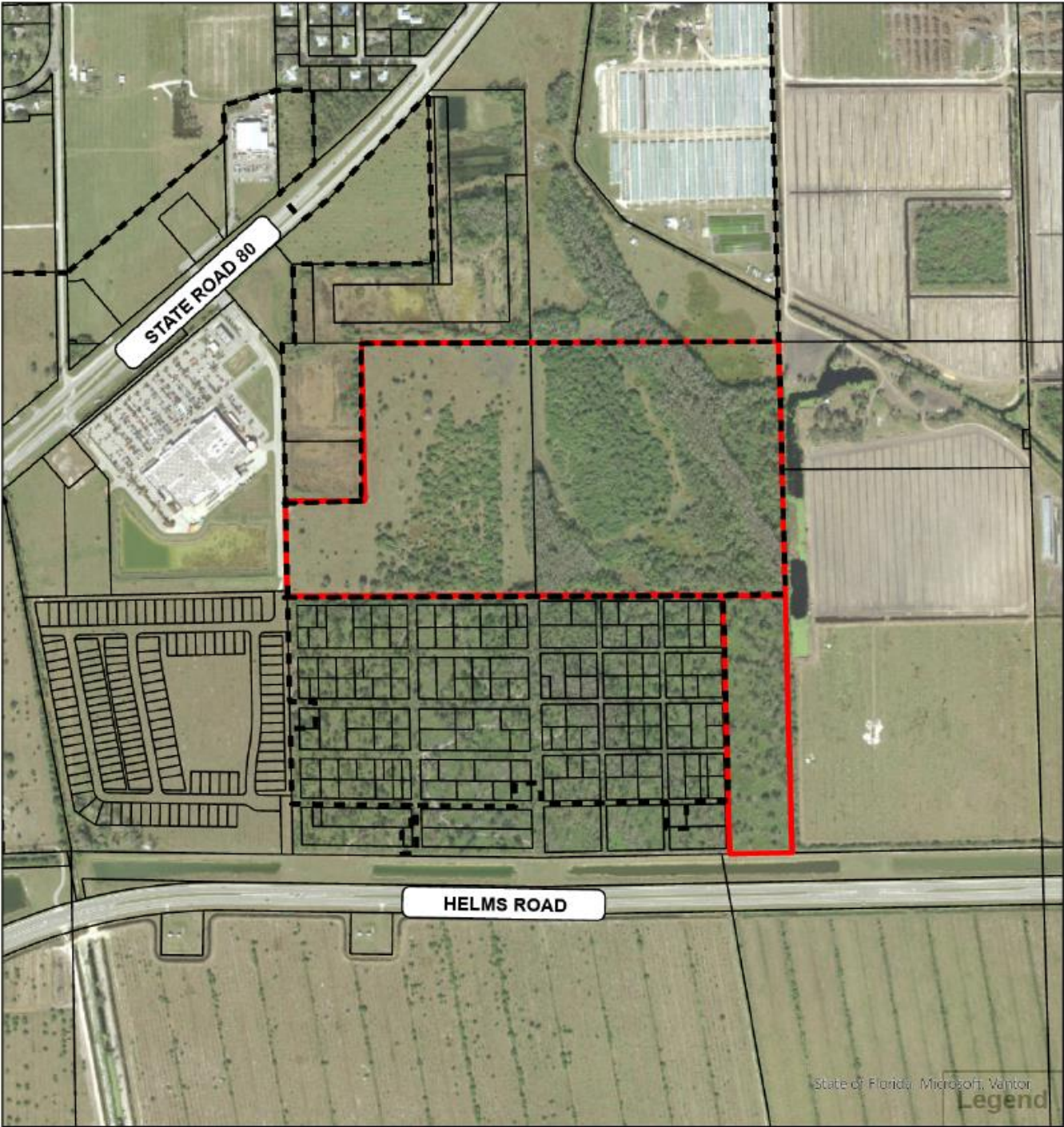
Copyright 1991



- Legend**
- Subject Property
 - Parcels
 - City of LaBelle Municipal Boundary



PROPOSED CITY LIMITS



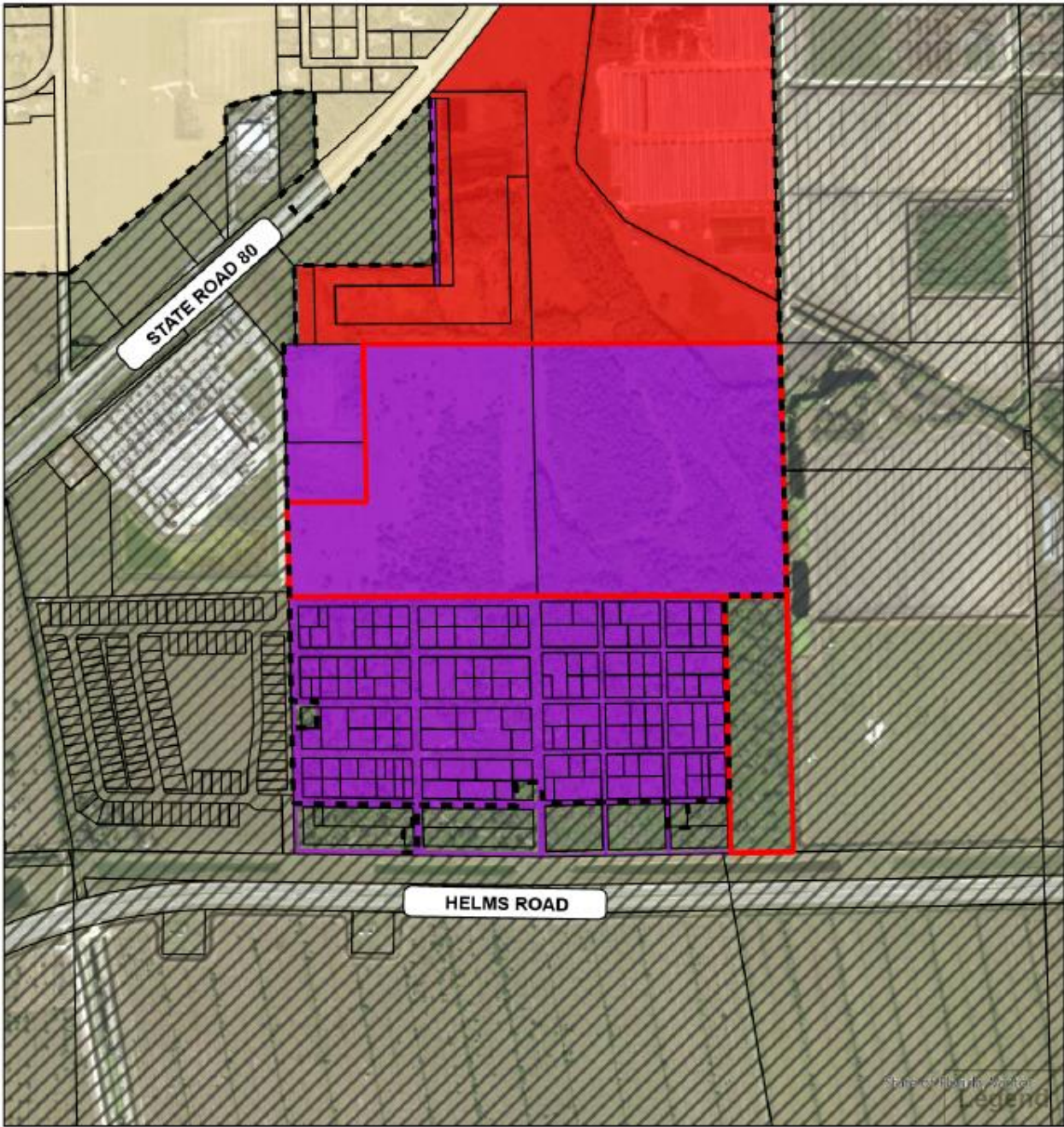
Copyright (c) 1991



- Legend**
- Subject Property
 - Parcels
 - City of LaBelle Municipal Boundary



CURRENT FUTURE LAND USE MAP



Legend

 City of LaBelle Municipal Boundary	 Hendry County Future Land Use Commercial
 Subject Property	 LaBelle Multi-Use
 Parcels	 Residential, Medium Density



PROPOSED FUTURE LAND USE MAP

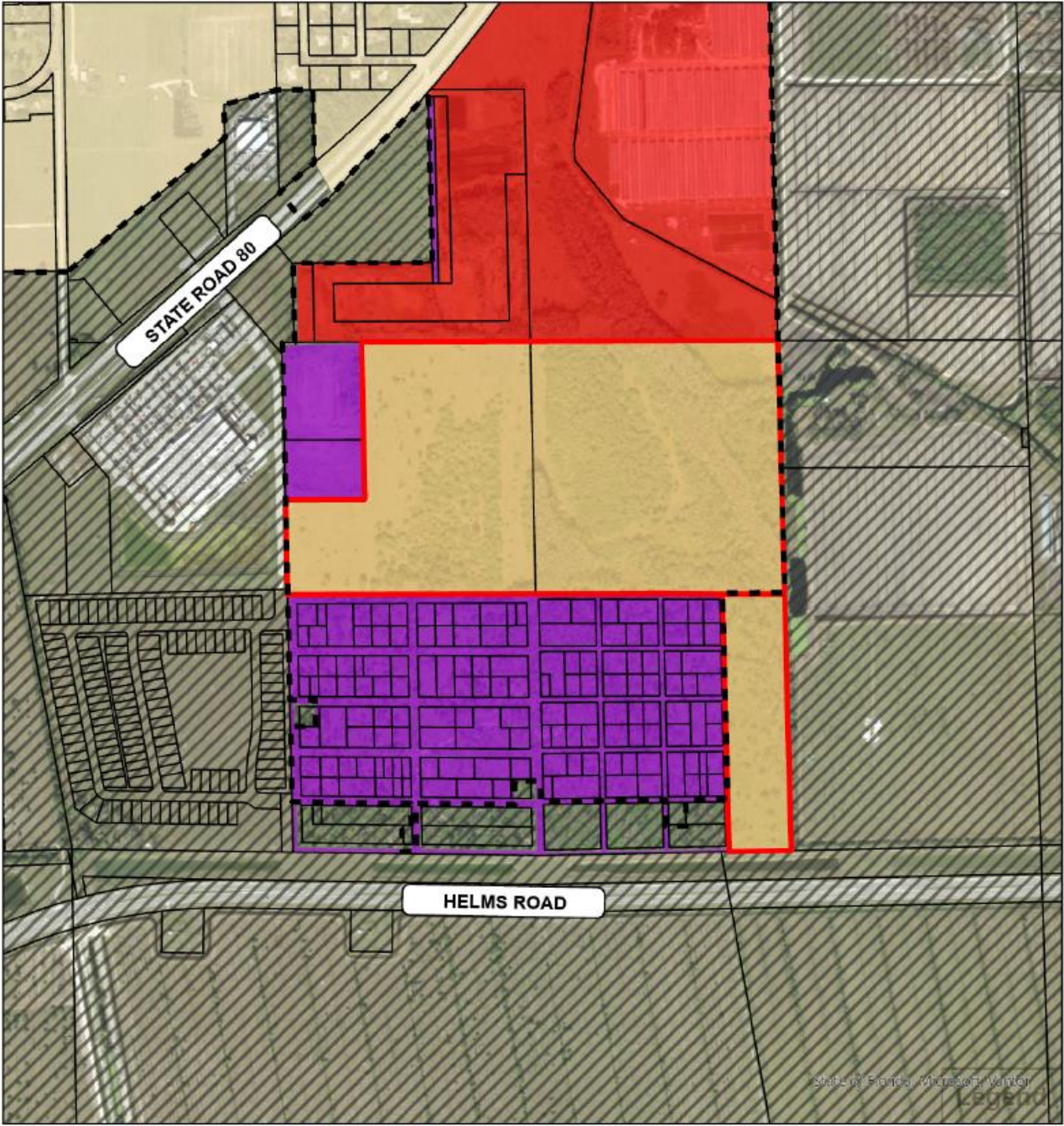


**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1: The Northeast 1/4 of the Southwest 1/4 of Section 18, Township 43 South, Range 29 East, Hendry County, Florida; LESS & EXCEPT Beginning at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 run East 420 feet; thence South 833 feet; thence West 420 feet; thence North to the Point of Beginning; and

PARCEL 2: Northwest 1/4 of the Southeast 1/4 of Section 18, Township 43 South, Range 29 East, Hendry County, Florida.

PARCEL 3: The East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 43 South, Range 29 East, Hendry County, Florida.

CITY OF LABELLE
ORDINANCE 2026-05
PLANT WORLD ANNEXATION

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, ANNEXING A 74+/-ACRE PROPERTY LOCATED SOUTH OF W SR 80 ROAD AND NORTH OF HELMS ROAD, INTO THE CORPORATE LIMITS OF THE CITY OF LABELLE, FLORIDA; IN ACCORDANCE WITH THE ANNEXATION PROVISIONS OF CHAPTER 171, PART II, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF SAID CITY IN CONFORMANCE THEREWITH; AMENDING THE OFFICIAL BOUNDARY MAP OF THE CITY OF LABELLE, FLORIDA, PROVIDING THAT EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS REMAIN UNTIL CHANGED BY THE CITY ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alico Inc., has initiated a voluntary annexation of real property located ¼ mile south of State Road 80 and west of Ben Moore Drive, City of LaBelle, Florida, “the property” as described and depicted in Exhibit “A”, Exhibit “B”, Exhibit “C”, and “Exhibit D”, attached hereto; and,

WHEREAS, the City and the County have identified certain lands that are logical for annexation into the City, the appropriate land uses and infrastructure needs for said area, and the provider of services and infrastructure for said areas; and,

WHEREAS, the properties to be annexed shall retain the comprehensive plan future land use and zoning classifications existing at the time this ordinance is approved; unless otherwise requested by the property owner, the properties will become subject to the City Comprehensive Plan Future Land Use and zoning classifications most consistent with the retained classifications upon subsequent action by the City.

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 City Commission, after advertised public hearings on March 12, 2026, May 14, 2029, and June 11, 2026 Ordinance 2026-05 is hereby adopted, annexing the property in the City of LaBelle municipal boundary.

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 in accordance with Florida Statutes.

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	_____	_____

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EXHIBIT A

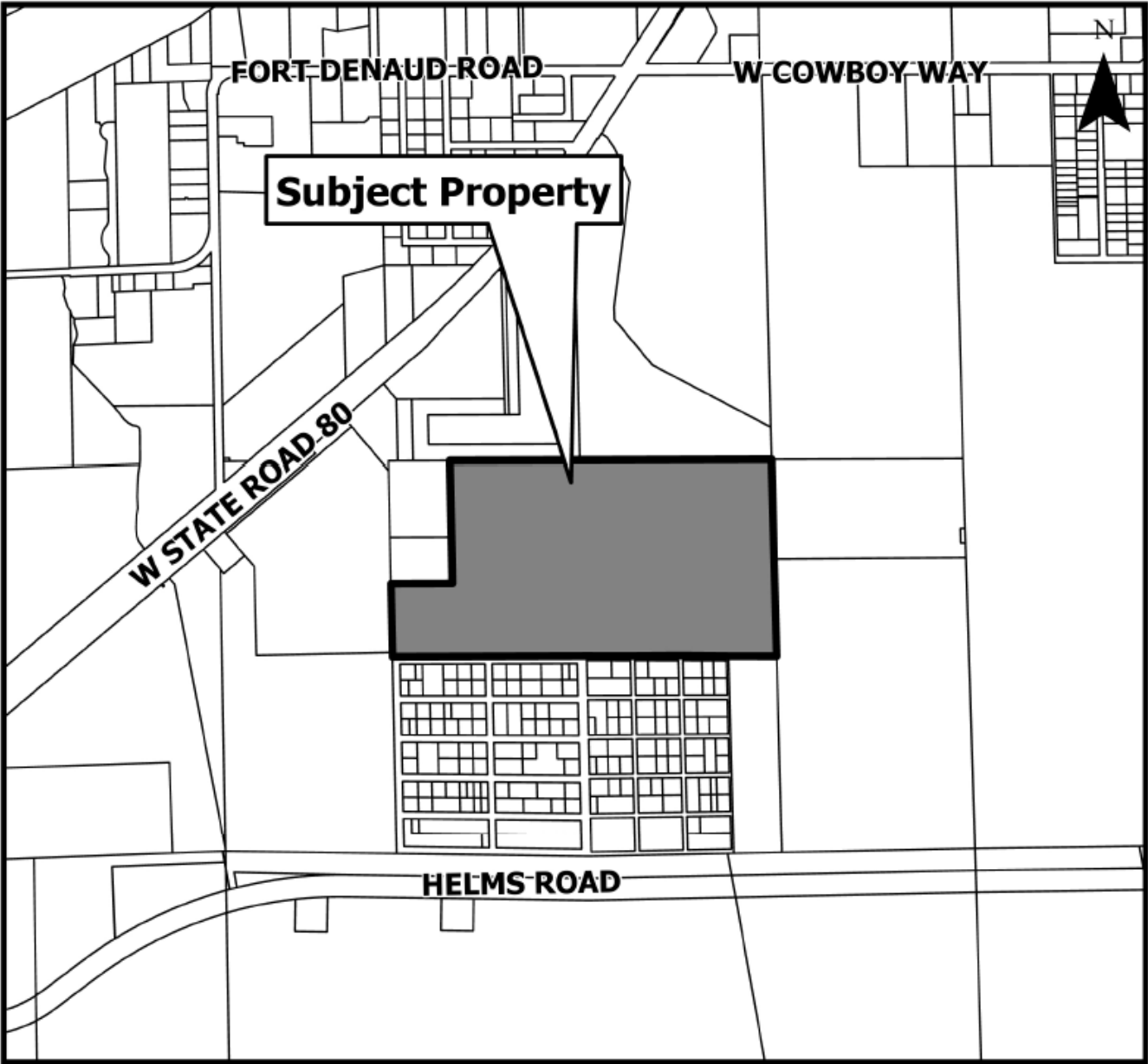
LEGAL DESCRIPTION

PARCEL 1: The Northeast 1/4 of the Southwest 1/4 of Section 18, Township 43 South, Range 29 East, Hendry County, Florida; LESS & EXCEPT Beginning at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 run East 420 feet; thence South 833 feet; thence West 420 feet; thence North to the Point of Beginning; and

PARCEL 2: Northwest 1/4 of the Southeast 1/4 of Section 18, Township 43 South, Range 29 East, Hendry County, Florida.

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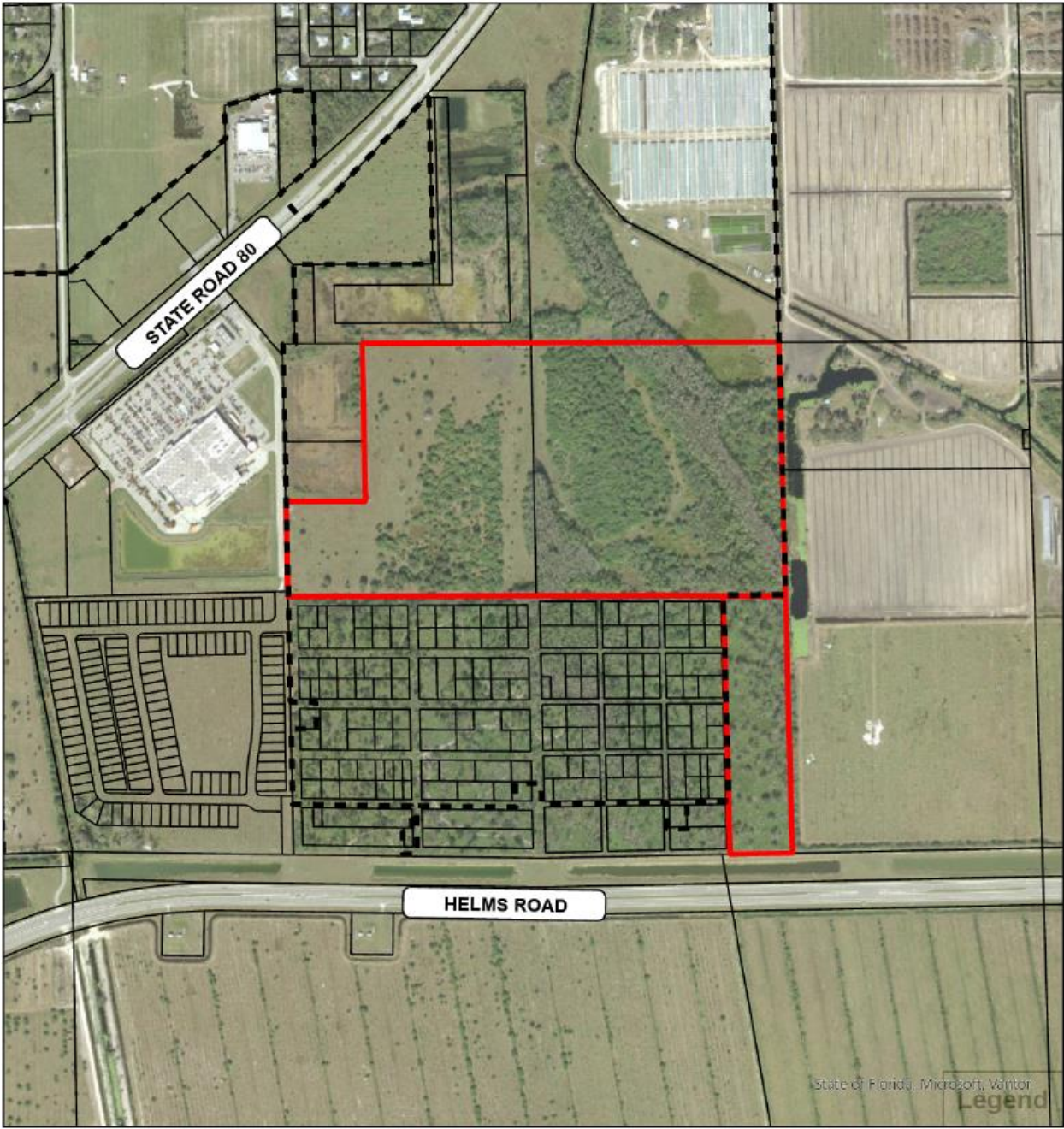
EXHIBIT B
LOCATION MAP



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EXHIBIT C
EXISTING MUNICIPAL BOUNDARY MAP



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Legend

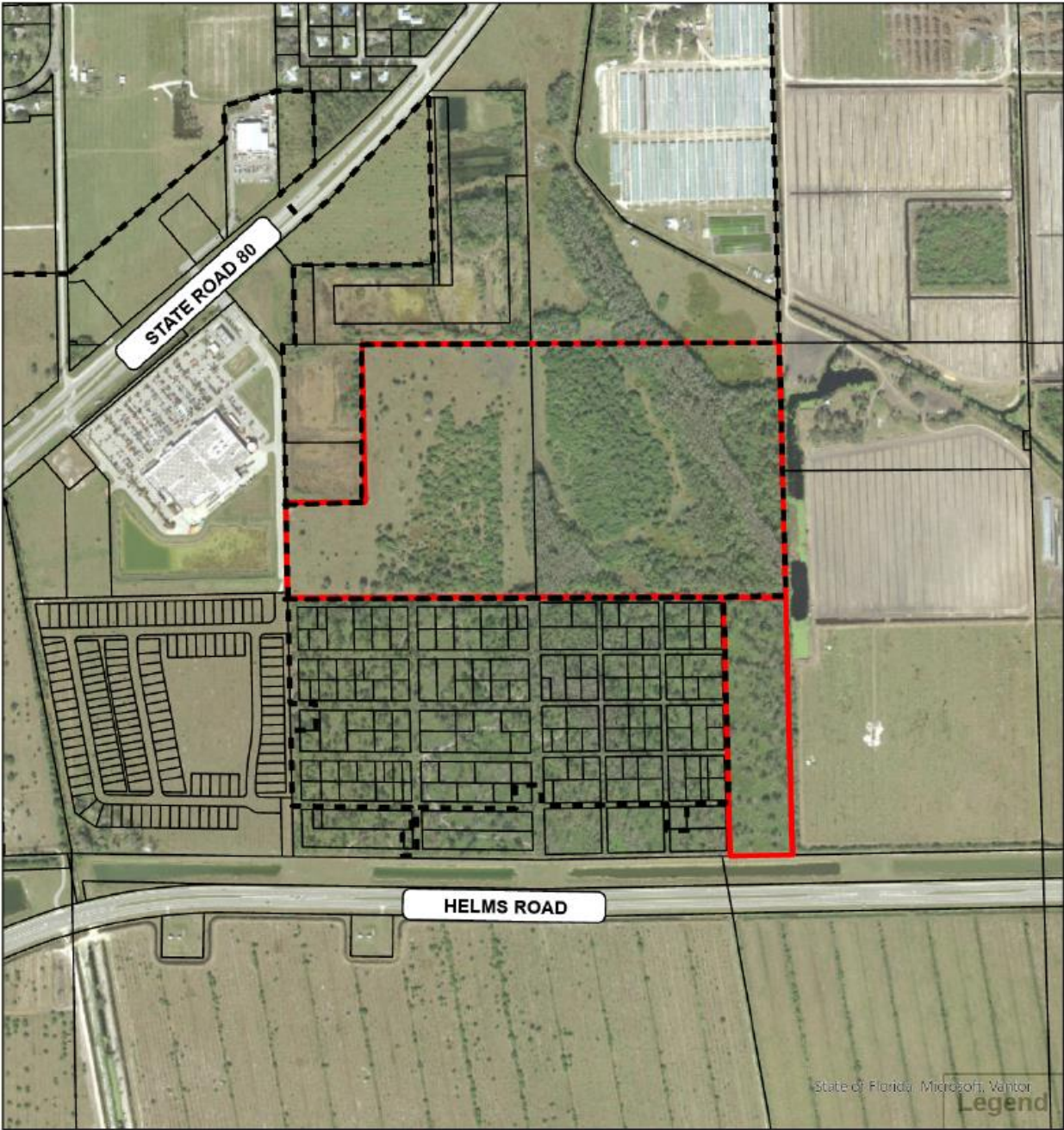
-  Subject Property
-  Parcels
-  City of LaBelle Municipal Boundary



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EXHIBIT D
PROPOSED MUNICIPAL BOUNDARY MAP



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TABLE OF CONTENTS
PLANT WORLD
CITY OF LABELLE ANNEXATION APPLICATION

1. Application Form
2. Authorization Forms
3. Survey
4. Aerial Location Map

**CITY OF LABELLE
VOLUNTARY ANNEXATION
AGREEMENT PETITION**

Date Received _____

File Number: ARV-200 - _____

Date Adopted: _____

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

Petitioner: Alico Inc. (represented by Mitch Hutchcraft)

Address: 10070 Daniels Interstate Court, Suite 200, Fort Myers, FL 33913

Telephone #: 239-405-1694 Fax #: _____ E-mail: mhutchcraft@alicoinc.com

Agent for Petitioner: Dan Delisi

Address: P.O. Box. 8065, West Palm Beach, FL 33407

Telephone #: 239-913-7159 Fax #: _____ E-mail: dan@delisi-inc.com

Owner of Property: Alico Inc.

Address: 10070 Daniels Interstate Court, Suite 200, Fort Myers, FL 33913

Telephone #: 239-226-2030 Fax #: _____ E-mail: jkiernan@alicoinc.com

Address/Location of Subject Property W SR 80, Labelle, Florida 33935

Folio Number of Subject Property 1 29 43 18 A00 0013.0000, 1 29 43 18 A00 0018.0000, and 2 29 43 18 A00 0020.0000

Legal Description of Property Involved See Attached, Exhibit A.

Lot Size 83.08 Acres

Existing Use of Property Vacant/Agriculture

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

Existing Zoning A-2 (Hendry County) and AG (LaBelle)

Existing Comprehensive Plan Designation Multi-Use (Hendry County) and Residential (LaBelle)

Uses Proposed Residential with Ancillary Recreation and Community Facilities

Proposed Number of Dwelling Units and/or Commercial Square Footage 330 DU

Not to Exceed

Maximum Building Heights 2 Stories/24'

Total Acreage/Square Footage of Subject Property 83.08 Acres (See Survey, Attached)



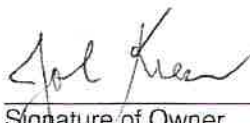
Signature of Petitioner

Mitchel A. Hutchcraft for Alico Inc.

Print or type name of person signing above

11/24/2025

Date



Signature of Owner

John Kiernan, President and CEO, Alico

Print or type name of person signing above

11/24/25

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, John Kiernan, President and CEO Alico 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, John Kiernan, do hereby constitute and appoint Dan Delisi my true and lawful attorney, to execute the foregoing instrument in my name, place and stead this 24th day of NOVEMBER, 2025.

Joe Kien Date: 11/24/25
Signature of owner or authorized agent

John Kiernan
Print or type name of person signing above

Alico Incorporated
Name of owner/agent entity if a corporation, L.L.C., partnership, or trust
President and CEO
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 LEE)

The foregoing instrument was acknowledged before me this 24th day of NOVEMBER, 2025, by JOHN KIERMAN who is personally known to me or ~~who has produced~~ as identification and who did not take an oath.



KELLY WRIGHT
Commission # HH 428469
Expires August 1, 2027

Kelly Wright
Notary Public
Kelly Wright
Print or type name
My Commission Expires: August 1, 2027

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

Signature
Title: _____
Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

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

**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 Alico Plant World
And legally described in Exhibit A attached hereto.

The property described herein is the subject of a Voluntary Annexation application. We hereby designate Dan Delisi as the legal representative of the property in the course of seeking approval of this application. This representative will remain the only entity to authorize development activity until such time as anew or amended authorization is delivered to the City.

[Signature]
Owner Signature

John Kiernan
Printed Name

Alico Incorporated

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

President and CEO

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

10070 Daniels Interstate Court, Suite 200, Fort Myers, FL 33913
Address of Owner

STATE OF FLORIDA)

COUNTY OF Lee)

Sworn to (or affirmed) and subscribed before me this 24th day of
NOVEMBER, 2025, by JOHN KIERNAN
() capacity if applicable who is personally known to me or produced
as identification.



KELLY WRIGHT
Commission # HH 428469
Expires August 1, 2027

[Signature]
Notary Public
Notary Public – State of Florida
My commission expires August 1, 2027

Kelly Wright
Name typed, stamped or printed

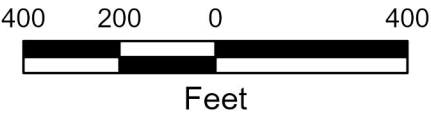
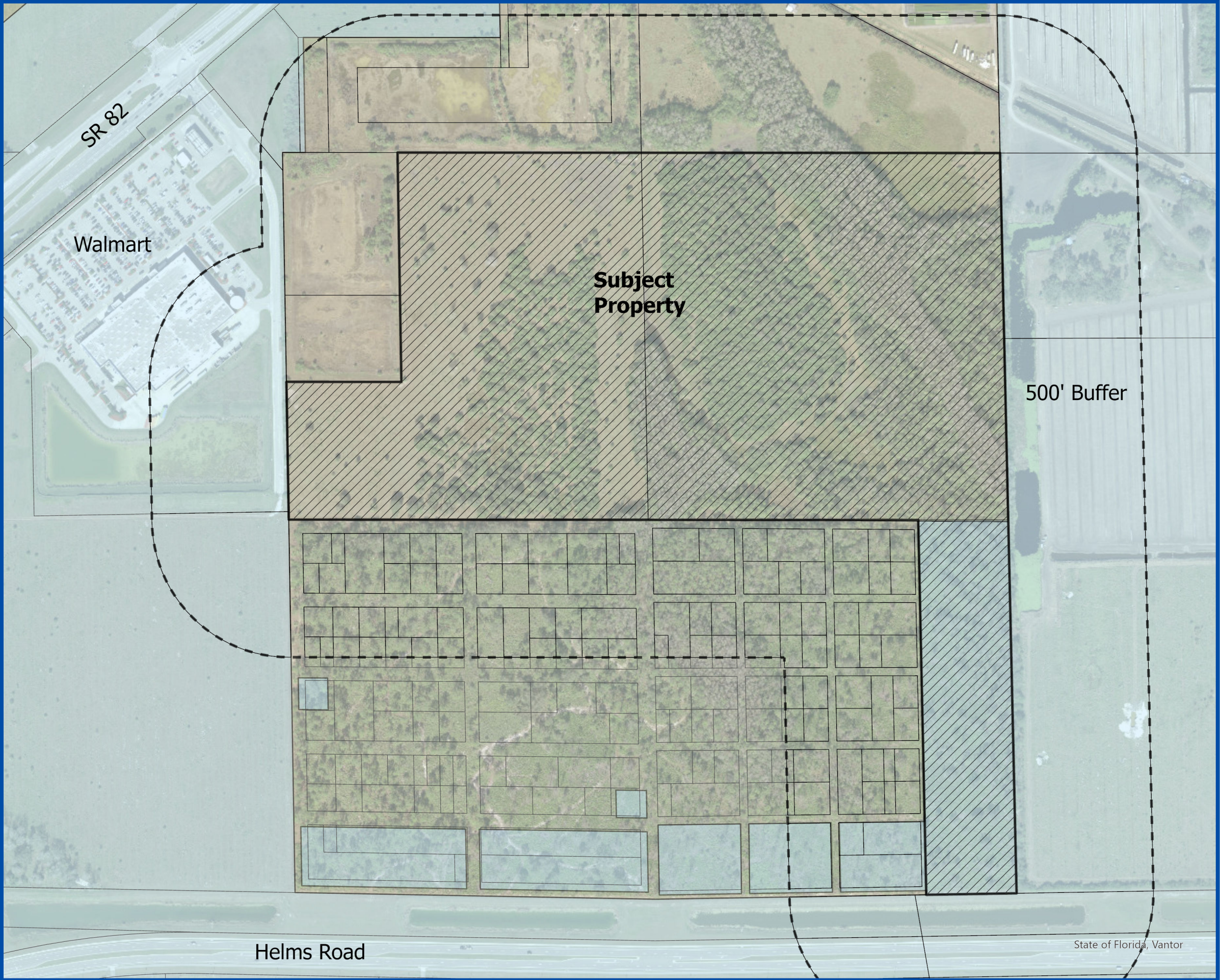
EXHIBIT

Location Map

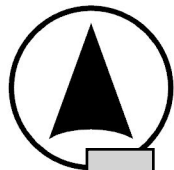
Alico Plant World Property
Hendry County, Florida

Legend

-  Plant World Boundary
-  500' Buffer
-  Hendry_County_Parcels
-  Ownership within 500 buffer
- City Limits
 -  LaBelle City Limits



1 inch equals 400 feet



CITY OF LABELLE
ORDINANCE 2026-06
PLANT WORLD
COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 84.04+/-ACRE PROPERTY LOCATED SOUTH OF W SR 80 ROAD AND NORTH OF HELMS ROAD; AMENDING THE COMPREHENSIVE PLAN DESIGNATION FOR THE PROPERTY FROM UNINCORPORATED HENDRY COUNTY COMPREHENSIVE PLAN “MULTI-USE” DESIGNATION TO THE CITY OF LABELLE “OUTLYING MIXED USE” DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of LaBelle has considered an amendment to the Future Land Use Map for real property located ¼ mile south of State Road 80 and west of Ben Moore Drive, City of LaBelle, Florida, further described in Exhibit “A”, attached hereto; and has considered public comment on the same, and,

WHEREAS, in the exercise of its authority pursuant to Sections 163.3187 and 1643.3184, Florida Statutes, the City has determined it necessary and desirable to amend the City Comprehensive Plan Future Land Use Map so that the property for comprehensive planning purposes is changed from the Hendry County “Multi-Use” to the “Outlying Mixed Use” future land use category as shown on Exhibit “B” attached hereto; a

WHEREAS, amending the City Comprehensive Plan Future Land Use Map is appropriate in consideration of the property’s proximity to lands designated for urban development in Employment Village, Outlying Mixed Use and Commercial future land use categories on the adopted future land use map; and the amendment will promote, protect, and improve the general health, safety, good order, appearance, convenience, and general welfare of the public, and will help accomplish the goals of the objectives of the City’s Comprehensive Plan.

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. After being read by title at a public hearing on March 12, 2026 before the Local Planning Agency, and advertised public hearing on May 14, 2026, and June 11, 2026, Ordinance 2026-06, is hereby adopted, amending the City Comprehensive Plan Future Land Use Map so that the Comprehensive Plan designation for the property is “Outlying Mixed Use”.

Section 3. The City has determined that the Comprehensive Plan designation of “Outlying Mixed Use” as shown in the proposed City Comprehensive Plan Future Land Use Map attached

hereto as Exhibit “B”, is the most appropriate comprehensive plan designation for the affected property and that such comprehensive plan designation will promote, protect, and improve the general health, safety, good order, appearance, convenience, and general welfare of the public and will help accomplish the goals and objectives of the City Comprehensive Plan.

Section 4. The small-scale comprehensive plan amendment shall apply to the real property described in Exhibit “A”.

Section 5. This ordinance shall become effective in accordance with Florida Statutes.

Section 6. If any Court of competent jurisdiction shall determine any portion or provision of this ordinance unconstitutional or invalid, that portion shall be severed, and the remainder of the ordinance shall remain in full force and effect and given its ordinary meaning.

Section 7. The City Commission hereby directs the Deputy Clerk to forward certified copies of this adopted ordinance within seven (7) days of the effective date hereof, to the Clerk of Circuit Court of Hendry County and the County Administrator for Hendry County.

66 **PASSED AND ADOPTED** in open session this ____ day _____, 2026.

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THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest: _____
Tijauna Warner, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

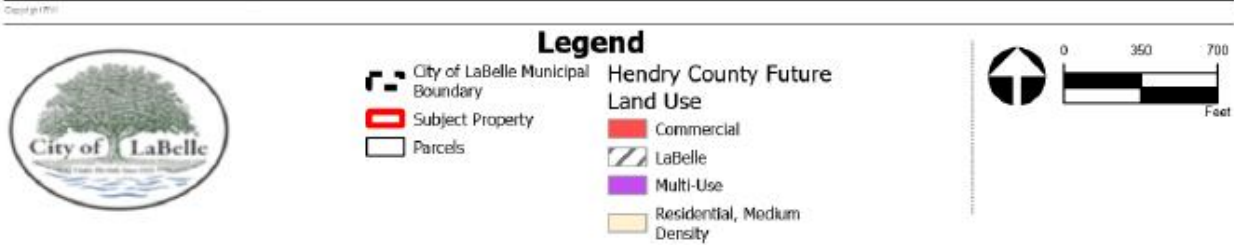
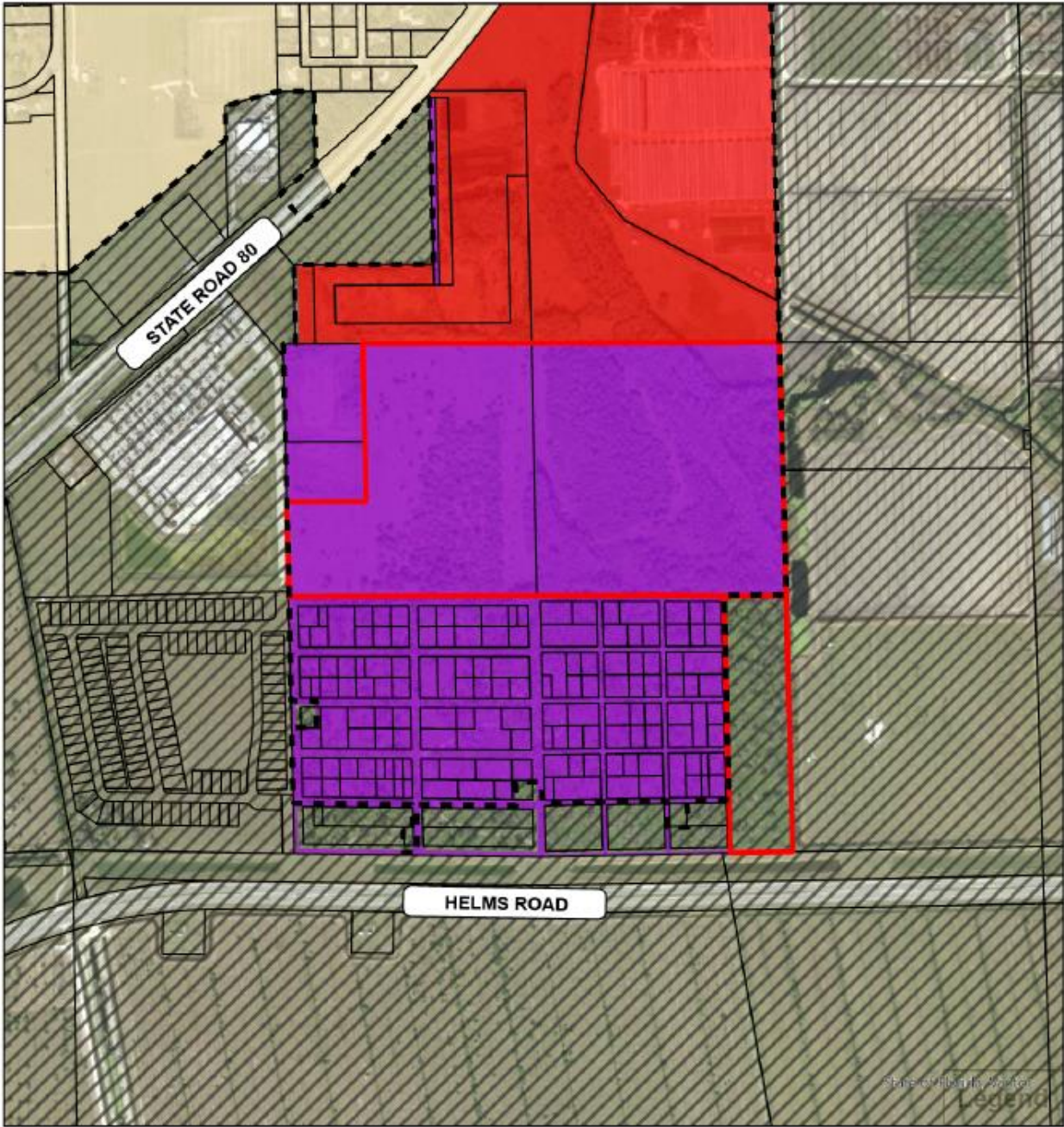
Vote:	AYE	NAY
Mayor Wilkins	_____	_____
Commissioner Vargas	_____	_____
Commissioner Spratt	_____	_____
Commissioner Holland	_____	_____
Commissioner Ratica	_____	_____

EXHIBIT A
LEGAL DESCRIPTION

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99 PARCEL 1: The Northeast 1/4 of the Southwest 1/4 of Section 18, Township 43 South, Range 29
100 East, Hendry County, Florida; LESS & EXCEPT Beginning at the Northwest corner of the
101 Northeast 1/4 of the Southwest 1/4 run East 420 feet; thence South 833 feet; thence West 420 feet;
102 thence North to the Point of Beginning; and
103
104 PARCEL 2: Northwest 1/4 of the Southeast 1/4 of Section 18, Township 43 South, Range 29 East,
105 Hendry County, Florida; and
106
107 PARCEL 3: The East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 18,
108 Township 43 South, Range 29 East, Hendry County, Florida.

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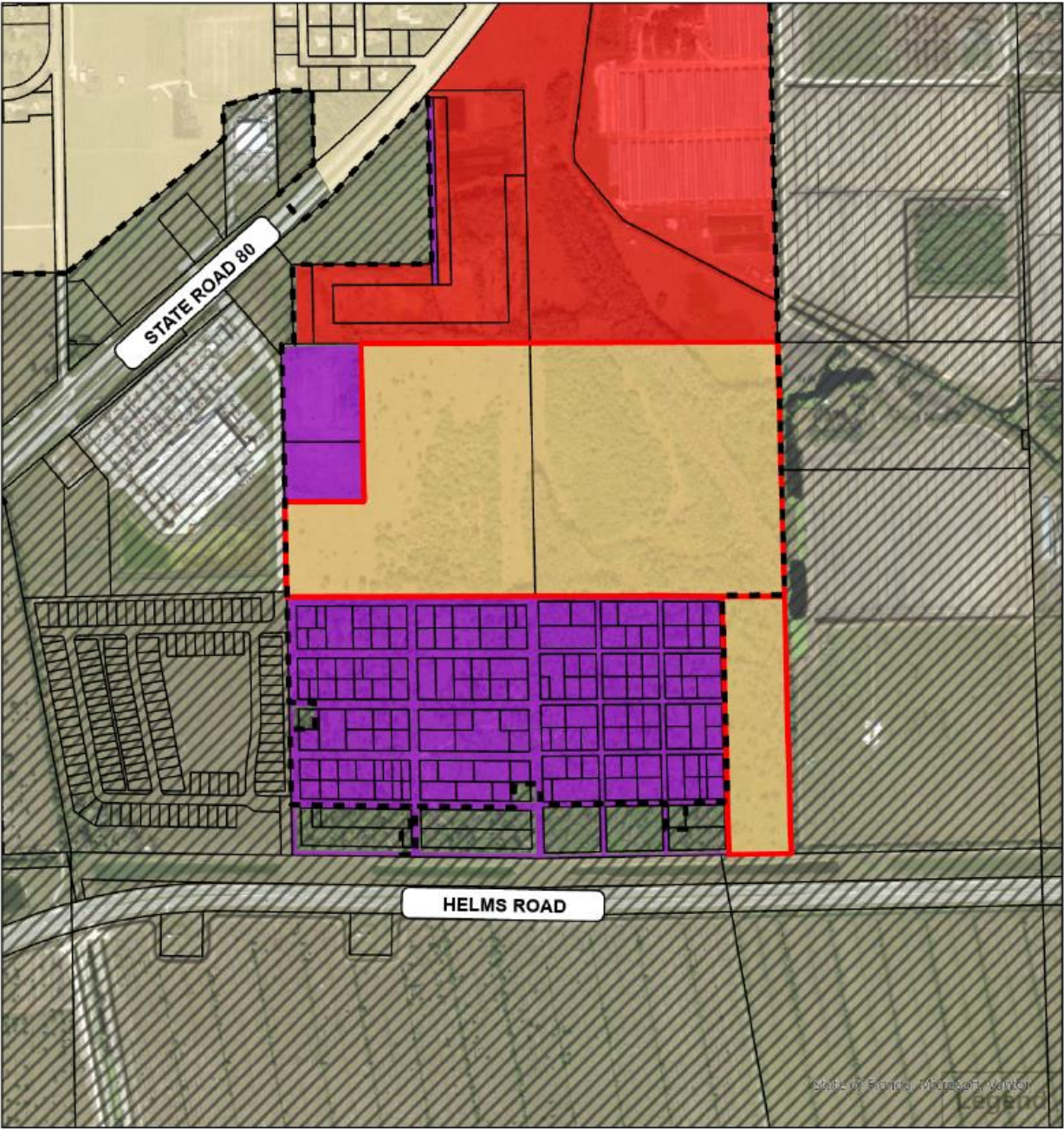
EXHIBIT B
CURRENT FUTURE LAND USE MAP



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EXHIBIT C
PROPOSED FUTURE LAND USE MAP



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PLANT WORLD
COMPREHENSIVE PLAN AMENDMENT APPLICATION

1. Application Form
2. Authorization Forms
3. Proof of Ownership
4. Aerial and Surrounding Uses Map
5. Future Land Use Map (Current)
6. Future Land Use Map (Proposed)
7. Planning Justification
8. Transportation Impact Statement

1. Submittal re
date _____ C.C. _____2. Legal Department:
Date _____ Atty _____3. Planning:
date _____ Plnr _____

COMPREHENSIVE PLAN AMENDMENT PETITION

Date Received:		File No. CPA-202_ -	
Petitioner: Alico Incorporated - c/o Mitch Hutchcraft			
Address: 10070 Daniels Interstate Court, Suite 200 Fort Myers, FL 33913			
Telephone: 239-405-1694	Fax:	Email: mhutchcraft@alicoinc.com	
Agent for Petitioner: Dan Delisi			
Address: P.O. Box 8065 West Palm Beach, FL 33407 dan@delisi-inc.com			
Telephone: 239-913-7159	Fax:	Email: dan@delisi-inc.com	
Address/Location of Subject Property: W SR 80, LaBelle, Florida - located east of Ben Moore Drive and south of Walmart			
STRAP Number of Subject Property: 1 29 43 18 A00 0013.0000, 1 29 43 18 A00 0018.0000, and 2 29 43 18 A00_0020.0000			
Legal Description: See Attached Survey			
Total Property Acreage: 83.08	Total Acreage of Amendment Request: 83.08	Current Use of Property: Vacant/AG	
Existing Future Land Use Designation: Multi-Use (Hendry County) and Residential (LaBelle)			
Requested Future Land Use Designation: Outlying Mixed Use			
Existing Zoning Designation: A-2 (Hendry) and AG (LaBelle)			

The applicant is of the opinion that the proposed land use designation would be appropriate for the above referenced property and finds that the request is consistent with the following Comprehensive Plan policies (identify the Comprehensive Plan policies and include an explanation as to how the request is consistent with these policies):

Policies:

See Attached Narrative

Signature of Owner:

John Kieran

Signature of Petitioner:

Mitch Hutchcraft

Printed Name

John Kieran, President and CEO, Alico Inc.

Printed Name

Mitch Hutchcraft (On behalf of Alico Inc.)

Date:

11/24/2025

Date:

11/24/2025

Signature of Equitable Owner (if applicable)(attach add'l. sheet if necessary):

Printed Name

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 OF OWNERSHIP, DELEGATION OF AUTHORITY TO REPRESENT,
LIMITED POWER OF ATTORNEY, AND AUTHORITY TO REPRODUCE

I, John Kiernan, the undersigned do hereby swear, affirm and certify that I am the fee simple title holder/owner or authorized representative of the fee simple title holder/owner of the real property described in Exhibit "A" attached hereto and incorporated herein, "the owner".

Further, I do hereby swear, affirm and certify 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.

Further, I, John Kiernan, as owner of the property herein, do hereby appoint Mitch Hutchcraft as my true and lawful attorney, for the limited purpose of executing this application and representing my interests with regard to this application in all: City of LaBelle staff meetings; correspondence; conversations; and, at all public meetings with regard thereto, as necessary to facilitate this application in my name, place and stead.

Further I, as owner of the real property described herein, 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.

Executed this 24th day of NOVEMBER, 2025.

John Kiernan Date: 11/24/25
Signature of owner or authorized agent

John Kiernan
Print or type name of person signing above

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

President and CEO
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 LEE)

The foregoing instrument was acknowledged before me this 24th day of NOVEMBER, 2025, by JOHN K. KIERNAN who is personally known to me or who has produced as identification and who did not take an oath.



KELLY WRIGHT
Commission # HH 428469
Expires August 1, 2027

Kelly Wright
Notary Public
Kelly Wright
Print or type name
My Commission Expires: August 1, 2027

Signature
Title:
Date:

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

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

The property described herein is the subject of a Comprehensive Plan Amendment. We hereby designate Dan Delisi 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.


Owner Signature

John Kiernan
Printed Name

Alico Incorporated

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

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

10070 Daniels Interstate Court, Suite 200, Fort Myers, FL 33913
Address of Owner

STATE OF FLORIDA)

COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 24th day of

NOVEMBER, 2002, by JOHN KIERNAN

() capacity if applicable who is personally known to me or
produced as identification.


Notary Public
Notary Public – State of Florida

My commission expires August 1, 2027

Kelly Wright
Name typed, stamped or printed



KELLY WRIGHT
Commission # HH 428469
Expires August 1, 2027

Prepared by and
after recording return to:
Timothy M. Hughes, Esq.



200 Central Avenue
Suite 1600
St. Petersburg, Florida 33701
Phone: (727) 820-3965

Total Consideration: \$2,410,000.00
Documentary Stamp Tax Paid: \$16870.00
Parcel I.D. Numbers:

1-29-43-18-A00-0013-0000
1-29-43-18-A00-0018-0000
2-29-43-18-A00-0020-0000

GENERAL WARRANTY DEED

THIS INDENTURE made as of the 4th day of March, 2024, by LABELLE PLANT WORLD, INC., a Florida corporation, whose mailing address is 475 7th Avenue, LaBelle, FL 33935 ("Grantor") to ALICO, INC., a Florida corporation, whose address is 10070 Daniels Interstate Court, Suite 200, Fort Myers, FL 33913 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum stated above and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases, and transfers unto Grantee and Grantee's heirs, successors and assigns forever all of that certain real property situated in Hendry County, Florida, to wit:

PARCEL 1: The Northeast 1/4 of the Southwest 1/4 of Section 18, Township 43 South, Range 29 East, Hendry County, Florida; LESS & EXCEPT Beginning at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 run East 420 feet; thence South 833 feet; thence West 420 feet; thence North to the Point of Beginning; and

PARCEL 2: Northwest 1/4 of the Southeast 1/4 of Section 18, Township 43 South, Range 29 East, Hendry County, Florida; and

PARCEL 3: The East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 43 South, Range 29 East, Hendry County, Florida.

TOGETHER WITH all structures and improvements located thereon, and all rights, privileges, easements, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including any and all oil, gas and mineral rights and land lying in any adjacent or adjoining street, road or avenue, and the use of all strips and rights-of-way, if any, abutting, adjacent, contiguous to or adjoining said land. (collectively, the "**Property**").

Said Property does not constitute nor is it contiguous with the homestead of any Grantor.

SUBJECT ONLY TO real estate taxes and assessments for the year 2024 and all subsequent years which are not yet due and payable, and any easements, covenants, restrictions and other documents recorded in the public records of Hendry County, Florida which affect the Property (collectively, the "**Permitted Exceptions**") provided, however, reference thereto shall not serve to reimpose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR COVENANT with Grantee subject that at the time of the delivery of this Deed, Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor fully warrants title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances except for the Permitted Exceptions.

[Signature and acknowledgment on following page]

[General Warranty Deed Signature Page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed on the day and year set forth below.

Witnessed by:

GRANTOR:

LABELLE PLANT WORLD, INC.,
a Florida corporation

Sign: Emily McCormick
Print: Emily McCormick

By: Thomas A. Smith President,
Thomas A. Smith, President LaBelle Plant
World, Inc.

Address: 8047 Rolling Circle
LaBelle, FL 33935

Sign: Melodie Pleiman
Print: Melodie Pleiman

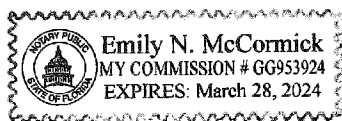
Address: 3055 Pioneer 12th St
Clewiston, FL 33440

STATE OF Florida

COUNTY OF Hendry

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 26 day of February, 2024, by **Thomas A. Smith**, President of **LaBelle Plant World, Inc.**, a Florida corporation, on behalf of the corporation, who (check one) ☐ is personally known to me or ☒ produced Driver's License as identification.

[Notary Seal]



Emily McCormick
Notary Public

Print Name: Emily McCormick

My Commission Expires: 3/28/24

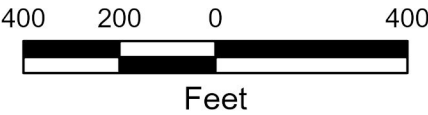
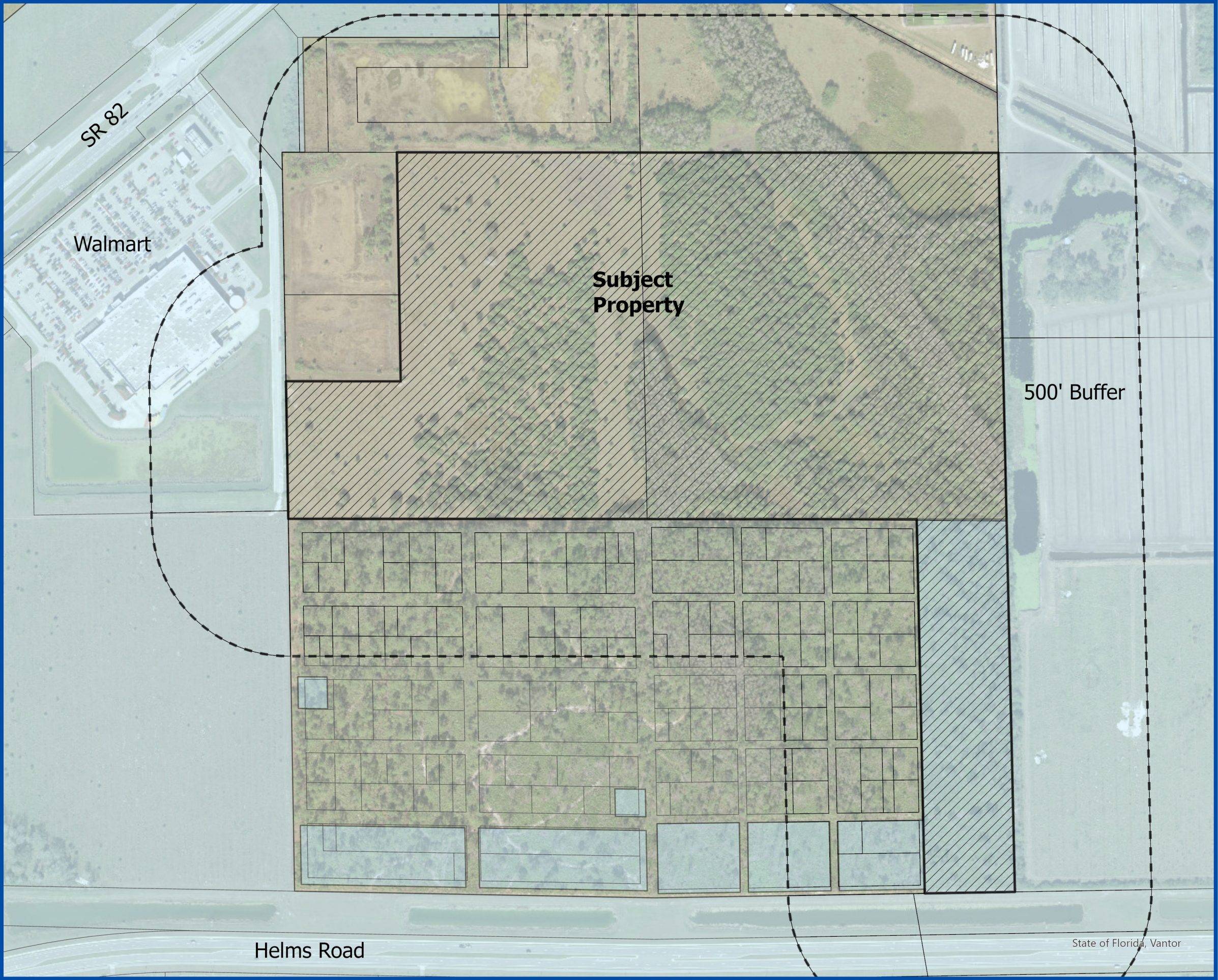
EXHIBIT

Location Map

Alico Plant World Property
Hendry County, Florida

Legend

-  Plant World Boundary
-  500' Buffer
-  Hendry_County_Parcels
-  Ownership within 500 buffer
- City Limits
 -  LaBelle City Limits



1 inch equals 400 feet

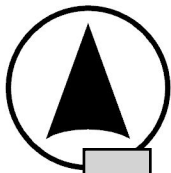


EXHIBIT
Future Land Use/Zoning

Alico Plant World Property
Hendry County, Florida

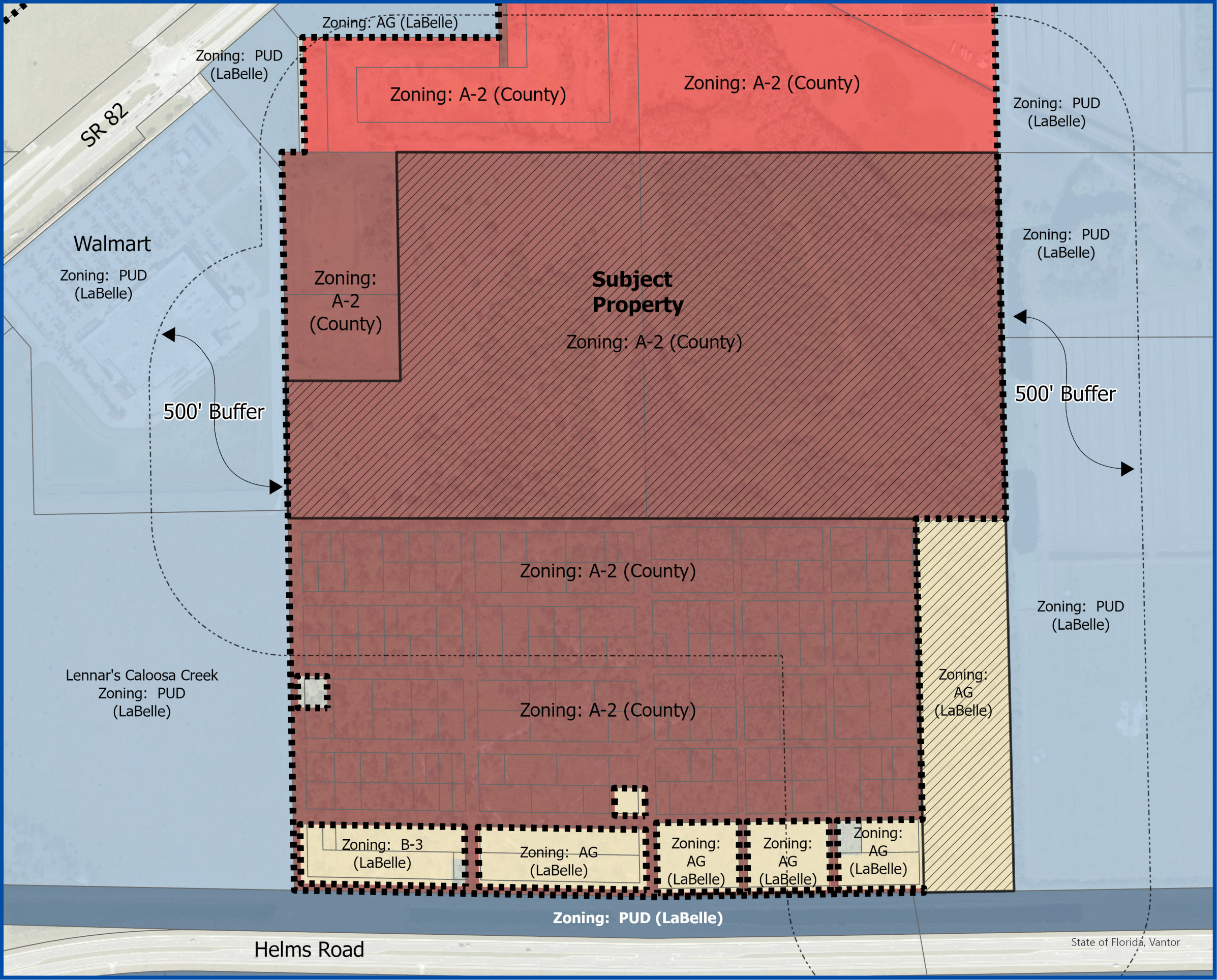
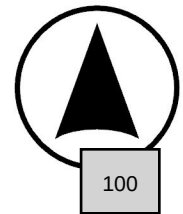
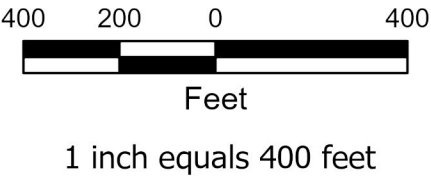
Legend

- City Limits
- LaBelle City Limits
 - Plant World Boundary
 - 500' Buffer
 - Employment Village (LaBelle)
 - Residential (LaBelle)
 - South LaBelle Civic (LaBelle)
- Hendry County FLUM
- Commercial
 - Multi-Use
 - <all other values>

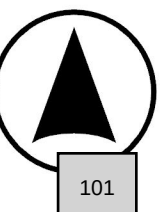
Owner: Alico Inc.
C/O: Mitch Hutchcraft
Email: mhutchcraft@alicoinc.com
Cell: 239-405-1694

Address: 10070 Daniels Interstate Court
Ste. 200
Fort Myers, FL 33913

Agent: Dan Delisi
Delisi & Associates



Legend



**PLANT WORLD
COMPREHENSIVE PLAN AMENDMENT
REQUEST STATEMENT AND COMPREHENSIVE PLAN COMPLIANCE**

The Plant World property is approximately 84 acres located on the west side of the City of LaBelle between State Road 80 and Helms Road (see attached aerial map).

Approximately 10 +/- acres of the subject property is in the City of LaBelle and the remaining 74 +/- acres is in unincorporated Hendry County. This application is being filed concurrent with an annexation application for the 74 acres in the Unincorporated area.

The subject property is currently zoned as Agriculture but is in both the Residential and Multi-Use future land use categories in the LaBelle and Hendry County Comprehensive Plans respectively. The property is surrounded by commercial, residential and agricultural uses and is in an area that can be categorized as transitioning to urban, with urban services available.

Surrounding Uses and Compatibility

The proposed future land use category will allow for future development of a residential community, which will require a PUD rezoning at a later date. The residential use is consistent with surrounding uses including the platted residential area to the south of the subject property and the newly developed Pulte community to the southwest. To the west is the Wal-Mart store. To the north and east are lands that remain in agricultural use but within land use categories that will allow for future residential development. The proposed use of the subject property will be compatible with surrounding properties and add significant additional tax base to the City of LaBelle.

Level of Service Analysis

As stated above, the subject property is already designated for urban levels of development in both the LaBelle and Hendry County comprehensive plans. Both the County and City future land use designations show the respective portions of the property having land use categories with similar densities and intensities as the proposed City land use category.

The Current future land use categories would allow the following:

	Area	FLU	Density/Intensity	Total Units/ Commercial
Incorporated area	10.18 acres	Residential	3 du/acre	30.5 units
Unincorporated area	74.4 acres	Multi-Use	4 du/acre FAR 0.5	297.6 units
Total				328 units

The proposed City of LaBelle future land use, Outlying Mixed Use, allows for the same level of commercial development, an FAR of 0.5. However, at this location, neither fronting State Road 80 or Helms Road, it is not reasonable to expect that any level of commercial will be constructed. There is a large commercial center directly across Ben Moore Road, but this use fronts directly on State Road 80. Given the access constraints residential is the only realistic user for the subject property.

The proposed Outlying Mixed Use future land use category allows residential development at a maximum density of 6 units per acre. Therefore the 84.6 +/- acre property could develop at a maximum density of 507 units under the proposed future land use category. The represents a potential **increase of 179 residential units** over the current future land use categories. According to the latest census data, Hendry County averages approximately 2.5 residents per unit, representing a potential maximum increase in population of 447 people as a result of the proposed amendment.

While this Level of Service analysis evaluates the maximum density permissible under the Outlying Mixed Use future land use category, it is anticipated that the density proposed under the future PUD will be comparable to the density currently contemplated by the existing land use designations.

Schools

The following is an overview of the impact of the increase in density to the Hendry County School District. The student generation rates are based on the Hendry County Impact Fee study.

School Type	Generation Rate	# of Additional Units	Total Additional Students Generated
Elementary	0.231	179	41.3
Middle	0.096	179	17.2
High	0.154	179	27.6
Total	0.482		86

It is important to note that these generation rates represent a point in time from two years ago. As the education environment and housing market continues to evolve, current trends show a decreasing public-school enrollment statewide, despite increases in home ownership. Over time, as Hendry County continues to develop, a decrease in the rates of student generation can be expected, consistent with neighboring urban counties.

Solid Waste Facilities 3.5 pounds per capita per day

The Increased demand for Solid Waste service would therefore be approximately 1,566 pounds per day. Currently, Hendry County has a joint agreement with Lee County for the operation of a Land Fill on Church Road. The landfill has sufficient capacity to meet the City and County's needs as well as the increased units that may result from the proposed amendment.

Recreation

The City's level of Service Standards for recreation are as follows. The total impact is calculated based on the potential increase of 447 people to the population of the City:

Park Type	LOS	Impact
Pocket Parks/Tot Lots	0.5 ac/1,000	0.22 acres
Neighborhood Parks	1-2 ac/1,000	0.9 acres
Community Parks	5-8 ac/1,000	3.58 acres
City Parks	5-10 ac/1,000	4.47 acres
Total		9.17

These totals are all based on the maximum park size. The total additional recreational area is at maximum 9.17 acres, which will be accommodated either on site or through City and County parks in the area. In accordance with LaBelle Plan Policy 6.7.2, any

future residential development will be required to set aside recreational areas to offset a certain level of the needs of the residents. The Outlying Mixed Use Future Land Use category requires zoning as a PUD. These areas on site will be identified through the PUD process.

Policy 6.7.2

All residential developments will be required to set aside areas for recreation and open space, based upon the Level of Service standards developed within this plan and open space requirements of the Land Development Code.

Comprehensive Plan Compliance

The proposed comprehensive plan amendment is consistent with the City of LaBelle Comprehensive Plan's Goals, Objectives and Policies. A description of how the plan amendment complies with the Comprehensive Plan is detailed below.

Policy 1.1.1

The City will establish compatibility as one of the criteria in the review of development proposals.

As described above, given the location of the subject property, compatibility is not a concern for surrounding properties.

Policy 1.1.4

The City will assure that services and facilities are provided at the adopted level of service concurrent with existing and future demand.

The attached Transportation Impact Statement demonstrates that adequate road capacity exists to meet the needs of the proposed development. In addition, water and sewer capacity is available to the subject property. As noted above, park area and recreational uses will be required on site to off-set recreational needs of the community. Fire and EMS service the surrounding uses and are available to the subject property.

Policy 1.1.6

The City will require the availability of water and sewer and other facilities and services for which there are level of service standards.

The City has extended water and sewer lines along State Road 80 to the County line. The City maintains adequate service for the current demand and is in the process of expanding capacity to accommodate new growth. The Subject property will be required to connect to the City's central water and sewer lines when development occurs.

Objective 1.2 Balanced Urban Growth
Facilitate a compact urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services by concentrating more intensive growth in mixed-use land use designations.

The proposed plan amendment is for a residential use immediately adjacent to commercial development, creating a mixed use environment. Direct connection between the uses will exist across Ben Moore Road, currently a private roadway that will transition to City maintenance as a local road through a separate agreement between the City of LaBelle and Walmart Stores East, LP.

The subject property has development served by urban services to the north, south, west and east. The development of the subject property will make more efficient use of urban infrastructure.

Policy 1.2.1
The City will promote varied and balanced growth to enhance the community both fiscally and physically, providing for housing and employment needs.

Development of the subject property will add to the balanced growth goals of the City through locating a new residential neighborhood directly adjacent to a major commercial center. Development of the subject property represents an opportunity for the City to meet its housing needs.

Policy 1.3.2 Outlying Mixed Use Land Use Category
The Outlying Mixed Use Category is established to provide for integrated planned developments where a mixture of land uses are permitted and encouraged. The most appropriate land uses for this area will continue to be residential with neighborhood and general commercial uses permitted at locations that meet the sub-category standards as described herein. No more than 30% of the total area of the Category will be used for single use commercial development, and no more than 70% will be used for single use residential development.

Regional Center: Parcels Greater Than or Equal to 16 Acres
The Regional Center sub-category provides proper location for larger, more intense development that will service the City of LaBelle as well as surrounding areas, including portions of Hendry, Glades, Collier and Lee Counties. The Regional Center sub-category focuses intense development at significant intersections within the City. It is designed to encourage commercial nodes of development in locations where the associated traffic and activity of these types of development will be separated from the low density, residential areas of the City. This designation allows for a full range of development, including residential, commercial, retail, personal services, offices, hotels/motels, light industrial, institutional, public/semipublic and recreation and parks and provides for a maximum Floor Area Ratio (FAR) of 0.5. A maximum residential density of 6 units per acre is

permitted. The mixed use concept and connectivity within and with adjacent developments is especially emphasized in this sub-category, to ensure efficient use of infrastructure and to encourage community-wide linkages. Non-residential uses will be concentrated at the center or along major street frontages, and will be located at an arterial/collector or arterial/arterial intersection. Vehicular and pedestrian interconnections between properties and/or developments in this category is expected.

Planned Unit Development (PUD) Application – Required

The proposed amendment is to the Outlying Mixed Use future land use category. In accordance with this category, the property is located along Ben Moore Road directly adjacent to the Wal-Mart, an intense commercial development that will serve as an amenity to the residential neighborhood. Ben Moore Road acts as a minor collector road between State Road 80 for the properties surrounding the Walmart store. Because the subject property is significantly greater than 16 acres it will likely be development as one or several Regional Centers. The density for a Regional Center is 6 units per acre.

Objective 1.6 Compatibility and Neighborhood Protection
The City of LaBelle’s future land use map is comprised of a range of densities, all of which can be accommodated in the appropriate areas when the following policies and standards are met. All new development and redevelopment must be compatible with existing and planned surrounding development in order to protect the City’s established residential neighborhoods and ensure a high quality of life for its residents. For the purposes of this objective, compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean “the same as.” Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

As described above, the subject property is surrounded by commercial, residential and agricultural uses. The area surrounding the subject property is transitioning from rural to urban in character. Development of the property for residential uses is consistent and complimentary to surrounding uses and will not create a compatibility concern.

Further, Alico and Walmart have discussed certain design features that will be established during the PUD approval process that will ensure that the proposed project is compatible with, and complimentary to the existing Walmart store.

Policy 2.5.3
The City shall, as part of its Land Development Code, encourage interconnectivity of adjacent development in order to minimize access points to major roadways, particularly SR 80 and SR 29.

The subject property is interconnected to the commercial and residential uses to the west and south via Ben Moore Road. The road infrastructure in the area provides for a high degree of connectivity between the land uses south of State Road 80 and north of Helm Road.

Because of the interconnectivity provided by Ben Moore Drive, and consistent with Policy 2.5.3, the City of LaBelle should pursue control and maintenance for Ben Moore Road. This authority will be considered in a separate agreement between the City of LaBelle and Walmart Stores East, LP.

Objective 4.3 Potable Water Supply
Provide potable water supplies for the residents of LaBelle.

The proposed development will connect to utility lines along the State Road 80 corridor.

Policy 4.3.4
The City will provide adequate water supply facilities for the future population and associated growth of LaBelle.

The proposed development will connect to the existing water line along State Road 80.

Policy 4.5.4
The City will require redevelopment and new developments to have adequate stormwater drainage systems.

Any proposed development will need to obtain a permit from the South Florida Water Management District, which will ensure that adequate stormwater systems are in place to accommodate development of the property.

Conclusion

The proposed approximately 84.6-acre development is located along Ben Moore Road, between two major roadway corridors in LaBelle/Hendry County, State Road 80 and Helms Road. The subject property presents an opportunity for the development of a residential neighborhood that is a positive addition to the City of LaBelle. As the application demonstrates, the proposed development will not have an undue burden on public infrastructure and will not create incompatibility with surrounding uses. The analysis also demonstrates that the proposed amendment is consistent with the City of LaBelle Comprehensive Plan. For these reasons, the proposed amendment should be adopted.



PLANT WORLD

84.58 ACRE FLUA

City of LaBelle, FL

FUTURE LAND USE AMENDMENT APPLICATION TRAFFIC STATEMENT

PREPARED FOR:

Alicio Incorporated
10070 Daniels Interstate Court
Suite 200
Fort Myers, Florida 33913

JOB NO. 25-181

DATE: 12/10/2025

Anna Lai, Professional Engineer, State of Florida, License No. 78138

This item has been digitally signed and sealed by Anna Lai, P.E., PTOE, on 12/10/25.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by
Anna Lai
Date: 2025.12.10
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2024 VOLUMES

1.0 SITE DATA

The subject parcel is located east of Ben Moore Drive in the City of LaBelle, Florida and contains approximately 84.58 acres. The parcel numbers for the subject parcel are as follows:

1-29-43-18-A00-0013.0000
1-29-43-18-A00-0018.0000
2-29-43-18-A00-0020.0000

The property is currently designated as Multi-Use on the Hendry County Comprehensive Plan. The property owner is requesting a change in the 84.58 acre parcel’s designation to Outlying Mixed Use on the Hendry County Comprehensive Plan. The purpose of this statement is to determine the total traffic volume which will be on each roadway link within the site radius of development influence for the Interim Transportation Plan. This statement will also identify which roadway links (if any) will exceed the adopted Level of Service volume for the subject links addressed within the project’s radius of development influence.

2.0 TRAFFIC GENERATION

The increase in daily traffic generation due to the requested change in the 84.58 acre parcel’s land use designation may be determined by taking the difference between the total traffic generated for the most intensive land use under the existing Multi-Use future land use designation and the proposed Outlying Mixed Use future land use designation:

Multi-Use

The most intensive land use for the existing Multi-Use land use designation is “Multifamily Housing”. Based on the site area consisting of 84.58 acres, with 33.68 acres and 40.72 acres at 4 dwelling units/acre and 10.18 acres at 3 dwelling units/acre, the maximum allowable under the existing Multi-Use land use designation is 328 dwelling units as follows:

$$\begin{array}{rcl} 33.68 \text{ acres} & \times & \frac{4 \text{ dwelling units}}{\text{acre}} = 134.72 \text{ dwelling units} \\ \\ 40.72 \text{ acres} & \times & \frac{4 \text{ dwelling units}}{\text{acre}} = 162.88 \text{ dwelling units} \\ \\ 10.18 \text{ acres} & \times & \frac{3 \text{ dwelling units}}{\text{acre}} = 30.54 \text{ dwelling units} \\ \\ & & 328 \text{ dwelling units total} \end{array}$$

2.0 TRAFFIC GENERATION (CONTINUED)

Multifamily Housing (328 Dwelling Units)

Table 1 calculates the daily traffic generation, AM peak hour traffic generation, and PM peak hour traffic generation for the property under the existing Multi-Use land use designation. The traffic generation has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 12th Edition (in Appendix A). Based on the current acreage and the accepted traffic generation rates for multifamily housing, the maximum traffic generation for the property under the existing Multi-Use land use designation may be summarized as follows:

<u>Existing Future Land Use – Maximum Potential</u>	
Daily Traffic Generation	= 2,037 tpd
AM Peak Hour Traffic Generation (In/Out)	= 134 pht (32 In/102 Out)
PM Peak Hour Traffic Generation (In/Out)	= 171 pht (106 In/65 Out)

Outlying Mixed Use

The most intensive land use under the proposed Outlying Mixed Use land use designation is “Multifamily Housing”. Based on site area consisting of 84.58 acres at 6 dwelling units/acre, the maximum allowable under the proposed Outlying Mixed Use land use designation is 507 dwelling units as follows:

$$84.58 \text{ acres} \times \frac{6 \text{ dwelling units}}{\text{acre}} = 507 \text{ dwelling units}$$

Multifamily Housing (507 Dwelling Units)

Table 2 calculates the daily traffic generation, AM peak hour traffic generation, and PM peak hour traffic generation for the property under the proposed Outlying Mixed Use land use designation. The proposed traffic generation for the property under the proposed Outlying Mixed Use land use designation may be summarized as follows:

<u>Proposed Future Land Use – Maximum Potential</u>	
Daily Traffic Generation	= 3,148 tpd
AM Peak Hour Traffic Generation (In/Out)	= 208 pht (50 In/158 Out)
PM Peak Hour Traffic Generation (In/Out)	= 264 pht (164 In/100 Out)

The change in traffic generation due to the requested change in the parcels’ land use designations may be calculated as follows (as shown in Table 3):

<u>Net Trip Difference</u>	
Daily Traffic Generation	= 1,111 tpd INCREASE
AM Peak Hour Traffic Generation (In/Out)	= 74 pht INCREASE
PM Peak Hour Traffic Generation (In/Out)	= 93 pht INCREASE

3.0 RADIUS OF DEVELOPMENT INFLUENCE

The study area included major roadways within one (1) mile of the site.

4.0 PROGRAMMED IMPROVEMENTS

The Hendry County Long Range Transportation Plan Update identifies the following 2030 improvements within the area (in Appendix B):

- SR 80 between Martin Luther King Boulevard and Fort Denaud Road is to be widened from 4 lanes divided to 6 lanes divided.
- SR 80 between Fort Denaud Road and Helms Road is to be widened from 4 lanes divided to 6 lanes divided.

5.0 TRAFFIC ASSIGNMENT/DISTRIBUTION

Figure 1 shows the trip distribution, which is based on the current and projected roadway geometry, a review of historical travel patterns for the area, and anticipated travel patterns associated with the proposed land uses under the proposed Outlying Mixed Use land use designation.

6.0 LONG TERM (2045) ANALYSIS

The Long Term (2045) Traffic Analysis is based on the D1RPM 2.1 model that includes other major development sites. The daily volumes from the model are included in Appendix D. The roadway service capacity volumes were based on the 2023 FDOT Multimodal Quality/Level of Service Handbook.

A model output correction factor (MOCF) was applied to the daily traffic volumes from the D1RPM 2.1 model. A peak to daily ratio (K Factor) of 0.095 and a directional factor (D) of 0.55 were utilized to convert the bidirectional daily model volumes to peak hour peak direction volumes. The background traffic volumes from the 2045 model are provided in Table 5 (in Appendix C). Table 5 also compares the background peak hour volumes to the roadway service capacity thresholds based on the planned 2045 roadway network. As shown in Table 5, the SR 80 study segments are expected to operate at the Level of Service threshold requirements, based on background traffic volumes.

The roadway network utilized in the total traffic analysis is the same as what was utilized for the background traffic analysis. The trip distribution for the proposed project was based on existing and future traffic patterns along with engineering judgement.

The project trips associated with the proposed development were added to the 2045 background traffic volumes. The 2045 total traffic volumes are documented in Table 5. Table 5 also compares the total traffic peak hour volumes to the roadway service capacity thresholds based on the planned 2045 roadway network. As shown in Table 5, the SR 80 study segments are expected to operate at the Level of Service threshold requirements.

7.0 SHORT TERM (2030) ANALYSIS

A short term (2030) traffic analysis was performed as part of this study. This analysis includes all roadways anticipated to be completed within the next five years within the 1-mile study area.

The existing traffic counts were taken from the FDOT Florida Traffic Online (in Appendix F). The background growth rate of 5.5% per year was determined based on historical FDOT volumes on the study roadways, as summarized in Table 4.

Table 6 (in Appendix E) shows the background traffic analysis and that all roadways will operate at an acceptable Level of Service, based on background traffic volumes.

Table 7 (in Appendix E) compares the total traffic peak hour volumes to the roadway service capacity thresholds for the short term (2030) traffic analysis. As shown in Table 7, all roadways meet the Level of Service threshold requirements.

8.0 CONCLUSION

The proposed future land use plan designation modification from Multi-Use to Outlying Mixed Use will result in an increase of 1,111 daily trips, 74 AM peak hour trips, and 93 PM peak hour trips. The 2045 long term and 2030 short term traffic analyses indicate the study roadway segments are expected to meet the Level of Service threshold requirements. Therefore, this land use plan amendment is in accordance with the goals and objectives of the Hendry County Comprehensive Plan, Transportation Element.

1.0 SITE DATA

The subject parcel is located east of Ben Moore Drive in the City of LaBelle, Florida and contains approximately 84.58 acres. The parcel numbers for the subject parcel are as follows:

1-29-43-18-A00-0013.0000
1-29-43-18-A00-0018.0000
2-29-43-18-A00-0020.0000

The property is currently designated as Multi-Use on the Hendry County Comprehensive Plan. The property owner is requesting a change in the 84.58 acre parcel’s designation to Outlying Mixed Use on the Hendry County Comprehensive Plan. The purpose of this statement is to determine the total traffic volume which will be on each roadway link within the site radius of development influence for the Interim Transportation Plan. This statement will also identify which roadway links (if any) will exceed the adopted Level of Service volume for the subject links addressed within the project’s radius of development influence.

2.0 TRAFFIC GENERATION

The increase in daily traffic generation due to the requested change in the 84.58 acre parcel’s land use designation may be determined by taking the difference between the total traffic generated for the most intensive land use under the existing Multi-Use future land use designation and the proposed Outlying Mixed Use future land use designation:

Multi-Use

The most intensive land use for the existing Multi-Use land use designation is “Multifamily Housing”. Based on the site area consisting of 84.58 acres, with 33.68 acres and 40.72 acres at 4 dwelling units/acre and 10.18 acres at 3 dwelling units/acre, the maximum allowable under the existing Multi-Use land use designation is 328 dwelling units as follows:

$$\begin{array}{rcl} 33.68 \text{ acres} & \times & \frac{4 \text{ dwelling units}}{\text{acre}} = 134.72 \text{ dwelling units} \\ \\ 40.72 \text{ acres} & \times & \frac{4 \text{ dwelling units}}{\text{acre}} = 162.88 \text{ dwelling units} \\ \\ 10.18 \text{ acres} & \times & \frac{3 \text{ dwelling units}}{\text{acre}} = 30.54 \text{ dwelling units} \\ \\ & & 328 \text{ dwelling units total} \end{array}$$

**TABLE 1
EXISTING MULTI-USE FUTURE LAND USE DESIGNATION - 328 DWELLING UNITS**

Daily Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips	Internalization			External Trips	Pass-by		Net Trips
				In	Out		%	Total			%	Trips	
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	328	Dwelling Units			2,037		0		2,037	0%	0	2,037
Grand Totals:						2,037	0.0%	0		2,037	0%	0	2,037

AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	328	Dwelling Units	0.24	0.76	32	102	134	0.0%	0	0	0	32	102	134	0%	0	32	102	134
Grand Totals:						32	102	134	0.0%	0	0	0	32	102	134	0%	0	32	102	134

PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	328	Dwelling Units	0.62	0.38	106	65	171	0.0%	0	0	0	106	65	171	0%	0	106	65	171
Grand Totals:						106	65	171	0.0%	0	0	0	106	65	171	0%	0	106	65	171

Notes:

Based on the ITE Trip Generation Manual (12th edition).

TABLE 2
PROPOSED OUTLYING MIXED USE FUTURE LAND USE DESIGNATION - 507 DWELLING UNITS

Daily Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split In	Out	Gross Trips	Internalization %	Total	External Trips	Pass-by %	Trips	Net Trips
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	507	Dwelling Units	6.21		3,148	0.0%	0	3,148	0%	0	3,148
Grand Totals:						3,148	0.0%	0	3,148	0%	0	3,148

AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips		
					In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	507	Dwelling Units	0.41	0.24	0.76	50	158	208	0.0%	0	0	0	50	158	208	0%	0	50	158	208
			Grand Totals:				50	158	208	0.0%	0	0	0	50	158	208	0%	0	50	158	208

PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips		
					In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Multifamily Low-Rise Housing up to 3 story (Apartment/Condo/TH)	220	507	Dwelling Units	0.52	0.62	0.38	164	100	264	0.0%	0	0	0	164	100	264	0%	0	164	100	264
			Grand Totals:				164	100	264	0.0%	0	0	0	164	100	264	0%	0	164	100	264

Notes:

Based on the ITE Trip Generation Manual (12th edition).

PLANT WORLD

Section 8, Item B.

TABLE 3
TRAFFIC GENERATION INCREASE

	DAILY	AM PEAK HOUR			PM PEAK HOUR		
		TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING FUTURE LAND USE DESIGNATION =	2,037	134	32	102	171	106	65
PROPOSED FUTURE LAND USE DESIGNATION =	3,148	208	50	158	264	164	100
INCREASE =	1,111	74	18	56	93	58	35

TABLE 4
AREA WIDE GROWTH RATE CALCULATION

ROADWAY	FROM	TO	2019 PEAK SEASON DAILY TRAFFIC	2024 PEAK SEASON DAILY TRAFFIC	IND. (%)
SR 80 ¹	CAPTAIN HENDRY DRIVE	FT DENAUD ROAD/COWBOY WAY	14,400	18,600	5.25%
SR 80 ¹	FT DENAUD ROAD/COWBOY WAY	HELMS ROAD	17,400	23,000	5.74%
$\Sigma =$			31,800	41,600	5.52%

AREA WIDE GROWTH RATE = 5.52%

Notes:

1. Daily traffic volumes based on FDOT Traffic Online counts. 2019 peak season daily traffic volumes were used instead of 2020 or 2021 volumes.



Figure 1 - Trip Distribution
Project # 25-181

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
 Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
 Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables

Input Parameters

Roadway Characteristics

	C1	C2
Number of Lanes (one direction)	1	2-3
Posted Speed (mph)	55	55
Base Free Flow Speed (mph)	60	60
Median Type	Undivided	Divided
Shoulder Width (feet)	3	6
Lane Width (feet)	12	12
% No Passing Zone	20%	
Access-Point Density (access/mile)	2	2
Terrain	Level	Level

Traffic Characteristics

	C1	C2
Planning Analysis Hour Factor (K)	0.095	0.095
Directional Distribution Factor (D)	0.55	0.55
Peak Hour Factor (PHF)	0.88	0.88
Heavy Vehicle Percent (%)	5%	10%
Speed Adjustment Factor (SAF)	0.975	0.975
Capacity Adjustment Factor (CAF)	0.968	0.968



APPENDIX A

ITE TRIP GENERATION RATES

Land Use: 220

Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing is a residential building with two or three floors (levels) of residences. Various configurations fit this description, including the following:

- Walk-up apartment or multiplex—access to the individual dwelling units is typically internal to the structure and provided through a shared entry, stairway, and hallway.
- Mansion apartment with several dwelling units within what appears from the outside to be a single-family dwelling unit.
- Stacked townhouse designed to match the external appearance of a townhouse, but which has dwelling units that share both floors and walls and with access through a central entry and stairway.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there was an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Arizona, British Columbia (CAN), California, Delaware, Florida, Illinois, Maine, Massachusetts, Minnesota, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, and Washington.

Source Numbers

357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076, 1219, 1236, 1265, 1267

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 28

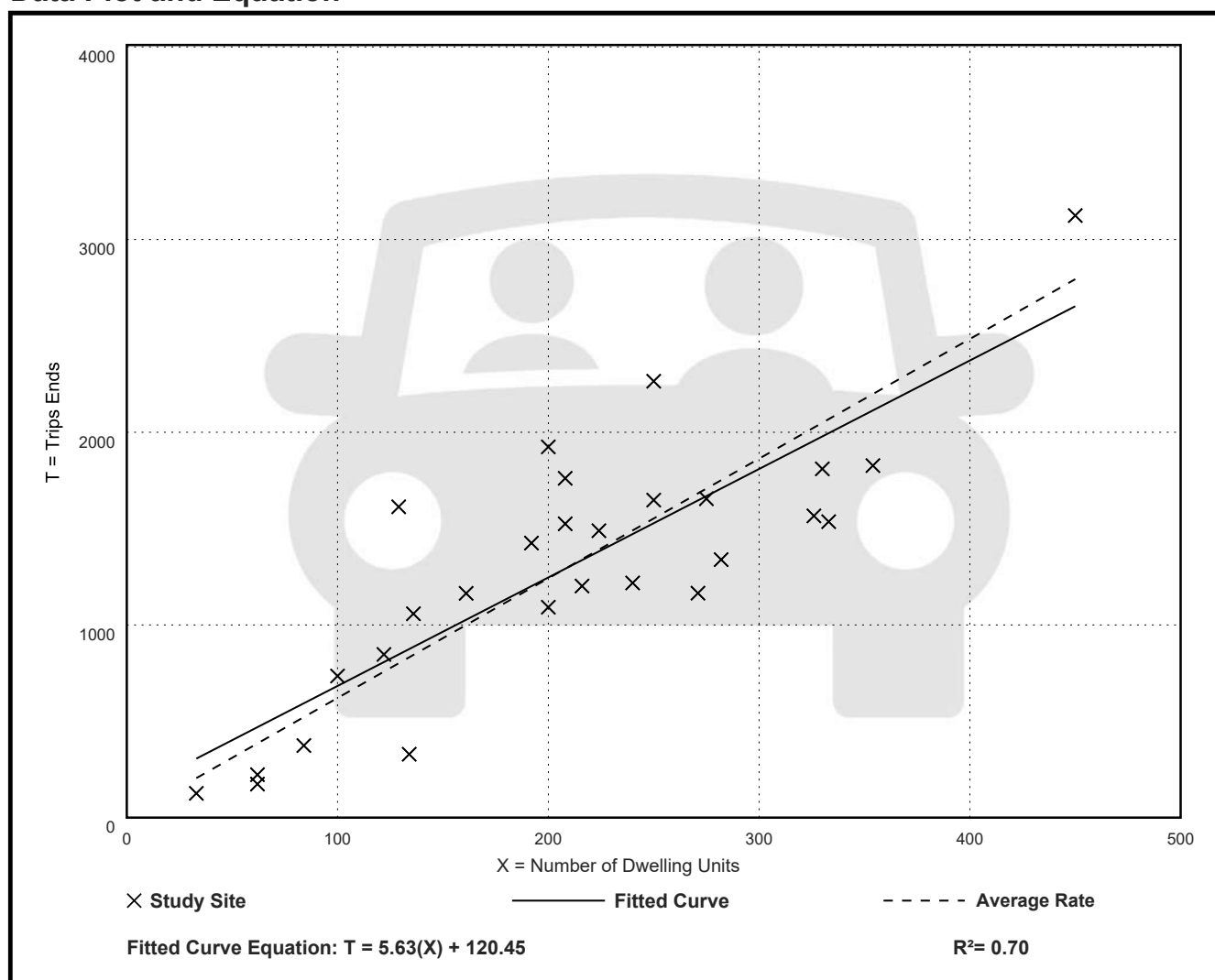
Avg. Num. of Dwelling Units: 208

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.21	2.46 - 12.50	1.87

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 51

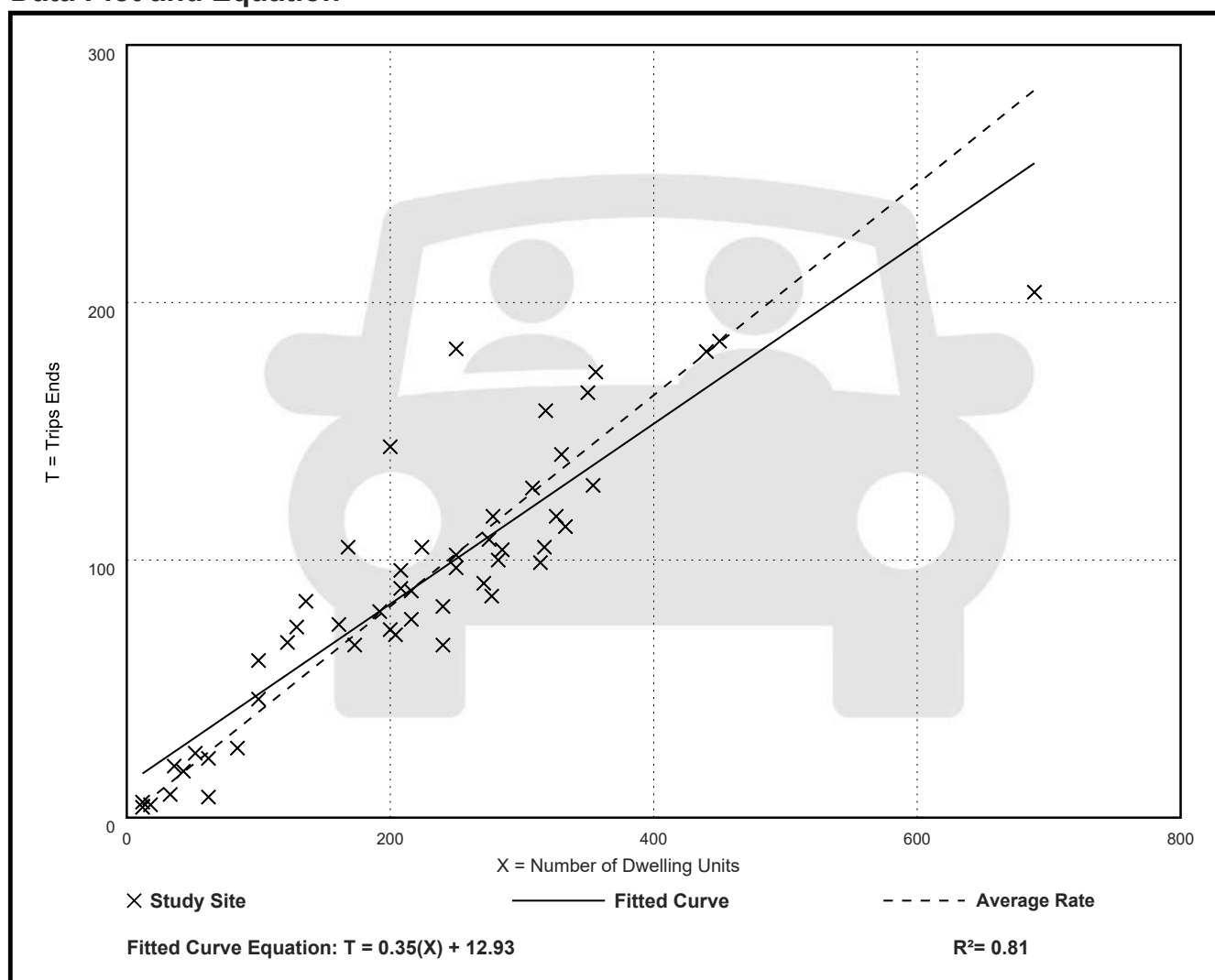
Avg. Num. of Dwelling Units: 219

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.41	0.13 - 0.73	0.10

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 61

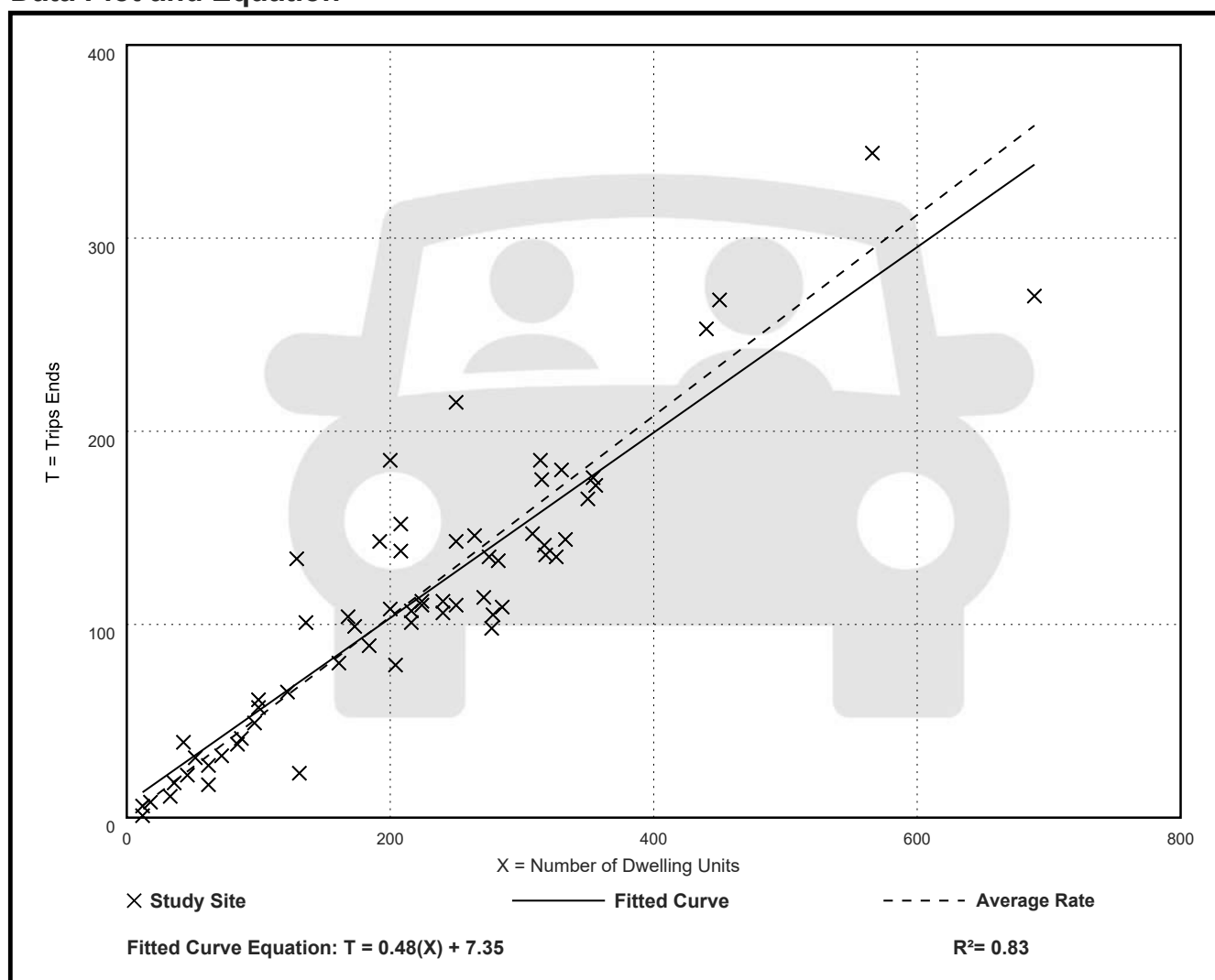
Avg. Num. of Dwelling Units: 215

Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.52	0.08 - 1.04	0.13

Data Plot and Equation





APPENDIX B

HENDRY COUNTY 2030 LRTP ROADWAY IMPROVEMENTS

Roadway Segment	From	To	Improvement	R/U	\$/mile	Length (miles)	Constr. Cost (a)	Area	Ave. Indirect Cost (a)	R/W Cost	Needs Plan Total Cost	Fin. Feasible
State Roads										10%		
SR 29	Glades County Line	Caloosahatchee River	Widen from 2L to 4LD	U	\$5,750,000	0.93	\$5,347,500	7	\$534,750	\$598,087	\$6,480,337	
SR 29 (Bridge)	over	Caloosahatchee River	Widen from 2L to 4LD	U	(b)	0.10	\$32,000,000	7	\$3,200,000	\$64,310	\$35,264,310	\$35,264,310
Bridge St./SR 29	Caloosahatchee River	SR 80	Widen from 2L to 4LD	U	\$5,750,000	0.47	\$2,702,500	7	\$270,250	\$302,259	\$3,275,009	\$3,275,009
SR 29	Cowboy Way	Helms Rd.	Widen from 2L to 4LD	U	\$5,750,000	1.00	\$5,750,000	4	\$575,000	\$74,448	\$6,399,448	
SR 29	Helms Rd.	Sears Rd.	Widen from 2L to 4LD	R	\$3,350,000	5.93	\$19,865,500	4	\$1,986,550	\$441,477	\$22,293,527	
SR 29	Sears Rd.	Keri Rd.	Widen from 2L to 4LD	R	\$3,350,000	3.45	\$11,557,500	4	\$1,155,750	\$256,846	\$12,970,096	
SR 29	Keri Rd.	Church Rd.	Widen from 2L to 4LD	R	\$3,350,000	2.60	\$8,710,000	4	\$871,000	\$193,565	\$9,774,565	
SR 29	Church Rd.	Collier Co. Line	Widen from 2L to 4LD	R	\$3,350,000	3.03	\$10,150,500	4	\$1,015,050	\$225,577	\$11,391,127	
SR 80	Lee County Line	Fort Denaud Rd.	Widen from 4LD to 6LD	R	\$3,350,000	2.98	\$9,983,000	2	\$998,300	\$193,533	\$11,174,833	
SR 80	Fort Denaud Rd.	Murray Rd.	Widen from 4LD to 6LD	R	\$3,350,000	1.45	\$4,857,500	2	\$485,750	\$94,169	\$5,437,419	
SR 80	Murray Rd.	Helms Road Ext.	Widen from 4LD to 6LD	R	\$3,350,000	1.52	\$5,092,000	2	\$509,200	\$98,715	\$5,699,915	
SR 80	Helms Road Ext.	Fort Denaud Rd.	Widen from 4LD to 6LD	R	\$3,350,000	1.48	\$4,958,000	2	\$495,800	\$96,117	\$5,549,917	
SR 80	Fort Denaud Rd.	MLK Blvd.	Widen from 4LD to 6LD	U	\$5,750,000	1.13	\$6,497,500	6	\$649,750	\$626,472	\$7,773,722	
SR 80	MLK Blvd.	Hardee St.	Widen from 4LD to 6LD	U	\$5,750,000	0.31	\$1,782,500	6	\$178,250	\$171,864	\$2,132,614	
SR 80	Hardee St.	Main St.	Widen from 4LD to 6LD	U	\$5,750,000	0.46	\$2,645,000	6	\$264,500	\$255,024	\$3,164,524	
SR 80	Main St.	Bridge St.	Widen from 4LD to 6LD	U	\$5,750,000	0.06	\$345,000	6	\$34,500	\$33,264	\$412,764	
SR 80	Bridge St.	Lee St.	Widen from 4LD to 6LD	U	\$5,750,000	0.08	\$460,000	6	\$46,000	\$44,352	\$550,352	
SR 80	Lee	Ft. Thompson	Widen from 4LD to 6LD	U	\$5,750,000	0.71	\$4,082,500	6	\$408,250	\$393,624	\$4,884,374	
SR 80	Ft. Thompson	Clark St.	Widen from 2L to 4LD	U	\$5,750,000	0.07	\$402,500	6	\$40,250	\$38,808	\$0 (e)>	\$0
SR 80	Clark St.	Collingswood Pkwy	Widen from 2L to 4LD	U	\$5,750,000	0.86	\$4,945,000	6	\$494,500	\$476,784	\$0 (e)>	\$0
SR 80	Collingswood Pkwy	Birchwood Pkwy.	Widen from 2L to 4LD	U	\$5,750,000	1.20	\$6,900,000	6	\$690,000	\$665,280	\$0 (e)>	\$0
SR 80	Birchwood Pkwy.	Wellington Pkwy.	Widen from 2L to 4LD	R	\$3,350,000	6.46	\$21,641,000	2	\$2,164,100	\$419,538	\$0 (f)>	\$0
SR 80	Wellington Pkwy.	Lexington Pkwy.	Widen from 2L to 4LD	R	\$3,350,000	1.54	\$5,159,000	2	\$515,900	\$100,014	\$0 (f)>	\$0
SR 80	Lexington Pkwy.	Hendry Isles Blvd.	Widen from 2L to 4LD	R	\$3,350,000	3.06	\$10,251,000	2	\$1,025,100	\$198,729	\$0 (f)>	\$0
SR 80	Hendry Isles Blvd.	CR 833	Widen from 2L to 4LD	R	\$3,350,000	5.62	\$18,827,000	2	\$1,882,700	\$364,985	\$0 (f)>	\$0
SR 80	CR 833	US 27	Widen from 2L to 6LD	R	\$6,700,000	3.00	\$20,100,000	2	\$2,010,000	\$194,832	\$0 (f)>	\$0
US 27/SR 80	SR 80	Flaghole Rd.	Widen from 4LD to 6LD	U	\$3,350,000	0.99	\$3,316,500	2	\$331,650	\$64,295	\$3,712,445	
US 27/SR 80	Flaghole Rd.	CR 720	Widen from 4LD to 6LD	U	\$3,350,000	5.23	\$17,520,500	2	\$1,752,050	\$339,657	\$19,612,207	
US 27/SR 80	CR 720	Lewis Blvd	Widen from 4LD to 6LD	U	\$5,750,000	1.11	\$6,382,500	6	\$638,250	\$615,384	\$7,636,134	
US 27/SR 80	Lewis Blvd	Olympia St.	Widen from 4LD to 6LD	U	\$5,750,000	1.24	\$7,130,000	6	\$713,000	\$687,456	\$8,530,456	
US 27/SR 80	Olympia St.	S. Pedro St.	Widen from 4LD to 6LD	U	\$5,750,000	0.74	\$4,255,000	6	\$425,500	\$410,256	\$5,090,756	
US 27/SR 80	S. Pedro St.	S. Francisco St.	Widen from 4LD to 6LD	U	\$5,750,000	0.37	\$2,127,500	6	\$212,750	\$205,128	\$2,545,378	
SR 82	Lee Co. Line	Collier Co. Line	Widen from 2L to 4LD	R	\$3,350,000	1.30	\$4,355,000	4	\$435,500	\$96,782	\$4,887,282	
										\$0	\$0	
Subtotal							\$270,099,000		\$27,009,900	\$9,041,630	\$206,643,510	\$38,539,319
Other Roadways												
Helms Rd. East Extension (G)	Lexington Pkwy.	CR 833	New 2L Road	U	\$5,600,000	8.16	\$45,696,000	5	\$4,569,600	\$232,658	\$50,498,258	
Helms Rd.	SR 29	Ford	Widen from 2L to 4LD	U	\$5,750,000	1.01	\$5,807,500	5	\$580,750	\$28,797	\$6,417,047	
Helms Rd. West Extension (B)	SR 80	SR 29	New 4LD Road	U	\$11,500,000	2.51	\$28,865,000	5	\$2,886,500	\$71,565	\$31,823,065	\$31,823,065
Church Rd North Extension (J)	Church Rd.	Sears Rd. W. Extension	New 2L Road	R	\$2,650,000	3.40	\$9,010,000	5	\$901,000	\$96,941	\$10,007,941	\$10,007,941
Sears Rd. West Extension (L)	Wheeler Rd.	SR 29	New 2L Road	R	\$2,650,000	7.96	\$21,094,000	5	\$2,109,400	\$226,956	\$23,430,356	\$23,430,356
Wheeler Rd.	Sears Rd. Extension	SR 80	New 2L Road	R	(c)	7.51		5	\$0			\$0
Kirby Rd. West Ext.(N)	Kirby Thompson Rd.	Lee Co. Line	New 2L Road	R	\$2,650,000	2.06	\$5,459,000	1	\$545,900	\$290,411	\$6,295,311	
Howard Rd. West Ext. (P/R)	Kirby Thompson Rd.	N. River Rd.	New 2L Road	R	\$2,650,000	3.77	\$9,990,500	1	\$999,050	\$531,480	\$11,521,030	\$11,521,030
Subtotal							\$125,922,000		\$12,592,200	\$1,478,807	\$139,993,007	\$76,782,391
Total							\$396,021,000		\$39,602,100	\$10,520,437	\$346,636,517	\$115,321,710

Notes:

- (a) Design, PDE and administration costs often funded separately from construction
- (b) Average cost of a new 2 lane structure
- (c) Funded through a MSBU
- (d) Ft. Denaub bridge may need to be replaced as a routine maintenance/replacement project
- (e) Has allocated FDOT funding as per current Work Program
- (f) Shown as part of current Financially Feasible SIS Plan



APPENDIX C

YEAR 2045 ANALYSIS

TABLE 5
2045 TOTAL TRAFFIC VOLUMES

TOTAL PM PEAK HOUR PROJECT TRIPS (IN) = 164
 TOTAL PM PEAK HOUR PROJECT TRIPS (OUT) = 100

ROADWAY	FROM	TO	D1RPM VOLUMES				PROJECT DISTRIBUTION	PROJECT TRIPS PEAK DIR.	TOTAL TRAFFIC PEAK DIR.	PROG. LANES	CLASS	LOS D CAPACITY	V/C	MEET LOS?
			BACKGROUND AADT	MOCF	ADJUSTED AADT	PEAK HOUR PEAK DIR. ¹								
SR 80	CAPTAIN HENDRY DRIVE	FT DENAUD ROAD/COWBOY WAY	20,324	0.94	19,105	998	35%	57	1,056	6D	C2	4,370	0.24	YES
SR 80	FT DENAUD ROAD/COWBOY WAY	HELMS ROAD	26,492	0.94	24,902	1,301	65%	107	1,408	6D	C2	4,370	0.32	YES

Notes:

1. Peak hour peak direction volumes based on a K Factor of 9.5% and D Factor of 55%.

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 0700 HENDRY COUNTYWIDE

Section 8, Item B.

MOCF: 0.94

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	0.98	1.04
2	01/07/2024 - 01/13/2024	0.99	1.05
3	01/14/2024 - 01/20/2024	1.01	1.07
4	01/21/2024 - 01/27/2024	0.99	1.05
5	01/28/2024 - 02/03/2024	0.97	1.03
* 6	02/04/2024 - 02/10/2024	0.95	1.01
* 7	02/11/2024 - 02/17/2024	0.94	1.00
* 8	02/18/2024 - 02/24/2024	0.94	1.00
* 9	02/25/2024 - 03/02/2024	0.94	1.00
*10	03/03/2024 - 03/09/2024	0.93	0.99
*11	03/10/2024 - 03/16/2024	0.93	0.99
*12	03/17/2024 - 03/23/2024	0.94	1.00
*13	03/24/2024 - 03/30/2024	0.94	1.00
*14	03/31/2024 - 04/06/2024	0.94	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.01
*16	04/14/2024 - 04/20/2024	0.95	1.01
*17	04/21/2024 - 04/27/2024	0.96	1.02
*18	04/28/2024 - 05/04/2024	0.97	1.03
19	05/05/2024 - 05/11/2024	0.98	1.04
20	05/12/2024 - 05/18/2024	0.99	1.05
21	05/19/2024 - 05/25/2024	1.01	1.07
22	05/26/2024 - 06/01/2024	1.03	1.10
23	06/02/2024 - 06/08/2024	1.06	1.13
24	06/09/2024 - 06/15/2024	1.08	1.15
25	06/16/2024 - 06/22/2024	1.08	1.15
26	06/23/2024 - 06/29/2024	1.08	1.15
27	06/30/2024 - 07/06/2024	1.08	1.15
28	07/07/2024 - 07/13/2024	1.08	1.15
29	07/14/2024 - 07/20/2024	1.08	1.15
30	07/21/2024 - 07/27/2024	1.07	1.14
31	07/28/2024 - 08/03/2024	1.06	1.13
32	08/04/2024 - 08/10/2024	1.05	1.12
33	08/11/2024 - 08/17/2024	1.04	1.11
34	08/18/2024 - 08/24/2024	1.04	1.11
35	08/25/2024 - 08/31/2024	1.05	1.12
36	09/01/2024 - 09/07/2024	1.05	1.12
37	09/08/2024 - 09/14/2024	1.06	1.13
38	09/15/2024 - 09/21/2024	1.06	1.13
39	09/22/2024 - 09/28/2024	1.05	1.12
40	09/29/2024 - 10/05/2024	1.04	1.11
41	10/06/2024 - 10/12/2024	1.03	1.10
42	10/13/2024 - 10/19/2024	1.02	1.09
43	10/20/2024 - 10/26/2024	1.01	1.07
44	10/27/2024 - 11/02/2024	1.00	1.06
45	11/03/2024 - 11/09/2024	0.99	1.05
46	11/10/2024 - 11/16/2024	0.98	1.04
47	11/17/2024 - 11/23/2024	0.98	1.04
48	11/24/2024 - 11/30/2024	0.98	1.04
49	12/01/2024 - 12/07/2024	0.98	1.04
50	12/08/2024 - 12/14/2024	0.98	1.04
51	12/15/2024 - 12/21/2024	0.98	1.04
52	12/22/2024 - 12/28/2024	0.99	1.05
53	12/29/2024 - 12/31/2024	1.01	1.07

* PEAK SEASON

04-MAR-2025 16:32:50

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APPENDIX D

DIRPM V2.1
2045 VOLUMES



APPENDIX E

YEAR 2030 ANALYSIS

TABLE 6
SHORT TERM (2030) BACKGROUND TRAFFIC

ROADWAY	FROM	TO	LANES	SERVICE CAPACITY	COUNT YEAR	PEAK DIR. EXISTING TRAFFIC		GROWTH RATE	2030 BACKGROUND PEAK HR/PEAK DIR.	
						AM	PM		AM	PM
SR 80 ¹	CAPTAIN HENDRY DRIVE	FT DENAUD ROAD/COWBOY WAY	6D	4,370	2024	597	714	5.5%	824	986
SR 80 ^{1,2}	FT DENAUD ROAD/COWBOY WAY	HELMS ROAD	6D	4,370	2024	1,239	1,239	5.5%	1,710	1,710

Notes:

1. Existing traffic counts from FDOT Florida Traffic Online and service capacity from FDOT 2023 Multimodal Quality/Level of Service Handbook.
2. Peak hour peak direction volumes based on a K Factor of 9.5% and D Factor of 56.7%.

TABLE 7
SHORT TERM (2030) TOTAL TRAFFIC

TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 58
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 56

ROADWAY	FROM	TO	LANES	SERVICE CAPACITY	PEAK DIR. BACKGROUND TRAFFIC		TRIP ASSIGN.	PROJECT TRIPS		2030 TOTAL TRAFFIC		MEET CAPACITY?	
					AM	PM		AM	PM	AM	PM	AM	PM
SR 80	CAPTAIN HENDRY DRIVE	FT DENAUD ROAD/COWBOY WAY	6D	4,370	824	986	35%	20	20	844	1,006	YES	YES
SR 80	FT DENAUD ROAD/COWBOY WAY	HELMS ROAD	6D	4,370	1,710	1,710	65%	36	38	1,746	1,748	YES	YES



APPENDIX F

2024 VOLUMES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY
SITE: 5000 - SR 80, NE OF COWBOY WAY

YEAR	AADT		DIRECTION 1		DIRECTION 2		*K FACTOR	D FACTOR	T FACTOR
2024	18600	C	E	9200	W	9400	9.00	56.70	13.50
2023	17700	S	E	8900	W	8800	9.00	56.40	16.20
2022	16300	F	E	8200	W	8100	9.00	57.50	16.20
2021	15500	C	E	7800	W	7700	9.00	55.80	16.20
2020	13700	C	E	6800	W	6900	9.00	55.80	14.60
2019	14400	C	E	7100	W	7300	9.00	56.50	15.50
2018	13400	C	E	6600	W	6800	9.00	56.20	11.60
2017	13100	C	E	6600	W	6500	9.00	55.40	10.80
2016	13600	C	E	6600	W	7000	9.00	55.40	11.90
2015	11100	C	E	5500	W	5600	9.00	55.70	13.30
2014	10500	F	E	5200	W	5300	9.00	54.80	11.70
2013	10300	C	E	5100	W	5200	9.00	54.50	11.70
2012	9700	C	E	4800	W	4900	9.00	54.70	11.40
2011	11800	F	E	6000	W	5800	9.00	51.90	7.90
2010	12000	C	E	6100	W	5900	9.91	56.65	7.90
2009	11100	C	E	5600	W	5500	10.14	55.96	12.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

COUNTY: 07
STATION: 5000
DESCRIPTION: SR 80, NE OF COWBOY WAY
START DATE: 08/14/2024
START TIME: 0000

TIME	DIRECTION: E					DIRECTION: W					COMBINED TOTAL	
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL		
0000	8	14	4	7	33	11	8	1	14	34	67	
0100	8	4	3	5	20	5	8	10	7	30	50	
0200	6	7	4	13	30	6	4	13	9	32	62	
0300	10	6	9	13	38	7	4	24	16	51	89	
0400	20	23	22	43	108	23	18	34	43	118	226	
0500	49	45	57	68	219	52	94	101	128	375	594	
0600	65	88	80	97	330	153	165	136	138	592	922	
0700	127	115	129	153	524	112	143	143	159	557	1081	
0800	140	145	152	123	560	152	123	134	155	564	1124	
0900	147	110	119	128	504	140	124	128	143	535	1039	
1000	153	110	124	119	506	153	136	149	141	579	1085	
1100	125	132	137	152	546	149	125	121	138	533	1079	
1200	153	156	134	163	606	147	142	159	168	616	1222	
1300	144	147	104	129	524	131	145	146	153	575	1099	
1400	135	129	174	135	573	128	158	130	143	559	1132	
1500	160	130	155	173	618	156	163	116	152	587	1205	
1600	156	159	160	150	625	172	135	181	152	640	1265	
1700	153	148	167	162	630	166	137	149	133	585	1215	
1800	235	150	134	139	658	96	121	99	80	396	1054	
1900	127	115	91	102	435	95	100	95	68	358	793	
2000	84	77	80	59	300	84	98	79	50	311	611	
2100	55	39	55	45	194	47	51	36	45	179	373	
2200	33	27	22	35	117	21	24	19	19	83	200	
2300	14	18	16	14	62	11	13	13	11	48	110	
24-HOUR TOTALS:					8760						8937	17697

PEAK VOLUME INFORMATION							
DIRECTION: E				DIRECTION: W			
A.M.	745	590		715	597		
P.M.	1730	714		1545	640		
DAILY	1730	714		1545	640		

TRUCK PERCENTAGE	13.77	13.32	13.54
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CLASSIFICATION SUMMARY DATABASE																
DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK TOTVOL
E	20	5397	2137	9	467	175	20	226	282	16	2	5	4	0	0	1206 8760
W	24	5478	2245	13	478	66	122	202	257	42	5	4	1	0	0	1190 8937

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2024 HISTORICAL AADT REPORT

COUNTY: 07 - HENDRY

SITE: 0019 - SR 80, EAST OF CR 78A

YEAR	AADT		DIRECTION 1		DIRECTION 2		*K FACTOR	D FACTOR	T FACTOR
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2024	23000	F	E	11500	W	11500	9.50	56.70	18.60
2023	22000	C	E	11000	W	11000	9.50	56.40	18.60
2022	21000	C	E	10500	W	10500	9.50	57.50	19.00
2021	19300	C	E	9700	W	9600	9.50	55.80	17.40
2020	15800	C	E	7900	W	7900	9.50	55.80	17.80
2019	17400	C	E	8700	W	8700	9.50	56.50	17.10
2018	15700	C	E	7700	W	8000	9.50	56.20	14.00
2017	15600	C	E	7800	W	7800	9.50	55.40	13.70
2016	15000	C	E	7400	W	7600	9.50	55.40	14.40
2015	13800	C	E	6800	W	7000	9.50	55.70	17.20
2014	11900	F	E	5900	W	6000	9.50	54.80	14.90
2013	11700	C	E	5800	W	5900	9.50	54.50	14.90
2012	11600	C	E	5900	W	5700	9.50	54.70	11.80
2011	10400	F	E	5300	W	5100	9.50	51.90	13.30
2010	10600	C	E	5400	W	5200	9.91	56.65	13.30
2009	12000	C	E	5900	W	6100	10.14	55.96	14.30

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES