CITY OF LABELLE

AGENDA

Regular Commission Meeting
Thursday, December 12, 2024, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

ADMINISTRATION:

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

Agenda

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Roll Call**
4. **Roll Call**
5. **Presentations**
   - A. LaBelle SAHFI Drinking Water Facility Plan, Resolution, & Task Order
   - B. LaBelle SAHFI Clean Water Facility Plan, Resolution, & Task Order
   - C. LaBelle Stormwater Facility Plan & Resolution
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 *Month* Check Register**
   - B. **Approval of *Month* Minutes:**

     October 24, 2024 LPA Meeting Minutes

     October 24, 2024 City Commission Meeting Minutes

     November 14, 2024 City Commission Meeting Minutes

     December 2, 2024 City Commission Final Budget Special Meeting
   - C. **Approval of Staff Reports:**

     -HCSO-Lt. Allen Hudson

     -Fire Department-Chief Brent Stevens

     -Building Department-Mark Lynch

     -Code Enforcement-Zane Mungillo

     -Planning and Zoning-Alexis Crespo

     -Finance-Lilly Davenport

     -Public Works-Mitch Wills

     -Woodard & Curran-Justin deMello (addition)

     -Four Waters Engineering- Laura Constantino
   - D. Donation to LaBelle Heritage Museum - Lilly Davenport
   - E. Amendment No. 1 FDEP Grant LPA0179
   - F. Amendment No. 2 FDEP Agreement LPQ0020
   - G. RESOLUTION 2024-29 A RESOLUTION OF THE MAYOR ON BEHALF OF AND AUTHORIZED BY THE CITY COMMISSION OF THE CITY OF LABELLE PER THE 2023-28

RESOLUTION, APPROVING THE SWAMP CABBAGE FESTIVAL AND SWAMP STOMP 5K TEMPORARY USE & SPECIAL EVENTS APPLICATION, AND AUTHORIZING THE APPLICANTS TO SUBMIT A ROAD CLOSURE APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CITY OF LABELLE'S ANNUAL EVENTS.

H. Purchase of Animal Control Vehicle - Doug Morgan

I. RESOLUTION 2024-32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; HENDRY COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SML, INC. FOR PROFESSIONAL RECORDS MANAGEMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

J. ARPA Funding Priorities

K. Ajax Paving Agreement (addition)

L. CPH Professional Engineering Services Proposal and Authorizing the Mayor to Sign the Contract

M. DEP Agreement No. WG041 Change Order No. 2

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)

8. Public Hearings and/or Ordinances

A. ORDINANCE 2023 - 12 *(second reading)* AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 15.95+/-ACRE PROPERTY LOCATED IMMEDIATELY NORTH OF STATE ROAD 80, WEST OF E. FORT THOMPSON AVE; AMENDING THE ZONING DISTRICT SINGLE-FAMILY-LOW DENSITY (R1-A) TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

A. Insurance Claim - John Glen Hallihan

10. City Related Business by Commissioners

11. Adjournment

Upcoming Meetings:

January 9, 2025 LPA & City Commission Meeting

February 13, 2025 LPA & City Commission Meeting

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

City of Labelle Office Closures:

Monday, December 23, 2024 Closing At Noon

Tuesday, December 24, 2024 Closed

Wednesday, December 25, 2024 Closed

Tuesday, December 31, 2024 Closing At Noon

Wednesday, January 1, 2025 Closed

Meeting Records Request

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

Notice of Commission Meetings and Agendas

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

Americans with Disabilities Act

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

City of LaBelle Board of Commissioners
Agenda Request

To: Honorable Mayor and City Commission

Prepared By: **Woodard & Curran Fiscal Solutions Team**

Date of Meeting: 12/12/20204

Date Submitted: TBD

Title of Agenda Item: LaBelle SAHFI Drinking Water Facility Plan

Agenda Location: 481 West Hickpochee Ave LaBelle, FL 33975

Report in brief: In 2024, the City submitted a Request for Inclusion to the State Revolving Fund for the Supplemental Appropriation for Hurricanes Fiona and Ian and was awarded $19,500,000 with $50,000 dollars earmarked for planning activities. The City of LaBelle entered into an engineering services contract with Woodard & Curran to produce a Drinking Water Facilities Plan for planning and funding services for the City's Drinking Source Protection, Water Treatment Hardening and Distribution System Redundancy Project to meet Florida Department of Environmental Protection (FDEP) permitting and compliance standards. Planning for this project is now complete and approved by the FDEP. The LaBelle Drinking Water SRF Facilities Plan recommended a series of capacity and operational redundancy improvements that would enhance the continuity of the system's operations and meet the 20-year projected needs of the system to serve the community reliably in the future. At present, the system is close to having inadequate water storage and is highly vulnerable to failures and operational interruptions resulting from flooding and other natural disasters. This funding will help the City of LaBelle address the drinking water vulnerabilities when hit with severe weather and provide a more robust drinking water system and additionally, prevent the City from inadvertently violating Florida Administrative Code with respect to useful finished water storage. The purpose of this hearing is to present the findings from the Facility Plan and discuss potential impacts of the proposed upgrades.

Staff Comments:

Fiscal Impact: This project is being funded with a 100% Principal Forgiveness Loan through FDEP SRF.

Recommended Actions: Review and Approve findings of LaBelle SAHFI Drinking Water Facility Plan.

Drinking Water Facility Plan

Drinking Water Facility Plan

- 20-year planning document that includes:
  - Growth, Flow Projections and Resiliency
  - PROJECT 1 - Membrane Water Treatment Facility Upgrades
    - Plant Capacity and Growth Evaluation
    - Water Source & Treatment Plant Improvements
  - PROJECT 2 - Distribution & Storage Upgrades
    - New up to 1MG Elevated Storage Tank
    - Distribution System Improvements
    - Valve Exercising & Replacement Program
  - PROJECT 3 - Water Meter Replacements
  - SAHFI Funding Justification for Projects 1 & 2

PROJECT 1 - Source Water & Treatment Plant Upgrades

Project Need:

The existing treatment plant has insufficient capacity to treat the projected future drinking water demand while maintaining redundant backup capacity for emergencies

Alternatives:

A. **Expand RO Skid & Replace Existing RO Membranes**

B. New Larger RO Skid

C. Replace RO Skid with Ultrafiltration Skid

Selected Alt. Capital Cost:

$4,190,000

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

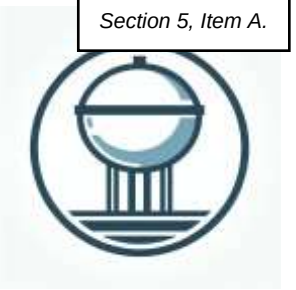
Scope of Work:

- Replace backup generators and ATSs at source water wells
- Purchase a portable genset for providing additional backup power for wells
- Replace membranes on existing RO skids
- Expand existing RO skids from 0.75 to 1.125 MGD capacity
- Replace clearwell, concentrate pumps, and high service pumps
- Add propane powered backup pumps – one high service + one clearwell
- Replace chemical system canopy with climate controlled chemical building
- Replace chem. feed and storage with larger capacity pumps and storage
- Purchase critical shelf spares for difficult to obtain parts with long lead times
- Upgrade camera system to allow for remote monitoring
- Controls and electrical improvements to provide greater level of protection against lightning strikes and FPL power surges
- Upgrade SCADA to incorporate plant upgrades

Cost to the Rate Payer:

- Project is scheduled for SAHFI Grant funding. Current rates are sufficient to cover any additional projected debt service for this project per Utility Rate Structure adopted on October 10, 2024.

PROJECT 2 - Distribution System & Storage Upgrades



Project Need:

The City's total storage volume is insufficient to meet Florida code requirements with projected future demands. Distribution piping lacks redundancy and operability due to dead ends and faulty valves

Alternatives:

A. Concrete Ground Storage Tank & Pump Station and Distribution Upgrades

B. Pedesphere Elevated Storage Tank and Distribution Upgrades

C. Fluted Column Elevated Storage Tank and Distribution Upgrades

Selected Alt. Capital Cost:

$26,206,000

Scope of Work:

- Up to 1 MG elevated storage tank adjacent to source water wells
- Helms Rd/SR80 New Pipe Loop for pressure improvements
- Zone B New Pipe Installation replace 2" galvanized pipe
- New backup gensets at source water wells will incorporate backup power supply for equipment associated with new elevated storage tank
- Pressure surge/water hammer prevention equipment on downstream side of high service pumps for protection of distribution system
- Replacement of undersized hydrants or hydrants at end of useful life
- Replacement of failed isolation gate valves in water distribution network
- Water main improvements to replace undersized pipes that are limiting distribution during fire flow events and to eliminate some of the significant system dead ends

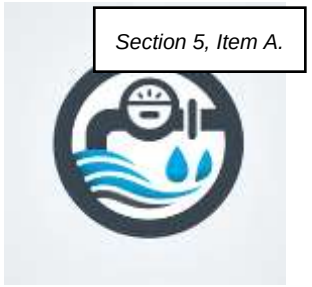
Cost to the Rate Payer:

- Project is scheduled for SAHFI Grant funding. Current rates are sufficient to cover any additional projected debt service for this project per Utility Rate Structure adopted on October 10, 2024.

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

PROJECT 3 – Water Meter Replacements



Project Need:

Failing large-diameter service meters for commercial customers and failing meters at well sources, likely contributing to missed billing and system revenues

Alternatives:

A. **Replace Commercial & Production Meters & AMI Endpoints**

B. Replace All Commercial & Production Meters, Replace Old AMI Endpoints

C. Keep Existing Metering In Place (No Action)

Selected Alt. Capital Cost:

$262,000

Scope of Work:

- Replace the City's commercial service and production meters 1 ½ inch and larger
- Replace the AMI endpoints at each meter at the same time.
- Includes up to 100 commercial service meters with their AMI endpoints and 4 production meters.

Cost to the Rate Payer:

- Current rates are sufficient to cover the projected debt service for this project per Utility Rate Structure adopted on October 10, 2024.

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

Drinking Water Improvements Cost Estimates

Table ES-1-1: Selected Plan Proposed Costs

Selected Alternatives Opinion of Probable Capital Cost			
	Project 1 – Source & Treatment Upgrades	**Project 2 – Distribution and Storage Upgrades**	**Project 3 – Large Commercial Service and Production Meter Upgrades**
Construction Base Cost (2024)	$2,794,000	$17,473,000	$185,000
Construction Contingency 10%	$279,000	$1,747,000	$19,000
Engineering, Permitting and Design 10%	$279,000	$1,747,000	$19,000
Engineering Services During Construction 8%	$224,000	$1,398,000	$0
Fiscal, Legal and Administration 3%	$84,000	$524,000	$6,000
Land Acquisition	$0	$100,000	$0
Construction Escalation to mid-point of construction (end of 2026 7%)	$530,000	$3,217,000	$33,000
Total Opinion of Capital Costs	**$4,190,000**	**$26,206,000**	**$262,000**

Total Allocated SAHFI Funding = $19,500,000

Woodard & Curran

Drinking Water Facility Plan

City Commission Discussion

Public Comment

Consideration of Resolution

Thank you! Questions?

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Via Electronic Mail

12/2/2024

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

RE: Proposal for Design Engineering Services for Drinking Water System Improvements
City of LaBelle, FL

Dear Mayor Wilkins:

Thank you for the opportunity for Woodard & Curran (W&C) to provide this proposal for professional Design Engineering Services pertaining to improvements to the Drinking Water System for the City of LaBelle (City) which include upgrades to the Membrane Water Treatment Facility, the Storage and Supply system, and the Transmission and Distribution system.

This project and the proposed scope encompass the recommendations included in the LaBelle Drinking Water Facilities Plan (DW Plan) that was prepared for the City of LaBelle in a collaborative effort by City Staff and W&C to meet the current and future needs of the City and the requirements of the Florida Department of Environmental Protection's (FDEP's) funding from Special Appropriation for Hurricanes Fiona and Ian (SAHFI). The DW Plan was developed to evaluate utility needs related to drinking water production, storage, and distribution to include improved resiliency, flood protection, health and safety, reliability, O&M efficiency and 20-year growth estimates.

PROJECT UNDERSTANDING AND APPROACH SUMMARY

Based on the assessment performed in the DW Plan and the projected water demands from future developments, the City urgently needs to implement the recommendations of the DW Plan. Design Engineering Services provided by W&C will address the following Drinking Water System Improvements:

Distribution System & Storage Improvements

1. A new up to 1,000,000 gallon pedesphere elevated water storage tank will be designed to provide redundancy for water storage tank maintenance and to increase the total system storage capacity to meet municipal standards and FAC 62-555.320 (19)(a).

   The new pedesphere elevated storage tank's recommended location and height will be determined during hydraulic modeling analysis in the Preliminary Investigation phase. The tank site will be designed with additional miscellaneous work elements, including fencing, an access gate, yard piping, an emergency backup generator, a new electrical service connection, a driveway, exterior lighting, a security camera system, instrumentation, and communications equipment.

2. The transmission and distribution piping network will be analyzed. Elements of the network, including pipe and valve sizes and hydrants, that can limit the distribution of water during fire events will be identified and upgrades to the distribution system will be designed to eliminate these bottlenecks. A surge analysis will also be prepared that incorporates the new elevated storage tank. Distribution system improvements will include any upgrades that may be needed to eliminate high pressure spikes in the distribution network because of immediate stops/starts of the high service pumps.

3. W&C will prepare a valve replacement program for identifying and replacing non-functional mainline gate valves. This program will be executed with assistance from the City Staff to perform a valve exercising program to catalogue the City's isolation valves in the distribution network and identify the valves that are failing or inoperable. Faulty valves will be removed and replaced. It is estimated that one hundred forty (140) valves will need to be replaced.

Supply Wells & Membrane Water Treatment Facility Improvements

1. W&C will design new backup generator infrastructure at the City's two (2) well sources to improve the City's ability to consistently supply raw water to the treatment plant during periods of primary utility power outages. Design includes new permanently mounted 200 kW generators, automatic transfer switches, and surge protectors to improve water source supply reliability. A specification for a trailer-mounted genset will also be prepared to serve as a backup for one of the well source generators in the event the permanently mounted generators are damaged.

2. W&C will upgrade the existing reverse osmosis (RO) skids at the Membrane Water Treatment Facility (MWTF) to add new RO pressure vessels and associated piping, valving, and instrumentation to increase the plant's treatment capacity from 0.75 MGD to 1.125 MGD and to provide full operating redundancy when one RO train is out of service for maintenance.

3. W&C will prepare a RO membrane replacement program for replacement of the existing membranes on both RO trains which have exceeded their useful life.

4. Specifications for new high service and concentrate pumps will be prepared to replace the existing pumps which are at the end of their useful life.

5. SCADA upgrades will be designed to incorporate all the plant, distribution system and storage upgrades. As part of these upgrades, the MWTF's cyber-security protocols will be reviewed and any recommendations for improvements or updates will be identified.

6. Specifications for critical shelf spares for the RO motor operated valves and the well pump variable frequency drives will be prepared.

7. The MWTF camera system design will be upgraded to enable the cameras at the well source locations and the MWTF to be viewed remotely over the internet.

8. The electrical and controls systems at the well source locations and the MWTF will be reviewed and improvements will be designed to the existing systems to provide for a greater level of protection against lightning strikes and supply-side power surges.

9. W&C will design two (2) new propane-powered pumps at the MWTF. One of these pumps will be a chlorine contact chamber (CCC) transfer pump and one will be a high service pump. Propane-powered pumps will enable one (1) transfer pump and one (1) high service pump in MANUAL mode in the event of damage to electrical supply and control equipment by lightning strikes.

   The CCC transfer pump for pumping water from the treatment plant's chlorine contact chamber to the finished water storage tank has a design point of 1,050 gpm @ 39 ft TDH. The high service pump for pumping from the finished water storage tank into the distribution system has a design point of 1,850 gpm @ 140 ft TDH. The new propane-powered pumps will each replace an existing electrical-powered pump in poor condition in the same physical location.

10. W&C will design improvements to the chemical feed and storage area to provide protection from harsh environmental conditions, storm resiliency, increased equipment capacity, improvements to operator safety, and replacement of equipment that has exceeded its useful life. Design will include replacement of the existing chemical storage tanks and pumping equipment. A table listing each of the chemicals located in the chemical feed and storage area is provided below. New level sensors will be provided for each tank. Chemical metering pumps will be upsized compared to the existing pumps to allow them to treat the larger flow rate that the upgraded RO skids will be able to produce.

MWTF Chemical Storage and Metering Pumps

Chemical	Chemical Storage Tanks	Chemical Metering Pump(s)	Level Sensors
Sodium Hypochlorite	Two 2,000-gallon bulk tanks One 75-gallon day tank	Two 6.0 gph duplex pump skids (4.0 gph existing)	Two ultrasonic
Sulfuric Acid	One 500-gallon bulk tank One 30-gallon day tank	One 1.5 gph duplex pump skid (1.0 gph existing)	One ultrasonic
Orthophosphate	One 275-gallon bulk tank One 10-gallon day tank	One 0.65 gph duplex pump skid (0.42 gph existing)	One ultrasonic
Sodium Hydroxide	One 1,550-gallon bulk tank One 40-gallon day tank	One 3.0 gph duplex pump skid (2.0 gph existing)	One ultrasonic
Hydrofluorosilicic Acid	One 240-gallon bulk tank One 35-gallon day tank	One 0.65 gph duplex pump skid (0.42 gph existing)	One ultrasonic
Antiscalant	One 55-gallon bulk tank One 25-gallon day tank	One 0.65 gph duplex pump skid (0.42 gph existing)	One ultrasonic

Design improvements will also include replacement of the existing chemical storage area with a fully enclosed, climate controlled chemical storage building. The building will be designed such that each chemical has its own secondary containment area. HVAC and electrical elements will be included in the building design.

SCOPE OF WORK DETAILS

W&C will provide the following Engineering Design Services to the City to address the Drinking Water System Improvements described above:

PHASE 001 – Preliminary Investigations

Phase 001 will be composed of Preliminary Investigative work including data gathering, system mapping, hydraulic modeling, and surge analyses. This Phase also includes subcontracted site investigation work including topographic surveys, subsurface utility location work, geotechnical studies, wetlands & endangered species investigations, and field data collection. Historical data will be gathered from the City's existing SCADA system at the MWTF when available.

The City has an existing WaterCAD hydraulic model, but the accuracy and completeness of the model is not yet known. Woodard & Curran will review the hydraulic model and update it as needed by comparing the current model to the most recent version of the City's Utilities Map. Updating the hydraulic model will be imperative to support the distribution system design work on this project.

1.1 Field Pressure Monitoring and Logging: Large portions of the existing distribution system are aging and are likely tuberculated, affecting their hydraulic capacity. To help determine the extent and magnitude of this reduction, pressure data loggers will be installed at multiple hydrants throughout the existing distribution system for approximately four weeks in duration. Exact quantities and locations of pressure monitors will need to be determined through discussions with the City and MWTF Operations personnel. Pressure monitoring will provide accurate data to better understand and model the distribution system under a variety of flow and pressure conditions particularly in the north area of the City where most of the antiquated distribution piping is located. The scope of this Task Order does not include supply and installation of the pressure monitors and data loggers.

1.2 Hydraulic Modelling: Once the hydraulic model has been fully updated to incorporate the real system and pressure data from the field installed pressure monitors, SCADA information collected from the MWTF, and other available information., the model will be run to evaluate flows and pressures throughout the distribution network under current flow conditions to identify and confirm any problem areas.

Next, the hydraulic model analysis will be run to assess the flow and pressure impacts on the potable water distribution system resulting from the addition of the proposed project improvements, along with increased projected demands from future developments. Water system storage and water age impacts will also be assessed. The hydraulic model effort will include recommendations for installation and sizing new equipment and piping for the distribution network. This work will also confirm the site and operating range for the elevated storage tank.

A Draft Technical Report summarizing the hydraulic model assumptions and results along with appropriate figures will be submitted to the City and MWTF Operations Team for review. Comments will be incorporated in the Final Technical Report, which will be used to define and

verify specific distribution system recommended changes and improvements. The City will be provided with a copy of the updated hydraulic WaterCAD model.

1.3 Surge Analysis: Issues with hydraulic pressure surges are a known problem at the existing MWTF which have resulted in damage to pumps and piping. W&C will perform a desktop surge analysis to model the water system operation and identify design improvements that will minimize hydraulic pressure surges in the water system. Possible solutions, such as pressure surge control valves or hydropneumatic tanks at one or more locations in the distribution network will be investigated as part of the analysis.

A Draft Technical Report summarizing the surge analysis assumptions and results along with appropriate figures will be submitted to the City and MWTF Operations Team for review. Comments will be incorporated in the Final Technical Report, which will be used to identify the distribution system recommended changes and improvements.

1.4 Survey & Subsurface Utility Locate: W&C's survey subconsultant will complete a ground survey using the City approved horizontal and vertical datum to create a base plan for the detailed design of the pipelines and the parcel identified for the elevated storage tank. This survey will include but not be limited to property lines, topography, utilities, drainage, physical features, and buildings. This information will also be used to confirm proposed infrastructure location in comparison to the 100-year and 500-year flood zone. A desktop review of available information will be performed to identify wetland resource areas. All survey and subsurface utility locate drawings will be stamped by a Florida professional surveyor. The City will be provided with copies of all final drawings.

1.5 Geotechnical Subsurface Studies: W&C's geotechnical subconsultant will conduct a geotechnical exploration, including soil sampling and borings, to ascertain the necessary geotechnical design parameters along the proposed pipeline routes and at locations of proposed new structures including the elevated storage tank. This task includes pre-exploration activities, such as reviewing published soils information and plans of underground utilities to facilitate the completion of subsurface exploratory test borings and analysis. A report summarizing all data and findings will be prepared and provided to the City.

1.6 Environmental Assessment: A site inspection and desktop analysis of the proposed pipeline routes and the parcel identified for installation of the elevated storage tank will be conducted for the presence of wetlands and/or endangered species. A report summarizing all data and findings will be prepared and provided to the City.

PHASE 002 – Construction Management Selection

Phase 002 will consist of facilitating for the City the selection of the qualified Construction Manager At Risk (CMAR) for the project. This phase will include development of the Request for Qualifications (RFQ) for the Construction Manager at Risk (CMAR) for the project, coordinating CMAR interviews, and facilitating the evaluation of the RFQ packages received.

2.1 Preparation of RFQ: W&C will prepare an RFQ consisting of project summary, preliminary project schedule, and background, CMAR scope of services, RFQ submission requirements, owner's evaluation process/criteria/scoring, CMAR contract agreement, standard

terms and conditions, and a technical package that includes: Drawing List, Preliminary Site Plan, draft process flow diagrams, Equipment List, and preliminary demolition drawings. W&C will review the RFQ with the City before advertising it publicly.

2.2 CMAR RFQ Process: W&C will work with the City to advertise the RFQ. W&C will lead a pre-proposal meeting to introduce all proposers to the project and scope of work. W&C will address Requests for Information (RFIs) submitted by proposers as they are preparing their proposals in the form of RFQ Addenda. W&C will also assist with coordinating and attending CMAR interviews.

2.3 Evaluation of Proposals: W&C will review each proposal for accuracy and completeness and will work with the City to evaluate each proposal based on weighted criteria for selection. The evaluation criteria description and relative weight assigned to each will be defined in the RFQ package. A score will be assigned to each Proposal based on the evaluation criteria.

2.4 Project Management (PM): This task occurs concurrently with all the steps outlined above and consists of all those tasks necessary to inform the City of the project's needs; monitor and control the design process; coordinate information and meetings; coordinate with subcontractors and in-house design staff; reach timely decisions to meet the project schedule; prepare reports to the Client on the progress of the project and status of schedule and budget; and provide technical oversight of project activities.

Meetings: W&C will attend the following meetings which are included under the scope of this proposal:

- One (1) kickoff meeting and site visit at the beginning of the project with City Staff and Operations personnel to confirm W&C's understanding of the City's goals for the project and to review the written scope of work, project deliverables, project schedule, and project budget;
- One (1) Workshop with the City to discuss CMAR delivery, RFQ and selection approach;
- One (1) design review meeting to review the CMAR technical package and RFQ with City Staff and Operations personnel; and
- One (1) pre-proposal meeting as part of the CMAR RFQ process.

PHASE 003 – Preliminary Design 0-30%

Phase 003 will consist of preliminary design development which will include the preparation of progressing to a Design Basis Report, with input from the CMAR. Design charette meetings will be held with the City and CMAR to identify key decisions for each process of the WWTF design. Discussions may include building approach, materials of construction, equipment selection and sizing, and building and piping layouts. The decisions formed from these charette meetings will form the basis for design, which will be summarized in a 30% Design Basis Report.

3.1 Process and Mechanical Design: W&C will prepare the basic process and mechanical design calculations and drawings for the project improvements including mechanical layouts. The proposed location of the elevated storage tank will be documented and a general arrangement site layout drawing prepared. Preliminary design criteria and general arrangement drawings for the new chemical building will also be developed. Upgrade requirements for the RO skids will be defined and basic drawings prepared. Demolition drawings and general arrangement drawings for replacement of the transfer and high service pumps will be prepared. Piping & Instrumentation Diagrams (P&ID) will be prepared for the RO skid upgrades, chemical building equipment, and drinking water pumps.

3.2 Electrical, Instrumentation, and Controls Design: W&C will prepare single line electrical diagrams for the elevated storage tank, chemical building, and the genset equipment to provide backup power for the raw water well pumps. Instrumentation and Controls (I&C) design for the project improvements will be detailed on the P&ID drawings and defined using instrument specification sheets. Selection and specification of instruments will be coordinated with City and WTF Operations Staff. The existing electrical and controls system, cyber-security system, camera system, and SCADA system will be reviewed and recommended upgrades will be identified and reviewed with the City and MWTF Operations Staff.

3.3 Civil and Structural Design: W&C will prepare a grading and utilities plan for the elevated storage tank site utilizing the base plan prepared from the ground survey. W&C will prepare general layout drawings for the chemical building. The single-line routing of proposed new and replacement pipelines will be established for the transmission and pipe looping mains and new distribution piping. Structural design will be based on the conditions identified in the geotechnical exploration work. Issues regarding additional easements and land acquisitions will be identified and brought to the City's attention for resolution.

3.4 Design Basis Report: A Design Basis Report (DBR) will be prepared to document and describe the design development of the system improvement Projects. The DBR will be organized to comply with the requirements of Florida Administrative Code and submitted to FDEP as part of the permitting process. This report will be submitted to the City for review and comment.

3.5 CMAR: W&C will coordinate design charette meetings to review the design basis of each process with the CMAR and City. Four (4) four-hour design charette meetings have been budgeted. W&C will also coordinate regular design review meetings with the CMAR. Meetings are anticipated to occur on a bi-weekly basis, but frequency can be adjusted as needed and agreed to by all parties. Six (6) 1-hour meetings have been budgeted for this phase.

3.6 Quality Assurance (QA)/Quality Control (QC): W&C will conduct regular internal technical reviews of all calculations, drawings, and reports prior to submitting the information to the City. Finalized 100% Design drawings and specifications will be stamped and signed by certified Florida professionals.

3.7 Project Management: This task occurs concurrently with all the steps outlined above and consists of all those tasks necessary to inform the City of the project's needs; monitor and control the design process; coordinate information and meetings; coordinate with

subcontractors and in-house design staff; reach timely decisions to meet the project schedule; prepare reports to the Client on the progress of the project and status of schedule and budget; and provide technical oversight of project activities.

Meetings: W&C will attend and facilitate the following meetings:

- One (1) kickoff meeting at the beginning of the project with City Staff and MWTF Operations personnel to confirm W&C's understanding of the City's goals for the project and to review the written scope of work, project deliverables, project schedule, and project budget;
- One (1) design review meeting to review the 30% Design drawings and the CMAR RFQ with City Staff and MWTF Operations personnel; and
- One (1) pre-bid meeting as part of the CMAR RFQ process.

PHASE 004 – Intermediate Design 30-60%

Phase 004 will consist of intermediate design development which includes the preparation of a 60% set of design plans and a Table of Contents (TOC) for the construction specifications. The Intermediate Design phase will include regular online design review meetings with the CMAR to obtain contractor input to the project design.

4.1 Process and Mechanical Design: W&C will prepare the full details for the process and mechanical design, a list of specifications, and detailed drawings for the new equipment, pumps, piping, valving, instrumentation, and chemical feed systems. Drawings will consist of mechanical layouts and details. The P&ID drawings will be updated with additional details as appropriate.

4.2 Electrical, Instrumentation, and Controls Design: W&C will prepare a list of specifications and draft the detailed electrical design drawings including drawings for control panels, cable pull and termination, wiring diagrams, cable duct and conduit routing, HVAC, interior & exterior lighting, and emergency power.

Project improvements will be designed with a high level of automation, allowing the facility to be able to run unmanned remotely in AUTO or to be operated locally in HAND or MANUAL mode if communication systems are compromised. I&C design is anticipated to include network architecture revisions, development of controls narratives (for changes to PLC, HMI, & SCADA), control panel design, and remote communication design.

HVAC: W&C will prepare HVAC sizing calculations, a list of specifications, and drawings for the HVAC system in the chemical building. HVAC design is anticipated to consist predominantly of air handling equipment and ductwork.

4.3 Civil, Structural, and Architectural Design: The general layout drawings for the chemical building will be refined and additional details added. Two-line pipe routing drawings for proposed new and replacement pipelines for the transmission and pipe looping mains and new distribution piping will be prepared showing plan and cross sectional elevation views. Piping standard details will also be added to drawings. Engineer will assist the Client in identifying

required easements or rights-of-way within FDOT jurisdiction for installation of new transmission or distribution mains.

W&C will prepare site design drawings. Design elements to be shown on the drawings for the elevated storage tank are expected to consist of site clearing and preparation, site grading, site layout, site utilities, stormwater management, fencing, driveway, and walkways. The addition of impervious area is expected to be limited; however, any permitting associated with additional impervious area will be addressed in Task 4.9 below.

Structural design, list of specifications, and drawings related to structural elements of the new facility will be prepared. Structural elements are anticipated to consist of foundation and footings, pipe supports and thrust restraints, chemical containment areas, containment area coatings, building trusses, building walls, and roofing. Detailed architectural design and drawings related to the aesthetics and architectural aspects of the improvements will be prepared. Architectural elements are anticipated to consist of the chemical building exterior and the elevated storage tank fencing and exterior tankage.

Plumbing design: Drawings and a list of specifications will be prepared for the chemical building. Plumbing details will include a potable water supply system, eye wash stations, and floor drains. This task will include the design of any plumbing necessary to ensure the chemical building meets local, state, and federal plumbing codes.

Fire Protection Design: If required by state and local codes, W&C will prepare a fire protection design for the enclosed chemical building. It is anticipated that a sprinkler system will need to be designed for the chemical storage areas. A certified fire protection expert will prepare the design.

4.4 Design Basis Report: The Design Basis Report (DBR) will be updated as the design work progresses to document the design development of the system improvement projects as required by FAC. The finalized DBR will be submitted to FDEP as part of the permitting process.

4.5 CMAR: W&C will coordinate regular design review meetings with the contractor. Meetings are anticipated to occur on a biweekly basis, but frequency can be adjusted as needed and agreed to by all parties.

4.6 Quality Assurance (QA)/Quality Control (QC): W&C will conduct regular internal technical reviews of calculations, drawings, and reports prior to submitting the information to the City. Finalized 100% Design drawings and specifications will be stamped and signed by certified Florida professionals.

4.7 Project Management: This task occurs concurrently with all the steps outlined above and consists of all those tasks necessary to inform the City of the project's needs; monitor and control the design process; coordinate information and meetings; coordinate with subcontractors and in-house design staff; reach timely decisions to meet the project schedule; prepare reports to the Client on the progress of the project and status of schedule and budget; and provide technical oversight of project activities.

Meetings: W&C will attend the follow meetings which are included under the scope of this proposal:

- One (1) design review meeting to review the 60% Design drawings with City Staff, CMAR, and MWTF Operations personnel; and
- Regularly scheduled online design review meetings with CMAR as described above.

4.8 Specifications: W&C will provide a Table of Contents listing the Construction Specifications that will be prepared by W&C to define the work, equipment, and materials to be performed and provided by the contractor.

4.9 Permitting: W&C will begin preparing and submitting permit applications required by state and federal requirements. Permits under the scope of work to be prepared by W&C include the following:

- FDEP Application for a Specific Permit to Construct PWS Components which includes submittal of the Design Basis Report,
- South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) for the new elevated storage tank (if required),
- Florida Department of Transportation (FDOT) Utility Permit to perform work within rights-of-way along roadways where proposed transmission and distribution main work will occur.
- Modify the City's Consumptive Use Permit (CUP) with SFWMD to change the City's water allocation so that it is consistent with the proposed drinking water upgrades and forecasted usage.

All permitting fees will be paid for directly by the City.

PHASE 005– Final Design 60-100%

Phase 005 will consist of final design development which includes the preparation of a 90% complete set of design plans and a full draft set of the construction specifications. The 90% design plans, specifications, and updated DBR will be reviewed with the City, the MWTF Operations Team, and CMAR.

Drawings, specifications, and the DBR will then be updated with any comments from the 90% design review. The drawings, specifications and DBR will go through one last QA/QC technical and content review by W&C Engineering Staff and a final set of 100% design construction documents will be prepared. All construction documents will be stamped and signed by registered Florida Professional Engineers. Construction documents will then be submitted to FDEP for review and approval for compliance with funding requirements.

5.1 Process and Mechanical Design: W&C will finalize the full details for the process and mechanical design, prepare a set of specifications, and finalize detailed drawings for the new equipment, pumps, piping, valving, tanks, and chemical feed systems. W&C will prepare

protocols for the replacement of the RO membranes and identification and replacement of failed distribution piping isolation valves.

5.2 Electrical, Instrumentation, and Controls Design: W&C will prepare the E&IC specifications and finalize the detailed design drawings including drawings for control panels, cable pull and termination, wiring diagrams, cable duct and conduit routing, HVAC, interior & exterior lighting, security cameras, and emergency power equipment. I&C design will be revised to finalize network architecture changes, controls narrative changes, control panel design, and remote communication design.

HVAC: W&C will finalize HVAC design, prepare specifications, and finalize drawings for the HVAC in the chemical building.

5.3 Civil, Structural, and Architectural Design: The general layout drawings for the chemical building will be finalized as will the drawings for the new and replacement pipelines for the transmission and pipe looping mains and new distribution piping. Piping standard details will be finalized. Detailed architectural design, specifications, and drawings related to the aesthetics and architectural aspects of the improvements will be finalized. Plumbing and Fire Protection design, corresponding specifications, and drawings will be finalized for the chemical building.

5.4 Design Basis Report: The scope includes one round of responses by W&C to address a Request for Additional Information (RAI) letter from FDEP pertaining to questions or comments about the DBR.

5.5 CMAR: W&C will coordinate regular design review meetings with the contractor. Meetings are anticipated to occur on a biweekly basis, but frequency can be adjusted as needed and agreed to by all parties.

5.6 Quality Assurance (QA)/Quality Control (QC): W&C will conduct regular internal technical reviews of all calculations, drawings, and reports prior to submitting the information to the City. Finalized 100% Design drawings and specifications will be stamped and signed by certified Florida professionals.

5.7 Project Management: This task occurs concurrently with all the steps outlined above and consists of all those tasks necessary to inform the City of the project's needs; monitor and control the design process; coordinate information and meetings; coordinate with subcontractors and in-house design staff; reach timely decisions to meet the project schedule; prepare reports to the Client on the progress of the project and status of schedule and budget; and provide technical oversight of project activities.

Meetings: W&C will attend the follow meetings which are included under the scope of this proposal:

- One (1) design review meeting to review the 90% Design drawings and specifications with City Staff, CMAR, and MWTF Operations personnel; and
- Regularly scheduled online design review meetings with CMAR as described above.

5.8 Specifications: W&C will provide a complete set of Specifications that will be prepared to define the work, equipment, and materials to be performed and provided by the contractor. This project will utilize Engineer's standard bidding and contractual (front-end) specifications based on the integrated Engineers Joint Contract Documents Committee (EJCDC) construction series documents, Florida bidding laws and regulations, and FDEP SAHFI funding requirements. General requirements and technical specifications will be Engineer master guide specifications based on Construction Specifications Institute standards (including MasterFormat) which are coordinated with the EJCDC bidding/contractual documents.

5.9 Permitting: W&C will complete applying for and receipt of permits required by state and federal requirements as identified under 4.9 above.

SCHEDULE

The scope of work will be completed by W&C as indicated in the timeline noted below commencing from Authorization To Proceed (ATP) issued by the City.

PHASE	DESCRIPTION	ESTIMATED SCHEDULE TO COMPLETE
001	Preliminary Investigations	4 months from ATP
002	Construction Management Selection	3 months from ATP
003	Preliminary Design 0-30%	4 months from completion of Phase 001
004	Intermediate Design 30-60% for GMP Development	4 months from completion of Phase 003
005	Final Design 60-100%	4 months from completion of Phase 004

ASSUMPTIONS AND UNDERSTANDINGS

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

1. The scope of this project is limited to the City of LaBelle water distribution system, potable water supply wells, and MWTF identified in the Drinking Water Facilities Plan.
2. No additional survey, geotechnical, hydrogeological, or utility location is needed for the project design and permitting, beyond what is included in the Scope herein.

3. Extensive alternative evaluations and process equipment selection were conducted as part of the DW Facilities Plan. Therefore, additional alternatives analysis will not be conducted as part of the design and is excluded from the scope of this project.

4. The scope herein is based on a Construction Manager At Risk (CMAR) approach. Engineering services associated with pre-procurement, evaluated bids and pre-selection of process equipment, instruments and related appurtenances are not included as part of this scope. If pre-procurement becomes advantageous and allowable by the funding agencies, this may be added for an additional fee.

5. A staffing analysis, a criticality analysis, or recommendations for staffing levels are not included.

6. Fees or engineering associated with land purchase, parcel sketches and legal descriptions, and easements (if applicable) are not included.

7. The scope does not include engineering services during construction or resident engineering services. A proposal for this work will be provided to the City under a separate Task Order prior to the construction phase of the project.

8. A site hazardous materials survey is not included.

9. W&C is not conducting a field condition assessment or camera recording of the existing distribution system or water mains.

10. The City will provide access to all existing infrastructure being upgraded during this design effort.

11. The City will provide the most recent available record plans and distribution system maps (as available).

12. All permitting fees shall be paid by the City.

13. Permitting for county and local permits required for construction will be applied for and obtained by the contractor.

14. The design will be in accordance with City of LaBelle Design Standards, when available.

15. Consumptive Use Permit modifications are not included.

16. This project does not include addressing FDEP findings during the City's November 2022 sanitary survey except for repair/replacement of water main isolation valves.

17. Improvements to the lime storage and feed system are not included.

18. Improvements to the raw water sand removal devices, cartridge filters, and degasifier are not included.

19. Attendance, participation, and presentations at public hearings or city council meetings are excluded from this scope of work.

DELIVERABLES

The deliverables for this project consist of the following which will all be electronic documents unless otherwise noted:

1. Electronic WaterCAD files for the Hydraulic Model and a report of the Hydraulic Model analysis.
2. Surge analysis report.
3. Permitting applications and issued permits.
4. All Preliminary Investigative Work reports and drawings including Environmental Assessments, Subsurface Utility Engineering and Location, Surveys, and Geotechnical Studies.
5. Draft and Final Design Basis Report, which includes an Engineer's Estimate of Probable Construction Cost (EEOPCC)
6. 30% Progress Drawings and Preliminary Cost Estimate
7. CMAR RFQ, RFQ Addendums, and RFQ Evaluation Tabulation
8. 60% Progress Drawings for GMP Development
9. 90% Progress Drawings and Specifications
10. Final 100% Design Construction Drawings and Specifications

BUDGET

Compensation for the Engineering Services described herein will be based upon the following budget that is not to be exceeded without prior written authorization from the City:

Description of Work	Budget
Phase 001 – Preliminary Investigations	$225,000
Phase 002 – Construction Management Selection	$200,000
Phase 003 – Preliminary Design 0-30%	$500,000
Phase 004 – Intermediate Design 30-60%	$300,000
Phase 005 – Final Design 60-100%	$296,000
Total Fee	**$1,521,000**

All phases are lump sum and will be invoiced monthly on a percent complete basis.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the Master Professional Services Agreement for professional and/or engineering services (Agreement), dated October 10, 2024, between the City and Woodard & Curran, Inc.

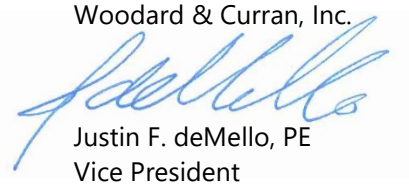
CLOSING

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

Please feel free to contact me at 863-354-4416 or jdemello@woodardcurran.com if you have any questions regarding this proposal or require any further information.

Sincerely,

Woodard & Curran, Inc.



Justin F. deMello, PE
Vice President

CC: Shawn Brown and Frank Miller

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

AUTHORIZATION BY:

WOODARD & CURRAN, INC.	CITY OF LABELLE, FL
12/2/2024	
Signature Date	Signature Date
Justin deMello, PE	Julie Wilkins
Name (printed)	Name (printed)
Vice President	Mayor
Title	Title

DRINKING WATER FACILITIES PLAN

1511 N. Westshore Blvd., Suite 420
Tampa, FL 33607
800.426.4262

woodardcurran.com

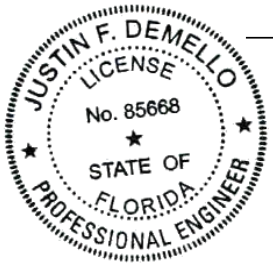
0234532.14
City of LaBelle, FL
December 2024

CERTIFICATION BY ENGINEER

The information contained in this report is true and correct to the best of my knowledge, the report was prepared in accordance with generally accepted engineering principles, and I and my designees have discussed the recommendations, costs, and funding approach with the City of LaBelle (City) or the City's delegated representative(s). This Drinking Water Facilities Plan was prepared to meet the requirements of the Florida Drinking Water State Revolving Fund (DWSRF) Program under Chapter 62-552, F.A.C. and this certification pertains only to the planning analysis presented in this report. Certification for design and construction of the proposed facilities shall be completed under a separate DWSRF project.

This item has been electronically signed and sealed by Justin F. deMello, PE on December 3, 2024 using a digital signature.

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



12/3/2024
Date

Justin DeMello, P.E.
Florida P.E. License No. 85668
Woodard & Curran, Inc.
1511 N. Westshore Blvd., Suite 420
Tampa, FL 33607
863.354.4416

Justin deMello, P.E.

Justin deMello, P.E.
I agree to the terms defined by the placement of my signature on this document
2024.12.03 13:39:23-05'00'

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LIST OF ACRONYMS

AAD Average annual day
AADD Average annual day demand
° C Degrees Celsius
° F Degrees Fahrenheit
3MRAD Three Month Rolling Average Daily F Flow
AADF Average Annual Daily Flow
ac-ft Acre feet
ADF Average daily flow
BMAP Basin Management Action Plan
CDBG Community Development Block Grant
CFR Code of Federal Regulations
CIP Capital Improvement Program
CM Construction Management
CT Contact Time
CWA Critical Wildlife Area
CWA Clean Water Act
D Day
DEP Department of Environmental Protection
DU Dwelling Unit
DW Drinking Water
DWS Drinking Water Standards
EDU Equivalent Dwelling Unit
EPA Environmental Protection Agency
ERC Equivalent residential connection
EST Estimated
F Fahrenheit
F.S. Florida Statute
FAC/ Florida Administrative Code
FDEP Florida Department of Environmental Protection
FDOT Florida Department of Transportation
FL Florida
FP Facilities Plan
Ft Feet
FWC Florida Fish and Wildlife Conservation Commission
FY Fiscal Year
GAO Government Accountability Office
GPCD Gallons per Capita per Day
GPD Gallons per Day
GPM Gallons per minute
GST Ground Storage Tank
GW Groundwater
HP Horsepower
HUD Department of Housing and Urban Development
ID Identification
IPR Indirect Potable Reuse
K Potassium
kW Kilo watt
kWh Kilo Watt hours
lb. Pound
LCCA Life Cycle Cost Analysis
LF Linear feet
MADD Monthly Average Daily Demand

(ADD) Average Day Demand
(MDD) Max Day Demand
(PHD) Peak Hour Demand
(FFD) Fire Flow Demand
MCC Motor Control Center
MCLs Maximum Contaminant Levels
MDD Maximum Daily Demand
MEPS Mechanical, Electrical, Plumbing, and Structural
MG Million Gallons
mg/L Milligrams per Liter
MGD Million Gallons per Day
MHI Median Household Income
MORs Monthly Operation Reports
MPN Most Probable Number
N Nitrogen
NAVD88 North American Vertical Datum of 1988
NPDES National Pollutant Discharge Elimination System
NPV Net Present Value
O&M Operations and Maintenance
OFW Outstanding Florida Water
OMB Office of Management and Budget
OPC Opinion of Probable Cost
OSTDS Onsite Sewage Treatment & Disposal System
OSWTS Onsite Wastewater Treatment System
P Phosphorous
PBTS Performance Based Treatment Systems
PER Preliminary Engineering Report
pH Hydrogen Ion Concentration
PHF Peak Hour Flow
PDF Peak Day Flow
Plan Alternative Analysis Plan
POC Point of Connection
PVC Polyvinylchloride (pipe)
RAO Rural Area of Opportunity
RD Rural Development
Report Preliminary Engineering Report
RO Reverse Osmosis
RUS Rural Utilities Service
SCADA Supervisory Control and Data Acquisition
SPPW Single Payment Present Worth
SRF State Revolving Fund
SW Surface Water
SWIM Surface Water Improvement Management
TPC Total Permitted Capacity
UFA Upper Floridian Aquifer
USDA United States Department of Agriculture
USDW Underground Source of Drinking Water
USPW Uniform Series Present Worth
UV Ultraviolet Light
WEP Water and Environmental Programs
WK Weeks
WMD Water Management District
WTF Water Treatment Facility
WUP Water Use Permit
Y, Yrs. Years

SUMMARY OF FINDINGS AND RECOMMENDATIONS

Facilities Plan Intent:

This Facilities Plan was prepared for the City of LaBelle in a collaborative effort by City Staff and Woodard & Curran, Inc. (Woodard & Curran) to meet the needs of the City and the requirements of the Florida Drinking Water State Revolving Fund (SRF) program. The City developed this Drinking Water Facilities Plan to evaluate utility needs related to drinking water production, storage, and distribution to include improved resiliency, health and safety, reliability, O&M efficiencies, and a 20 year Census growth. This Facilities Plan is a planning-level document that defines project needs and costs to allow the City to secure grant and low-interest funds for the design and construction of the recommended alternative.

The Facilities Plan is intended to represent the City's drinking water needs over a 20-year planning period. For this Facility Plan, proposed CIP projects will be placed in service by 2026. The plan assumes a planning period through 2046. The planning area includes the City of LaBelle's utility service area and contiguous lands located in Hendry County as shown in Figure 1-1. The recommendations resulting from this study are consistent with both the City's and the County's Local Comprehensive Plans.

In summary, the facilities plan intent is to:

- Describe existing water facilities, available service area characteristics, and environmental conditions.
- Establish design criteria for the planning period of 20 years.
- Identify and evaluate three (3) alternatives for each proposed project to satisfy the 20-year planning year needs.
- Identify a preferred alternative for each project.
- Describe the recommended facilities and associated estimated cost.
- Identify potential adverse environmental impacts and propose mitigating measures.

Findings:

LaBelle's drinking water production, treatment, and distribution systems are described in the most recent *FDEP Sanitary Survey Inspection* (Appendix A). Generally, the City's drinking water is close to or exceeding the equipment design life. The population projection for the 2026-2046 planning period were evaluated based on population projections from the University of Florida Shimberg Center for Affordable Housing, Bureau of Economic and Business Research (BEBR), and the U.S. Census ACS. More specifically, when completing the population projection, the City analyzed its proposed developments with approved and pending Developer Agreements, as well as those with Developer Agreements in progress, along with general population growth projections from historic population trends. The LaBelle drinking water utility service area was evaluated to see how the projected growth would impact drinking water demand and how the City should proceed with infrastructure improvements, to include drinking water storage through the planning period ending in 2046.

Much of the drinking water infrastructure is close to exceeding or has exceeded its design life. Projected growth within the utility service area will result in a greater water demand over the next 20 years. Regulatory requirements for drinking water have increased and are expected to require updated technology related to regulatory compliance.

In summary, much of the critical infrastructure is old. Growth within the water utility is primarily driven by an ongoing septic to sewer initiative and planned development within the utility service area.

Recommendations:

Our life cycle cost analyses (LCCA) of the drinking water infrastructure suggests that it is advantageous for the City to implement the following capital improvements within three years:

1. Water source and treatment, including new backup generators, transfer switches, and surge protectors for both existing supply well pumps, new reverse osmosis cartridges and treatment vessels at the Membrane Water Treatment Facility to increase the plant's capacity to treat water, two new propane-driven pumps at the Treatment Facility, and improvements/expansions to chemical storage building, storage, and pumping elements.

2. New water distribution and storage upgrades, including:

    a. A new water storage tank to provide redundancy for maintenance and to increase total system storage capacity to meet industry standards and F.A.C. 62-555.320 (19)(a)

    b. New transmission and distribution mains along State Route 80 and Helms Road to provide looping to increase reliability and redundancy, to improve water pressure, and water quality.

    c. New water mains in Zone B area to increase the diameter of undersized mains and maintain adequate pressure and fire protection in this area.

    d. A valve replacement program that will identify and replace non-functional mainline gate valves.

3. A commercial meter replacement program to increase reliability of system information and metering data to support financial stability.

The selected alternatives for water system improvement described in this Facility Plan and their associated opinion of probable costs are shown in Table ES-1-1. The total capital cost of the recommended projects is estimated to be $26.8 million in 2024 dollars. Detailed opinions of probable cost for each project are included in Appendix B.

Table ES-1-1: Selected Plan Proposed Costs

Selected Alternatives Opinion of Probable Capital Cost			
	Project 1 – Source & Treatment Upgrades	**Project 2 – Distribution and Storage Upgrades**	**Project 3 – Large Commercial Service and Production Meter Upgrades**
Construction Base Cost (2024)	$2,794,000	$17,473,000	$185,000
Construction Contingency 10%	$279,000	$1,747,000	$19,000
Engineering, Permitting and Design 10%	$279,000	$1,747,000	$19,000
Engineering Services During Construction 8%	$224,000	$1,398,000	$0
Fiscal, Legal and Administration 3%	$84,000	$524,000	$6,000
Land Acquisition	$0	$100,000	$0
Construction Escalation to mid-point of construction (end of 2026 7%)	$530,000	$3,217,000	$33,000
Total Opinion of Capital Costs	**$4,190,000**	**$26,206,000**	**$262,000**

The FDEP SRF program is intended to be the financing source for the project. A Drinking Water SRF Business Plan (Business Plan) has been prepared to explain the financial impact on the users of the drinking water system. The Business Plan is shown in Appendix D and demonstrates rate sufficiency for this CIP. This determination based on the latest rate study and current rate structure.

In summary, recommended capital improvements will support system reliability, redundancy, water quality, water pressure, source water protection, proactive operations, and maintenance activities, and address potential regulatory requirements.

1. INTRODUCTION

This document is provided to meet the planning requirements for the Drinking Water State Revolving Fund (DWSRF) program for the purpose of obtaining funding for new water infrastructure within the City of LaBelle, Florida (City). This report presents estimated costs for three alternatives for each of three projects, as required by FDEP DWSRF. These projects are proposed to be in service over a 20-year planning period.

1.1 Background

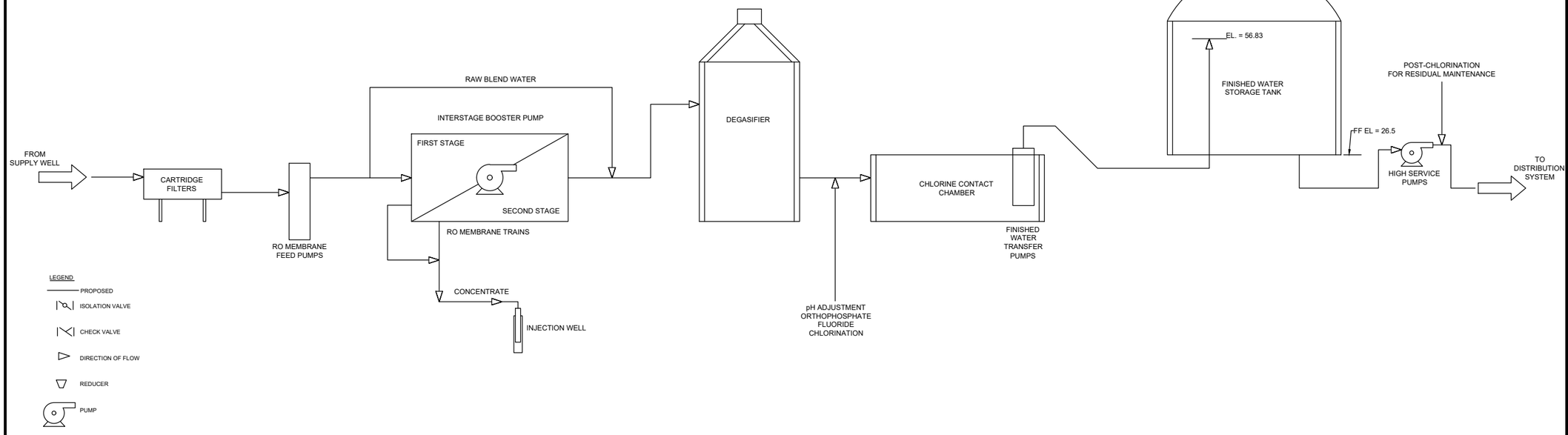
The City of LaBelle is located in Hendry County, Florida. The City extracts groundwater from the Upper Floridan Aquifer (UFA) and treats the water with reverse osmosis, pH adjustment, degasification, and disinfection with chlorine prior to distribution. The City has a single potable water treatment facility which includes on-site finished water storage and high service pumps. The City has one distribution pressure zone. The City's distribution system is classified as a community water system with EPA Public Water System ID FL5260050. The City's water system serves 1,910 residential and 469 commercial users, for a total of 2,379 service connections (October 2021 meter counts).

The City has two existing wells, Well 2 and Well 3, that feed the Membrane Water Treatment Facility. Each well is equipped with an 8" submersible pump with a design flow rate of 1,500 gpm (2.16 MGD). Well production data indicate peak average daily withdrawal rates of 830 gpm (1.20 MGD) and 790 gpm (1.14 MGD) for Well 2 and Well 3, respectively. The maximum instantaneous flow rate of each well is approximately 1,500 gpm (2.16 MGD).

The Membrane Water Treatment Facility's process consists of cartridge filtration, reverse osmosis demineralization, degasification, and disinfection with chlorine. Treated water is blended with filtered raw water prior to degasification. Orthophosphate and hydrofluorosicilic acid are also added to finish water prior to distribution for corrosion control and fluoride addition, respectively. See Figure 1-1 for a process flow diagram of the existing water system.

In 2022, the City's average and maximum daily treatment plant outputs were 0.65 MGD and 0.84 MGD, respectively.

PLOT SCALE: 10::



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DRAFT

CLIENT INFO:

CITY OF LABELLE
481 WEST HICKPOCHEE AVENUE

LABELLE DRINKING WATER FACILITY PLAN

JOB NO:	0234532.02
DATE:	MARCH 2023
SCALE:	N/A
DESIGNED BY:	E. BARKOVIC
DRAWN BY:	E. BARKOVIC
CHECKED BY:	M. ELSNER
FILENAME:	FIGURE 1-1 - WATER SYST*.dwg

DRAWING TITLE:

EXISTING WATER SYSTEM PROCESS FLOW DIAGRAM

DRAWING NO:

FIG. 1-1

\\woodardcurran.net\shared\projects\0234532.02 labelle dw fac plan asst mgnt plan\wip\drawings\process\figure 1-1 - water system process flow diagram

1.2 Need For Projects

1.2.1 Project 1 – Source and Treatment Upgrades

1.2.1.1 New Backup Generation Equipment at Production Well

The City's two existing wells withdraw water from the Upper Floridian Aquifer. At least one well must remain working to meet daily demands and fill the City's finished water storage tank.

The City currently lacks reliable backup power at its supply wells to maintain operation during power grid outages or other electrical grid failures. The City also needs a portable generator to supply power to the supply wells during emergencies in the event one of the stationary generators is damaged due to a lightning strike or power surge, which has historically been an issue for the City.

1.2.1.2 Membrane Water Treatment Facility Upgrades

There are two existing reverse osmosis (RO) skids installed at the Membrane Water Treatment Facility. Each of the existing membrane skids has a capacity of 0.75 MGD. A single RO skid is not able to treat the maximum daily flow when the other RO skids is out of service, which happens regularly for maintenance. The skids can be upgraded to include additional membrane units to increase the total skid capacity however a third skid should also be considered to provide adequate redundancy. The existing treatment cartridges also have membranes nearing the end of their expected service life. The City lacks sufficient redundancy in its reverse osmosis treatment to maintain operations during maintenance activities and during equipment failures.

Additionally, the City has experienced broader electrical equipment and variable-frequency drive failures during lightning strikes at the facility. These strikes have interrupted variable-frequency drive operation in electrically-driven pumps at the plant and supply wells and rendered all electrical pumping equipment temporarily unusable. The City would like to have a completely non-electric pumping capacity in place at the plant so that it can continue to transfer water between its chlorine contact chamber (clearwell) and finished water storage tank, and to pump from its finished water storage tank into its system, during lighting strike outages. The high service pumps, clearwell pumps, and concentrate deep well injection pumps should be rehabilitated or replaced as they are all at the end of their useful life.

Many of the chemical storage tanks at the Membrane Water Treatment Facility are nearing the end of their design lives and may be at risk of failure. Additionally, the chemical metering pumps for each of the treatment chemicals were sized for the existing RO skid capacity and will not be suitable to provide the required chemical metering flow for the increased flow rate through the RO skids. Chemical metering, storage and building upgrades are recommended.

Sodium hypochlorite at the plant is stored in a building, but other treatment chemicals are housed in an outdoor canopy area. The City has experienced weather-related damage to the storage and pumping infrastructure under the canopy and would like to avoid future issues by fully enclosing the chemical storage and metering infrastructure in a building. Additionally, each chemical storage area under the canopy shares a common floor drain where chemicals might mix in the event of a spill of multiple chemicals. The drain ultimately discharges to a septic leaching field rather than separate detention basins. This poses a safety

and environmental risk and the drainage for each chemical should be isolated and routed to a code-compliant detention area rather than a leaching field.

1.2.2 Project 2 – Distribution and Storage Upgrades

1.2.2.1 Helms Road Storage Tank

The City has identified a need for additional water storage to aid in the City's water distribution operation. The City operates only one storage tank, which currently controls all logic for water pumped based on water elevation in that tank. This logic is interrupted during tank maintenance, requiring staff to operate the system in hand mode 24/7 during maintenance activities.

An additional storage tank is required for storage of the water produced by the proposed well as part of Project 1.

Additionally, F.A.C. 62-555.320 (19)(a) requires the total useful finished-water storage capacity connected to a water system to be (at minimum) 25 percent of the water system's maximum-day water demand in addition to any design fire-flow demand. Based on the City's 2022 Membrane Water Treatment Facility production data, the current annual average day demand (AADD) has been approximately 0.65 MGD and the maximum day demand (MDD) has been approximately 0.80 MGD. Using the current population of 5,041, it is estimated that the average daily usage is approximately 129 gallons per capita per day. At a projected 2046 population of 6,206, the average day demand is estimated to be 0.80 MGD using the 129 gallons per capita per day (GPCD) average water usage from previous treatment plant production data. Assuming maximum day demand grows at the same rate, the estimated 2046 MDD is expected to be 0.98 MGD.

The fire flow demand is based on providing a flow rate of 2,000 gallons per minute for two hours. To maintain storage for 25% of the maximum day demand plus fire flow, the City must have a total storage volume of approximately 485,000 gallons as shown in the equation below:

$$Minimum\ Storage\ Capacity = 25\%\ of\ Max\ Day\ Demand + Fire\ Flow\ Demand$$

$$Minimum\ Storage\ Capacity = 980{,}000\ Gal\ x\ 25\% + \left(2{,}000\ GPM \times \frac{60\ min}{hr}\right) x\ 2\ hrs$$

$$Minimum\ Storage\ Capacity = 485{,}000\ gallons$$

The City would like to maintain adequate storage capacity during an outage of this tank during maintenance. Currently, the City has no back up water storage tank. Without the tank online, the City cannot provide adequate water volume and pressure to customers. For redundancy and resiliency purposes, the proposed tank will therefore be 1,000,000 gallons.

1.2.2.2 State Route 80 & Helms Road Water Main Extension

The western part of the system has many existing dead-ends around East Cowboy Way and Ben Moore Drive. These dead ends cause water age concerns and limit operational reliability in the event of a main break. Additionally, this area lacks required fire flow availability in the Fort Denaud area and has many older and smaller existing pipelines along East Cowboy Way that create pressure issues. New water mains in this area will reduce water age concerns by creating multiple complete pipe loops.

1.2.2.3 Zone B Water Main

The City is developing a project to install a sewage collection system in an area called "Zone B" which is currently on septic systems. This area is approximately enclosed by E Hickpochee Ave in the South, E Fort Thompson Ave in the East, Hickory Street in the West, and the Caloosahatchee Canal in the North. Potable water distribution in this area is comprised of 2" and 4" mains; the City would like to replace these pipes with larger-diameter pipe during the sewer installation to minimize the number of required excavations. The existing 2" and 4" pipes cause a lack of fire flow availability in this area to meet Insurance Services Organization guidelines. These small diameter pipes have maximum velocities that are too high, and they cannot deliver adequate fire flow during fire events within American Water Works Association guidelines.

1.2.2.4 Valve Replacement Program

The City has many malfunctioning gate valves across the distribution system. No system-wide valve exercising program has been performed to identify the full extent of inoperable and leaking valves within the distribution system. The large number of inoperable valves and the lack of specific knowledge of inoperable valve locations presents a maintenance risk to the City. Inoperable valves may prevent the City from mitigating losses during water main breaks and may require the City to shut down water service to larger areas when pressure losses from such main breaks cannot be adequately contained by valve closures. It is estimated that 30% of the system's 464 gate valves are failing, for a total of 140 gate valves.

1.2.3 Project 3 – Large Commercial Service and Production Meter Replacement Program

The City has several large commercial meters which have started to fail and are becoming less accurate. The City loses revenue from major water system customers due to these inaccuracies and would benefit from consistent accurate metering. The City also has many production meters at its treatment plant and well sources that have aged past their typical replacement dates. These meters provide the City with necessary data to manage their system and provide effective and efficient treatment. Inaccurate metering within the system causes direct revenue losses for both drinking water and wastewater enterprise funds. While most of the commercial service meters in the City are 5/8", the largest deficiencies in billed demand come from 58 commercial meters, 1.5" and above. Scope of Study

This Facilities Plan:

- Describes existing water facilities, available service area characteristics, and environmental conditions.
- Establishes design criteria for the planning period of 20 years.
- Identifies and evaluates three (3) alternatives for each proposed project to satisfy the 20-year planning year needs.
- Identifies a preferred alternative for each project.
- Describes the recommended facilities and associated estimated cost.
- Identifies potential adverse environmental impacts and propose mitigating measures.

1.3 Facilities Planning Overview

This facilities plan outlines the water system facilities needed for a 20-year planning period. Strategies were developed within the plan to meet estimated system needs, and the planning basis for subsequent design and construction is provided. Additionally, the existing and projected demographic characteristics, topographic, and institutional features of the planning area and their impact on the water system needs are also examined.

The 20-year planning period for the purpose of this work begins in the year 2026 and extends through the year 2046. Three alternatives were identified for each project and evaluated with a recommendation for the most feasible alternative for meeting the City's needs.

1.4 Sanitary Survey Inspection Findings

During the City's November 28th, 2022 sanitary survey inspection by FDEP, the following possible violations of Florida Administrative Codes were observed in the City's drinking water system:

1. Excessive corrosion around the High Service Pumps.
2. Nylon plug on raw sample tap on Well UFA-2.
3. Well UFA-3 had a leak around casing.
4. 6 wells have been taken out of operation for more than six months (Wells AAE6983, AAH9205, AAH9250, AAH9252, AAH9251, AAC5589). Disinfection of wells and bacteriological surveys and Evaluations of Wells will be required before wells are placed back into service. The wells must be maintained according to current code while still connected to the system until they are abandoned or physically disconnected from the system.
5. Approximately 75% of systems isolation valves are inoperable.
6. Fire flow analysis indicates inadequate flow to meet customer demand.
7. As a result of one of the two Supply Wells (#3) being out of service, 3 months of 100% of permitted capacity from the alternate well (#2) was exceeded. In one of the three months, (August 2021) three days exceeded 136%. TDS issues prevail in supply well #3.

Project 2 described herein will address possible violation 5 above. The remaining six possible violations fall under the scope of operations and maintenance work and are therefore not within the purview of this Facility Plan and are not eligible for DWSRF funding.

The November 28th, 2022 sanitary survey inspection is included as Appendix A.

1.5 Reference Standards and Guidelines

This Report has been organized such that it is compatible with the Facilities Planning guidance document published by the Florida Department of Environmental Protection (FDEP) in 2000 and modified in 2017. Technical requirements in the Florida Administrative Code (FAC) were referenced for the alternatives analysis and recommendations.

2. EXISTING AND FUTURE CONDITIONS

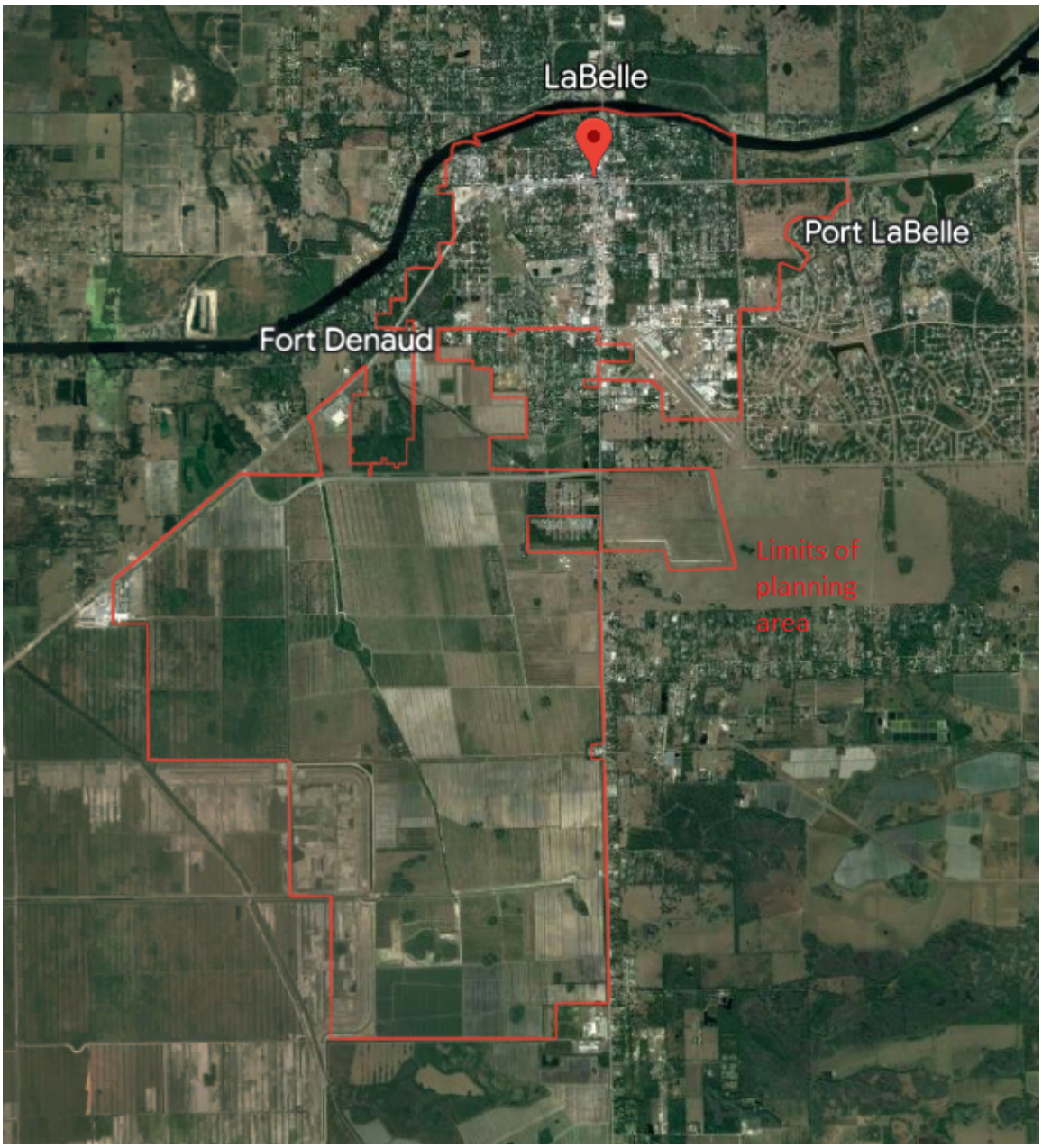
This section describes the existing physical, organizational, environmental, and demographic conditions within the planning area. This information is used to establish the existing conditions, project future development, and assess needs within the planning area related to the future water management requirements. This section describes the existing condition and limitations of the drinking water system. The current water demand is outlined and used in conjunction with demographic projections to estimate the future water demand of the system during the planning period.

2.1 Description of Planning Area

2.1.1 Planning Area

The planning area is located within the City Limits of LaBelle, Florida consisting of approximately 9,270 acres. The City of LaBelle is located in northwestern Hendry County, about 32 miles east of Fort Myers and 92 miles west of West Palm Beach. The City of LaBelle is the county seat of Hendry County and provides urban and commercial amenities for surrounding communities in Hendry and Glades counties. The Caloosahatchee River traverses the northern boundary of the City of LaBelle. The City of LaBelle is within the South Florida Water Management District (SFWMD) and Coastal Heartland National Estuary Program area. Two major state roads, State Road (SR) 80 and State Road 29, divide the City. The planning area is depicted in Figure 2-1 below.

Figure 2-1: Planning Area



Source: Google Earth

2.1.2 Climate

Located in South Florida, the City is within the boundary of Hendry County, Florida. The City's climate is characterized as hot and humid for five months out of the year, from May through October. The City has an average daily high temperature above 87 degrees Fahrenheit during the hot season. The cool season lasts for approximately three months, December through early March. The City has an average low of 52 degrees Fahrenheit during the cool season.

Table 2-1: Summary of Climate Averages

	LaBelle, Florida	United States
Rainfall (in)	40.1	38.1
Snowfall (in)	0.0	27.8
Precipitation (days)	136.3	106.2
Average July High (deg F)	91	85.8
Average Jan. Low (Deg F)	52	21.7
Elevation (feet)	13	2,443

2.1.3 Topography & Drainage

The topography within 2 miles of LaBelle is mostly flat, with a maximum elevation change of 23 feet and an average elevation above sea level of 12 feet. The geographical coordinates of LaBelle are 26.762 deg latitude, -81.438 deg longitude. The area within 2 miles of LaBelle is covered by artificial surfaces (60%), cropland (26%), and herbaceous vegetation (14%).

According to the United States Fish and Wildlife Service National Wetlands Inventory, the planning area consists of Freshwater Emergent Wetlands, Freshwater Forested/Shrub Wetland, Lakes, and Riverine. Average Elevation of the City is 13ft above sea level with only moderate variations in elevation. The drainage of the planning area is comprised of the following:

- 91.2% of soils are characterized as somewhat poorly drained, poorly drained, or very poorly drained.
- 1.2% of soil is well drained.

The following section lists detailed information on specific types of soils and drainage class within the planning area.

2.1.4 Geology, Soils, Physiography

The United States Department of Agriculture Natural Resources Conservation Service Soil Survey denotes that planning area is composed of twenty-nine different types of soils, as provided in Table 2-3. Approximately 50% of the land area is composed of soils that are classified as moderately high, high, and very high capacity to transmit water. 30% of the planning area is classified as moderately low to moderately high capacity to transmit water. The remaining percentage is classified as low to moderately low capacity to transmit water.

The most predominant soil types found in the planning area are characterized as sandy and sandy loamy. The surface to ten inches below, upper horizons, of soils in the planning area are classified as 91.7%

sand/fine sand, 5.7% as fine sand loamy, and .2% muck. See Appendix F for the Custom Soil Resource Report.

Table 2-2: Soil Types within the Planning Area

Soil Type	Drainage Class	% of AOI
1) Cypress Lake sand, 0-2% slopes	Poorly drained	10.3
2)Pineda sand, limestone substratum	Poorly drained	5.4
4)Oldsmar sand, 0-2% slopes	Poorly drained	6.0
6)Wabasso sand, 0-2% slopes	Poorly drained	8.4
7)Immokalee sand, 0-2% slopes	Poorly drained	18.7
8)Malabar sand, 0-2% slopes	Poorly drained	3.9
9)Riviera fine sand, 0-2% slopes	Poorly drained	1.9
10)Pineda-Pineda, wet, fine sand, 0-2%slopes	Poorly drained	0.0
14)Wabasso sand, limestone substratum, 0-2% slopes	Poorly drained	7.3%
15)Myakka sand, 0-2% slopes	Poorly drained	0.4%
17)Basinger sand, 0-2% slopes	Poorly drained	3.8%
18) Pompano sand, 0-2% slopes	Poorly drained	3.2%
19) Gator muck, frequently ponded 0-1% slopes	Very poorly drained	0.8%
20) Okeelanta muck	Very poorly drained	0.1%
21)Holopaw sand, 0-2% slopes	Poorly drained	7.3%
22) Valkaria sand	Poorly drained	1.0%
27)Riviera sand, limestone substratum	Poorly drained	6.3%
28)Cypress Lake sand, frequently ponded, 0-1% slopes	Very poorly drained	0.9%
29)Oldsmar sand, limestone substratum	Poorly drained	3.8%
32)Riviera sand, frequently ponded, 0-1% slopes	Very poorly drained	0.7%
34)Chobee fine sandy loan, limestone substratum, depressional	Very poorly drained	0.5%
37) Tuscawilla fine sand, 0-2% slopes	Very poorly drained	0.5%
39)Udifluvents	Very poorly drained	0.1%
45)Pahokee muck, drained, 0-1% slopes	Very poorly drained	0.1%
47)Udorthents	Well drained	1.2%
49)Aquents, organic substratum	Poorly drained	0.2%
53)Adamsville fine sand, 0-2% slopes	Somewhat poorly drained	1.6%
57)Chobee fine sandy loam, frequently ponded, 0-1% slopes	Very poorly drained	5.2%
62)Pineda sand, depressional	Very poorly drained	0.1%
99)Water	N/A	N/A

2.1.5 Surface and Ground Water Hydrology

The Caloosahatchee River flows through the City of LaBelle City Limits and is identified within the Florida Department of Environmental Protection Caloosahatchee River Basin Management Action Plan (BMAP). The Caloosahatchee River and Estuary Watershed is located in Southwest Florida in Charlotte, Glades, Hendry, and Lee Counties. The river runs from Lake Okeechobee through a series of locks to San Carlos Bay. The freshwater segment of the Caloosahatchee is from Lake Okeechobee to the Franklin Lock (S-79). The marine segment extends from the Franklin Lock to Shell Point, adjacent to San Carlos Bay, with Pine Island Sount to the northwest and Estero Bay to the southeast. The Caloosahatchee River and Estuary Watershed is comprised of 3 subwatersheds and 27 basins.

Because the river and estuary have been exposed to hydrologic, land use, and other anthropogenic modifications, the water quality in the estuary and surrounding tributaries to the Caloosahatchee River has been degraded. FDEP adopted TMDLs for total nitrogen (TN) and total phosphorus (TP) for waterbodies in the watershed.

The source of drinking water for the planning area is the Upper Floridan Aquifer (UFA). The UFA is typically composed of limestone and dolomite and has high flows near the center of the state where the planning area is located.

2.1.6 Water Uses

The UFA is used as the source of drinking water for the City's utility service area. Surface water in the planning area is used for recreational purposes such as boating and fishing.

2.1.7 Source Water Protection

In 2020, an assessment of potential contamination to the source water was completed as part of the Source Water Assessment and Protection Program (SWAPP) with FDEP under the Safe Drinking Water Act (SDWA). The source water protection area is the area encompassed within a five-year groundwater travel time, defined as the area from which water will drain to a well pumping at the average daily permitted rate for a five-year period. In this area all potential sources of contamination were identified and given a susceptibility score and a concern level. Per the 2023 SWAPP, there are 3 unique potential sources of contamination within the protection areas for the potable water wells operated by the City. Table 2-3 provides the list of potential contamination sources. The potential sources of contamination have a low concern level. The 2023 SWAPP results for the City can be found in Appendix G.

Table 2-3: Summary of Potential Source Water Contamination Sources

Facility Type	Facility Class	Status	Name	Susceptibility Score	Concern Level
Petroleum Storage Tank	Local Government	Open	LaBelle City Well #2	2.77	Low
Petroleum Storage Tank	Local Government	Open	LaBelle City Well #3	2.77	Low
Petroleum Storage Tank	Local Government	Open	LaBelle City Well #2	2.77	Low

2.1.8 Wetlands

According to the United States Fish and Wildlife Service National Wetlands Inventory, the planning area consists of Freshwater Emergent Wetlands, Freshwater Forested/Shrub Wetland, Lakes, and Riverine. It is not anticipated that the proposed project will have any negative effect on wetlands because all proposed upgrades will be done outside of any wetland's boundaries or in existing right-of-way. See Figure 2-2 below.

Wetlands

LaBelle, FL

Legend

- LaBelle City Limits
- Freshwater Emergent Wetland
- Freshwater Forested/ Shrub Wetland
- Freshwater Pond
- Riverine

N

0 0.090.17 0.34 0.51 0.68 Miles

Woodard & Curran

Project #: 0234532.03
Map Created: September 2023

Esri Community Maps Contributors, University of South Florida, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Esri, NASA, NGA, USGS, FEMA

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Any reliance upon the map or data contained herein shall be at the users' sole risk. **Data Sources:**

2.1.9 Environmentally Sensitive Land

According to the United States Department of Agriculture Natural Resources Conservation Service, 86.2% of the planning area consists of farmland of unique importance, defined as land other than prime farmland that is used for the production of specific high-value food and fiber crops. It has the special combination of soil quality, growing season, moisture supply, temperature, humidity, air drainage, elevation, and aspect needed for the soil to economically produce sustainable high yields of these crops when properly managed. The water supply is dependable and of adequate quality. The remainder of soils within the planning area is classified as not prime farmland. Table 2-5 below provides a summary of information on the farmland of unique importance within the planning area.

Table 2-4: Farmland of Unique Importance

Soil Type	Percentage	Acreage
1) Cypress Lake sand, 0-2% slopes	10.3%	949.6
2) Pineda sand, limestone substratum	5.4%	501.3
4) Oldsmar sand, 0-2% slopes	6.0%	552.4
6) Wabasso sand, 0-2% slopes	8.4%	777.8
7) Immokalee sand, 0-2% slopes	18.7%	1,724.9
8) Malabar sand, 0-2% slopes	3.9%	355.8
9) Riviera fine sand, 0-2% slopes	1.9%	179.9
10) Pineda-Pineda, wet, fine sand, 0-2%slopes	0.0%	1.9
14) Wabasso sand, limestone substratum, 0-2% slopes	7.3%	673
15) Myakka sand, 0-2% slopes	0.4%	39.9
17) Basinger sand, 0-2% slopes	3.8%	350.5
19) Gator muck, frequently ponded 0-1% slopes	0.8%	70.3
20) Okeelanta muck	0.1%	9.7
21) Holopaw sand, 0-2% slopes	7.3%	670.3
22) Valkaria sand	1.0%	97
27) Riviera sand, limestone substratum	6.3%	581.5
29) Oldsmar sand, limestone substratum	3.8%	352.4
32) Riviera sand, frequently ponded, 0-1% slopes	0.7%	68.7
45) Pahokee muck, drained, 0-1% slopes	0.1%	10.1
TOTAL:	**80.2%**	**7,966.5**

2.1.10 Plant and Animal Communities

The United States Fish and Wildlife Service IPaC list includes (12) different species of birds, reptiles, flowering plants, and insects within the planning area. No critical habitats were found within the planning area. Species are classified as candidate, proposed threatened, threatened, or endangered. Table 2-6 below shows the endangered species located in the planning area and the status of each one. Because the proposed project is to take place in previously disturbed areas, the project is not likely to adversely affect resources protected by the Endangered Species Act of 1973. According to the USFWS Consistency Letter dated July 22, 2024, the City of LaBelle proposed project is unlikely to have any detrimental effects to federally listed species or critical habitat and no effect on the species listed below.

The final critical habitat has been identified for the Florida Bonneted Bat, West Indian Manatee, and the Everglade Black Rail bird. According to USFWS Clearence Letter, the proposed project location does not overlap with these species' critical habitat areas. The final USFWS Consistency Letter and Official Species List can be found in Appendix H.

Table 2-5: Endangered Species List within Planning Area

Category	Species Common Name	Species Scientific Name	Status
Mammals	Florida Bonneted Bat	Eumops floridanus	Endangered
	Florida Panther	Puma (=Felis) concolor coryi	Endangered
	Puma Mountain Lion	Puma (=Felis) concolor	Threatened
	Tricolored Bat	Perimyotis subflavus	Proposed Endangered
	West Indian Manatee	Trichechus manatus	Threatened
Birds	Crested Caracara	Caracara plancus audubonii	Threatened
	Eastern Black Rail	Laterallus jamaicensis ssp. jamaicensis	Threatened
	Everglade Snail Kite	Rostrhamus sociabilis plumbeus	Endangered
	Florida Scrub-jay	Aphelocoma coerulescens	Threatened
Reptiles	American Alligator	Alligator mississippiensis	Threatened
	Eastern Indigo Snake	Drymarchon couperi	Threatened
Insects	Monarch Butterfly	Danaus plexippus	Candidate

2.1.11 Archeological & Historical Sites

According to the National Register of Historic Places Catalog, there is one historical site within the City Limits of LaBelle. The proposed project will not have an impact on known historical or archeological sites.

- Name: Caldwell Home Place
- Reference Number: 03000009
- State: Florida
- County: Hendry
- Address:160 Curry Street
- Area of Significance: Entertainment/ Recreation; Architecture

2.1.12 Floodplains

Flood zones for the planning area are designated in Figure 2-3. Most of the proposed planning area is within a Zone X floodplain with minimal to moderate flood hazard. All flood zones in the planning area are categorized as Zone A, Zone AE, or Zone X. The Federal Emergency Management Agency (FEMA) defines Zone A and Zone AE as areas subject to inundation by the one percent (1%) annual chance flood event, base flood elevations or flood depths have been determined for Zone AE. All proposed improvements will be designed and constructed above the 500-Year Floodplain.

FEMA Floodplain

LaBelle, FL

Legend

- LaBelle City Limits
- Effective
- Political Jurisdictions
- Profile Baselines
- Cross-Sections
- Base Flood Elevations
- Levees
- Coastal Transects
- Transect Baselines

General Structures

- Flood Structure
- Bridge
- Dam, Weir, Jetty
- Other Structures
- River Mile Markers
- Limit of Moderate Wave Action

Flood Hazard Boundaries

- Limit Lines
- SFHA / Flood Zone Boundary
- Flowage Easement Boundary

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee
- Primary Frontal Dunes

N

0 0.13 0.25 0.5 0.75 1 Miles

Woodard & Curran

Project #: 0234532.03
Map Created: September 2023

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions.
Any reliance upon the map or data contained herein shall be at the users' sole risk. **Data Sources:**

Esri Community Maps Contributors, University of South Florida, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

2.1.13 Air Quality

Hendry County Air Quality Index was rated "Good" for most days out of the year. According to Florida Department of Environmental Protection (FDEP), Hendry County is classified as an area of attainment with respect to the National Ambient Air Quality Standards for Ozone.

Emissions from construction vehicles during construction are the only effect on air quality that is anticipated. Construction is anticipated to last twenty-four (24) months. Project activities will be monitored by the FDEP. There are no anticipated long-term environmental consequences in regard to air quality.

2.1.14 Managerial Capacity

As the utility owner, the City of LaBelle has the sole responsibility and authority to build, operate, and maintain the water system.

2.1.15 Operation & Maintenance Program

City of LaBelle staff maintain and operate its water system. As needed repairs or rehabilitation of the proposed treatment equipment, storage equipment, and water mains are performed by local contractors. The City's Membrane Water Treatment Plant is operated continuously with regular operator visits. WTP operational parameters include reverse osmosis filtration rates and finished water discharge pumping target pressures. Well pump operations and tank levels are also monitored and adjusted for optimization as demand trends change.

2.2 Socio-Economic Conditions

2.2.1 Population and Anticipated Growth

The City of LaBelle has population estimates from the U.S. Census Bureau (USCB) and the University of Florida's Bureau of Economic Business Research (BEBR). The population projection in this report for the 2026-2046 planning period is based on both data sets.

- BEBR reports that LaBelle has an average population growth of 0.9% between 2013 and 2022 as shown in Table 2-6.
- U.S. Census Bureau (USCB) reports LaBelle has an average population growth of 0.9% per year, using 2000, 2010 and 2020 data as shown in Table 2-7: U.S. Census Population Growth 2000 Through 20208.

Table 2-6: Bureau of Economic and Business Research City of LaBelle Population Growth

BEBR Data*		
Year	Population Estimate (LaBelle FL)	% Growth
2013	4,669	-
2014	4,708	0.84%
2015	4,792	1.78%
2016	4,807	0.31%
2017	4,951	3.00%
2018	5,025	1.49%
2019	5,108	1.65%
2020	5,151	0.84%
2021	5,019	-2.56%
2022	5,041	0.44%
	Average Population Growth (per year)	0.87%

*Data from Bureau of Economic and Business Research

Table 2-7: U.S. Census Population Growth 2000 Through 2020

U.S. Census Data*		
Year	Population (LaBelle FL)	% Growth/Decade
2000	4,210	-
2010	4,640	10.21%
2020	4,966	7.03%
	Average population Growth (per year)	0.86%

*Data gathered by the U.S. Census Bureau

An average growth rate of 0.9% per year over the next 20 years was used for population projection based on the two sets of population trend data analyzed. According to BEBR, the population in LaBelle in 2022 was 5,041 people. A 0.9% per year growth rate over the next 23 years puts the population of LaBelle at 6,206 people in the year 2046. This amounts to 23% total growth from 2022 to 2046. A 23% growth in system demand as well was assumed to result from the 23% population growth, from 0.65 to 0.80 MGD during the maximum demand day.

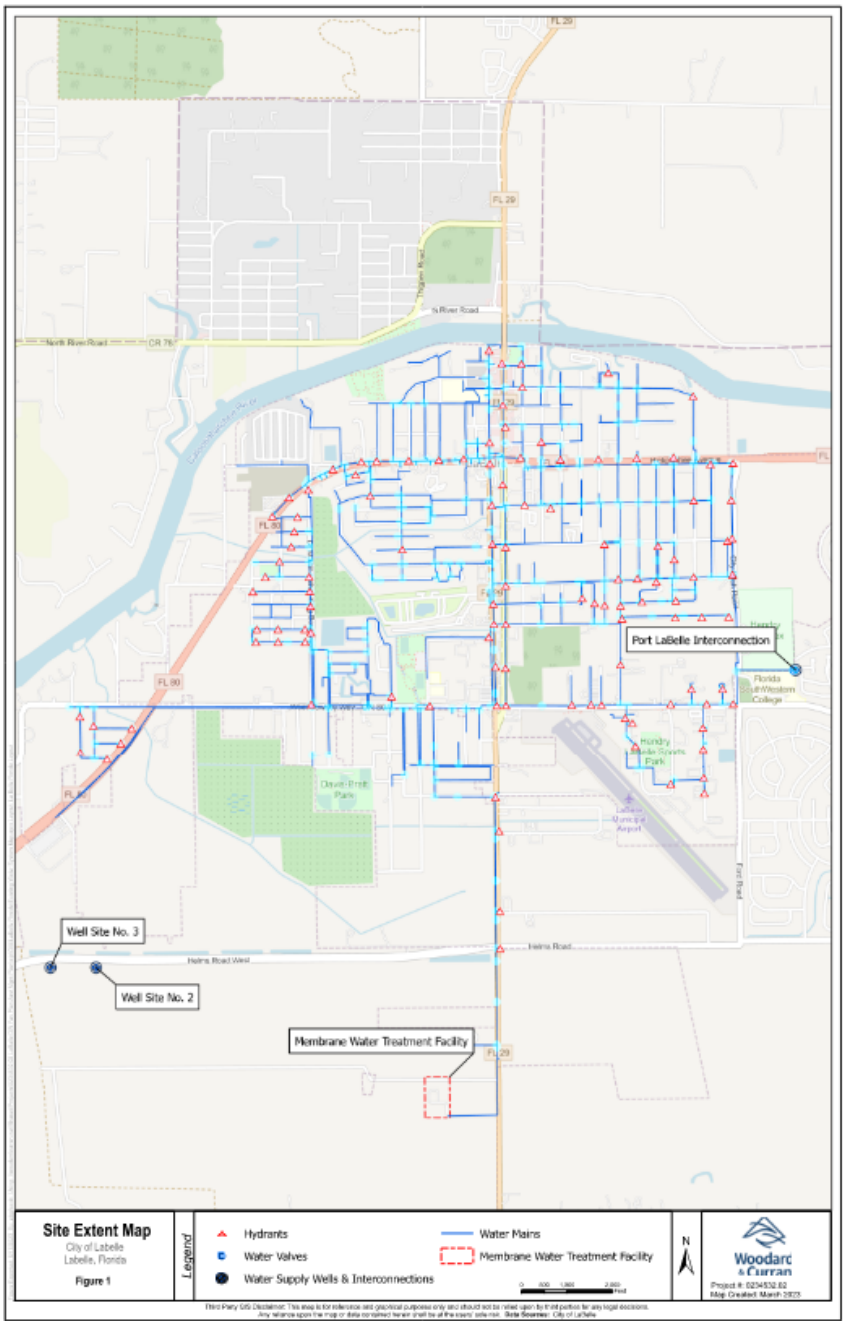
2.2.2 Planned Developments

There is one planned development that has an approved developer's agreement in LaBelle. It is an RV park being developed by SWJR Land Development, LLC. The proposed RV park will be located across several parcels along State Route 80 with an address at 7551 W St Rd 80, Labelle FL 33935. The developer's agreement requires the City to provide 62,339 gallons per day of potable water.

2.3 Description of Existing Water System

The LaBelle potable water system includes one water treatment facility, referred to as the Membrane Water Treatment Facility. The drinking water infrastructure is classified as Category V, Class C plants by FAC 62-699. The Florida Department of Environmental Protection (FDEP) has established the permitted capacity of the treatment plant as 1.5 MGD on an average annual daily basis, but it currently treats less than 1 MGD during maximum day demand conditions. Two wells drilled into the Upper Floridian Aquifer (UFA) supply raw water to the Membrane Water Treatment Facility. This treatment facility disinfects the water and serves the distribution system which consists of a single pressure zone. Figure 2-4 shows an overview map of the existing water distribution system. The public water system has one interconnection to Port LaBelle in the east of the system, used only during emergencies. The service area generally covers the downtown and adjacent residential subdivisions. The system serves the incorporated area of the city and portions of the unincorporated county (outside of city limits).

Figure 2-4: Water Distribution Map



2.3.1 Membrane Water Treatment Facility

The Membrane Water Treatment Facility is located on US 29, just south of Jim Kutzy Road in LaBelle, FL. This treatment facility is fed by two raw water wells (Well No. 2 and 3). The wells each have a design point of 1,500 gpm @ 321 ft TDH. Both wells produce a daily average of 305 gpm, but have outputted a total daily flow up to 800 gpm. However, the wells are capable of producing a continuous 1,500 gpm flow if needed. The wells operate in a lead-backup configuration, with one well typically operating at a time.

Treatment consists of cartridge filtration, reverse osmosis demineralization, degasification, pH adjustment, and disinfection with chlorine. Treated water is blended with filtered raw water prior to degasification. Orthophosphate and hydrofluorosicilic acid are also added for corrosion control and fluoridation, respectively.

2.3.2 SCADA

The City of LaBelle currently has a SCADA system that can operate the Membrane Water Treatment Facility automatically using local instrumentation. This allows the treatment facility to operate continuously when operators are not present. The SCADA system currently reads and records well flow data, treatment facility raw and finished water flow data, and various other pieces of process data (e.g., chlorination parameters, finished water storage levels, booster pump statuses, cartridge filter statuses, and injection well activity).

2.3.3 Water Distribution Piping

LaBelle's water distribution system consists of approximately 49 miles of water mains, ranging from 0.75-inch to 12-inch in diameter. Most of the water mains are 6 to 8-inch in diameter PVC, with some ductile, cast iron, and HDPE pipe. The system has one interconnection with Port LaBelle, but this interconnection is for use during emergencies only. See Table 2-9 for a summary of the distribution system pipes by diameter. Various pipes throughout the system are undersized for the required flow capacity. Many mains are older than their design lifespan and many pipes have dead-ends that can result in increased water age.

Table 2-8: Distribution System Pipe Diameter

Diameter (in)	Length of Pipe (ft)	Length of Pipe (mi)	Percent of System
2	85,900	16.27	32.9%
3	3,800	0.71	1.5%
4	28,800	5.45	11.0%
6	73,200	13.86	28.0%
8	32,700	6.20	12.5%
10	19,100	3.62	7.3%
12	17,700	3.35	6.8%
Total	**261,200**	**49.47**	**100.00%**

2.3.4 Performance of Existing Water System

The existing Membrane Water Treatment Facility has adequately and consistently treated the UFA source water. The City's demand will grow over the 20-year planning horizon such that the existing water storage is insufficient to meet requirements, therefore the various water system modifications described in this report are required.

The City is dependent on the operation of at least one well and two reverse osmosis treatment skids to provide water service to customers on both an average demand and maximum demand day. The City is currently unable to meet its maximum day demand with only one reverse osmosis skid, leaving the City vulnerable to supply shortages when the reverse osmosis systems require maintenance. The City also has only a single finished water storage tank in place and lacks any redundancy in finished water storage.

The City of LaBelle has approximately 2,379 potable water connections serving an estimated 5,950 people as provided in the 2020 BEBR. An annual 0.87% population growth is expected to occur within the existing service area. Based on daily finished water flow totalizations from January 2021 to April 2022, the average monthly total finished water flow rate into the system is 19,846,000 gal with an average day of 661,533 gal. and a maximum day of 841,800 gal.

3. DEVELOPMENT OF ALTERNATIVES

The following groups of projects were evaluated as part of this Facilities Plan:

Source Water and Treatment: The condition and capacity of the existing source water wells were evaluated along with new sources for quality, quantity, and redundancy improvements.

While the existing reverse osmosis treatment units are relatively new, components of the existing equipment are approaching the end of their design life and require replacement. Many treatment components are considered short lived assets (10 to 15 years) and therefore require continual renewal and replacement. The two existing reverse osmosis treatment trains could each be upgraded to treat 1.125 MGD if additional treatment cartridges were provided or a third treatment skid could be added to provide adequate system redundancy.

Additionally, new backup generator infrastructure at the City's well sources would improve the City's ability to consistently supply raw water to the treatment plant. New treatment infrastructure upgrades would allow the City to continue to meet non-RO treatment goals for the increased reverse osmosis treatment capacity at the plant.

Water Storage and Distribution: A 1,000,000-gallon ground storage tank containing finished water is located adjacent to the Membrane Water Treatment Facility. Current storage capacity is approximately 34% of ADF. The City should consider additional redundancy storage as part of the Facilities Plan.

Another area of concern is the four high service pumps, motors, and motor controllers at the ground storage tank; currently all pumps are on an electric service with limited emergency fuel options.

The water distribution system has pipes dating back to the 1940's and many are beyond their useful life. The City's GIS database shows many pipes that are undersized and limit the City's ability to provide adequate pressure and fire protection for customers. Many pipes terminate at dead ends. The City's mains have many inoperable valves.

The City has commercial service meters for high-demand customers that are faulty and may be limited the realized revenue of the water system. The City also has many primary process meters that are faulty and affect the quality of the data the City retains about its water operations.

Project Alternatives Listing: An evaluation of the City's treatment facilities and distribution system was conducted to develop alternatives to address the water system challenges within the 20-year planning period.

The evaluation resulted in the following three projects, with three alternatives for each, as follows:

Project 1 – Source and Treatment Upgrades

i. Alternative 1 – Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Installation of Additional Cartridges on the Existing Reverse Osmosis Skids

ii. Alternative 2 – Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Replacement of the Existing Reverse Osmosis Skids with New, Larger Reverse Osmosis Skids

iii. Alternative 3 – Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Replacement of the Existing Reverse Osmosis Skids with New Ultrafiltration Membrane Skids

Project 2 – Distribution and Storage Upgrades

i. Alternative 1 – Construction of a New Concrete Ground Storage Tank and Pump Station, Construction of the State Route 80 and Zone B Water Mains, and Execution of a Valve Replacement Program

ii. Alternative 2 – Construction of a Pedosphere Elevated Storage Tank, Construction of the State Route 80 and Zone B Water Mains, and Execution of a Valve Replacement Program

iii. Alternative 3 – Construction of a Fluted Column Elevated Storage Tank, Construction of the State Route 80 and Zone B Water Mains, and Execution of a Valve Replacement Program

Project 3 – Large Commercial Service Meter and Production Meter Replacement Program

i. Alternative 1 – Replacement of Commercial Service and Production Meters 1.5" and Above and Replacement of All AMI Endpoints

ii. Alternative 2 – Replacement of Commercial Service and System Production 1.5" and Above and Replacement of All AMI Endpoints at End of Life

iii. Alternative 3 – Maintain Existing Commercial Service and Production Meters 1.5" and Above

Each of the projects and their alternatives are described in further detail in the following subsections. Each project is accompanied by a construction cost estimate and a life cycle cost analysis for each alternative. The cost estimates, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time of the estimate. The final costs of the projects and resulting feasibility depend on actual labor and materials costs, competitive market conditions, actual site conditions, final project scopes, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the final project costs may vary from the estimate presented here. All costs are presented in 2024 dollars.

The life cycle cost analysis is important for comparing the alternatives on an equivalent basis over the project life. Average service lives were established based on values provided in Florida Administrative Code Rule 25-30.140(2)a), assuming a class C, small utility. As of the end of January 2024, the nominal local government discount rate is 3.1%.

See Appendix B for an itemized breakdown of capital and life cycle costs for each selected alternative.

3.1 Project 1 – Source and Treatment Upgrades

3.1.1 Project 1 Alternative 1 – Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Additional Cartridges on Existing Reverse Osmosis Skids

The first alternative to address needed redundancy and minimize ongoing maintenance expenses for the City's treatment process is to add cartridges to the existing reverse osmosis skids. The City has two reverse osmosis skids that are only partially filled with treatment cartridges. Currently, the skids can each treat approximately 0.75 MGD which is below the design flow of the supply wells. This alternative would add additional cartridges to each reverse osmosis skid to bring the capacity of each skid up to a flow sufficient to treat 1.125 MGD when one skid is offline. This alternative also includes replacement of the membranes on the existing cartridges, which are nearing the end of their useful lifespan. Because removing cartridges during construction will limit the facilities ability to treat water, the addition of a third treatment skid may be required during design to ensure the facility can provide uninterrupted water service and provide additional system redundancy.

Additionally, new propane-driven pumps will be added. The first set will transfer water between the treatment plant's chlorine contact chamber and its finished water storage tank. The first set of pumps will have a design point of 1,050 gpm @ 39 ft TDH. The second set of pumps would pump from the finished water storage tank into the system. The second set of pumps will have a design point of 1,850 gpm @ 140 ft TDH. There are available spaces in both the chlorine contact chamber transfer pump area and the finished water high service pump area for these new propane-driven pumps. All existing transfer and high service pumps are electrically driven and will require rehabilitation and/or replacement. The City would like to have propane-driven pumps to maintain service in the event of a variable-frequency drive failure on its electrical pumps caused by the frequent lighting strikes in the area.

This alternative also includes installation of new generators, transfer switches, surge protectors and improved lightning protection system at its two existing well sources to improve water source reliability.

This alternative also includes refurbishment of the existing chemical storage canopy into a full chemical storage building. The existing chemical storage canopy will be retrofitted to be a fully-enclosed masonry-built chemical storage building. The building dimensions will be approximately 55'x22'. The building will be designed such that each chemical has its own secondary containment area and chemicals will no longer drain to a leaching field. HVAC and electrical elements will be added to the building. It includes replacement of the existing end-of-life chemical storage and pumping infrastructure for each of the chemicals use in at the facility. New level sensors will be provided for each tank. Chemical metering pumps and tanks will be upsized compared to the existing pumps and tanks to allow them to treat the larger flow rate, and support longer outages or distribution system impacts.

The proposed chemical storage and pumping elements are tabulated in Table 3-1.

Table 3-1: Chemical Storage and Metering Pump Parameters at Membrane Water Treatment Facility

Chemical	Chemical Storage Tanks	Chemical Metering Pump(s)	Level Sensors
Sodium Hypochlorite	Two 2,000-gallon bulk tanks One 75-gallon day tank	Two 6.0 gph duplex pump skids (4.0 gph existing)	Two ultrasonic
Sulfuric Acid	One 500-gallon bulk tank One 30-gallon day tank	One 1.5 gph duplex pump skid (1.0 gph existing)	One ultrasonic
Orthophosphate	One 275-gallon bulk tank One 10-gallon day tank	One 0.65 gph duplex pump skid (0.42 gph existing)	One ultrasonic
Sodium Hydroxide	One 1,550-gallon bulk tank One 40-gallon day tank	One 3.0 gph duplex pump skid (2.0 gph existing)	One ultrasonic
Hydrofluorosilicic Acid	One 240-gallon bulk tank One 35-gallon day tank	One 0.65 gph duplex pump skid (0.42 gph existing)	One ultrasonic
Antiscalant	One 55-gallon bulk tank One 25-gallon day tank	One 0.65 gph duplex pump skid (0.42 gph existing)	One ultrasonic

3.1.2 Project 1 Alternative 2 – Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Replace Existing Reverse Osmosis Skids with New, Larger Reverse Osmosis Skids

The second alternative to add redundancy to the City's treatment process is to replace the existing reverse osmosis skids with larger skids. This alternative would bring the capacity of each skid up to a flow sufficient to treat all flow from a single well. This will give the City full redundancy in its reverse osmosis operations.

Two propane pumps, new generator equipment at the well sources, and chemical storage and pumping equipment are included in this alternative, like Project 1 Alternative 1.

3.1.3 Project 1 Alternative 3 – Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Replace Existing Reverse Osmosis Skids with New Ultrafiltration Membrane Skids

The third alternative to add redundancy to the City's treatment process is to replace the existing reverse osmosis skids with two new ultrafiltration membrane skids, each with a higher treatment capacity than the existing reverse osmosis skids. Each new ultrafiltration membrane skid would be sized to treat all flow from a single well. This will give the City full redundancy in its treatment operations.

Two propane pumps, new generator equipment at the well sources, and chemical storage and pumping equipment are included in this alternative, like Project 1 Alternative 1.

3.1.4 Project 1 Alternatives Cost Comparison

A capital cost comparison of the three Source and Treatment Upgrade alternatives is presented in **Error! Reference source not found.**.

See Appendix B for an itemized breakdown of capital and life cycle costs for the selected alternative.

Table 3-2: Project 1 Source and Treatment Upgrades Alternatives - Capital & Operations Cost Comparison

Item No.	Cost Item	Alternative 1 – Expand Existing RO Skid & Replace Existing Filters (and Other Upgrades)	Alternative 2 – New Larger RO Skid (and Other Upgrades)	Alternative 3 – Replace RO Skid with New Ultra Filtration Skid (and Other Upgrades)
CAPITAL COST SUMMARY				
1	Capital Base Cost	$2,794,000	$3,809,000	$4,424,000
2	Contingency (10%)	$279,000	$381,000	$442,000
3	Engineering, Permitting, and Design (10%)	$279,000	$381,000	$442,000
4	Engineering Services During Construction (8%)	$224,000	$305,000	$354,000
5	Legal and Administration (3%)	$84,000	$114,000	$133,000
	Total Opinion of Capital Cost	$3,660,000	$4,990,000	$5,795,000
ANNUAL OPERATIONS AND MAINTENANCE COST SUMMARY				
	Operations & Maintenance	$56,000	$76,000	$88,000

3.1.4.1 Life Cycle Cost Analysis

Error! Reference source not found. provide information on the 20-year life cycle cost analysis (LCCA) for the three proposed alternatives for this project. **Error! Reference source not found.** shows that Alternative 1 has the lowest total life cycle cost.

Table 3-3: Project 1 LCCA Summary

Alternative	Initial Capital Cost*	Replacement Cost**	Lifetime O&M Cost**	Salvage Value**	Total 20-Year Life Cycle Cost (2023 Dollars)
Alternative 1 – Expand Existing RO Skid & Replace Existing Filters (and Other Upgrades)	$3,660,000	$843,000	$719,000	$2,000	$5,220,000
Alternative 2 – New Larger RO Skid (and Other Upgrades)	$4,990,000	$1,529,000	$884,000	$2,000	$7,401,000
Alternative 3 – Replace RO Skid with New Ultra Filtration Skid (and Other Upgrades)	$5,795,000	$1,944,000	$984,000	$2,000	$8,721,000

*Includes added 10% contingency, 15% engineering, permitting, design, and 3% legal and administrative expenses.

**Replacement costs for replacements needed during 20-year planning period. Salvage value at the end of the 20-year planning period. Net present value O&M costs over 20-year planning period.

3.2 Project 2 – Distribution and Storage Upgrades

3.2.1 Project 2 Alternative 1 – New Concrete Ground Storage Tank and Pump Station, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program

The first alternative to improve the distribution and storage infrastructure in the system is to provide a new 1,000,000-gallon concrete ground storage tank and pump station. The concrete ground storage tank would be filled by the existing high service pumps at the Membrane Water Treatment Facility. A new high service pump station is proposed to pressurize the water stored in the ground storage tank prior to entering the distribution system. The pump station would have two (2) 100 HP pumps and two (2) 50 HP pumps.

The new concrete ground storage tank would be located on an existing City-owned parcel, whose final location would be determined following modeling analyses during construction. Based on modelling results, the City may need to purchase a property more suitable for storage tank location. The tank site would have several additional miscellaneous work elements, including fencing, gates, yard piping, hydrants, an emergency backup generator, a new electrical service connection, a driveway, and SCADA instrumentation.

This alternative will also include new water mains to improve looping in the City's distribution system and provide connectivity for the proposed pumps. This alternative includes three sections of ductile iron transmission main along State Route 80, in the following quantities and locations:

- 14,000 linear feet of 12" main on Helms Road, from State Route 29 to State Route 80
- 4,700 linear feet of 12" main on State Route 80, from Helms Road West to Ben Moore Drive, connecting to an existing dead-end previously installed between East Cowboy Way and Ben Moore Drive.
- 5,000 linear feet of 12" main on State Route 80, from East Cowboy Way to Miller Avenue.

New water mains will be added in Zone B as part of this alternative to improve fire flow availability by providing new 8" ductile iron water main. The existing Zone B 2" and 4" mains would be abandoned in place or removed, as required. Approximately 15,000 linear feet of new 8" pipe is proposed. Customers' service lines would be replaced with new taps, corporation stops, meter boxes, service lateral pipe, and curb stops.

The City will also address their deficient distribution valves by performing a valve exercising program to catalogue all the City's valves and identify the valves that are failing. The failing valves would then be removed and replaced. It is estimated that 140 valves will be replaced.

3.2.2 Project 2 Alternative 2 – New Pedosphere Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program

The second alternative to improve the distribution and storage infrastructure in the system is to provide a new 1,000,000-gallon pedosphere elevated storage tank. The pedosphere elevated storage tank would be filled by the system pressure provided by the high service pumps at the Membrane Water Treatment Facility.

The new pedosphere elevated storage tank would be located on an existing City-owned parcel, whose final location and height would be determined following modeling analyses during the design phase. Based on modelling results, the City may need to purchase a property more suitable for storage tank location. The tank site would have several additional miscellaneous work elements, including fencing, gates, yard piping, hydrants, altitude valve, an emergency backup generator, a new electrical service connection, a driveway, and SCADA instrumentation.

This alternative will also include the same water mains and valve exercising program as in Project 2 Alternative 1.

3.2.3 Project 2 Alternative 3 – New Fluted Column Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program

The third alternative to improve storage redundancy and maintain adequate storage during a tank outage is to provide a new 1,000,000-gallon fluted column elevated storage tank. The fluted column elevated storage tank would be filled by the system pressure provided by the high service pumps at the Membrane Water Treatment Facility.

The new fluted column elevated storage tank would be located on an existing City-owned parcel, whose final location and height would be determined following modeling analyses during construction. Based on modelling results, the City may need to purchase a property more suitable for storage tank location. The

tank site would have several additional miscellaneous work elements, including fencing, gates, yard piping, hydrants, altitude valve, an emergency backup generator, a new electrical service connection, a driveway, and SCADA instrumentation.

This alternative will also include the same water mains and valve exercising program as in Project 2 Alternative 1.

3.2.4 Project 2 Alternatives Cost Comparison

A capital cost comparison of the three Distribution and Storage alternatives is presented in Table 3-4.

See Appendix B for an itemized breakdown of capital and life cycle costs for the selected alternative.

Table 3-4: Project 2 Distribution and Storage Upgrades Cost Comparison

Item No.	Cost Item	Alternative 1 - New Concrete Ground Storage Tank and Pump Station, Water Mains, and Valve Program	Alternative 2 - New Pedosphere Elevated Storage Tank, Water Mains, and Valve Program	Alternative 3 - New Fluted Column Elevated Storage Tank, Water Mains, and Valve Program
CAPITAL COST SUMMARY				
1	Capital Base Cost	$16,437,000	$17,473,000	$19,388,000
2	Contingency (10%)	$1,644,000	$1,747,000	$1,939,000
3	Engineering, Permitting, and Design (10%)	$1,644,000	$1,747,000	$1,939,000
4	Engineering Services During Construction (8%)	$1,315,000	$1,398,000	$1,551,000
5	Legal and Administration (3%)	$493,000	$524,000	$582,000
	Total Opinion of Capital Cost	$21,553,000	$22,889,000	$25,399,000
ANNUAL OPERATIONS AND MAINTENANCE COST SUMMARY				
	Operations & Maintenance	$329,000	$349,000	$388,000

3.2.4.1 Life Cycle Cost Analysis

Table 3-5 provide information on the 20-year life cycle cost analysis (LCCA) for the three proposed alternatives for this project. Table 3-5 shows that Alternative 2 has the lowest total life cycle cost.

Table 3-5: Project 2 LCCA Summary

Alternative	Initial Capital Cost*	Replacement Cost**	Lifetime O&M Cost**	Salvage Value**	Total 20-Year Life Cycle Cost (2023 Dollars)
Alternative 1 – New Concrete Ground Storage Tank and Pump Station, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program	$21,533,000	$258,000	$9,489,000	$5,531,000	$25,749,000
Alternative 2 – New Pedosphere Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program	$23,836,000	$123,000	$5,928,000	$6,051,000	$23,836,000
Alternative 3 – New Fluted Column Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program	$25,399,000	$31,000	$7,842,000	$7,068,000	$26,204,000

*Includes added 10% contingency, 15% engineering, permitting, design, and 3% legal and administrative expenses.

**Replacement costs for replacements needed during 20-year planning period. Salvage value at the end of the 20-year planning period. Net present value O&M costs over 20-year planning period.

3.3 Project 3 – Large Commercial Service and Production Meter Replacement Program

3.3.1 Project 3 Alternative 1 – Replace Commercial Service Meters, AMI Endpoints, and Production Meters 1.5" and Above

The first alternative to correct the City's deficient commercial service meters is to identify and replace the commercial service and production meters 1.5" and to replace the AMI endpoints at each meter at the same time. Each meter would be upgraded to a newer model, along with any required advanced metering infrastructure (AMI) for remote meter reading. This includes up to 100 commercial service meters with their AMI endpoints and 4 production meters.

3.3.2 Project 3 Alternative 2 – Replace All Commercial Service and Production Meters 1.5" and Above, Replace AMI Endpoints at End of Life

The second alternative to correct the City's deficient commercial service meters is to identify and replace the commercial service and production meters 1.5" and to replace the AMI endpoints at each meter five years later when the endpoints reach the end of their useful life. Each meter would be upgraded to a newer model, along with any required advanced metering infrastructure (AMI) for remote meter reading. This includes up to 100 commercial service meters and AMI endpoints and 4 production meters.

3.3.3 Project 3 Alternative 3 – Maintain Existing Commercial Service and Production Meters 1.5" and Above

The third alternative is to do nothing and maintain the existing commercial service meters. This may cause continued revenue losses from inaccurate meter readings on large customers.

3.3.4 Project 3 Alternatives Cost Comparison

A capital cost comparison of the three alternatives for commercial service and production meter replacement program is presented in Table 3-6.

See Appendix B for an itemized breakdown of capital and life cycle costs for the selected alternative.

Table 3-6: Project 3 Large Commercial Service and Production meter Replacement Program Cost Comparison

Item No.	Cost Item	Alternative 1 - Replace Commercial Service and Production Meters 1.5" and Above, Replace All AMI Endpoints	Alternative 2 - Replace All Commercial Service and Production Meters 1.5" and Above, Replace AMI Endpoints at End of Life	Alternative 3 - Maintain Existing Commercial Service and Production Meters 1.5" and Above
CAPITAL COST SUMMARY				
1	Capital Base Cost	$185,000	$191,000	-
2	Contingency (10%)	$19,000	$19,000	-
3	Engineering, Permitting, and Design (10%)	$19,000	$19,000	-
4	Engineering Services During Construction (0%)	$0	$0	-
5	Legal and Administration (3%)	$6,000	$6,000	-
	Total Opinion of Capital Cost	$229,000	$235,000	-
ANNUAL OPERATIONS AND MAINTENANCE COST SUMMARY				
	Operations & Maintenance	$4,000	$4,000	$34,800

3.3.4.1 Life Cycle Cost Analysis

Table 3-7 provide information on the 20-year life cycle cost analysis (LCCA) for the three proposed alternatives for this project. Table 3-7 shows that Alternative 1 has the lowest total life cycle cost.

Table 3-7: Project 3 LCCA Summary

Alternative	Initial Capital Cost*	Replacement Cost**	Lifetime O&M Cost**	Salvage Value**	Total 20-Year Life Cycle Cost (2023 Dollars)
Alternative 1 - Replace Commercial Service and Production Meters 1.5" and Above, Replace All AMI Endpoints	$229,000	$158,500	$55,500	$0	$443,000
Alternative 2 – Replace All Commercial Service and Production Meters 1.5" and Above, Replace AMI Endpoints at End of Life	$235,000	$162,700	$57,300	$0	$455,000
Alternative 3 – Maintain Existing Commercial Service and Production Meters 1.5" and Above	$0	$0	$513,000	$0	$513,000

*Includes added 10% contingency, 15% engineering, permitting, design, and 3% legal and administrative expenses.

**Replacement costs for replacements needed during 20-year planning period. Salvage value at the end of the 20-year planning period. Net present value O&M costs over 20-year planning period.

Asset Management: FDEP-SRF encourages and rewards any utility that engages in the SRF program, to implement an active asset management plan. FDEP-SRF definition; "Asset management plan" means a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. Subsection 62-552.700(7), F.A.C., provides details on the contents of the plan.

4. SELECTED ALTERNATIVES

This section of the report presents the recommended alternatives for each of the three proposed projects in Section 3. An investigation into environmental impacts and cost estimates of the recommended plans are also included in this section.

4.1 Project 1 Selected Alternative

The recommended alternative for improving system production and treatment capacity is Alternative 1 – Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Additional Cartridges on Existing Reverse Osmosis Skids. Adding cartridges to the existing reverse osmosis treatment skids, providing construction flexibility of adding a new treatment skid and providing improved backup generators at the well sources will improve redundancy and give the City the ability to operate with any one piece of source or treatment equipment out of service for regular maintenance. Improving the chemical storage and pumping at the site will preemptively prevent failures for equipment at end of life, remove safety and environmental risks with the existing containment and drainage in the chemical storage canopy, and provide more resilience to the chemical storage area.

4.1.1 Conceptual-Level Projected Cost for the Recommended Project 1 Alternative

The conceptual-level Opinion of Probable Cost (OPC) for the overall recommended plan is $3.66M in 2024 dollars and is summarized in Table 4-1. Cost details are presented in Appendix B.

Table 4-1: Conceptual Level Cost Estimate Summary Recommended Project 1 Alternative

Item No.	Cost Item	Alternative 1 – Expand Existing RO Skid & Replace Existing Filters (and Other Upgrades)
CAPITAL COST SUMMARY		
1	Capital Base Cost	$2,794,000
2	Contingency (10%)	$279,000
3	Engineering, Permitting, and Design (10%)	$279,000
4	Engineering Services During Construction (8%)	$224,000
5	Legal and Administration (3%)	$84,000
	Total Opinion of Capital Cost	**$3,660,000**
ANNUAL O&M COST SUMMARY		
	Annual O&M Cost	$56,000

4.2 Project 2 Selected Alternative

The recommended alternative for improving system production and treatment capacity is Alternative 2 – New Pedosphere Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program. This alternative has the lowest life cycle cost among the alternatives.

4.2.1 Conceptual-Level Projected Cost for the Recommended Project 2 Alternative

The conceptual-level Opinion of Probable Cost (OPC) for the overall recommended plan is $22.89M in 2024 dollars and is summarized in Table 4-2. Cost details are presented in Appendix B.

Table 4-2: Conceptual Level Cost Estimate Summary Recommended Project 2 Alternative

Item No.	Cost Item	Alternative 2 – New Pedosphere Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program
CAPITAL COST SUMMARY		
1	Capital Base Cost	$17,473,000
2	Contingency (10%)	$1,747,000
3	Engineering, Permitting, and Design (10%)	$1,747,000
4	Engineering Services During Construction (8%)	$1,398,000
5	Legal and Administration (3%)	$524,000
	Total Opinion of Capital Cost	**$22,889,000**
ANNUAL O&M COST SUMMARY		
	Annual O&M Cost	$349,000

4.3 Project 3 Selected Alternative

The recommended alternative for improving service and production meter and improving revenue collection is Alternative 1 – Replace Commercial Service + Production Meters (>1.5"), Replace All AMI Endpoints. This alternative has the lowest life cycle cost among the alternatives.

4.3.1 Conceptual-Level Projected Cost for the Recommended Project 3 Alternative

The conceptual-level Opinion of Probable Cost (OPC) for the overall recommended plan is $229,000 in 2024 dollars and is summarized in Table 4-3. Cost details are presented in Appendix B.

Table 4-3: Conceptual Level Cost Estimate Summary Recommended Project 3 Alternative

Item No.	Cost Item	Alternative 1 - Replace Commercial Service and Production Meters 1.5" and Above, Replace All AMI Endpoints
CAPITAL COST SUMMARY		
1	Capital Base Cost	$185,000
2	Contingency (10%)	$19,000
3	Engineering, Permitting, and Design (10%)	$19,000
4	Engineering Services During Construction (0%)	$0
5	Legal and Administration (3%)	$6,000
	Total Opinion of Capital Cost	**$229,000**
ANNUAL O&M COST SUMMARY		
	Annual O&M Cost	$4,000

5. IMPLEMENTATION AND COMPLIANCE

5.1 Public Meeting

A public meeting was held August 8, 2024, after advertising in the Okeechobee Newspaper. Resolution 2024-14 to approve this Drinking Water Facilities Plan and submit to the FDEP passed at the meeting. A copy of Resolution 2024-15, the legal advertisement affidavit, and certified meeting minutes are provided in Appendix J.

5.2 Regulatory Agency Review

To qualify for a subsidized loan from the SRF, various government agencies must be satisfied with the way that the City of LaBelle is proposing to address their wastewater system challenges. Copies of the Facilities Plan adopted by the City of LaBelle are being sent to the FDEP-SRF for review and comments. The FDEP-SRF staff will distribute this Facilities Plan to Local, State and Federal Agencies via the "State Clearing House Process" for their review and comment.

5.3 Financial Planning

The FDEP-SRF program is expected to be the financing source for the project. A capital financing plan (CFP) is included with this Facilities Plan, which provides the financial impact on the users of the system. The CFP is shown in Appendix D and demonstrates that water and sewer operating expenses; existing debt service obligations; and proposed project debt service associated with the selected plan. The CFP also evaluates the current utility rates, existing approved annual increases, and water and sewer impact fees. The CFP is based on the current utility rates and the rate ordinance that the City adopted with a consumer price index (CPI) increase annually, as well as water and sewer impact fees. Copies of the current water and sewer rate documents are provided in Appendix I that support the CFP.

5.4 Project Implementation

The City of LaBelle has the sole responsibility and authority to implement the recommended facilities. The City intends to implement this Facility Plan on the following schedule, contingent upon permitting and funding authority review timelines. The City is prepared to begin design immediately.

5.4.1 Implementation Schedule

<u>Pre-Design Administration</u>

August 2024 SAHFI Loan Application Submittal (already completed)

November 2024 SAHFI Loan Agreement Execution

<u>Project 1 – Source and Treatment Upgrades</u>

December 2024 Design Kickoff

March 2025 Preliminary Site Investigations and Schematic Design Deliverable

July 2025 60% Design Deliverable

March 2025 FDEP Permit Review Submittal & Planning-Level Submittal for SAHFI Review

July 2025 Deadline for Submittal of Planning-Level Documents for SAHFI Review

September 2025 FDEP Approval of Permit Submittal

November 2025 Anticipated SAHFI Approval of Planning-Level Documents

January 2026 Final Design Deliverable

January 2026 Submittal of Final Design Documents for SAHFI Review

March 2026 Bid Document Delivery for City Review

May 2026 Deadline Submittal of Final Design Documents for SAHFI Review

July 2026 Anticipated SAHFI Approval of Final Design Documents

August 2026 Project Bidding

Project 2 – Distribution and Storage Upgrades

December 2024 Design Kickoff

March 2025 Preliminary Site Investigations and Schematic Design Deliverable

July 2025 60% Design Deliverable

March 2025 FDEP Permit Review Submittal & Planning-Level Submittal for SAHFI Review

July 2025 Deadline for Submittal of Planning-Level Documents for SAHFI Review

September 2025 FDEP Approval of Permit Submittal

November 2025 Anticipated SAHFI Approval of Planning-Level Documents

January 2026 Final Design Deliverable

January 2026 Submittal of Final Design Documents for SAHFI Review

March 2026 Bid Document Delivery for City Review

May 2026 Deadline Submittal of Final Design Documents for SAHFI Review

July 2026 Anticipated SAHFI Approval of Final Design Documents

August 2026 Project Bidding

Project 3 – Large Commercial Service and Production Meter Replacement Program

(Note Project 3 is not eligible for SAHFI funding)

July 2025 Perform meter inventory to identify all meters 1.5" and larger

December 2025 Develop meter inventory, replacement plan, and cost estimate documents

February 2026 Submittal of Final Design Documents for FDEP Funding Review

December 2026 Meter Replacements Complete, Installed, and Integrated

The first alternative to correct the City's deficient commercial service meters is to identify and replace the commercial service and production meters 1.5" and to replace the AMI endpoints at each meter at the same time. Each meter would be upgraded to a newer model, along with any required advanced metering infrastructure (AMI) for remote meter reading. This includes up to 100 commercial service meters with their AMI endpoints and 4 production meters.

5.5 Compliance

1. Maintenance and operation of all facilities proposed herein will be the full responsibility of the City of LaBelle as the wholesale provider.
2. All proposed water system elements will be designed to meet Florida and federal requirements, including FDEP 62-550 Drinking Water Standards, Monitoring, and Reporting and EPA Part 141 National Primary Drinking Water Regulations.
3. Environmental aspects of the proposed facilities are satisfactory.
4. Recommended facilities are consistent with the City of LaBelle's master planning direction.

APPENDIX A: FDEP SANITARY SURVEY INSPECTION

FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 28, 2022

Julie Wilkins
City of Labelle
481 West Hickpochee Ave
Labelle, FL 33935
juliewilkins@citylabelle.com

Re: Warning Letter
City of Labelle
Facility ID: 5260050
Hendry County - PW

Dear Ms. Wilkins:

A Sanitary Survey inspection was conducted at your facility on August 30, 2022. During this inspection, possible violations of Chapter 403 and 373 Florida Statutes, and Chapter 62-555, Florida Administrative Code were observed.

During the inspection Department personnel noted the following:

- Excessive corrosion around the High Service Pumps.
- Nylon plug on raw sample tap on Well UFA-2.
- Well UFA-3 had a leak around casing.
- 6 wells have been taken out of operation for more than six months (Wells AAE6983, AAH9205, AAH9250, AAH9252, AAH9251. AAC5589). Disinfection of Wells and Bacteriological Surveys and Evaluations of Wells will be required before wells are placed back into service. The wells must be maintained according to current code while still connected to the system until they are abandoned or physically disconnected from the system.
- Approximately 75% of systems isolation valves are inoperable.
- Fire flow analysis indicates inadequate flow to meet customer demand.
- As a result of one of the two Supply Wells (#3) being out of service, 3 months of 100% of permitted capacity from the alternate well (#2) was exceeded. In one of the three months, (August 2021) three days exceeded 136%. TDS issues prevail in supply well #3.

Violations of Florida Statutes or administrative rules may result in liability for damages and restoration, and the judicial imposition of civil penalties, pursuant to Section 403 Florida Statutes.

Please contact Dessy Owiti, at (239) 344-5637 or Dessy.Owiti@FloridaDEP.gov, within **15 days** of receipt of this Warning Letter to arrange a meeting to discuss this matter. The Department is interested in receiving any facts you may have that will assist in determining whether any violations have occurred. You may bring anyone with you to the meeting that you feel could help resolve this matter.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with Section 120.57(5), Florida Statutes. We look forward to your cooperation in completing the investigation and resolving this matter.

Sincerely,

Jennifer L. Carpenter
Acting Director of District Management
South District Office
Florida Department of Environmental Protection

Enclosure: Sanitary Survey

cc: Joe Thomas, jthomas@woodardcurran.com
Troy Kepley, tkepley@woodardcurran.com
Gary Hull, ghull@citylabelle.com

Florida Department of Environmental Protection

South District Public Water System Sanitary Survey Inspection Report

Water system: City of Labelle	**System PWS #:** 5260050	**Survey date:** 08/30/2022
Facility type class: Community - (2C)	Source type: Ground	4-Log approved: No
Facility address: 2500 SR-29 S, Labelle, FL 33935		
Facility phone(s): 863-674-4406	Facility email/fax:	
Facility contact: Troy Kepley	Facility contact phone(s): 239-340-3737	
Facility contact email/fax: Tkepley@woodardcurran.com		
Owner name: Julie Wilkins	Company name: Mayor of City of Labelle	
Owner/Corp address: 481 West Hickpochee Ave	City: Labelle / State: FL / Zip: 33935	
Owner/Corp phone(s): 863-675-2872	Owner e-contact(s): juliewilkins@citylabelle.com	
Operator name: Joseph Thomas	Certification: B 12173	
Operator phone(s): 863-673-4406	Operator email/fax: JThomas@woodardcurran.com	
On-site Rep: Operator	**Immediate Action Required?** Yes	Inspection recap given? Yes

GENERAL INFORMATION

Number of Service Connections: 2,380
Population Served: 5,950
Plant Design Capacity: 999,999 MGD
Average Day (from MORs): 637,858 GPD
Max. Day (from MORs): 780,695 GPD
Total Storage Capacity: 1,500,000 MGD
Comments:

OPERATION & MAINTENANCE

Certified Operator: (•) Yes ( ) No ( ) Not required
Plant visits conducted by: Operator
O&M Log: (•) Yes ( ) No O&M Manual: (•) Yes ( ) No
Visitation Frequency
Hrs/day: *Required* 6 *Actual* 8
Hrs/wk: *Required* *Actual*
Days/wk: *Required* 7 *Actual* 7
Non-consecutive Days? ( ) Yes ( ) No (•) N/A
MORs submitted regularly? (•) Yes ( ) No ( ) N/A
Data missing from MORs? ( ) Yes (•) No ( ) N/A

CHLORINATION (Disinfection)

Type: Hypo-Chlorination
Capacity 1,000 x 2 Unit gpd ( ) Total (•) Each
Chlorine Feed Rate 20-25 gpd
Avg. Amount of Cl_2 gas used N/A
Chlorine Residuals: Plant 1.0 Remote .7
Remote tap location City Maintance Shop
Injection Points before storage and after clearwell
Booster Pump Info
Comments:

AERATION (Gases, Fe, & Mn Removal)

Type Degasifier Conventional Capacity 1750 gpm
Aerator Condition Good
Visible Algae Growth ( ) Yes (•) No
Protective Screen Condition
Comments:
Sulfuric acid added as a pH adjuster for maximum hydrogen sulfide removal.

RAW WATER SOURCE

[✓] GROUND; Number of Wells 2
[ ] SURFACE/UDI; Source
[ ] PURCHASED from PWS ID #
[ ] Emergency Water Source
Emergency Water Capacity

AUXILIARY POWER SOURCE

(•) Yes ( ) None ( ) Not Required
Source Generator
Capacity of Standby (kW) 650
Switchover: (•) Automatic ( ) Manual
Standby Plan: (•) Yes ( ) No
Hrs Operated Under Load 4 hr / month
What equipment does it operate?
[ ] Well pumps
[✓] High Service Pumps
[✓] Treatment Equipment
Satisfy 1/2 max-day demand? (•) Yes ( ) No ( ) Unk
Comments:
Wells have their own generators, 100 kW each and runs 1 hr/ week under load.

DISTRIBUTION SYSTEM

Flow Measuring Device Flow Meter
Meter Size & Type 10" Magnetic
Meter tested w/i 5 yrs? (•) Yes ( ) No ( ) Unk ( ) N/A
Backflow Prevention : (•) Yes ( ) No
Cross-connections
Cross-connection Control Program: (•) Yes ( ) No ( ) N/A
Coliform Sampling Plan: (•) Yes ( ) No
Stage 2 DBPs Sampling Plan: (•) Yes ( ) No ( ) N/A
Lead & Copper Sampling Plan: (•) Yes ( ) No ( ) N/A
Comments:
Well 2 - Rosemount Meter

SERVICE AREA CHARACTERISTICS:

Municipal/City

Food Service: ( ) Yes (•) No ( ) N/A

OTHER TASTE/ODOR CONTROL PROCESSES
Explain:

AMMONIATION
Capacity _____ (gal) Injection Points before storage
Comments:

CORROSION CONTROL
Capacity _____ (gal) Injection Points transfer line
Chemicals Used Orthophosphate
Comments:
2 gal/day

COAGULATION (Turbidity Removal)
Chemicals Used _____
Is settling OK? ◯ Yes ◯ No
Comments:

SOFTENING (Ca/Mg Hardness Removal)

Chemical Precipitation Process:
Chemicals Used:
Lime

Is settling OK? ◉ Yes ◯ No
Excessive carry-over? ◯ Yes ◉ No
Secondary Precipitation ◯ Yes ◉ No
Recarbonation Type CO2 for pH adjustment
Sludge Recirculation Used ◯ Yes ◉ No
Comments:

Ion Exchange Process:
Capacity _____ (gal)
Grade of Salt for Regeneration _____
Backwash Effluent Destination _____
Comments:

STABILIZATION
Effluent S.I. _____
Is pH control done? ◯ Yes ◯ No
Chemical Used _____
Injection Point _____
pH Range of Effluent _____

SUBPART H/UDI TURBIDITY METERS
Each filter has a turbidity meter ◯ Yes ◯ No
Combined turbidity meter probe Point(s):

Last time calibrated _____
Comments:

FILTRATION (Suspended Solids Removal)
Type Sand Separator for raw water located at the plant
Size _____ No. of Units _____
Length of Filter Runs _____
Type of Filter Media _____
Is media visible? ◯ Yes ◯ No
Clean after BW? ◯ Yes ◯ No
Filter Rate _____ BW Rate _____
Filter Capacity _____
Cracks/Cementation/Channeling ◯ Yes ◯ No
Effluent Stability _____
Algae Growth ◯ Yes ◯ No
Turbidity in clearwell? ◯ Yes ◯ No
Comments:

REVERSE OSMOSIS (Dissolved Solids Removal)
Pressure 160 (psi)
No. of Modules 22x2 Permeate Cap. 521
Blend Rate (GPM) 10% raw
Chemicals Used Anti-Scalant
Waste-to-product Ratio 75% Recovery
Pre-treatment Spiral Filters and Anti Scalant
Effluent Quality: TDS (mg/L) 500-600
Waste Disposal Site Deep Injection Well
IW Permit # & Expir. Date 329487-001-UC/1X
Comments:
1.5 MG Tank is used to hold concentrate from RO.
Caustic acid pH adjuster no longer in use.

FLUORIDATION
Chemical Used Hydrofluorosilicic Strength 23.6%
Corrosion Noted ◯ Yes ◉ No
Plugging Noted ◯ Yes ◉ No
High Level Ventilation (acid) ◯ Yes ◯ No
Acid carboys/day tank vented outside ◉ Yes ◯ No
Designated Electrical Outlet (acid) ◉ Yes ◯ No
Analytical Testing Equipment ◉ Yes ◯ No
Anti-siphon Valves ◉ Yes ◯ No
Residual Range .7-.8
Point of Application Transfer Line
Emergency Eyewash ◉ Yes ◯ No
Comments:

Water System: City of Labelle

PWS ID # 526005(

Survey Date 08/30/2022

STORAGE FACILITIES

Tank Type	Ground								
Capacity MG	1								
Material	Concrete								
By-pass Piping	Yes								
Gravity Drain	Yes								
PRV/ARV	N/A								
Protected Openings	Yes								
Pressure Gauge	N/A								
Sight Glass or Level Indicator	L.I.								
Fittings for Sight Glass	N/A								
Access Padlocked	Yes								
Last Inspection Date (for tanks with access manholes)	2/04/2020								
On/Off Pressure									
Height to Bottom of Elevated Tank	N/A								
Height to Max. Water Level	27 ft								

Comments:

HIGH SERVICE (HSP), BACKWASH (BWP), TRANSFER (TP) and OTHER (OP) PUMPS

Pump Purpose	High Service	High Service	High Service	High Service	Transfer	Transfer	High Service	High Service	
Pump Number	1	2	3	4	@ Clearwell	@ Clearwell	RO Pump	RO Pump	
Type	Centrifugal	Centrifugal	Centrifugal	Centrifugal	Submersible	Submersible	Centrifugal	Centrifugal	
Capacity (gpm)	600	600	600	600	1200	1200	695-1042	695-1042	
Motor HP	50	50	100	100	30	30	150	150	
Date Installed	2014	2014	2014	2014	2017	2017			

Comments:

Water System: City of Labelle

PWS ID # 52600

Survey Date 08/30/2022

GROUND WATER SOURCE

Well Name (System Identification)		**UFA - 2**	UFA - 3		
Florida Well ID		**AAO4474**	AAO4473		
Year Drilled		**2013**	2013		
Depth Drilled		697'	632'		
Length (outside casing)		470'	451'		
Diameter (outside casing)		24"	24'		
Is inundation of well possible?		○Yes ◉No	○Yes ◉No	○Yes ○No	○Yes ○No
6' X 6' X 4" Concrete Pad		◉Yes ○No	◉Yes ○No	○Yes ○No	○Yes ○No
PUMP	Type	Submersible	Submersible		
	Rated Capacity (gpm)	UNK	1800		
	Motor Horsepower	200	200		
Well casing 12" above grade?		◉Yes ○No	◉Yes ○No	○Yes ○No	○Yes ○No
Well Casing Sanitary Seal		◉Yes ○No	◉Yes ○No	○Yes ○No	○Yes ○No
Raw Water Sampling Tap		◉Yes ○No	◉Yes ○No	○Yes ○No	○Yes ○No
Above Ground Check Valve		◉Yes ○No	◉Yes ○No	○Yes ○No	○Yes ○No
Fence/Housing		◉Yes ○No	◉Yes ○No	○Yes ○No	○Yes ○No
Well Vent Protection		◉Yes ○No	◉Yes ○No	○Yes ○No	○Yes ○No

COMMENTS:

TREATMENT PROCESSES IN USE:

Sand Separator, Aeration (degasifier tower), Reverse Osmosis, Corrosion control with Orthophosphate, and Fluoridation

Is additional treatment needed? ○ Yes ◉ No
If so, for control of what deficiencies?

MONITORING VIOLATIONS	MCL VIOLATIONS

MONITORING COMMENTS:

Water System: City of Labelle

PWS ID # 526005

Survey Date 08/30/2022

DEFICIENCIES:

Deficiency	Rule Reference	Corrective Action	Severity	Corrected
Excessive corrosion around the High Service Pumps. See photos 8, 9, 10, 11, 12, & 13	62-555.350(2) F.A.C.	Sand and paint or contact the Department if replacement is necessary.	Minor	
Nylon plug on raw sample tap on Well UFA-2. See photo 22.	62-555.320(8)(b)2 F.A.C.	Cut off or remove the plug on raw sample tap on well.	Minor	
Well UFA-3 had a leak around casing. See photos 18, 19, & 20.	62-555.350(2) F.A.C.	Provide proper seal around the casing.	Minor	
6 wells have been taken out of operation for more than six months (Wells AAE6983, AAH9205, AAH9250, AAH9252, AAH9251. AAC5589). Disinfection of Wells and Bacteriological Surveys and Evaluations of Wells will be required before wells are placed back into service. The wells must be maintained according to current code while still connected to the system until they are abandoned or physically disconnected from the system.	62-555.315(6) F.A.C.	Please provide photos for the 6 wells that are currently out of operation for review.	Minor	
Approximately 75% of systems isolation valves are inoperable.	62-555.350(2) F.A.C.	Please repair or replace isolation valves in system.	SNC	
Fire flow analysis indicate inadequate flow to meet customer demand.	62-555.348(3) F.A.C. and 62-555.320(6) F.A.C.	Water produced to meet any fire-flow must meet demand.	SNC	
As a result of one of the two Supply Wells (#3) being out of service, 3 months of 100% of permitted capacity from the alternate well (#2) was exceeded. In one of the three months, (August 2021) three days exceeded 136%.	62-555.350(4) F.A.C.	No supplier of water shall operate any drinking water treatment plant at a capacity greater than the plant's permitted operating capacity except with the Department's prior approval. Submit a rerate or expansion permit application with the Department, requesting a increase flow. Include the well permit issued by South Florida Water Management District showing the maximum Gallons per day (GPD) allocated flow.	SNC	

Any deficiency marked with an asterisk (*) is a repeat violation.

ADDITIONAL COMMENTS:

The system was permitted for 1,500,000 GPD in 2014. As discussed in the 2014 meeting held between City of Labelle and the Department of Environmental Protection personnel, the Design Capacity for Public Water System (PWS 5260050) has been reduced to 999,999 gallons per day (GPD). The plant category and class has been reclassified as 2C.

The Department recommends City of Labelle to hire more staff. Currently has 3 operators.

Inspector: Vanessa Kraft Digitally signed by Vanessa Kraft Date: 2022.11.17 09:16:07 -05'00'

Approved by: Dessy Owiti Digitally signed by Dessy Owiti Date: 2022.11.18 08:10:20 -05'00'

I certify that these photos represent the true
on-site conditions obse
and have not been altered i

Vanessa Kraft

City of Labelle (5260050)
Photos by Vanessa Kraft on 08/30/2022

Photo 1: View of first train in RO system.

Photo 2: View of second train in RO system.

Photo 3: View of sand separator.

Photo 4: View of degasifier.

Photo 5: View of clearwell and transfer pumps.

Photo 6: View of chlorine tank 1.

Photo 7: View of chlorine tank 2.

Photo 8: View of high service pumps.

Photo 9: View of corrosion on pipes.

Photo 10: View of corrosion on pipes.

Photo 11: View of corrosion on pipes.

Photo 12: View of corrosion on pipes.

Photo 13: View of corrosion at base of pump.

Photo 14: View of ground storage tank.

Photo 15: View of 16,000-Gal lime slurry storage tank and control panel.

Photo 16: View of CO2 storage Tank and power panel.

Photo 17: View of Well UFA – 3.

Photo 18: View of well casing leaking.

Photo 19: View of wet concrete from leak at well casing.

Photo 20: View of leaking well casing.

Photo 21: View of Well UFA – 2.

Photo 22: View of plug on raw sample tap.

APPENDIX B: COST BREAKDOWNS FOR ALL ALTERNATIVES

Project 1 Alternative 1 Conceptual Cost Estimate
Source and Treatment Upgrades - Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Additional Cartridges on Existing Reverse Osmosis Skids

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
Reverse Osmosis Upgrades							
1	New Reverse Osmosis Cartridge Products	EA	$ 25,000	20	$ 500,000	$ 100,000	$ 1,016,000
2	New Membranes for Existing Reverse Osmosis Cartridges	LS	$ 275,000	1	$ 275,000	$ 55,000	$ 559,000
New Pumps							
3	100 HP Propane-Driven Centrifugal High Service Pump and Motor 1,850 gpm @ 140 ft TDH	EA	$ 120,000	1	$ 120,000	$ 40,800	$ 265,000
4	30 HP Propane-Driven Vertical-Turbine Chlorine Contact Chamber Vertical Turbine Pump and Motor 1,050 gpm @ 39 ft TDH	EA	$ 40,000	1	$ 40,000	$ 13,600	$ 88,000
5	10" Ductile Iron Pipe for New Pumps	LF	$100	40	$ 4,000	$ 2,800	$ 4,000
6	10" Check Valve for New Pumps	EA	$ 2,820	2	$ 5,640	$ 2,256	$ 7,000
7	10"x6" Flanged Eccentric Reducer for New Pumps	EA	$ 1,200	2	$ 2,400	$ 960	$ 3,000
8	6" Ductile Iron Restrained Coupling Adapter	EA	$ 1,000	4	$ 4,000	$ 1,600	$ 5,000
9	Structural Pad for New Pump (Assumed 15' x 8' x 12")	EA	$ 5,000	1	$ 5,000	$ 3,500	$ 5,000
10	Instrumentation	LS	$ 45,000	1	$ 45,000	$ 9,000	$ 91,000
11	SCADA Implementation	LS	$ 5,000	1	$ 5,000	$ 1,000	$ 10,000
Well Generator Upgrades							
12	100 kW Generator	EA	$ 50,000	2	$ 100,000	$ 34,000	$ 221,000
13	Transfer Switches for 100 kW Generator	EA	$ 2,000	2	$ 4,000	$ 1,360	$ 9,000
14	Surge Protectors for 100 kW Generator	EA	$ 1,000	2	$ 2,000	$ 680	$ 4,000
15	Instrumentation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
16	SCADA Implementation	LS	$ 1,000	1	$ 1,000	$ 200	$ 2,000
17	Testing Allowance	LS	$ 2,000	1	$ 2,000	$ 800	$ 3,000
Chemical Storage and Pumping Upgrades							
18	Sodium Hypochlorite - 2,000-Gallon Bulk Tank	EA	$ 6,000	2	$ 12,000	$ 2,400	$ 24,000
19	Sodium Hypochlorite - 75-Gallon Day Tank	EA	$ 500	1	$ 500	$ 100	$ 1,000
20	Sodium Hypochlorite - 6.0 gal/hour Duplex Pump Skid	EA	$ 5,000	2	$ 10,000	$ 2,000	$ 21,000
21	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
22	Sulfuric Acid - 500-Gallon Bulk Tank	EA	$ 1,200	1	$ 1,200	$ 240	$ 3,000
23	Sulfuric Acid - 30-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
24	Sulfuric Acid - 1.5 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
25	Sulfuric Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
26	Orthophosphate - 275-Gallon Bulk Tank	EA	$ 1,000	1	$ 1,000	$ 200	$ 2,000
27	Orthophosphate - 10-Gallon Day Tank	EA	$ 200	1	$ 200	$ 40	$ -
28	Orthophosphate - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
29	Orthophosphate - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
30	Sodium Hydroxide - 1,550-Gallon Bulk Tank	EA	$ 1,800	1	$ 1,800	$ 360	$ 3,000
31	Sodium Hydroxide - 40-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
32	Sodium Hydroxide - 3.0 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
33	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
34	Hydrofluorosilicic Acid - 240-Gallon Bulk Tank	EA	$ 900	1	$ 900	$ 180	$ 2,000
35	Hydrofluorosilicic Acid - 35-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
36	Hydrofluorosilicic Acid - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
37	Hydrofluorosilicic Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
38	Antiscalant - 55-Gallon Bulk Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
39	Antiscalant - 25-Gallon Day Tank	EA	$ 300	1	$ 300	$ 60	$ -
40	Antiscalant - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
41	Antiscalant - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
42	New Chemical Storage Building with Secondary Containment	EA	$ 1,100,000	1	$ 1,100,000	$ 440,000	$ 1,424,000
Other Construction Costs							
43	Mobilization/Demobilization (5%)	5%	$ 114,000	1	$ 114,000		$ 114,000
44	Insurance and Bonds (3%)	3%	$ 68,000	1	$ 68,000		$ 68,000
45	General Conditions	5%	$ 114,000	1	$ 114,000		$ 114,000
46	Overhead & Profit	10%	$ 227,000	1	$ 227,000		$ 227,000
SUBTOTAL					**$ 2,794,000**	$ 718,784	**$ 4,354,000.00**
NON-CONSTRUCTION COSTS							
47	Contingency	10%	$ 279,400	1	$ 279,000		$ 279,000
48	Engineering, Permitting, and Design	10%	$ 279,400	1	$ 279,000		$ 279,000
49	Engineering Services During Construction	8%	$ 223,520	1	$ 224,000		$ 224,000
50	Legal and Administration	3%	$ 83,820	1	$ 84,000		$ 84,000
TOTAL					**$ 3,660,000**		**$ 5,220,000.00**

Project 1 Alternative 2 Conceptual Cost Estimate
Source and Treatment Upgrades - Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Replace Existing Reverse Osmosis Skids with New, Larger Reverse Osmosis Skids

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
Reverse Osmosis Upgrades							
1	Demolish Existing Reverse Osmosis Skids	EA	$ 50,000	2	$ 100,000	$ 20,000	$ 203,000
2	New 1.5 MGD Reverse Osmosis Membrane Skid	EA	$ 750,000	2	$ 1,500,000	$ 300,000	$ 3,048,000
New Pumps							
3	100 HP Propane-Driven Centrifugal High Service Pump and Motor 1,850 gpm @ 140 ft TDH	EA	$ 120,000	1	$ 120,000	$ 40,800	$ 265,000
4	30 HP Propane-Driven Vertical-Turbine Chlorine Contact Chamber Vertical Turbine Pump and Motor 1,050 gpm @ 39 ft TDH	EA	$ 40,000	1	$ 40,000	$ 13,600	$ 88,000
5	10" Ductile Iron Pipe for New Pumps	LF	$100	40	$ 4,000	$ 2,800	$ 4,000
6	10" Check Valve for New Pumps	EA	$ 2,820	2	$ 5,640	$ 2,256	$ 7,000
7	10"x6" Flanged Eccentric Reducer for New Pumps	EA	$ 1,200	2	$ 2,400	$ 960	$ 3,000
8	6" Ductile Iron Restrained Coupling Adapter	EA	$ 1,000	4	$ 4,000	$ 1,600	$ 5,000
9	Structural Pad for New Pump (Assumed 15' x 8' x 12")	EA	$ 5,000	1	$ 5,000	$ 3,500	$ 5,000
10	Instrumentation	LS	$ 45,000	1	$ 45,000	$ 9,000	$ 91,000
11	SCADA Implementation	LS	$ 5,000	1	$ 5,000	$ 1,000	$ 10,000
Well Generator Upgrades							
12	100 kW Generator	EA	$ 50,000	2	$ 100,000	$ 34,000	$ 221,000
13	Transfer Switches for 100 kW Generator	EA	$ 2,000	2	$ 4,000	$ 1,360	$ 9,000
14	Surge Protectors for 100 kW Generator	EA	$ 1,000	2	$ 2,000	$ 680	$ 4,000
15	Instrumentation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
16	SCADA Implementation	LS	$ 1,000	1	$ 1,000	$ 200	$ 2,000
17	Testing Allowance	LS	$ 2,000	1	$ 2,000	$ 800	$ 3,000
Chemical Storage and Pumping Upgrades							
18	Sodium Hypochlorite - 2,000-Gallon Bulk Tank	EA	$ 6,000	2	$ 12,000	$ 2,400	$ 24,000
19	Sodium Hypochlorite - 75-Gallon Day Tank	EA	$ 500	1	$ 500	$ 100	$ 1,000
20	Sodium Hypochlorite - 6.0 gal/hour Duplex Pump Skid	EA	$ 5,000	2	$ 10,000	$ 2,000	$ 21,000
21	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
22	Sulfuric Acid - 500-Gallon Bulk Tank	EA	$ 1,200	1	$ 1,200	$ 240	$ 3,000
23	Sulfuric Acid - 30-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
24	Sulfuric Acid - 1.5 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
25	Sulfuric Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
26	Orthophosphate - 275-Gallon Bulk Tank	EA	$ 1,000	1	$ 1,000	$ 200	$ 2,000
27	Orthophosphate - 10-Gallon Day Tank	EA	$ 200	1	$ 200	$ 40	$ -
28	Orthophosphate - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
29	Orthophosphate - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
30	Sodium Hydroxide - 1,550-Gallon Bulk Tank	EA	$ 1,800	1	$ 1,800	$ 360	$ 3,000
31	Sodium Hydroxide - 40-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
32	Sodium Hydroxide - 3.0 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
33	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
34	Hydrofluorosilicic Acid - 240-Gallon Bulk Tank	EA	$ 900	1	$ 900	$ 180	$ 2,000
35	Hydrofluorosilicic Acid - 35-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
36	Hydrofluorosilicic Acid - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
37	Hydrofluorosilicic Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
38	Antiscalant - 55-Gallon Bulk Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
39	Antiscalant - 25-Gallon Day Tank	EA	$ 300	1	$ 300	$ 60	$ -
40	Antiscalant - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
41	Antiscalant - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
42	New Chemical Storage Building with Secondary Containment	EA	$ 1,100,000	1	$ 1,100,000	$ 440,000	$ 1,424,000
Other Construction Costs							
43	Mobilization/Demobilization (5%)	5%	$ 155,000	1	$ 155,000		$ 155,000
44	Insurance and Bonds (3%)	3%	$ 93,000	1	$ 93,000		$ 93,000
45	General Conditions	5%	$ 155,000	1	$ 155,000		$ 155,000
46	Overhead & Profit	10%	$ 310,000	1	$ 310,000		$ 310,000
SUBTOTAL					**$ 3,809,000**		**$ 6,220,000.00**
NON-CONSTRUCTION COSTS							
47	Contingency	10%	$ 380,900	1	$ 381,000		$ 381,000
48	Engineering, Permitting, and Design	10%	$ 380,900	1	$ 381,000		$ 381,000
49	Engineering Services During Construction	8%	$ 304,720	1	$ 305,000		$ 305,000
50	Legal and Administration	3%	$ 114,270	1	$ 114,000		$ 114,000
TOTAL					**$ 4,990,000**		**$ 7,401,000.00**

Project 1 Alternative 3 Conceptual Cost Estimate
Source and Treatment Upgrades - Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Replace Existing Reverse Osmosis Skids with New Ultrafiltration Membrane Skids

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
Reverse Osmosis Upgrades							
1	Demolish Existing Reverse Osmosis Skids	EA	$ 50,000	2	$ 100,000	$ 20,000	$ 203,000
2	New 1.5 MGD Ultrafiltration Membrane Skid	EA	$ 1,000,000	2	$ 2,000,000	$ 400,000	$ 4,063,000
New Pumps							
3	100 HP Propane-Driven Centrifugal High Service Pump and Motor 1,850 gpm @ 140 ft TDH	EA	$ 120,000	1	$ 120,000	$ 40,800	$ 265,000
4	30 HP Propane-Driven Vertical-Turbine Chlorine Contact Chamber Vertical Turbine Pump and Motor 1,050 gpm @ 39 ft TDH	EA	$ 40,000	1	$ 40,000	$ 13,600	$ 88,000
5	10" Ductile Iron Pipe for New Pumps	LF	$100	40	$ 4,000	$ 2,800	$ 4,000
6	10" Check Valve for New Pumps	EA	$ 2,820	2	$ 5,640	$ 2,256	$ 7,000
7	10"x6" Flanged Eccentric Reducer for New Pumps	EA	$ 1,200	2	$ 2,400	$ 960	$ 3,000
8	6" Ductile Iron Restrained Coupling Adapter	EA	$ 1,000	4	$ 4,000	$ 1,600	$ 5,000
9	Structural Pad for New Pump (Assumed 15' x 8' x 12")	EA	$ 5,000	1	$ 5,000	$ 3,500	$ 5,000
10	Instrumentation	LS	$ 45,000	1	$ 45,000	$ 9,000	$ 91,000
11	SCADA Implementation	LS	$ 5,000	1	$ 5,000	$ 1,000	$ 10,000
Well Generator Upgrades							
12	100 kW Generator	EA	$ 50,000	2	$ 100,000	$ 34,000	$ 221,000
13	Transfer Switches for 100 kW Generator	EA	$ 2,000	2	$ 4,000	$ 1,360	$ 9,000
14	Surge Protectors for 100 kW Generator	EA	$ 1,000	2	$ 2,000	$ 680	$ 4,000
15	Instrumentation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
16	SCADA Implementation	LS	$ 1,000	1	$ 1,000	$ 200	$ 2,000
17	Testing Allowance	LS	$ 2,000	1	$ 2,000	$ 800	$ 3,000
Chemical Storage and Pumping Upgrades							
18	Sodium Hypochlorite - 2,000-Gallon Bulk Tank	EA	$ 6,000	2	$ 12,000	$ 2,400	$ 24,000
19	Sodium Hypochlorite - 75-Gallon Day Tank	EA	$ 500	1	$ 500	$ 100	$ 1,000
20	Sodium Hypochlorite - 6.0 gal/hour Duplex Pump Skid	EA	$ 5,000	2	$ 10,000	$ 2,000	$ 21,000
21	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
22	Sulfuric Acid - 500-Gallon Bulk Tank	EA	$ 1,200	1	$ 1,200	$ 240	$ 3,000
23	Sulfuric Acid - 30-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
24	Sulfuric Acid - 1.5 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
25	Sulfuric Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
26	Orthophosphate - 275-Gallon Bulk Tank	EA	$ 1,000	1	$ 1,000	$ 200	$ 2,000
27	Orthophosphate - 10-Gallon Day Tank	EA	$ 200	1	$ 200	$ 40	$ -
28	Orthophosphate - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
29	Orthophosphate - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
30	Sodium Hydroxide - 1,550-Gallon Bulk Tank	EA	$ 1,800	1	$ 1,800	$ 360	$ 3,000
31	Sodium Hydroxide - 40-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
32	Sodium Hydroxide - 3.0 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
33	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
34	Hydrofluorosilicic Acid - 240-Gallon Bulk Tank	EA	$ 900	1	$ 900	$ 180	$ 2,000
35	Hydrofluorosilicic Acid - 35-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
36	Hydrofluorosilicic Acid - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
37	Hydrofluorosilicic Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
38	Antiscalant - 55-Gallon Bulk Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
39	Antiscalant - 25-Gallon Day Tank	EA	$ 300	1	$ 300	$ 60	$ -
40	Antiscalant - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
41	Antiscalant - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
42	New Chemical Storage Building with Secondary Containment	EA	$ 1,100,000	1	$ 1,100,000	$ 440,000	$ 1,424,000
Other Construction Costs							
43	Mobilization/Demobilization (5%)	5%	$ 180,000	1	$ 180,000		$ 180,000
44	Insurance and Bonds (3%)	3%	$ 108,000	1	$ 108,000		$ 108,000
45	General Conditions	5%	$ 180,000	1	$ 180,000		$ 180,000
46	Overhead & Profit	10%	$ 360,000	1	$ 360,000		$ 360,000
SUBTOTAL					**$ 4,424,000**		**$ 7,350,000.00**
NON-CONSTRUCTION COSTS							
47	Contingency	10%	$ 442,400	1	$ 442,000		$ 442,000
48	Engineering, Permitting, and Design	10%	$ 442,400	1	$ 442,000		$ 442,000
49	Engineering Services During Construction	8%	$ 353,920	1	$ 354,000		$ 354,000
50	Legal and Administration	3%	$ 132,720	1	$ 133,000		$ 133,000
TOTAL					**$ 5,795,000**		**$ 8,721,000.00**

Project 2 Alternative 1 Conceptual Cost Estimate
Distribution and Storage Upgrades - New Concrete Ground Storage Tank and Pump Station, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
New Concrete Ground Storage Tank and Pump Station							
1	1,000,000-Gallon Concrete Ground Storage Tank	EA	$ 1,500,000	1	$ 1,500,000	$ 1,800,000	$ 1,399,000
2	Aerator for 500,000-gal Tank	EA	$ 81,000	2	$ 162,000	$ 64,800	$ 210,000
3	Tank Coating	LS	$ 700,000	1	$ 700,000	$ 280,000	$ 906,000
4	12" Ductile Iron Yard Piping	LF	$ 400	350	$ 140,000	$ 98,000	$ 149,000
5	Yard Piping Valve & Fitting Allowance	LS	$ 10,000	1	$ 10,000	$ 4,000	$ 13,000
6	High Service Pumps	EA	$ 75,000	4	$ 300,000	$ 200,000	$ 447,000
7	Variable-Frequency Drives for High Service Pumps	EA	$ 150,000	4	$ 600,000	$ 300,000	$ 712,000
8	Pump Canopy	EA	$ 85,000	1	$ 85,000	$ 59,500	$ 91,000
9	Pump Pads	EA	$ 15,000	2	$ 30,000	$ 22,200	$ 31,000
10	Pump Station Instrumentation	LS	$ 70,000	1	$ 70,000	$ 14,000	$ 142,000
11	Pump Station & Tank SCADA Implementation	LS	$ 7,000	1	$ 7,000	$ 1,400	$ 14,000
12	Instrumentation	LS	$ 70,000	1	$ 70,000	$ 14,000	$ 142,000
13	SCADA Implementation	LS	$ 7,000	1	$ 7,000	$ 1,400	$ 14,000
14	Hydrant Assembly	EA	$ 5,700	1	$ 5,700	$ 4,560	$ 6,000
15	Chain Link Fence + Gate	LF	$ 70	400	$ 28,000	$ 11,200	$ 36,000
16	Gas Generator	EA	$ 15,000	1	$ 15,000	$ 6,000	$ 19,000
17	Electrical Site Work	LS	$ 30,000	1	$ 30,000	$ 10,200	$ 66,000
18	Electrical Building	LS	$ 600,000	1	$ 600,000	$ 420,000	$ 637,000
19	Uninterruptible Power Supply	EA	$ 1,500	1	$ 1,500	$ 600	$ 2,000
20	Driveway (Asphalt)	SY	$ 55	1000	$ 55,000	$ 22,000	$ 71,000
21	Crushed Stone (Tank Washdown)	CY	$ 40	250	$ 10,000	$ 4,000	$ 13,000
22	Concrete Energy Blocks (Tank Washdown)	EA	$ 75	15	$ 1,125	$ 788	$ 1,000
23	Site Clearing + Grading	LS	$ 65,000	1	$ 65,000	$ 45,500	$ 69,000
24	Loam and Seed Disturbed Area	SY	$ 3	9000	$ 27,000	$ 10,800	$ 35,000
25	Testing Allowance	LS	$ 15,000	1	$ 15,000	$ 6,000	$ 19,000
State Route 80 & Helms Road Water Main							
26	12" Ductile Iron Water Main (Helms Road)	LF	$ 250	14000	$ 3,500,000	$ 2,450,000	$ 3,717,000
27	12" Ductile Iron Water Main	LF	$ 250	9,700	$ 2,425,000	$ 1,697,500	$ 2,576,000
28	Gate Valves	EA	$ 3,000	47	$ 141,000	$ 56,400	$ 183,000
29	Hydrant Assembly	EA	$ 5,700	47	$ 267,900	$ 214,320	$ 274,000
30	Fittings	LS	$ 592,500	1	$ 592,500	$ 237,000	$ 767,000
31	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
32	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Zone B Water Main							
33	8" Ductile Iron Water Main	LF	$ 200	15,000	$ 3,000,000	$ 2,100,000	$ 3,186,000
34	Gate Valves	EA	$ 1,500	19	$ 28,500	$ 11,400	$ 37,000
35	Hydrant Assembly	EA	$ 5,700	19	$ 108,300	$ 86,640	$ 111,000
36	Fittings	LS	$ 300,000	1	$ 300,000	$ 120,000	$ 388,000
37	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
38	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Valve Exercise & Replacement Program							
39	Valve Exercise Program	LS	$ 17	464	$ 7,733		$ 8,000
40	Replace Failing Valves (Quantity Estimated, to be Validated by Exercise Program)	EA	$ 3,000.00	140	$ 420,000	$ 168,000	$ 544,000
Other Construction Costs							
41	Mobilization/Demobilization (5%)	5%	$ 770,000	1	$ 770,000		$ 770,000
42	Insurance and Bonds (3%)	3%	$ 462,000	1	$ 462,000		$ 462,000
43	General Conditions	5%	$ 770,000	1	$ 770,000		$ 770,000
44	Overhead & Profit	10%	$ 1,540,000	1	$ 1,540,000		$ 1,540,000
SUBTOTAL					**$ 16,437,000**	$ 10,547,000	**$ 20,653,000.00**
NON-CONSTRUCTION COSTS							
45	Contingency	10%	$ 1,644,000	1	$ 1,644,000		$ 1,644,000
46	Engineering, Permitting, and Design	10%	$ 1,644,000	1	$ 1,644,000		$ 1,644,000
47	Engineering services during construction	8%	$ 1,315,000	1	$ 1,315,000		$ 1,315,000
48	Legal and Administration	3%	$ 493,000	1	$ 493,000		$ 493,000
TOTAL					**$ 21,533,000**		**$ 25,749,000.00**

Project 2 Alternative 2 Conceptual Cost Estimate
Distribution and Storage Upgrades - New Pedosphere Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
New Pedesphere Elevated Storage Tank							
1	1,000,000-Gallon Pedesphere Elevated Storage Tank	EA	$ 3,000,000	1	$ 3,000,000	$ 3,600,000	$ 2,798,000
2	Tank Coating	LS	$ 100,000	1	$ 100,000	$ 40,000	$ 129,000
3	12" PVC Yard Piping	LF	$ 225	250	$ 56,250	$ 39,375	$ 60,000
4	Yard Piping Valve & Fitting Allowance	LS	$ 10,000	1	$ 10,000	$ 4,000	$ 13,000
5	Instrumentation	LS	$ 15,000	1	$ 15,000	$ 3,000	$ 30,000
6	SCADA Implementation	LS	$ 2,500	1	$ 2,500	$ 500	$ 5,000
7	Hydrant Assembly	EA	$ 5,700	1	$ 5,700	$ 4,560	$ 6,000
8	Chain Link Fence + Gate	LF	$ 70	400	$ 28,000	$ 11,200	$ 36,000
9	Electrical Site Work	LS	$ 5,000	1	$ 5,000	$ 1,700	$ 11,000
10	Uninterruptible Power Supply	EA	$ 1,500	1	$ 1,500	$ 600	$ 2,000
11	Driveway (Asphalt)	SY	$ 55	1000	$ 55,000	$ 18,700	$ 121,000
12	Crushed Stone (Tank Washdown)	CY	$ 40	200	$ 8,000	$ 3,200	$ 10,000
13	Concrete Energy Blocks (Tank Washdown)	EA	$ 75	15	$ 1,125	$ 788	$ 1,000
14	Site Clearing + Grading	LS	$ 25,000	1	$ 25,000	$ 17,500	$ 26,000
15	Loam and Seed Disturbed Area	SY	$ 3	5000	$ 15,000	$ 6,000	$ 19,000
16	Testing Allowance	LS	$ 15,000	1	$ 15,000	$ 6,000	$ 19,000
State Route 80 & Helms Road Water Main							
17	12" Ductile Iron Water Main (Helms Road)	LF	$ 250	14000	$ 3,500,000	$ 2,450,000	$ 3,717,000
18	12" Ductile Iron Water Main (SR80)	LF	$ 250	9,700	$ 2,425,000	$ 1,697,500	$ 2,576,000
19	Gate Valves	EA	$ 3,000	47	$ 141,000	$ 56,400	$ 183,000
20	Hydrant Assembly	EA	$ 5,700	47	$ 267,900	$ 214,320	$ 274,000
21	Fittings	LS	$ 592,500	1	$ 592,500	$ 237,000	$ 767,000
22	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
23	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Zone B Water Main							
24	8" Ductile Iron Water Main	LF	$ 200	15,000	$ 3,000,000	$ 2,100,000	$ 3,186,000
25	Gate Valves	EA	$ 1,500	19	$ 28,500	$ 11,400	$ 37,000
26	Hydrant Assembly	EA	$ 5,700	19	$ 108,300	$ 86,640	$ 111,000
27	Fittings	LS	$ 300,000	1	$ 300,000	$ 120,000	$ 388,000
28	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
29	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Valve Exercise & Replacement Program							
30	Valve Exercise Program	LS	$ 17	464	$ 7,733		$ 8,000
31	Replace Failing Valves (Quantity Estimated, to be Validated by Exercise Program)	EA	$ 3,000.00	140	$ 420,000	$ 168,000	$ 544,000
Other Construction Costs							
32	Mobilization/Demobilization (5%)	5%	$ 710,000	1	$ 710,000		$ 710,000
33	Insurance and Bonds (3%)	3%	$ 426,000	1	$ 426,000		$ 426,000
34	General Conditions	5%	$ 710,000	1	$ 710,000		$ 710,000
35	Overhead & Profit	10%	$ 1,421,000	1	$ 1,421,000		$ 1,421,000
SUBTOTAL					**$ 17,473,000**	$ 10,903,000	**$ 18,420,000.00**
NON-CONSTRUCTION COSTS							
36	Contingency	10%	$ 1,747,000	1	$ 1,747,000		$ 1,747,000
37	Engineering, Permitting, and Design	10%	$ 1,747,000	1	$ 1,747,000		$ 1,747,000
38	Engineering services during construction	8%	$ 1,398,000	1	$ 1,398,000		$ 1,398,000
39	Legal and Administration	3%	$ 524,000	1	$ 524,000		$ 524,000
TOTAL					**$ 22,889,000**		**$ 23,836,000.00**

Project 2 Alternative 3 Conceptual Cost Estimate
Distribution and Storage Upgrades - New Fluted Column Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
New Pedesphere Fluted Column Storage Tank							
1	1,000,000-Gallon Fluted Column Elevated Stora	EA	$ 4,500,000	1	$ 4,500,000	$ 5,400,000	$ 4,198,000
2	Tank Coating	LS	$ 100,000	1	$ 100,000	$ 40,000	$ 129,000
3	12" PVC Yard Piping	LF	$ 225	250	$ 56,250	$ 39,375	$ 60,000
4	Yard Piping Valve & Fitting Allowance	LS	$ 10,000	1	$ 10,000	$ 4,000	$ 13,000
5	Instrumentation	LS	$ 15,000	1	$ 15,000	$ 3,000	$ 30,000
6	SCADA Implementation	LS	$ 2,500	1	$ 2,500	$ 500	$ 5,000
7	Hydrant Assembly	EA	$ 5,700	1	$ 5,700	$ 4,560	$ 6,000
8	Chain Link Fence + Gate	LF	$ 70	400	$ 28,000	$ 11,200	$ 36,000
9	Gas Generator	EA	$ 5,000	1	$ 5,000	$ 2,000	$ 6,000
10	Electrical Site Work	LS	$ 5,000	1	$ 5,000	$ 1,700	$ 11,000
11	Uninterruptible Power Supply	EA	$ 1,500	1	$ 1,500	$ 600	$ 2,000
12	Driveway (Asphalt)	SY	$ 55	1000	$ 55,000	$ 22,000	$ 71,000
13	Crushed Stone (Tank Washdown)	CY	$ 40	200	$ 8,000	$ 3,200	$ 10,000
14	Concrete Energy Blocks (Tank Washdown)	EA	$ 75	15	$ 1,125	$ 788	$ 1,000
15	Site Clearing + Grading	LS	$ 65,000	1	$ 65,000	$ 45,500	$ 69,000
16	Loam and Seed Disturbed Area	SY	$ 3	9000	$ 27,000	$ 10,800	$ 35,000
17	Testing Allowance	LS	$ 15,000	1	$ 15,000	$ 6,000	$ 19,000
State Route 80 & Helms Road Water Main							
18	12" Ductile Iron Water Main (Helms Road)	LF	$ 250	14000	$ 3,500,000	$ 2,450,000	$ 3,717,000
19	12" Ductile Iron Water Main	LF	$ 250	9,700	$ 2,425,000	$ 1,697,500	$ 2,576,000
20	Gate Valves	EA	$ 3,000	47	$ 141,000	$ 56,400	$ 183,000
21	Hydrant Assembly	EA	$ 5,700	47	$ 267,900	$ 214,320	$ 274,000
22	Fittings	LS	$ 592,500	1	$ 592,500	$ 237,000	$ 767,000
23	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
24	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Zone B Water Main							
25	8" Ductile Iron Water Main	LF	$ 200	15,000	$ 3,000,000	$ 2,100,000	$ 3,186,000
26	Gate Valves	EA	$ 1,500	19	$ 28,500	$ 11,400	$ 37,000
27	Hydrant Assembly	EA	$ 5,700	19	$ 108,300	$ 86,640	$ 111,000
28	Fittings	LS	$ 300,000	1	$ 300,000	$ 120,000	$ 388,000
29	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
30	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Valve Exercise & Replacement Program							
31	Valve Exercise Program	LS	$ 17	464	$ 7,733		$ 8,000
32	Replace Failing Valves (Quantity Estimated, to be Validated by Exercise Program)	EA	$ 3,000.00	140	$ 420,000	$ 168,000	$ 544,000
Other Construction Costs							
33	Mobilization/Demobilization (5%)	5%	$ 788,000	1	$ 788,000		$ 788,000
34	Insurance and Bonds (3%)	3%	$ 473,000	1	$ 473,000		$ 473,000
35	General Conditions	5%	$ 788,000	1	$ 788,000		$ 788,000
36	Overhead & Profit	10%	$ 1,576,000	1	$ 1,576,000		$ 1,576,000
SUBTOTAL					**$ 19,388,000**	$ 12,741,000	**$ 20,193,000.00**
NON-CONSTRUCTION COSTS							
37	Contingency	10%	$ 1,939,000	1	$ 1,939,000		$ 1,939,000
38	Engineering, Permitting, and Design	10%	$ 1,939,000	1	$ 1,939,000		$ 1,939,000
39	Engineering services during construction	8%	$ 1,551,000	1	$ 1,551,000		$ 1,551,000
40	Legal and Administration	3%	$ 582,000	1	$ 582,000		$ 582,000
TOTAL					**$ 25,399,000**		**$ 26,204,000.00**

Project 3 Alternative 1 Conceptual Cost Estimate
Large Commercial Service Meter and System Meter Replacement Program - Replace Commercial Service Meters, AMI Endpoints, and Production Meters 1.5" and Above

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
1	Replace Commercial Service Meters	EA	$ 2,000	58	$ 116,000	$ 34,800	$ 250,000
2	Replace System Meters	EA	$ 10,000.00	4	$ 40,000	$ 12,000	$ 86,000
3	Replace All AMI Endpoints	EA	$ 500.00	58	$ 29,000	$ 8,700	$ 63,000
SUBTOTAL					**$ 185,000**	$ 56,000	**$ 399,000.00**
NON-CONSTRUCTION COSTS							
3	Contingency	10%	$ 19,000	1	$ 19,000		$ 19,000
4	Engineering, Permitting, and Design	10%	$ 19,000	1	$ 19,000		$ 19,000
5	Engineering Services During Construction	0%	$ -	1	$ -		$ -
6	Legal and Administration	3%	$ 6,000	1	$ 6,000		$ 6,000
TOTAL					**$ 229,000**		**$ 443,000.00**

Project 3 Alternative 2 Conceptual Cost Estimate
Large Commercial Service Meter and System Meter Replacement Program - Replace All Commercial Service and Production Meters 1.5" and Above, Replace AMI Endpoints at End of Life

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
1	Replace Commercial Service Meters	EA	$ 2,000	58	$ 116,000	$ 34,800	$ 250,000
2	Replace Remaining AMI Endpoint After 5 Years	EA	$ 600	58	$ 34,800	$ 10,440	$ 75,000
3	Replace System Meters	EA	$ 10,000.00	4	$ 40,000	$ 12,000	$ 86,000
SUBTOTAL					**$ 191,000**	$ 57,000	**$ 411,000.00**
NON-CONSTRUCTION COSTS							
4	Contingency	10%	$ 19,000	1	$ 19,000		$ 19,000
5	Engineering, Permitting, and Design	10%	$ 19,000	1	$ 19,000		$ 19,000
6	Engineering Services During Construction	0%	$ -	1	$ -		$ -
7	Legal and Administration	3%	$ 6,000	1	$ 6,000		$ 6,000
TOTAL					**$ 235,000**		**$ 455,000.00**

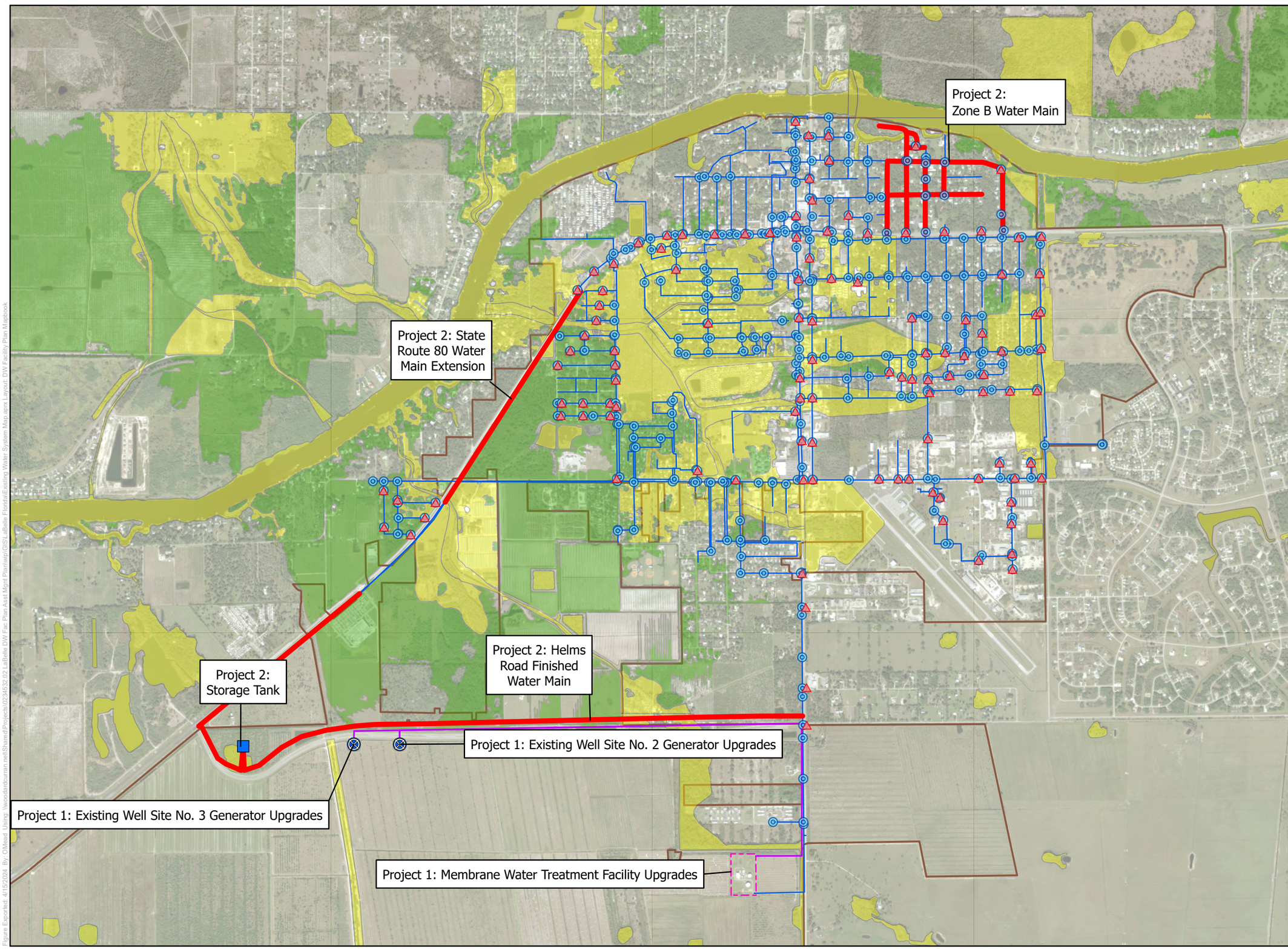
Project 3 Alternative 3 Conceptual Cost Estimate
Large Commercial Service Meter and System Meter Replacement Program - Maintain Existing Commercial Service and System Meters 1.5" and Above

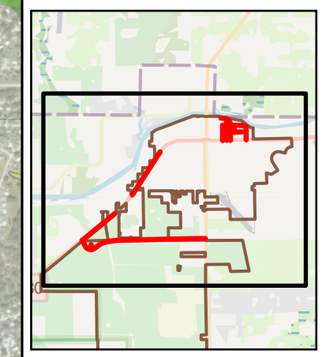
ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
N/A			$ -		$ -	$ -	$ -
SUBTOTAL					$ -		$ -
NON-CONSTRUCTION COSTS							
1	Estimated Revenue Losses from Service Metering Failure	EA	$ -	58	$ -	$ 696,000	$ 513,000
TOTAL					$ -		**$ 513,000**

APPENDIX C: FIGURES SHOWING PROJECT SCOPES

Drinking Water Facilities Plan Proposed Projects & FEMA Flood Zones

City of LaBelle, Florida





N

Legend

- Hydrants
- Water Valves
- Water Supply Wells
- Finished Water Main
- Raw Water Main
- Proposed Finished Water Main
- City Limits

Flood Zone

- 100-year flood
- 500-year flood

0 1,000 2,000 Feet

1 IN = 2,000 FT

Woodard & Curran

Project #:0234532.02
Map Created: April 2024

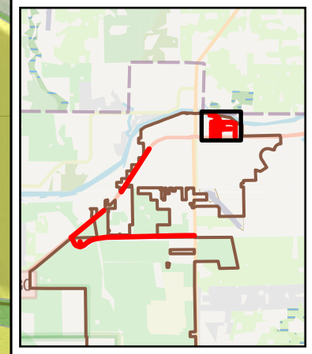
Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at users' sole risk. **Data Sources:** City of

Figure Exported: 4/15/2024 By: OMead Using: \\woodardcurran.net\Shared\Projects\0234532.02 LaBelle DW Fac Plan Asst Mgnt Plan\wp\GIS\LaBelle Florida\Existing Water System Map.aprx Layout: DW Facility Plan Mapbook

Drinking Water Facilities Plan Proposed Projects & FEMA Flood Zones

City of LaBelle, Florida

N



Project 2:
Zone B Water Main

Legend

- Hydrants
- Water Valves
- Water Supply Wells
- Finished Water Main
- Raw Water Main
- Proposed Finished Water Main
- City Limits

Flood Zone

- 100-year flood
- 500-year flood

0 150 300 Feet

1 IN = 300 FT

Woodard & Curran

Project #:0234532.02
Map Created: April 2024

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at t users' sole risk. **Data Sources:** City of L

Figure Exported: 4/19/2024 By: ONeal Using: \\woodardcurran.net\Shared\Projects\0234532.02 LaBelle DW Fac Plan Asst Mgnt Planning\GIS\LaBelle Florida\Existing Water System Map.aprx Layout: DW Facility Plan Mapbook

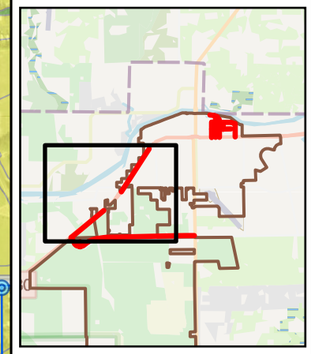
Drinking Water Facilities Plan Proposed Projects & FEMA Flood Zones

City of LaBelle, Florida

N

Project 2: State Route 80 Water Main Extension

Project 2: Helms Road Finished Water Main



Legend

- Hydrants
- Water Valves
- Water Supply Wells
- Finished Water Main
- Raw Water Main
- Proposed Finished Water Main
- City Limits

Flood Zone

- 100-year flood
- 500-year flood

0 500 1,000 Feet

1 IN = 1,000 FT

Woodard & Curran

Project #:0234532.02
Map Created: April 2024

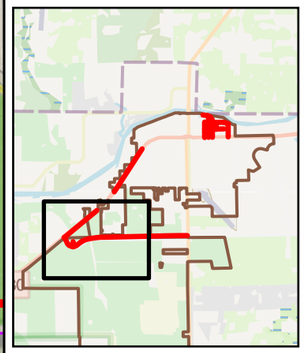
Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at users' sole risk. **Data Sources:** City of

Figure Exported: 4/15/2026 By: CWood Using: \\woodardcurran.net\Shared\Projects\0234532.02 LaBelle DW Fac Plan Asst Mgmt Planning\GIS\LaBelle Florida\Existing Water System Map.aprx Layout: DW Facility Plan Mapbook

Drinking Water Facilities Plan Proposed Projects & FEMA Flood Zones

City of LaBelle, Florida

N



Project 2: Helms Road Finished Water Main

Project 2: Storage Tank

Project 1: Existing Well Site No. 2 Generator Upgrades

Project 1: Existing Well Site No. 3 Generator Upgrades

Legend

- Hydrants
- Water Valves
- Water Supply Wells
- Finished Water Main
- Raw Water Main
- Proposed Finished Water Main
- City Limits

Flood Zone

- 100-year flood
- 500-year flood

0 400 800 Feet

1 IN = 800 FT

Woodard & Curran

Project #:0234532.02
Map Created: April 2024

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at users' sole risk. **Data Sources:** City of

Figure Exported: 4/15/2024 By: OMead Using: \\woodcurran.net\Shared\Projects\0234532.02 LaBelle DW Fac Plan Asst Mgmt Planning\GIS\LaBelle Florida\Existing Water System Map.aprx Layout: DW Facility Plan Mapbook

APPENDIX D: BUSINESS PLAN

DRINKING WATER STATE REVOLVING FUND BUSINESS PLA

Sponsor Name: City of LaBelle, Florida System Population: 5,065

DWSRF Project #: PWS ID#:

Contact Person and Title: Julie Wilkins, Mayor Telephone: (863) 675-2872

Mailing Address: 481 West Hickpochee Avenue City: LaBelle State: FL Zip: 33935

Contact for Finance Plan (if different): Telephone:

Mailing Address: City: State: Zip:

e-mail: juliewilkins@citylabelle.com Fax:

Source Type: ☒ Ground Water ☐ Purchase Water

☐ Surface Water ☐ Surface/Ground Combined

The Drinking Water State Revolving Fund Program (DWSRF), authorized by the 1996 amendments to the Safe Drinking Water Act, provides financial assistance to public water systems (PWS). To obtain this assistance, project sponsors must demonstrate Capacity Development or demonstrate how the assistance will ensure these requirements are met. The term Capacity Development takes into consideration three vital areas of a public water system: Technical, Managerial, and Financial capabilities.

FINANCIAL

A financial capability demonstration (and certification) is required well before the evaluation of the actual loan or grant application. This demonstration is necessary to ensure that the system has the financial capability to repay the loan, if applicable, and to adequately operate and maintain the system. Financial capability also includes funding future capital improvements that may be required. Please see Rule 62-552.700(4) in Chapter 62-552, F.A.C. for further details.

It is expected that the revenues to be dedicated to repaying a loan will be generated either from water and sewer utility operations or from water utility operations alone. If the source of revenues will not be from such enterprises, this set of worksheets alone will not satisfy the Department's needs. (Please contact the Department for further guidance if dedicated revenues will be generated externally to such utilities.)

The following worksheets have been developed to identify the minimum information needed. The completed worksheets should be used in disclosing DWSRF project financing to the public during the required dedicated revenue hearing. The worksheets can serve to identify the impacts of the SRF project on residential users and how the project fits into the project sponsor's overall capital improvement program for the water and sewer utility (or water utility, as appropriate). Supplemental capital financing documentation may be submitted with these worksheets and may be presented at the required dedicated revenue hearing.

The revenues being dedicated to repayment of the DWSRF loan are:	Water & Sewer Utility Rate Revenues
What is the frequency of water system billing?	monthly
How often are system rates reviewed for adequacy?	annually
When was the last time rates were reviewed?	2023
What resources and guidance does the water system use for setting water user rates, fees or charges?	AWWA
What is your water system bond rating?	
Is a rate increase necessary as a result of this project?	yes
What is the Median Household Income (MHI) for the entire system?	$49,371

Which, if any, of the following activities must be undertaken to implement the DWSRF project?

Acquire privately held land?	Yes ☐	No ☒
Acquire land held by another public water system entity?	Yes ☐	No ☒
Enter into inter-local or inter-project sponsoring agency's agreements?	Yes ☐	No ☒
Does the system have an annual budget with a separate reserve account for equipment replacement and/or capital improvement?	Yes ☒	No ☐
Does the system have a capital improvement plan? How many years does it cover? ____	Yes ☒	No ☐
Does the system have a governing board of directors?	Yes ☐	No ☐
Does the water system employ the services of a professional engineer?	Yes ☒	No ☐
Are there procedures for billing and collection?	Yes ☒	No ☐

Does the system have audited financial statements? Yes ☒ No ☐
Are there standard purchasing procedures that provide controls over expenditures? Yes ☒ No ☐
What year will construction be completed and repayments begin (for the first project)? FY2027
What is the estimated cost of your SRF project? $24,971,000

Please attach a copy of the user charge ordinance.

Table 1
WATER RATE REVENUE SUMMARY

		LAST YR. 2023	YEAR 1 (Current Year) 2024	YEAR 2 2025	YEAR 3 2026		SRF Project 2027
1.	Number of Residential Customers	1,979	2,040	2085	2,111		2,141
2.	Number of New Residential Service Connections	32	45	26	30		36
3.	Annual Residential Water Sales (Gallons)	115.6M	76.2M	115.6M	115.6M		115.6M
4.	Avg Daily Residential Usage (Gal/day) (Line 3 divided by line 1 divided by 365)	160	102	152	150		148
5.	Annual Residential Water Sales ($)	$1,413,211	$1,018,668	$1,580,301	$1,817,346		$2,089,948
6.	Average Annual Residential Bill (line 5 divided by line 1)	$714.11	$499.35	$757.94	$860.89		$976.16
7.	Annual Residential Bill Amount Uncollected	$46,422	$4,237	$4,237	$4,237		$4,237
8.	Total Residential Rates Collected (Line 5 minus line 7)	$1,366,789	$1,014,431	$1,576,064	$1,813,109		$2,085,711
9.	Impact and Connection Fees per Residential Service	$7,601	$7,601	$7,601	$7,601		$7,601
10.	Total Residential Impact and Connection Fees (Line 2 times line 9)	$102,191	$146,953	$200,000	$230,000		$280,000
11.	Number of Commercial Customers	475	475	475	475		475
12.	Number of New Commercial Service Connections	7	4	4	4		4
13.	Annual Commercial Water Sales (Gallons)	88,084,000	57,718,000	88,084,000	88,084,000		88,084,000
14.	Annual Commercial Water Sales ($)	$828,642	$559,630	$928,113	$1,067,330		$1,227,430
15.	Annual Commercial Bill Amount Uncollected	$21,273	$965	$965	$965		$965
16.	Total Commercial/Industrial Bills Collected (Line 14 minus line 15)	$807,369	$558,665	$927,148	$1,066,365		$1,226,465
17.	Impact and Connection Fees for Commercial Service	$3,378 / $4,223	$3,378 / $4,223	$3,885 / $4,856	$4,467 / $5,584		$5,137 / $6,422
18.	Total Commercial Impact and Connection Fees (Line 12 times line 17)	$23,648	$13,979	$41,500	$47,725		$49,384
19.	Bulk Water Sales	$22	$9	0	0		0
20.	Total Projected Water Revenue (Line 8+10+16+18+19)	$2,300,021	$1,734,038	$2,744,713	$3,157,200		$3,631,560

* Large meters should be checked annually for accuracy.

Instructions for Completing Table 1

Identify the source of the above information and explain methods used to develop the projections (*Attachment #* _____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations. In completing this table assume through year 3 that no SRF project is constructed. In the " SRF Project" column enter the numbers that reflect the first year in which the SRF loan will begin repayments. When completing the numbers in this column assume that the SRF project will be financed using 100% loan funding.

Line 1 Include the actual number of customers for last year and year 1 (current year). The numbers in years 2 and 3 should reflect an estimated number of residential customers, adjusted for growth. In the SRF column include the expected number of customers based on constructing your SRF project.

Line 2 This line is a subset of line 1. It should reflect the number of new customers for that year.

Line 3 This line is your total volume (gallons) of water used by your residential customers. Use actual gallons sold for Last Year and do an estimate for the current year based on total to-date. To determine Year 2 and 3 water sales, first calculate the average daily residential usage in gallons per day on line 4. The estimated water sales for Year 2 and 3 can now be determined by multiplying line 4 by line 1.

Line 4 This is the average daily residential usage (gallons per day) by a single residential customer. To get this number divide line 3 by line 1. Use Last Year and Current Year to project usage for Year 2 and 3. Usage should be fairly constant.

Line 5 This is your total residential water sales in dollars. Year 2 and 3 water sales should reflect any increases in rates (i.e. due to inflation). In the SRF column list what the sales would need to be if the SRF project was a 100% loan (to meet all expenses).

Line 6 To obtain the average annual residential bill, divide line 5 by line 1.

Line 7 This is the amount of the uncollected residential bills outstanding for the year.

Line 8 Line 5 minus line 7.

Line 9 This line is the impact and connection fee for new residential service.

Line 10 Multiply line 2 by line 9.

Line 11 Include the actual number of customers for last year and year 1 (current year). The numbers in years 2 and 3 should reflect an estimated number of commercial customers, adjusted for growth. In the SRF column include the expected number of customers based on constructing your SRF project.

Line 12 This line is a subset of line 11. It should reflect the number of new customers that will be charged an impact or connection fee.

Line 13 This line is your total volume (gallons) of water used by your commercial accounts.

Line 14 This is your total commercial water sales in dollars. Year 2 and 3 water sales should reflect any increases in rates (i.e. due to inflation). In the SRF column list what the sales would need to be if the SRF project was a 100% loan (to meet all expenses).

Line 15 This is the amount of the uncollected residential bills outstanding for the year.

Line 16 Total revenue collected for commercial accounts (line 14 minus line 15).

Line 17 This line is the impact and connection fee for new commercial/industrial accounts.

Line 18 Multiply line 12 by line 17.

Line 19 Total revenue for bulk water sales to consecutive systems.

Line 20 Total of line 8+10+16+18+19.

TABLE 2

INCOME, EXPENSES, AND CASH FLOW STATEMENT

	Income, Expense, and Cash Flow Statement	Last Yr. 2024	Year 1 2025	Year 2 2026	Year 3 2027		SRF Project 2028
	OPERATING REVENUES						
1	Water Rates	$2,181,230	$2,508,415	$2,884,677	$3,317,378		$3,814,985
2	Fire Protection						
3	Fees and Services	$261,000	$300,150	$345,173	$396,948		$456,191
4	Interest Income						
5a	Other –						
5b	Other –						
6	**Total (Lines 1 - 5)**	$2,442,230	$2,808,565	$3,229,849	$3,174,327		$4,271,476
	NON-OPERATING REVENUES						
7	Interest Income	$2,500	$2,500	$2,500	$2,500		$2,500
8	Interfund Transfer						
9	Proceeds from the Sale of Assets						
10	Leases and Extraction Fees						
11	Construction Grants	$1,094,050	0	0	0		0
12	Proceeds from Borrowing	0	0	$24,971,000	0		0
13	Equity Contribution	$500,000	0	0	0		0
14	Other -						
15	**Total (Lines 7 - 14)**	$1,652,563	$2,500	$24,973,500	$2,500		$2,500
	OPERATING EXPENSES						
	OPERATION AND MAINTENANCE						
16	Salaries (Operators)	$308,568	$317,825	$327,360	$337,181		$347,296
17	Benefits	$195,511	$201,376	$207,418	$213,640		$220,049
18	Utilities	$154,500	$159,135	$163,909	$168,826		$173,891
19	Chemicals & Treatment	$53,000	$54,590	$56,228	$57,915		$59,652
20	Monitoring	$22,100	$22,763	$23,446	$24,149		$24,874
21	Materials, Supplies & Parts	0	0	0	0		0
22	Transportation	$250	$258	$265	$273		$281
23	Purchased Water Costs	0	0	0	0		0
24	Outside Services –	$1,295,114	$1,333,967	$1,373,986	$1,415,206		$1,457,662
25	Other –	0	0	0	0		0
26	**Total (Lines 16 – 25)**	$2,029,043	$2,089,914	$2,152,612	$2,217,190		$2,283,706

	ADMINISTRATIVE						
27	Salaries and Benefits						
28	Building Overhead						
29	Office Supplies & Postage	$11,000	$11,330	$11,670	$12,020		$12,381
30	Insurance	$174,900	$180,147	$185,551	$191,118		$196,851
31	Customer Billing & Collection						
32	Accounting and Legal						
33	A/E & Professional Services						
34	Other -	$10,800	$11,124	$11,458	$11,801		$12,155
35	**TOTAL (Lines27 – 34)**	$196,700	$202,601	$208,679	$214,939		$221,388
36	**Net Operating Income (Line 6 minus 26 minus 35)**	$216,487	$516,049	$868,558	$1,282,197		$1,766,382
	NON-OPERATING EXPENSES						
37	Debt-Repayment – Principal and Interest	$775,000	$783,476	$784,176	$1,002,493		$2,225,633
38	Capital Improvements Acquisition of Plant Equipment	0	0	$24,971,000	0		0
39	Interfund Transfers	0	0	0	0		0
40	To General Fund	0	0	0	0		0
41	To Replacement Fund	0	0	0	0		0
42	To Emergency Fund	0	0	0	0		0
43	Depreciation Expenses (If money is set aside)	0	0	0	0		0
44	Other -	0	0	0	0		0
45	**TOTAL (Lines 37 + 44)**	$775,000	$783,476	$25,755,176	$1,002,493		$2,225,633
46	**Net Non-Operating Income (Line 15 minus Line 45)**	$877,563	($780,976)	($781,676)	($999,993)		($2,223,133)
47	**Net Income Before Taxes (Lines 36 + 46)**	$1,094,050	$264,926	$86,883	$282,204		($456,751)
	TAXES (N/A for publicly owned systems)						
48	Income Taxes						
49	Other Taxes						
50	**TOTAL (Lines 48 + 49)**						
51	**Net Income After Taxes (Line 47 minus 50)**	$1,094,050	$264,926	$86,883	$282,204		($456,751)

Instructions for Completing Table 2

Identify the source of the above information and explain methods used to develop the projections (*Attachment* # _____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.

REVENUES- Revenues include all sources of income to the system. They are separated on this form as: "Operating", lines 1-6 and "Non-Operating", lines 7-15. When using the subcategory "other" under any item, please write a descriptive term.

EXPENSES- Expenses include all those activities or purchases which incur cost for the system. Expenses can be estimated in various ways. One method bases the projections on historical expense. This can be accomplished by using historical costs and escalating them from known and projected changes. An example of a known change would be an increase in labor costs for the budget period due to known or anticipated salary increases. An example of a projected increase or escalation in costs would be a 5% annual inflation rate. Materials and Supplies expense, for instance, would be expected to increase with the projected inflation rate. Expenses are separated on this form in the same fashion as Revenues with further subtopics to more clearly define expenses. When using the subcategory "other" under any item please write a descriptive term and cross out the word "other". Expenses are separated on this form as "Operating", lines 16-26, "Administrative", lines 27-35, "Non-Operating", lines 37-45, and "Taxes" lines 48-50.

Lines 1 This line includes all money received for supplying water service. Information should come from completed Attachment 1.

Line 2 If a separate fee is charged for fire protection include on this line.

Line 3 Include all miscellaneous fees and charges generated by providing water service other than for the actual water service (for example, connection fees, bad check fees, reconnect fees, meter testing fees, etc.).

Line 4 Interest earned from cash on hand or on fees financed by the utility.

Line 5 If used, please describe.

Non-operating revenues are funds generated outside the water system and used by the water system to cover expenses.

Lines 7-15 Items should be clear, modify topics if needed.

Lines 16-17 Salaries and Benefits (Operators), include all compensation to employees of your system when the work is related to the system's O&M. This account should not include compensation of officers, directors, or general and administrative staff. Volunteer labor cannot be applied.

Line 18 Utilities, includes the cost of all electric power, gas, telephone, water (at least account for what is being used at the plant), and any other system-related expenses incurred in producing and delivering water.

Line 19 Chemicals and treatment is intended to cover the cost of all chemicals used in th treatment of your water.

Line 20 Monitoring, includes all water monitoring costs incurred by the system. This should include both in-house monitoring and analysis costs as well as outside laboratory costs.

Line 21 Materials, supplies, and parts means all materials and supplies used in the O&M of the water system and in providing and delivering the water to the customer. Include any repairs or parts needed in producing and delivering water. This would include grease, oil, and minor repairs to equipment. This should not include materials for administrative purposes such as postage, copying or copy machine supplies, billing forms, or letterhead.

Line 22 Transportation is intended to include all expenses related to trucks, automobiles, construction equipment, and other vehicle expense used in producing and delivering water to the customer.

Line 23 Include the cost of purchasing water. Use only if a consecutive system.

Administration expenses are considered overhead but not those directly related to O&M of the daily production and delivery of water to the customer. This category includes billing and administrative costs incurred by the system. For example, all meter reading costs, secretarial costs, postage, publications, reference materials, uncollectible debts insurance accounting services, and all other overhead items belong in this subsection.

Lines 27 Salaries and Benefits include all compensation to employees of your system in which the work is related to the administration of the system, such as officers, directors, secretarial, and meter reading salaries and benefits. This account should not include compensation of operators. If an employee performs both operation and meter reading a percentage of their salary should appear under the appropriate topic. For example, if an operator reads meters 25% of the time, ¾ of their salary should be shown on line 16 and ¼ of their salary on line 27.

Line 28 Overhead associated with the building itself such as, mortgage payment, insurance, taxes, maintenance, etc.

Line 29 Office supplies and postage includes all materials and supplies in administration of the water system. This includes office supplies, postage, copier charges, and paper.

Line 30 Insurance (Vehicles, Liability, Workers' Compensation) includes all insurance costs associated with the coverage for the vehicles, general liability, workers' compensation insurance, and other insurance costs related to the operation and administration of the system.

Line 31 Customer billing and collection should include all expenses specific to this function such as, special billing forms or software.

Lines 32 Accounting and legal expenses includes all salaries and wages with legal and accounting functions for the system even if they are outside services.

Line 33 A/E and professional services means all engineering and other professional services expenses associated with water system planning and design requirements.

Line 34 Other means expenses such as employee training and water certification requirements (classes, registration fees, travel, etc.), public relations campaigns and public notifications, etc. Also include any recurring expenses that did not fit into any of the above line items.

Non-operating expenses are ones that are necessary and paid by the water system, but are not part of daily O&M or Administration of the system. Debt Repayment and Capital Improvements are typical items that may appear on this type of analysis.

Lines 37-42 Expenses that are involved in operating or administering the water system that were not considered in the totals appearing on lines 26 and 35 should be shown in these items, modify if necessary.

Line 38 Capital improvements include facility and non-facility costs related to: 1) Meeting growth requirements or improving your system's infrastructure to provide better service and reliability to existing customers, 2) replacing or renovating existing facilities, or 3) to ensure compliance with drinking water regulations.

Line 39-42 Identify any transfer of funds used to offsets other non-water system related capital expenditures. These lines represent some possible categories, modify if needed.

Line 43 Depreciation expense only applies to systems which are currently depreciating investments made in the past (recovery of previously invested funds). Include amounts on this line only if money is actually set aside.

Line 44 Include any recurring non-operating expenses that did not fit into any of the above line items.

Taxes can be incurred in a variety of ways such as a state utility tax, business and occupation tax, property tax or federal income tax. Each of these taxes can be accounted for separately within the operating budget, modify if necessary.

Lines 48-49 Include any incurred taxes.

Identify Each Obligation		Coverage		
#1	r & Sewer Revenue Bond Series	15%		
#2	r & Sewer Revenue Bond Series	15%		
#3	r & Sewer Revenue Bond Series	15%		
#4	SRF Note	15%		
#5	DW SRF - LS260370	15%		
#6	NEW SRF Loan	15%		

Annual Debt Service (Principal Plus Interest)

Fiscal Year	#1	#2	#3	#4	#5	#6	Total Debt Service
2024	$563,885	$139,696	$64,226	$16,544	$0		$784,351
2025	$563,010	$139,696	$64,226	$16,544	$0		$783,476
2026	$563,970	$139,696	$64,226	$16,544	$0		$784,436
2027	$563,710	$139,696	$64,226	$16,544	$0		$784,176
2028	$564,258	$139,696	$64,226	$16,544	$217,770	$1,441,583	$2,444,076
2029	$563,585	$139,696	$64,226	$16,544	$0	$1,441,583	$2,225,633
2030	$562,720	$139,696	$64,226	$8,272	$0	$1,441,583	$2,216,496
2031	$563,663	$139,696	$64,226	$0	$0	$1,441,583	$2,209,167
2032	$563,358	$139,696	$64,226	$0	$0	$1,441,583	$2,208,862
2033	$562,833	$139,696	$64,226	$0	$0	$1,441,583	$2,208,337
2034	$564,088	$139,696	$64,226	$0	$0	$1,441,583	$2,209,592
2035	$563,068	$139,696	$64,226	$0	$0	$1,441,583	$2,208,572
2036	$563,828	$139,696	$64,226	$0	$0	$1,441,583	$2,209,332
2037	$563,313	$139,696	$64,226	$0	$0	$1,441,583	$2,208,817
2038	$563,550	$139,696	$64,226	$0	$0	$1,441,583	$2,209,054
2039	$564,513	$139,696	$64,226	$0	$0	$1,441,583	$2,210,017
2040	$564,173	$139,696	$64,226	$0	$0	$1,441,583	$2,209,677
2041	$563,558	$139,696	$64,226	$0	$0	$1,441,583	$2,209,062
2042	$564,668	$0	$64,226	$0	$0	$1,441,583	$2,070,476
2043	$563,448	$0	$64,226	$0	$0	$1,441,583	$2,069,256
2044	$563,953	$0	$64,226	$0	$0	$1,441,583	$2,069,761
2045	$563,128	$0	$0	$0	$0	$1,441,583	$2,004,710
2046	$564,000	$0	$0	$0	$0	$1,441,583	$2,005,583

SCHEDULE OF PRIOR, PARITY, OR PROJECTED REVENUES AND DEBT COVERAGE FOR RATE-BASED SYSTEM PLEDGED REVENUE

(Provide information beginning with the two fiscal years preceding the anticipated date of the first SRF loan repayment.)

	FY2024	FY2025	FY2026	FY2027	FY2028
(a) Net Operating Revenues. (Table 2 line 36)	$216,487	$516,049	$868,558	1,282,197	1,766,382
(b) Debt Service (including required coverage) pledged to all prior, parity, or projected projects (last column of Table 3).	$784,351	$783,476	$784,436	$784,136	$2,444,076
(c) Net Revenue (= a – b)	($567,864)	($267,426)	$84,123	$498,022	($677,694)

(d) Attach audited annual financial report(s), or pages thereof, and any other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF loan. (*Attachment #* _____)

(e) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (*Attachment #* _____)

(f) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment #_____)

(k) Identify the source of the above information and explain methods used to develop the projections (Attachment # _____). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.

LIST OF ATTACHMENTS (use additional sheets if necessary)

Attachment	Number

TECHNICAL: Accurate answers to the following questions will help identify the technical strengt as areas that may need improving within your system. If a question or section does not apply to your system, please write N/A for not applicable. For questions that ask you to rate your system from 1 to 5, answer 1 for worst case scenario and answer 5 for the best case scenario.

- System has current and accurate data showing average and peak gpd used — Yes ☒ No ☐
- System's capacity exceeds peak demand by more than 20% (Percentage - %) — Yes ☒ No ☒
- System can meet peak demand without pumping at peak capacity for extended periods. — Yes ☒ No ☐
- System has an emergency plan in place to meet system demand during a shortage (natural disaster or largest pump/well out, etc.) — Yes ☒ No ☐
- System has accurate records indicating types and percentage of customers use: — Yes ☒ No ☐

Residential 70% Commercial 30% Industrial _____% Dedicated Irrigation Meter 0%

- System has comprehensive water loss program that compares amount of water produced (plant meter) with total delivered through metered and unmetered service connections (system's unaccounted for water is 25%) — Yes ☒ No ☐

Purchase Water Systems **NA** ☒

System has a written agreement with the supplier that:

- ensures adequate supply of water during shortage conditions, — Yes ☐ No ☐
- does not require the purchase of a minimum amount of water (water is supplied through a meter), — Yes ☐ No ☐
- assures supplying water system will remain in compliance with the appropriate State or federal regulations, and — Yes ☐ No ☐
- assures purchasing system will be notified of any water quality issues. — Yes ☐ No ☐

Surface Water Systems and Systems Using Ground Water Under the Influence of Surface Water **NA** ☒

- System has redundancy for all critical treatment components — 1 2 3 4 5
- System monitors raw, settled, and individual filtered water turbidity — 1 2 3 4 5
- System consistently (95% of the time) has a filtered water turbidity of _____%, which is within the current standard of .3 NTU — 1 2 3 4 5
- System has the capability to add coagulant before the filter and disinfect at various points in the treatment process — 1 2 3 4 5
- System is evaluating (or has evaluated) changes necessary to meet the Enhanced Surface Water Treatment Rule — 1 2 3 4 5

  Some needed changes are: _____

_____

- System is evaluating (or has evaluated) changes needed to meet requirements in the Disinfection By Products Rule — 1 2 3 4 5

  Some planned modifications are: _____

_____

Ground Water System **NA** ☐

- A minimum of two sources of groundwater are provided — Yes ☒ No ☐
- Source water protection area provides a minimum 500 foot radius around each drinking water well — Yes ☒ No ☐
- Groundwater source capacity equals or exceeds the design maximum day demand and equals or exceeds the design average day demand with the largest producing well out of service — Yes ☒ No ☐
- System monitors raw water quality to determine appropriate treatment — 1 2 3 4 5
- System's well(s) have; air/vacuum relief valve, check valve, blow-off, by-pass, meter,

working sanitary seal, construction/maintenance records and are properly vented 1 2
- System routinely monitors drawdown 1 2 3 4 5

Disinfection

- System has adequate contact time of 360 minutes following disinfection and before the first user in the distribution system Yes ☒ No ☐
- Disinfection equipment is regularly inspected and maintained Yes ☒ No ☐
- A chlorine residual is maintained throughout the distribution system 1 2 3 4 5

Distribution System

- System has accurate information, including age, for pipe materials that currently make up the distribution system 1 2 3 4 5
- Water mains providing fire protection are a minimum of 6-inches in diameter Yes ☐ No ☒
- System is free of severe "water hammer" problems 1 2 3 4 5
- System tracks ranges of operating pressure, especially during peak demand 1 2 3 4 5
- System maintains a minimum operating pressure of 20 psi Yes ☒ No ☐
- Normal operating pressure is kept between 40 and 100 psi 1 2 3 4 5
- System has a routine leak detection program that uses (type of equipment)_____, repairs identified leaks quickly, and keeps water loss in the distribution system below _____%. Average number of leak repairs per year is 100 1 2 3 4 5
- System has a cross connection control program in place that addresses: evaluation of each service connection, installation of specified backflow preventer, training, record keeping, annual testing, and education 1 2 3 4 5
- System is working to eliminate dead ends in the mains 1 2 3 4 5
- System has a flushing program that operates _____ times a year 1 2 3 4 5
- System has a map showing the bacteriological, lead and copper, and TTHM (if applicable) sampling points 1 2 3 4 5
- System has accurate "as-built" maps of the distribution system posted that show: location of sources (or intakes), size of mains, dead end mains, valves, curb stops on service lines, and proximity of mains to other utilities (gas, electric, etc.) 1 2 3 4 5
- System has a routine valve exercise program 1 2 3 4 5
- All customers are metered and all meters are routinely calibrated 1 2 3 4 5
- Customer complaints are relatively infrequent 1 2 3 4 5
  List number of complaints in the past year: 2.

Pumping

- System has a pump maintenance program that includes annual inspection, scheduling of repair, and routine maintenance that is conducted by a qualified contractor 1 2 3 4 5
- System has standby or emergency power equipment that is routinely tested under load and can provide 100% of the average daily demand for 7 days 1 2 3 4 5

Storage

- System is able to meet peak demand without the high service pumps running at peak capacity for extended period 1 2 3 4 5
- System has adequate reserve capacity for fire protection. 1 2 3 4 5
  Total storage capacity of the system is 1 M gallons _____ gals
- System's 1 storage tanks receive routine inspection (every 3-5 years) to determine and schedule any needed maintenance 1 2 3 4 5
- All storage tanks are equipped with an altitude valve to prevent overflowing and are sized appropriately to ensure adequate turnover and no loss of water quality 1 2 3 4 5

- Storage tanks are covered and the surrounding areas are fenced 1 2
- Storage tanks have a drain valve and an entry hatch to allow access for cleaning and painting of the interior of the tank 1 2 3 4 5

MANAGERIAL: Answering the next set of question will help the system clearly define responsible staffing needs, operational needs, policies, and internal standard that guide system performance. For questions that ask you to rate your system from 1 to 5, answer 1 for worst case scenario and answer 5 for the best case scenario.

- System has a current organizational chart and accompanying position descriptions that clearly define responsibilities of staff members 1 2 3 4 5
- The plant is a category Class 2C plant operating 6 hours per day.

List names, class, and license numbers for all operators fulfilling staffing requirements:

Joseph Thomas – B 0012173 Salvador Mora – C 0025241

Troy Kepley – C 0023075

Juan Cardenas – C 0020126

- System is satisfied with service provided by contract operator(s) NA 1 2 3 4 5
- The operator's authority and responsibilities are clearly defined 1 2 3 4 5

Policies and Plans: Please indicate with a check mark the items for which the water system has written policies or plans.

☒ standard specifications	☒ connection policies	☒ main extension policies
☒ bacteriological sampling plan	☒ emergency operation plan	☒ Lead & Copper sample plan
☒ cross connection control plan	☒ record management plan	☒ TTHM
☒ general rules	☒ disconnection policy	☒ public education & outreach
☒ disaster response plan	☒ personnel policy	☒ Safety/Risk Management Policy

- Based on the answers above the system has: clear organizational structure, defined staffing requirements, and appropriate rules/policies 1 2 3 4 5

Operations and Maintenance: The items that follow are elements that may be contained in a thorough Operations and Maintenance (O&M) manual. A complete O&M manual is useful as a quick reference for anything from trouble shooting to emergency procedures. Please indicate with a check mark those items contained in the system's O&M manual.

Introduction and Overview

☒ System name	☒ System ID#	☒ location
☒ design flow capacity	☒ type of treatment	☒ water source
☐ available training	☒ publications available	

☒ Statement of the purpose of the manual and relay to the operator how to best obtain pertinent information

☒ organizational chart (note which activities require qualified and licensed/certified personnel)

General System Description

☒ a flow schematic (source to distribution)

☒ pumping capabilities (source, chemicals, and high service)

☒ storage (raw, finished water, and chemicals)

☒ system map showing location of all wells, intake structures, pumping stations, storage tanks, and the defined service area

System Operation and Control

☒ identification of major system components including a description of the normal operation of each component

☒ possible alternative operation modes and circumstances under which they would be used

☒ schematic diagrams of each treatment process

☒ preventative maintenance program (include inspections performed when the facility is off-line)

- ☒ common operating problems with methods of bypassing while being repaired
- ☒ importance of and how to use laboratory tests for process control
- ☒ routine system operation for each major system component this should include startup and shutdown procedures, safety procedures, and meter reading
- ☒ evaluation of overall system performance

Laboratory Testing

- ☒ identification of samples and tests needed for compliance as well as for process control.
- ☒ sampling locations, time, and methods
- ☒ how to interpret laboratory results and the use of these results to improve the process
- ☒ what should be in laboratory supply and chemicals inventory
- ☒ list of laboratory references;
- ☒ instructions for filling out worksheets for a sample (include completed example)
- ☒ for tests to be performed by outside laboratories, the name of the laboratory, contact person, telephone number, and method of requesting sample pick-up or schedule for sample pick-up

Records and Reports Section

- ☒ a general explanation of the purpose and importance of accurate records and reports
- ☐ a log of complaints and responses
- ☒ daily logs, maintenance records, laboratory records, monthly reports, monitoring reports, sanitary surveys, annual reports, operating cost reports, and accident reports.
- ☒ historical records (permits, standards, pumping capacity, consumption, and drawdown)
- ☒ list of equipment warranties and provisions
- ☒ specific area for filing records
- ☒ procedures for reporting to appropriate agencies (specify how long records should be kept)

Maintenance

- ☒ general information including purpose and value of scheduled and preventative maintenance
- ☒ preventative maintenance schedule and sample worksheets with instructions
- ☒ specifications for fuels, lubricants, filters, etc. for equipment
- ☒ troubleshooting charts or guides which reference pages in manufacturers' O&M manual or system's O&M manual as appropriate
- ☒ a record of data plate information on each piece of equipment maintained, this should include manufacturers' maintenance schedule for routine adjustments
- ☒ a work order system for maintenance of equipment with sample forms to accurately track O&M costs for each piece of equipment
- ☒ brief operation instructions for each piece of equipment with reference to the manufacturers' technical specifications for major system components
- ☐ a mechanism for storage and check out of specialized equipment used infrequently
- ☒ list of outside contract maintenance tasks
- ☒ contact person and phone numbers for equipment manufacturers, major suppliers, and all utilities serving the system
- ☐ list of special tools used and how to replace
- ☐ stocks of spare parts, supplies, chemicals and other items vital to system operation
- ☒ a system of requisitions and/or work orders used to distribute parts, supplies, chemicals, etc. for reorder purposes

Emergency Response Program

- ☒ pre-response activity such as; personnel assignments, emergency equipment inventory, filling a storage tank before a storm hits, copies of all emergency numbers. Laminated copy of phone numbers to keep readily accessible should include water system personnel responsible for making decisions in specific situations; including name, job title, home and work phone number (pager/cell phone number if available), police, fire departments, and for chemical spills or exposure CHEMTECH 800-424-9300.
- ☒ safety procedures for all personnel involved in the response

☒ a contingency plan to ensure proper treatment of water even in adverse conditions which may agreements with nearby water systems for equipment or personnel
☒ procedures for putting standby and emergency sources into active service
☒ procedures for notifying customers, the local health jurisdiction, and EPA of water quality problems
☒ systematic procedure for returning to normal operation

Appendix

The appendix can contain documents and other information that cannot be easily incorporated into the body of the manual. Large documents such as copies of plans and specifications may be stored separately from the main manual. The following list has examples of items that might be included in appendices. Please check all that apply to your O&M Manual.

☒ Detailed design criteria	☒ User Charge System	☒ Approved shop drawings
☒ Schematics	☒ Piping color codes	☐ Valve indices or schedule
☒ As-built drawings	☒ Drinking water rules/Ordinance	☒ Manufacturers' manuals

- Based on the answers above please rate the system's current O&M Manual. 1 2 3 4 5

The last set of questions is designed to help you evaluate the systems' source(s). Please read the item then circle the number from 1 (needs improving) to 5 (top notch) that you feel best describes your systems' current status relative to that item or check boxes as appropriate.

- System has an active Source Water Assessment Program 1 2 3 4 5

For Ground Water Systems:

- System has accurate historical information (like well driller's log and construction records) for each well 1 2 3 4 5
- Well(s) have the "zone of contribution" identified on a map 1 2 3 4 5
- No storage of potential contaminants in close proximity of well(s) 1 2 3 4 5
- Well(s) are housed and fenced and have an appropriate concrete pad 1 2 3 4 5
- Well casing(s) extend at least 12" above floor or ground 1 2 3 4 5

Name of aquifer is known: ☒ Yes ☐ No
Aquifer is: Upper Floridian ☐ Confined ☒ Unconfined

For Surface Water Systems:

- Commercial, industrial, or agricultural operations up stream are identified 1 2 3 4 5
- System has provided a contact to these facilities in case of an accidental release 1 2 3 4 5
- System performs up stream monitoring 1 2 3 4 5
- System has a raw water reservoir of _____ gallons that acts as a buffer 1 2 3 4 5

Overall:

- System has adequate knowledge and program activity to protect and ensure an adequate supply of drinking water 10 years into the future 1 2 3 4 5

CERTIFICATION: I, the undersigned authorized representative of the applicant, hereby certify that all information contained in this form and attachments is true, correct, and complete to the best of my knowledge and belief. I also certify that I have been duly authorized to file the business plan and to provide these assurances.

Signature Of Authorized Representative _____

Name (Please Print) _____

Title _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

APPENDIX E: REQUIREMENTS FOR SUPPLEMENTAL APPROPRIATIONS FOR HURRICANES FIONA AND IAN (SAHFI)

In September 2022, Hurricane Ian, a powerful Category 4 storm, struck Florida, causing widespread devastation. Hurricane Ian significantly impacted the City of LaBelle's water and wastewater treatment infrastructure, causing widespread disruptions and exposing vulnerabilities across multiple systems. The storm's effects highlighted critical areas for improvement to ensure resiliency for future events including the following:

1. Source Water and Treatment Challenges

- **Electrical Disruptions**: Extensive power surges and outages, caused by high winds and lightning strikes, affected source wells and water treatment facilities. Backup systems were insufficient to maintain continuous operations, leading to fluctuations in water pressure.
- **Equipment Damage**: Lightning and flooding damaged key treatment components, including pump motors, control panels, and chemical feed systems, necessitating emergency repairs.
- **Chemical Supply Issues**: Delays in chemical deliveries disrupted the treatment process. Existing chemical storage tanks lacked sufficient capacity to accommodate extended supply interruptions.

2. Water Distribution System Vulnerabilities

- **Pressure Fluctuations**: Inconsistent power supply led to water hammer effects, straining, and damaging the distribution system piping.
- **Damaged Isolation Valves and Hydrants**: Non-functional isolation valves and aging fire hydrants limited the City's ability to isolate failures and ensure adequate fire protection.
- **Single Points of Failure**: Dead ends in the distribution system caused localized outages, exacerbating service interruptions.

3. Wastewater Treatment Challenges

- **Access Restrictions**: Fallen trees blocked dirt roads leading to wastewater treatment facilities, delaying critical maintenance and emergency operations.
- **Camera and Monitoring System Failures**: Damage to SCADA systems and lack of online access to the facilities cameras hindered remote monitoring and real-time system management.
- **Flooding and Erosion**: Excessive rainfall and localized flooding impacted the structural integrity of wastewater treatment facilities, complicating operations.

4. Broader Operational Impacts

- **Emergency Power Deficits**: Limited backup power systems could not sustain operations during prolonged outages, exposing the need for additional portable and stationary generators.
- **Communication Breakdowns**: Damaged infrastructure impeded coordination between response teams and regulatory agencies.
- **Aging Plant Equipment**: The water treatment plant's aging equipment was severely stressed. All of the critical service pumps downstream of the RO system, including the clearwell, high service,

and concentrate deep well injection pumps, are at the end of their useful life and need to be replaced to insure reliable and energy efficient operation.

- **Redundancy**: The hurricane highlighted the lack of redundancy in certain areas of the water treatment system including capacity limits if one RO train is out of service, storage limitations with the City only having the storage capacity of one ground storage tank, and supply limitations due to size restrictions in water distribution piping and inadequate distribution system looping.

In summary, Hurricane Ian exposed a significant number of critical vulnerabilities in LaBelle's water treatment and supply system, highlighting the need for modernization and improved resilience and redundancy to protect against water supply disruption as a result of future similar events. Pictures of damage around the City of LaBelle as a result of Hurricane Ian are included in this Appendix E. Many of the improvements to address the vulnerabilities had already been identified in the City's Drinking Water Facility Plan. The following items were added or removed from the scope of Projects 1 and 2 in the Drinking Water Facility Plan to address additional needs or vulnerabilities identified as a result of Hurricane Ian:

<u>Project 1 – Water Source and Treatment Improvements</u>

- Added replacement of (2) 50 HP High Service Pumps, (2) 100 HP High Service Pumps, (2) 40 HP Concentrate Pumps, and (2) 30 HP Clearwell Pumps
- Added purchase of critical operating shelf spares for long lead equipment including replacement Variable Frequency Drives for the source water well pumps and motor-operated valves for the RO skids
- Added upgrading of the camera system at the water plant to allow for remote monitoring of the camera system at both the source water wells and the water treatment plant
- Added controls and electrical improvements to provide a greater level of protection against lightning strikes and Florida Power & Light power surges

<u>Project 2 – Water Distribution and Storage Upgrades</u>

- Removed State Road 80 & Helms Road Water Main Extensions; this work is being contracted and executed separately
- Removed Zone B Water Main Improvements – this work is being contracted and executed separately
- Added pressure surge/water hammer prevention equipment on downstream side of high service pumps for protection of distribution system
- Added replacement of undersized hydrants or hydrants at end of useful life that are not providing adequate fire flow capacity
- Added water main improvements to replace undersized pipes that are limiting distribution during fire flow events
- Added water main improvements to eliminate some of the significant system dead ends that have been created by unmanaged distribution system additions over the last 80 years resulting in poor water distribution to certain areas of the network.

Updated construction cost estimates and life cycle cost estimates that incorporate the above changes are included in this Appendix E and are summarized below in Table E-1. The total capital cost of the recommended projects is estimated to be $19.45 million in 2024 dollars.

Table E-5: Updated Selected Plan Proposed Costs

	Project 1 – Source & Treatment Upgrades	Project 2 – Distribution and Storage Upgrades
Construction Base Cost (2024)	$4,080,000	$10,556,000
Construction Contingency 10%	$420,000	$1,101,000
Engineering, Permitting and Design 10%	$420,000	$1,101,000
Engineering Services During Construction 8%	$336,000	$881,000
Fiscal, Legal and Administration 3%	$126,000	$330,000
Land Acquisition	$0	$100,000
Construction Escalation to mid-point of construction (end of 2026 7%)	$799,000	$2,104,000
Total Opinion of Capital Costs	**$6,162,000**	**$16,108,000**

The City of LaBelle is seeking SAHFI funding for work associated with the projects identified in the Drinking Facility Plan which involve Water Source and Treatment Improvements (Project 1) and New Water Distribution System and Storage Upgrades (Project 2). This work is eligible for SAHFI funding as it satisfies the goals described within the Hurricane Ian Special Appropriation Florida Requirements guidance for the following purposes:

Subpart L – Drinking Water State Revolving Funds:
Authority: Section 1452 of the Safe Drinking Water Act, as amended, 42 U.S.C. 300j-12

Project 3 in the Facility Plan, relating to meter replacements, does not satisfy the goals and therefore funding under SAHFI is not being sought for this particular project.

Specific project elements of Projects 1 & 2 meet a number of the program goals specified within Attachment 2 of the Memorandum dated September 7, 2023 and titled "Award and Implementation of the 2023 State Revolving Fund Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI)" from the United States Environmental Protection Agency (EPA). LaBelle's proposed projects specifically meet the following program goals:

A. Project 1 – Source and Treatment Upgrades SAHFI Compliance

I. Drinking Water SRF - SAHFI Requirement I

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

c. Replacement of damaged equipment with more energy efficient equipment

Project 1 Specific Project Compliance Element - Project 1 will include replacement of the four (4) high service pumps – two (2) 50 HP and two (2) 100 HP - which are at the end of their useful life, with new pumps with premium efficiency motors. Also, one (1) additional 50 HP propane powered high service pump will be provided as a backup high service pump to be put into service in the event of loss of primary and backup electrical power at the water treatment plant.

g. Installation/construction of redundant distribution system components and equipment

Project 1 Specific Project Compliance Element – Project 1 includes (1) 50 HP high service propane driven backup pump to provide pumping of finished water to the distribution system upon loss of power at the water treatment plant.

II. Drinking Water SRF - SAHFI Requirement III

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

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

Project 1 Specific Project Compliance Element - Project 1 includes a new propane powered pump for finished water transfer from the clearwell to the ground storage tank to allow for pump operation independent of the availability of electricity. The selected alternative for Project 1 also includes new emergency backup generators for the source water well pumps and a portable trailer-mounted genset to provide for a backup power supply which can be utilized at the water treatment plant or the source water wells in the event of stationery genset failure.

b. Replacement of damaged equipment with more energy efficient equipment

Project 1 Specific Project Compliance Element - Project 1 will include replacement of the clearwell and concentrate pumps – (2) 30 HP clearwell pumps and (2) 40 HP concentrate pumps – which are at the end of their useful life. In addition, the existing clearwell pumps are a non-standard pump design which is very difficult to repair and service. These pumps will be replaced with new pumps with premium efficient motors.

c. Physical "hardening" or waterproofing of pumps and electrical equipment at pump stations and other components of distribution systems (including storage facilities and associated equipment) through upgrade or replacement, including:
Waterproofing electrical components (e.g., pump motors)

- Waterproofing circuitry
- Dry floodproofing/sealing of structure to prevent floodwater penetration
- Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage-resistant windows, storm shutters)

Project 1 Specific Project Compliance Element – Project 1 includes improving the chemical storage and pumping at the water treatment plant to prevent unexpected failures of equipment at the end of its useful life, eliminate safety and environmental risks with the existing containment and drainage under the existing chemical storage canopy, protect critical chemical feed equipment from weather-related damages, and provide more resilience to the chemical storage area. The canopy structure over the existing chemical feed systems will be replaced with a climate controlled building. The sodium hypochlorite chemical feed and storage system will be moved from its existing location in a stand-alone shed into the new building with the other chemical feed systems and storage tanks. Chemical feed systems and storage tanks will be increased in size to accommodate the larger capacity of the upgraded RO skids (ref. A.II.g. below). The existing fiberglass control panels will be replaced with 316SS NEMA 4X panels to protect power and controls equipment from spraying water and/or chemicals.

f. Installation of larger capacity storage tanks

- Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
- Installation of larger capacity fuel storage tanks for back-up generators
- Installation of larger capacity water storage facilities (e.g., raw water reservoirs, backwash tanks, contact basins)

Project 1 Specific Project Compliance Element - Project 1 will double the capacity of the chemical storage systems, adding redundancy to mitigate the effect of failures and backup capacity to mitigate delays in delivery of chemicals as a result of a flood or natural disaster.

g. Installation/construction of redundant system components and equipment

Project 1 Specific Project Compliance Element – Project 1 includes new membranes and additional pressure vessels to expand the two (2) RO trains from 0.75 MGD to 1.125 MGD each. The upgraded skids will allow the City to continue to supply water to residents if one of the reverse osmosis treatment trains is offline. A third finished water clearwell pump will be added. This pump will be propane powered to allow the transfer of finished water from the clearwell to the ground storage tank when power is unavailable at the water treatment plant. A trailer mounted generator will provide the

City with backup power capabilities and the ability to move the power supply to the location where it is most needed in the event one of the stationary generators fails. Project 1 also includes the purchase of critical shelf spares including RO skid motor operated valves and VFDs for the source water wells to provide equipment redundancy for difficult to repair equipment with long lead times.

h. SCADA system projects to allow remote or multiple system operation locations

Project 1 Specific Project Compliance Element - Project 1 includes SCADA upgrades which consist of an upgraded camera system at the water treatment plant to allow for remote monitoring of the plant and source water wells and improvements to controls and power surge protection, including possible improvements to lightning protection and grounding at the water treatment plant and source water wells to enable the facilities to better handle lightning strikes and utility-side power surges. Project 1 also includes SCADA upgrades to incorporate the RO skid and chemical feed system upgrades into the existing SCADA system.

B. Project 2 – Distribution and Storage Upgrades SAHFI Compliance

I. Drinking Water SRF - SAHFI Requirement I

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

a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities

Project 2 Specific Project Compliance Element – Project 2 will provide backup power to all equipment associated with the new elevated storage tank which will be integrated into the design of the new backup gensets at the source water supply wells.

c. Replacement of damaged equipment with more energy efficient equipment

Project 2 Specific Project Compliance Element - Project 2 includes a hydropneumatic tank or other pressure surge or water hammer prevention equipment connected to the water distribution system to prevent pressure surges in the distribution system at high service pump startup and shutdown that result in damages to the distribution system piping. Project 2 also includes the replacement of fire hydrants throughout the City that are undersized and at the end of their useful life which increases the risk of the City not being able to protect the public during fire emergencies. And Project 2 includes identification and replacement of non-functional water main isolation gate valves. Non-functional isolation valves prevent the City from being able to quickly isolate piping failures in the distribution system which can result in the loss of large volumes of finished water when operators struggle to close valves (or locate working valves) as

well as the need to isolate much larger sections of the distribution system than would otherwise be necessary.

g. Installation/construction of redundant distribution system components and equipment

Project 2 Specific Project Compliance Element - Project 2 includes new transmission and distribution mains that will eliminate some of the distribution system dead ends around the City and create looping in LaBelle's system, including an extension of the water main along SR80 from the Wal-Mart north of Helms Road to Miller Avenue, to minimize the number of single points of failure that can lead to water outages and to better balance flow distribution throughout the network. Additionally, the selected alternative for Project 2 includes new storage capacity to bring LaBelle's total finished water storage capacity up to the amount required by F.A.C. 62-555.320 (19)(a) and to maintain storage and supply of drinking water in the event one of the system's storage tanks is taken offline. Project 2 will also include replacement of sections of piping in the water distribution system that currently limit distribution of adequate fire flow to hydrants around the city.

II. Drinking Water SRF - SAHFI Requirement III

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

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

Project 2 Specific Project Compliance Element - Project 2 includes a propane powered backup pump for finished water distribution from the treatment plant during periods when the water treatment plant is without utility-supplied or generator-supplied electricity.

b. Replacement of damaged equipment with more energy efficient equipment

Project 2 Specific Project Compliance Element - Project 2 includes replacement of the four (4) high service pumps which are at the end of their useful life with new pumps with premium efficient motors.

f. Installation of larger capacity storage tanks

- Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
- Installation of larger capacity fuel storage tanks for back-up generators
- Installation of larger capacity water storage facilities (e.g., raw water reservoirs, backwash tanks, contact basins)

Project 2 Specific Project Compliance Element – Project 2 includes a new 1MG elevated storage tank to provide additional and redundant storage of finished drinking water for the City.

g. Installation/construction of redundant system components and equipment

Project 2 Specific Project Compliance Element – Covered above under B.II.a. and f.

C. 500-Year Floodplain:

Flood zones for the planning area are designated in Figure 2-3 of the Facilities Plan. Most of the proposed planning area falls within Zone A, AE, AH, and X floodplain with minimal to moderate flood hazard. The drinking water treatment facility and source water well locations on FEMA's hazard map confirm that the plant and water wells are located outside of the 0.2% Annual Chance Flood Hazard referred to as the 500-Year Floodplain, providing enhanced redundancy and resiliency of the system during major flood events and natural disasters.

Project 1 Alternative 1 Conceptual Cost Estimate - SAHFI Revision
Source and Treatment Upgrades - Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Reverse Osmosis Skids Expansion

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
Reverse Osmosis Upgrades							
1	New Reverse Osmosis Cartridge Products	EA	$ 25,000	20	$ 500,000	$ 100,000	$ 1,016,000
2	New Membranes for Existing Reverse Osmosis Cartridges	LS	$ 275,000	1	$ 275,000	$ 55,000	$ 559,000
3	Piping and install	LS	$ 250,000	1	$ 250,000	$ -	$ 250,000
4	MWTF Camera System Upgrade	LS	$ 30,000	1	$ 30,000	$ 5,000	$ 60,000
New Pumps							
5	100 HP Propane-Driven Centrifugal High Service Pump and Motor 1,850 gpm @ 140 ft TDH	EA	$ 120,000	1	$ 120,000	$ 48,000	$ 155,000
6	30 HP Propane-Driven Vertical-Turbine Chlorine Contact Chamber Vertical Turbine Pump and Motor 1,050 gpm @ 39 ft TDH	EA	$ 50,000	1	$ 50,000	$ 20,000	$ 65,000
7	100 HP High Service Pumps	EA	$ 75,000	2	$ 150,000	$ 15,000	$ 293,000
8	50 HP High Service Pumps	EA	$ 55,000	2	$ 110,000	$ 15,000	$ 219,000
9	40 HP Concentrate Pumps	EA	$ 60,000	2	$ 120,000	$ 15,000	$ 238,000
10	30 HP Clearwell Pumps	EA	$ 50,000	2	$ 100,000	$ 15,000	$ 201,000
11	10" Ductile Iron Pipe for New Pumps	LF	$100	40	$ 4,000	$ 2,800	$ 4,000
12	10" Check Valve for New Pumps	EA	$ 2,820	2	$ 5,640	$ 2,256	$ 7,000
13	10"x6" Flanged Eccentric Reducer for New Pumps	EA	$ 1,200	2	$ 2,400	$ 960	$ 3,000
14	6" Ductile Iron Restrained Coupling Adapter	EA	$ 1,000	4	$ 4,000	$ 1,600	$ 5,000
15	Structural Pad for New Pump (Assumed 15' x 8' x 12")	EA	$ 5,000	1	$ 5,000	$ 3,500	$ 5,000
16	Instrumentation	LS	$ 45,000	1	$ 45,000	$ 9,000	$ 91,000
17	SCADA Implementation	LS	$ 20,000	1	$ 20,000	$ 4,000	$ 41,000
18	Spare parts - well VFDs and RO MOVs	LS	$ 100,000	1	$ 100,000	$ 40,000	$ 129,000
Well Generator Upgrades							
19	100 kW Generator	EA	$ 75,000	3	$ 225,000	$ 76,500	$ 497,000
20	Transfer Switches for 100 kW Generator	EA	$ 10,000	2	$ 20,000	$ 6,800	$ 44,000
21	Surge Protectors for 100 kW Generator	EA	$ 5,000	2	$ 10,000	$ 3,400	$ 22,000
22	Other Power Surge and Lightning Protection	LS	$ 100,000	1	$ 100,000	$ 34,000	$ 221,000
23	Instrumentation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
24	SCADA Implementation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
25	Testing Allowance	LS	$ 2,000	1	$ 2,000	$ 800	$ 3,000
Chemical Storage and Pumping Upgrades							
26	Sodium Hypochlorite - 2,000-Gallon Bulk Tank	EA	$ 6,000	2	$ 12,000	$ 2,400	$ 24,000
27	Sodium Hypochlorite - 75-Gallon Day Tank	EA	$ 500	1	$ 500	$ 100	$ 1,000
28	Sodium Hypochlorite - 6.0 gal/hour Duplex Pump Skid	EA	$ 5,000	2	$ 10,000	$ 2,000	$ 21,000
29	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
30	Sulfuric Acid - 500-Gallon Bulk Tank	EA	$ 1,200	1	$ 1,200	$ 240	$ 3,000
31	Sulfuric Acid - 30-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
32	Sulfuric Acid - 1.5 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
33	Sulfuric Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
34	Orthophosphate - 275-Gallon Bulk Tank	EA	$ 1,000	1	$ 1,000	$ 200	$ 2,000
35	Orthophosphate - 10-Gallon Day Tank	EA	$ 200	1	$ 200	$ 40	$ -
36	Orthophosphate - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
37	Orthophosphate - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
38	Sodium Hydroxide - 1,550-Gallon Bulk Tank	EA	$ 1,800	1	$ 1,800	$ 360	$ 3,000
39	Sodium Hydroxide - 40-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
40	Sodium Hydroxide - 3.0 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
41	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
42	Hydrofluorosilicic Acid - 240-Gallon Bulk Tank	EA	$ 900	1	$ 900	$ 180	$ 2,000
43	Hydrofluorosilicic Acid - 35-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
44	Hydrofluorosilicic Acid - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
45	Hydrofluorosilicic Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
46	Antiscalant - 55-Gallon Bulk Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
47	Antiscalant - 25-Gallon Day Tank	EA	$ 300	1	$ 300	$ 60	$ -
48	Antiscalant - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
49	Antiscalant - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
50	New Chemical Storage Building with Secondary Containment	EA	$ 1,002,700	1	$ 1,002,700	$ 401,080	$ 1,298,000
Other Construction Costs							
51	Mobilization/Demobilization (5%)	5%	$ 166,000	1	$ 166,000		$ 166,000
52	Insurance and Bonds (3%)	3%	$ 99,000	1	$ 99,000		$ 99,000
53	General Conditions	5%	$ 166,000	1	$ 166,000		$ 166,000
54	Overhead & Profit	10%	$ 332,000	1	$ 332,000		$ 332,000
SUBTOTAL					**$ 4,080,000**		**$ 6,325,000.00**
NON-CONSTRUCTION COSTS							
55	Contingency	10%	$ 420,240	1	$ 420,000		$ 420,000
56	Engineering, Permitting, and Design	10%	$ 420,240	1	$ 420,000		$ 420,000
57	Engineering Services During Construction	8%	$ 335,580	1	$ 336,000		$ 336,000
58	Legal and Administration	3%	$ 126,480	1	$ 126,000		$ 126,000
TOTAL					**$ 5,382,000**		**$ 7,627,000.00**

Project 1 Alternative 2 Conceptual Cost Estimate - SAHFI Revision
Source and Treatment Upgrades - Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Replace Existing Reverse Osmosis Skids with New, Larger Reverse Osmosis Skids

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
Reverse Osmosis Upgrades							
1	Demolish Existing Reverse Osmosis Skids	EA	$ 50,000	2	$ 100,000	$ 20,000	$ 203,000
2	New 1.5 MGD Reverse Osmosis Membrane Skid	EA	$ 1,200,000	2	$ 2,400,000	$ 480,000	$ 4,876,000
New Pumps							
3	100 HP Propane-Driven Centrifugal High Service Pump and Motor 1,850 gpm @ 140 ft TDH	EA	$ 120,000	1	$ 120,000	$ 48,000	$ 155,000
4	30 HP Propane-Driven Vertical-Turbine Chlorine Contact Chamber Vertical Turbine Pump and Motor 1,050 gpm @ 39 ft TDH	EA	$ 50,000	1	$ 50,000	$ 20,000	$ 65,000
5	10" Ductile Iron Pipe for New Pumps	LF	$100	40	$ 4,000	$ 2,800	$ 4,000
6	10" Check Valve for New Pumps	EA	$ 2,820	2	$ 5,640	$ 2,256	$ 7,000
7	10"x6" Flanged Eccentric Reducer for New Pumps	EA	$ 1,200	2	$ 2,400	$ 960	$ 3,000
8	6" Ductile Iron Restrained Coupling Adapter	EA	$ 1,000	4	$ 4,000	$ 1,600	$ 5,000
9	Structural Pad for New Pump (Assumed 15' x 8' x 12")	EA	$ 5,000	1	$ 5,000	$ 3,500	$ 5,000
10	Instrumentation	LS	$ 45,000	1	$ 45,000	$ 9,000	$ 91,000
11	SCADA Implementation	LS	$ 5,000	1	$ 5,000	$ 1,000	$ 10,000
Well Generator Upgrades							
12	100 kW Generator	EA	$ 75,000	2	$ 150,000	$ 51,000	$ 331,000
13	Transfer Switches for 100 kW Generator	EA	$ 10,000	2	$ 20,000	$ 6,800	$ 44,000
14	Surge Protectors for 100 kW Generator	EA	$ 5,000	2	$ 10,000	$ 3,400	$ 22,000
15	Other Power Surge and Lightning Protection	LS	$ 100,000	1	$ 100,000	$ 34,000	$ 221,000
16	Instrumentation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
17	SCADA Implementation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
18	Transfer Switches for 100 kW Generator	EA	$ 2,000	2	$ 4,000	$ 1,360	$ 9,000
19	Surge Protectors for 100 kW Generator	EA	$ 1,000	2	$ 2,000	$ 680	$ 4,000
20	Instrumentation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
21	SCADA Implementation	LS	$ 1,000	1	$ 1,000	$ 200	$ 2,000
22	Testing Allowance	LS	$ 2,000	1	$ 2,000	$ 800	$ 3,000
Chemical Storage and Pumping Upgrades							
23	Sodium Hypochlorite - 2,000-Gallon Bulk Tank	EA	$ 6,000	2	$ 12,000	$ 2,400	$ 24,000
24	Sodium Hypochlorite - 75-Gallon Day Tank	EA	$ 500	1	$ 500	$ 100	$ 1,000
25	Sodium Hypochlorite - 6.0 gal/hour Duplex Pump Skid	EA	$ 5,000	2	$ 10,000	$ 2,000	$ 21,000
26	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
27	Sulfuric Acid - 500-Gallon Bulk Tank	EA	$ 1,200	1	$ 1,200	$ 240	$ 3,000
28	Sulfuric Acid - 30-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
29	Sulfuric Acid - 1.5 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
30	Sulfuric Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
31	Orthophosphate - 275-Gallon Bulk Tank	EA	$ 1,000	1	$ 1,000	$ 200	$ 2,000
32	Orthophosphate - 10-Gallon Day Tank	EA	$ 200	1	$ 200	$ 40	$ -
33	Orthophosphate - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
34	Orthophosphate - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
35	Sodium Hydroxide - 1,550-Gallon Bulk Tank	EA	$ 1,800	1	$ 1,800	$ 360	$ 3,000
36	Sodium Hydroxide - 40-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
37	Sodium Hydroxide - 3.0 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
38	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
39	Hydrofluorosilicic Acid - 240-Gallon Bulk Tank	EA	$ 900	1	$ 900	$ 180	$ 2,000
40	Hydrofluorosilicic Acid - 35-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
41	Hydrofluorosilicic Acid - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
42	Hydrofluorosilicic Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
43	Antiscalant - 55-Gallon Bulk Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
44	Antiscalant - 25-Gallon Day Tank	EA	$ 300	1	$ 300	$ 60	$ -
45	Antiscalant - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
46	Antiscalant - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
47	New Chemical Storage Building with Secondary Containment	EA	$ 1,100,000	1	$ 1,100,000	$ 440,000	$ 1,424,000
Other Construction Costs							
48	Mobilization/Demobilization (5%)	5%	$ 210,000	1	$ 210,000		$ 210,000
49	Insurance and Bonds (3%)	3%	$ 126,000	1	$ 126,000		$ 126,000
50	General Conditions	5%	$ 210,000	1	$ 210,000		$ 210,000
51	Overhead & Profit	10%	$ 421,000	1	$ 421,000		$ 421,000
SUBTOTAL					**$ 5,173,000**		**$ 8,608,000.00**
NON-CONSTRUCTION COSTS							
52	Contingency	10%	$ 532,819	1	$ 533,000		$ 533,000
53	Engineering, Permitting, and Design	10%	$ 532,819	1	$ 533,000		$ 533,000
54	Engineering Services During Construction	8%	$ 425,479	1	$ 425,000		$ 425,000
55	Legal and Administration	3%	$ 160,363	1	$ 160,000		$ 160,000
TOTAL					**$ 6,824,000**		**$ 10,259,000.00**

Project 1 Alternative 3 Conceptual Cost Estimate - SAHFI Revision
Source and Treatment Upgrades - Construction of New Backup Generators at Well Sources, Chemical Storage and Pumping Upgrades, and Replace Existing Reverse Osmosis Skids with New Ultrafiltration Membrane Skids

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
Reverse Osmosis Upgrades							
1	Demolish Existing Reverse Osmosis Skids	EA	$ 50,000	2	$ 100,000	$ 20,000	$ 203,000
2	New 1.5 MGD Ultrafiltration Membrane Skid	EA	$ 1,000,000	2	$ 2,000,000	$ 400,000	$ 4,063,000
New Pumps							
3	100 HP Propane-Driven Centrifugal High Service Pump and Motor 1,850 gpm @ 140 ft TDH	EA	$ 120,000	1	$ 120,000	$ 48,000	$ 155,000
4	30 HP Propane-Driven Vertical-Turbine Chlorine Contact Chamber Vertical Turbine Pump and Motor 1,050 gpm @ 39 ft TDH	EA	$ 50,000	1	$ 50,000	$ 20,000	$ 65,000
5	10" Ductile Iron Pipe for New Pumps	LF	$100	40	$ 4,000	$ 2,800	$ 4,000
6	10" Check Valve for New Pumps	EA	$ 2,820	2	$ 5,640	$ 2,256	$ 7,000
7	10"x6" Flanged Eccentric Reducer for New Pumps	EA	$ 1,200	2	$ 2,400	$ 960	$ 3,000
8	6" Ductile Iron Restrained Coupling Adapter	EA	$ 1,000	4	$ 4,000	$ 1,600	$ 5,000
9	Structural Pad for New Pump (Assumed 15' x 8' x 12")	EA	$ 5,000	1	$ 5,000	$ 3,500	$ 5,000
10	Instrumentation	LS	$ 45,000	1	$ 45,000	$ 9,000	$ 91,000
11	SCADA Implementation	LS	$ 5,000	1	$ 5,000	$ 1,000	$ 10,000
Well Generator Upgrades							
12	100 kW Generator	EA	$ 75,000	2	$ 150,000	$ 51,000	$ 331,000
13	Transfer Switches for 100 kW Generator	EA	$ 10,000	2	$ 20,000	$ 6,800	$ 44,000
14	Surge Protectors for 100 kW Generator	EA	$ 5,000	2	$ 10,000	$ 3,400	$ 22,000
15	Other Power Surge and Lightning Protection	LS	$ 100,000	1	$ 100,000	$ 34,000	$ 221,000
16	Instrumentation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
17	SCADA Implementation	LS	$ 10,000	1	$ 10,000	$ 2,000	$ 21,000
18	Testing Allowance	LS	$ 2,000	1	$ 2,000	$ 800	$ 3,000
Chemical Storage and Pumping Upgrades							
19	Sodium Hypochlorite - 2,000-Gallon Bulk Tank	EA	$ 6,000	2	$ 12,000	$ 2,400	$ 24,000
20	Sodium Hypochlorite - 75-Gallon Day Tank	EA	$ 500	1	$ 500	$ 100	$ 1,000
21	Sodium Hypochlorite - 6.0 gal/hour Duplex Pump Skid	EA	$ 5,000	2	$ 10,000	$ 2,000	$ 21,000
22	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
23	Sulfuric Acid - 500-Gallon Bulk Tank	EA	$ 1,200	1	$ 1,200	$ 240	$ 3,000
24	Sulfuric Acid - 30-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
25	Sulfuric Acid - 1.5 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
26	Sulfuric Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
27	Orthophosphate - 275-Gallon Bulk Tank	EA	$ 1,000	1	$ 1,000	$ 200	$ 2,000
28	Orthophosphate - 10-Gallon Day Tank	EA	$ 200	1	$ 200	$ 40	$ -
29	Orthophosphate - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
30	Orthophosphate - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
31	Sodium Hydroxide - 1,550-Gallon Bulk Tank	EA	$ 1,800	1	$ 1,800	$ 360	$ 3,000
32	Sodium Hydroxide - 40-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
33	Sodium Hydroxide - 3.0 gal/hour Duplex Pump Skid	EA	$ 4,000	1	$ 4,000	$ 800	$ 8,000
34	Sodium Hypochlorite - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
35	Hydrofluorosilicic Acid - 240-Gallon Bulk Tank	EA	$ 900	1	$ 900	$ 180	$ 2,000
36	Hydrofluorosilicic Acid - 35-Gallon Day Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
37	Hydrofluorosilicic Acid - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
38	Hydrofluorosilicic Acid - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
39	Antiscalant - 55-Gallon Bulk Tank	EA	$ 400	1	$ 400	$ 80	$ 1,000
40	Antiscalant - 25-Gallon Day Tank	EA	$ 300	1	$ 300	$ 60	$ -
41	Antiscalant - 0.65 gal/hour Duplex Pump Skid	EA	$ 2,000	1	$ 2,000	$ 400	$ 4,000
42	Antiscalant - Transfer Pump	EA	$ 400	1	$ 400	$ 88	$ 1,000
43	New Chemical Storage Building with Secondary Containment	EA	$ 1,100,000	1	$ 1,100,000	$ 440,000	$ 1,424,000
Other Construction Costs							
44	Mobilization/Demobilization (5%)	5%	$ 189,000	1	$ 189,000		$ 189,000
45	Insurance and Bonds (3%)	3%	$ 114,000	1	$ 114,000		$ 114,000
46	General Conditions	5%	$ 189,000	1	$ 189,000		$ 189,000
47	Overhead & Profit	10%	$ 379,000	1	$ 379,000		$ 379,000
SUBTOTAL					**$ 4,660,000**		**$ 7,663,000.00**
NON-CONSTRUCTION COSTS							
48	Contingency	10%	$ 479,980	1	$ 480,000		$ 480,000
49	Engineering, Permitting, and Design	10%	$ 479,980	1	$ 480,000		$ 480,000
50	Engineering Services During Construction	8%	$ 383,285	1	$ 383,000		$ 383,000
51	Legal and Administration	3%	$ 144,460	1	$ 144,000		$ 144,000
TOTAL					**$ 6,147,000**		**$ 9,150,000.00**

Project 2 Alternative 1 Conceptual Cost Estimate - SAHFI Revision
Distribution and Storage Upgrades - New Concrete Ground Storage Tank and Pump Station, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
New Concrete Ground Storage Tank and Pump Station							
1	1,000,000-Gallon Concrete Ground Storage Tank	EA	$ 1,600,000	1	$ 1,600,000	$ 1,920,000	$ 1,492,000
2	Aerator for 500,000-gal Tank	EA	$ 81,000	2	$ 162,000	$ 64,800	$ 210,000
3	Tank Coating	LS	$ 1,000,000	1	$ 1,000,000	$ 400,000	$ 1,295,000
4	12" Ductile Iron Yard Piping	LF	$ 400	350	$ 140,000	$ 98,000	$ 149,000
5	Yard Piping Valve & Fitting Allowance	LS	$ 50,000	4	$ 200,000	$ 80,000	$ 259,000
6	100 HP High Service Pumps	EA	$ 75,000	2	$ 150,000	$ 150,000	$ 426,000
7	50 HP High Service Pumps	EA	$ 55,000	2	$ 110,000	$ 150,000	$ 352,000
8	Variable-Frequency Drives for High Service Pumps	EA	$ 75,000	4	$ 300,000	$ 90,000	$ 646,000
9	Pump Canopy	EA	$ 250,000	1	$ 250,000	$ 175,000	$ 266,000
10	Pump Slab and Pads	EA	$ 50,000	4	$ 200,000	$ 148,000	$ 209,000
11	Pump Station Instrumentation	LS	$ 70,000	1	$ 70,000	$ 14,000	$ 142,000
12	Pump Station & Tank SCADA Implementation	LS	$ 30,000	1	$ 30,000	$ 6,000	$ 61,000
13	Switchgear	LS	$ 150,000	1	$ 150,000	$ 45,000	$ 323,000
14	Chlorination equipment	LS	$ 30,000	1	$ 30,000	$ 6,000	$ 61,000
15	Hydrant Assembly	EA	$ 5,700	1	$ 5,700	$ 4,560	$ 6,000
16	Chain Link Fence + Gate	LF	$ 70	0	$ -	$ -	$ -
17	Gas Generator	EA	$ 75,000	1	$ 75,000	$ 30,000	$ 97,000
18	Electrical Site Work	LS	$ 30,000	5	$ 150,000	$ 51,000	$ 331,000
19	Electrical Building	LS	$ 650,000	1	$ 650,000	$ 455,000	$ 690,000
20	Uninterruptible Power Supply	EA	$ 1,500	0	$ -	$ -	$ -
21	Driveway (Asphalt)	SY	$ 55	1000	$ 55,000	$ 22,000	$ 71,000
22	Crushed Stone (Tank Washdown)	CY	$ 40	250	$ 10,000	$ 4,000	$ 13,000
23	Concrete Energy Blocks (Tank Washdown)	EA	$ 75	15	$ 1,125	$ 788	$ 1,000
24	Site Clearing + Grading	LS	$ 25,000	1	$ 25,000	$ 17,500	$ 26,000
25	Loam and Seed Disturbed Area	SY	$ 3	9000	$ 27,000	$ 10,800	$ 35,000
26	Testing Allowance	LS	$ 15,000	1	$ 15,000	$ 6,000	$ 19,000
12" and larger upgrades + replacement of old/undersized hydrants							
27	12" Ductile Iron Water Main (Helms Road)	LF	$ 250	5300	$ 1,325,000	$ 927,500	$ 1,407,000
28	12" Ductile Iron Water Main	LF	$ 250	0	$ -	$ -	$ -
29	Gate Valves	EA	$ 3,000	6	$ 18,000	$ 7,200	$ 23,000
30	Hydrant Assembly	EA	$ 5,700	100	$ 570,000	$ 456,000	$ 583,000
31	Fittings	LS	$ 132,500	1	$ 132,500	$ 53,000	$ 172,000
32	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
33	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
<12" upgrades							
34	8" Ductile Iron Water Main	LF	$ 200	5,300	$ 1,060,000	$ 742,000	$ 1,126,000
35	Gate Valves	EA	$ 1,500	6	$ 9,000	$ 3,600	$ 12,000
36	Hydrant Assembly	EA	$ 5,700	6	$ 34,200	$ 27,360	$ 35,000
37	Fittings	LS	$ 106,000	1	$ 106,000	$ 42,400	$ 137,000
38	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
39	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Valve Exercise & Replacement Program							
40	Valve Exercise Program	LS	$ 17	464	$ 7,733		$ 8,000
41	Replace Failing Valves (Quantity Estimated, to be Validated by Exercise Program)	EA	$ 3,000.00	140	$ 420,000	$ 168,000	$ 544,000
Other Construction Costs							
42	Mobilization/Demobilization (5%)	5%	$ 458,000	1	$ 458,000		$ 458,000
43	Insurance and Bonds (3%)	3%	$ 275,000	1	$ 275,000		$ 275,000
44	General Conditions	5%	$ 458,000	1	$ 458,000		$ 458,000
45	Overhead & Profit	10%	$ 916,000	1	$ 916,000		$ 916,000
SUBTOTAL					**$ 8,365,000**	$ 6,380,000	**$ 13,410,000.00**
NON-CONSTRUCTION COSTS							
46	Contingency	10%	$ 873,000	1	$ 873,000		$ 873,000
47	Engineering, Permitting, and Design	10%	$ 873,000	1	$ 873,000		$ 873,000
48	Engineering services during construction	8%	$ 698,000	1	$ 698,000		$ 698,000
49	Legal and Administration	3%	$ 262,000	1	$ 262,000		$ 262,000
TOTAL					**$ 11,071,000**		**$ 16,116,000.00**

Project 2 Alternative 2 Conceptual Cost Estimate - SAHFI Revision
Distribution and Storage Upgrades - New Pedosphere Elevated Storage Tank, Water Main Improvements, and Valve Exercising and Replacement Program

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
New Pedesphere Elevated Storage Tank							
1	1,000,000-Gallon Pedesphere Elevated Storage Tank	EA	$ 3,500,000	1	$ 3,500,000	$ 4,200,000	$ 3,265,000
2	Tank Coating	LS	$ 100,000	1	$ 100,000	$ 40,000	$ 129,000
3	12" PVC Yard Piping	LF	$ 225	150	$ 33,750	$ 23,625	$ 36,000
4	Yard Piping Valve & Fitting Allowance	LS	$ 10,000	1	$ 10,000	$ 4,000	$ 13,000
5	Instrumentation	LS	$ 15,000	1	$ 15,000	$ 3,000	$ 30,000
6	SCADA Implementation	LS	$ 15,000	1	$ 15,000	$ 3,000	$ 30,000
7	Hydrant Assembly	EA	$ 5,700	1	$ 5,700	$ 4,560	$ 6,000
8	Chain Link Fence + Gate	LF	$ 70	400	$ 28,000	$ 11,200	$ 36,000
9	Electrical Site Work	LS	$ 5,000	1	$ 5,000	$ 1,700	$ 11,000
10	Uninterruptible Power Supply	EA	$ 1,500	1	$ 1,500	$ 600	$ 2,000
11	Driveway (Asphalt)	SY	$ 55	0	$ -	$ -	$ -
12	Crushed Stone (Tank Washdown)	CY	$ 40	0	$ -	$ -	$ -
13	Concrete Energy Blocks (Tank Washdown)	EA	$ 75	0	$ -	$ -	$ -
14	Site Clearing + Grading	LS	$ 25,000	1	$ 25,000	$ 17,500	$ 26,000
15	Loam and Seed Disturbed Area	SY	$ 3	5000	$ 15,000	$ 6,000	$ 19,000
16	Testing Allowance	LS	$ 15,000	1	$ 15,000	$ 6,000	$ 19,000
12" and larger upgrades + replacement of old/undersized hydrants							
17	12" Ductile Iron Water Main (Helms Road)	LF	$ 250	7400	$ 1,850,000	$ 1,295,000	$ 1,965,000
18	12" Ductile Iron Water Main (SR80)	LF	$ 250	0	$ -	$ -	$ -
19	Gate Valves	EA	$ 3,000	8	$ 24,000	$ 9,600	$ 31,000
20	Hydrant Assembly	EA	$ 5,700	100	$ 570,000	$ 456,000	$ 583,000
21	Fittings	LS	$ 185,000	1	$ 185,000	$ 74,000	$ 240,000
22	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
23	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
<12" upgrades							
24	8" Ductile Iron Water Main	LF	$ 200	7,400	$ 1,480,000	$ 1,036,000	$ 1,572,000
25	Gate Valves	EA	$ 1,500	8	$ 12,000	$ 4,800	$ 16,000
26	Hydrant Assembly	EA	$ 5,700	8	$ 45,600	$ 36,480	$ 47,000
27	Fittings	LS	$ 148,000	1	$ 148,000	$ 59,200	$ 192,000
28	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
29	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Valve Exercise & Replacement Program							
30	Valve Exercise Program	LS	$ 17	464	$ 7,733		$ 8,000
31	Replace Failing Valves (Quantity Estimated, to be Validated by Exercise Program)	EA	$ 3,000.00	140	$ 420,000	$ 168,000	$ 544,000
Other Construction Costs							
32	Mobilization/Demobilization (5%)	5%	$ 429,000	1	$ 429,000		$ 429,000
33	Insurance and Bonds (3%)	3%	$ 257,000	1	$ 257,000		$ 257,000
34	General Conditions	5%	$ 429,000	1	$ 429,000		$ 429,000
35	Overhead & Profit	10%	$ 858,000	1	$ 858,000		$ 858,000
SUBTOTAL					**$ 10,556,000**	$ 7,465,000	**$ 10,869,000.00**
NON-CONSTRUCTION COSTS							
36	Contingency	10%	$ 1,101,000	1	$ 1,101,000		$ 1,101,000
37	Engineering, Permitting, and Design	10%	$ 1,101,000	1	$ 1,101,000		$ 1,101,000
38	Engineering services during construction	8%	$ 881,000	1	$ 881,000		$ 881,000
39	Legal and Administration	3%	$ 330,000	1	$ 330,000		$ 330,000
TOTAL					**$ 13,969,000**		**$ 14,282,000.00**

Project 2 Alternative 3 Conceptual Cost Estimate - SAHFI Revision
Distribution and Storage Upgrades - New Fluted Column Elevated Storage Tank, State Route 80 and Zone B Water Mains, and Valve Exercising and Replacement Program

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
New Fluted Column Storage Tank							
1	1,000,000-Gallon Fluted Column Elevated Stora	EA	$ 6,500,000	1	$ 6,500,000	$ 7,800,000	$ 6,063,000
2	Tank Coating	LS	$ 100,000	1	$ 100,000	$ 40,000	$ 129,000
3	12" PVC Yard Piping	LF	$ 225	250	$ 56,250	$ 39,375	$ 60,000
4	Yard Piping Valve & Fitting Allowance	LS	$ 10,000	1	$ 10,000	$ 4,000	$ 13,000
5	Instrumentation	LS	$ 15,000	1	$ 15,000	$ 3,000	$ 30,000
6	SCADA Implementation	LS	$ 15,000	1	$ 15,000	$ 3,000	$ 30,000
7	Hydrant Assembly	EA	$ 5,700	1	$ 5,700	$ 4,560	$ 6,000
8	Chain Link Fence + Gate	LF	$ 70	400	$ 28,000	$ 11,200	$ 36,000
9	Gas Generator	EA	$ 5,000	1	$ 5,000	$ 2,000	$ 6,000
10	Electrical Site Work	LS	$ 5,000	1	$ 5,000	$ 1,700	$ 11,000
11	Uninterruptible Power Supply	EA	$ 1,500	1	$ 1,500	$ 600	$ 2,000
12	Driveway (Asphalt)	SY	$ 55	1000	$ 55,000	$ 22,000	$ 71,000
13	Crushed Stone (Tank Washdown)	CY	$ 40	200	$ 8,000	$ 3,200	$ 10,000
14	Concrete Energy Blocks (Tank Washdown)	EA	$ 75	15	$ 1,125	$ 788	$ 1,000
15	Site Clearing + Grading	LS	$ 65,000	1	$ 65,000	$ 45,500	$ 69,000
16	Loam and Seed Disturbed Area	SY	$ 3	9000	$ 27,000	$ 10,800	$ 35,000
17	Testing Allowance	LS	$ 15,000	1	$ 15,000	$ 6,000	$ 19,000
12" and larger upgrades + replacement of old/undersized hydrants							
18	12" Ductile Iron Water Main (Helms Road)	LF	$ 250	5300	$ 1,325,000	$ 927,500	$ 1,407,000
19	12" Ductile Iron Water Main	LF	$ 250	0	$ -	$ -	$ -
20	Gate Valves	EA	$ 3,000	6	$ 18,000	$ 7,200	$ 23,000
21	Hydrant Assembly	EA	$ 5,700	100	$ 570,000	$ 456,000	$ 583,000
22	Fittings	LS	$ 132,500	1	$ 132,500	$ 53,000	$ 172,000
23	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
24	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
<12" upgrades							
25	8" Ductile Iron Water Main	LF	$ 200	5,300	$ 1,060,000	$ 742,000	$ 1,126,000
26	Gate Valves	EA	$ 1,500	6	$ 9,000	$ 3,600	$ 12,000
27	Hydrant Assembly	EA	$ 5,700	6	$ 34,200	$ 27,360	$ 35,000
28	Fittings	LS	$ 106,000	1	$ 106,000	$ 42,400	$ 137,000
29	Pressure Testing & Disinfection	LS	$ 6,000	1	$ 6,000	$ 2,400	$ 8,000
30	Geotechnical Investigations	LS	$ 30,000	1	$ 30,000		$ 30,000
Valve Exercise & Replacement Program							
31	Valve Exercise Program	LS	$ 17	464	$ 7,733		$ 8,000
32	Replace Failing Valves (Quantity Estimated, to be Validated by Exercise Program)	EA	$ 3,000.00	140	$ 420,000	$ 168,000	$ 544,000
Other Construction Costs							
33	Mobilization/Demobilization (5%)	5%	$ 533,000	1	$ 533,000		$ 533,000
34	Insurance and Bonds (3%)	3%	$ 320,000	1	$ 320,000		$ 320,000
35	General Conditions	5%	$ 533,000	1	$ 533,000		$ 533,000
36	Overhead & Profit	10%	$ 1,067,000	1	$ 1,067,000		$ 1,067,000
SUBTOTAL					**$ 13,120,000**	$ 10,430,000	**$ 13,167,000.00**
NON-CONSTRUCTION COSTS							
37	Contingency	10%	$ 1,369,000	1	$ 1,369,000		$ 1,369,000
38	Engineering, Permitting, and Design	10%	$ 1,369,000	1	$ 1,369,000		$ 1,369,000
39	Engineering services during construction	8%	$ 1,095,000	1	$ 1,095,000		$ 1,095,000
40	Legal and Administration	3%	$ 411,000	1	$ 411,000		$ 411,000
TOTAL					**$ 17,364,000**		**$ 17,411,000.00**

Project 3 Alternative 1 Conceptual Cost Estimate
Large Commercial Service Meter and System Meter Replacement Program - Replace Commercial Service Meters, AMI Endpoints, and Production Meters 1.5" and Above

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
1	Replace Commercial Service Meters	EA	$ 2,000	58	$ 116,000	$ 34,800	$ 250,000
2	Replace System Meters	EA	$ 10,000.00	4	$ 40,000	$ 12,000	$ 86,000
3	Replace All AMI Endpoints	EA	$ 500.00	58	$ 29,000	$ 8,700	$ 63,000
SUBTOTAL					**$ 185,000**	$ 56,000	**$ 399,000.00**
NON-CONSTRUCTION COSTS							
3	Contingency	10%	$ 19,000	1	$ 19,000		$ 19,000
4	Engineering, Permitting, and Design	10%	$ 19,000	1	$ 19,000		$ 19,000
5	Engineering Services During Construction	0%	$ -	1	$ -		$ -
6	Legal and Administration	3%	$ 6,000	1	$ 6,000		$ 6,000
TOTAL					**$ 229,000**		**$ 443,000.00**

Project 3 Alternative 2 Conceptual Cost Estimate
Large Commercial Service Meter and System Meter Replacement Program - Replace All Commercial Service and Production Meters 1.5" and Above, Replace AMI Endpoints at End of Life

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
1	Replace Commercial Service Meters	EA	$ 2,000	58	$ 116,000	$ 34,800	$ 250,000
2	Replace Remaining AMI Endpoint After 5 Years	EA	$ 600	58	$ 34,800	$ 10,440	$ 75,000
3	Replace System Meters	EA	$ 10,000.00	4	$ 40,000	$ 12,000	$ 86,000
SUBTOTAL					**$ 191,000**	$ 57,000	**$ 411,000.00**
NON-CONSTRUCTION COSTS							
4	Contingency	10%	$ 19,000	1	$ 19,000		$ 19,000
5	Engineering, Permitting, and Design	8%	$ 15,000	1	$ 15,000		$ 15,000
6	Engineering Services During Construction	0%	$ -	1	$ -		$ -
7	Legal and Administration	3%	$ 6,000	1	$ 6,000		$ 6,000
TOTAL					**$ 231,000**		**$ 451,000.00**

Project 3 Alternative 3 Conceptual Cost Estimate
Large Commercial Service Meter and System Meter Replacement Program - Maintain Existing Commercial Service and System Meters 1.5" and Above

ITEM NO.	DESCRIPTION	UNITS	UNIT COST	QTY	TOTAL CAPITAL COST	LIFETIME O&M	LIFE CYCLE COST (LCCA)
CONSTRUCTION COSTS							
N/A			$ -		$ -	$ -	$ -
SUBTOTAL					$ -		$ -
NON-CONSTRUCTION COSTS							
1	Estimated Revenue Losses from Service Metering Failure	EA	$ -	58	$ -	$ 696,000	$ 513,000
TOTAL					$ -		**$ 513,000**

APPENDIX F: CUSTOM SOIL RESOURCE REPORT

United States Department of Agriculture

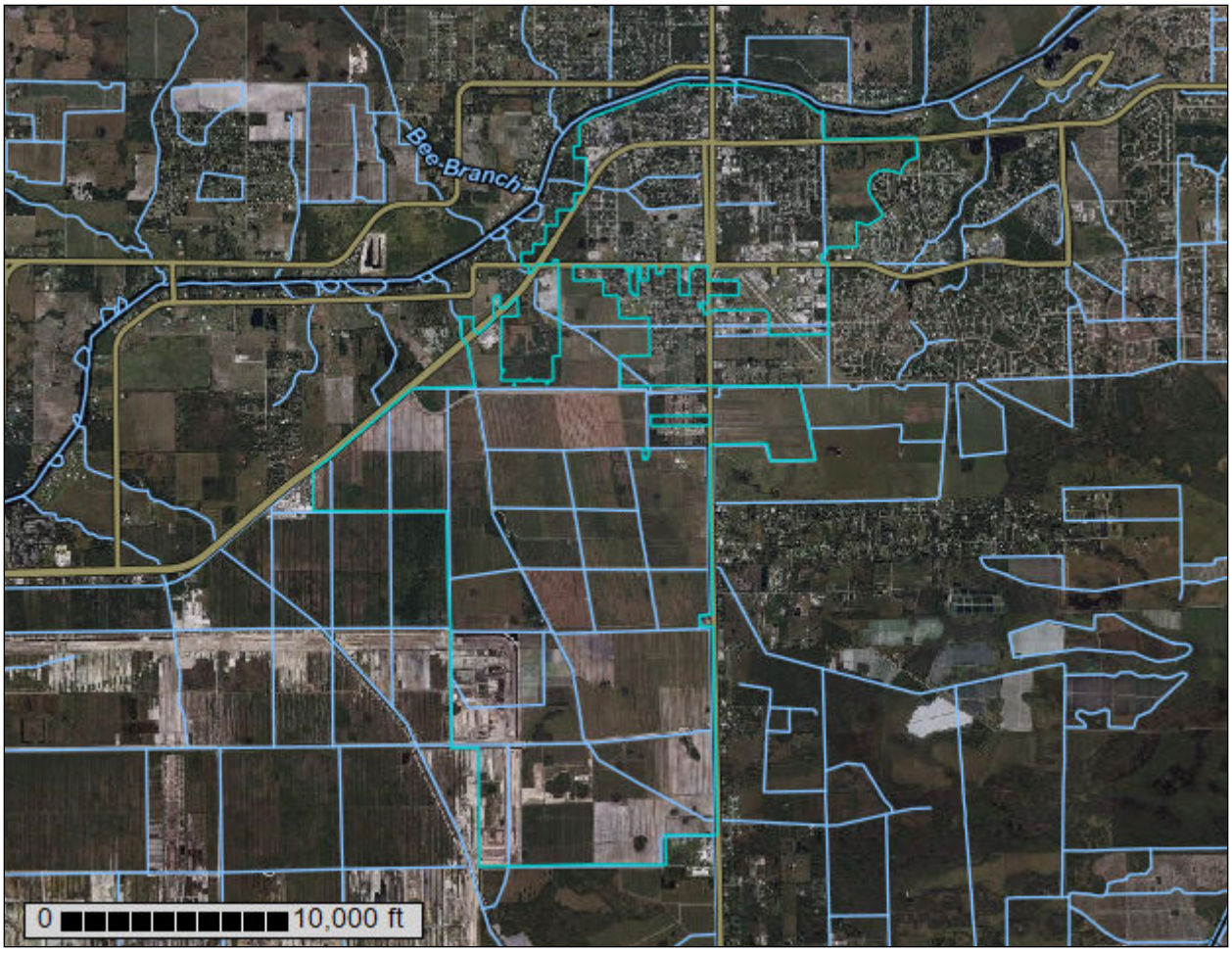
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Glades County, Florida, and Hendry County, Florida

LaBelle Advanced Wastewater Treatment Plant



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

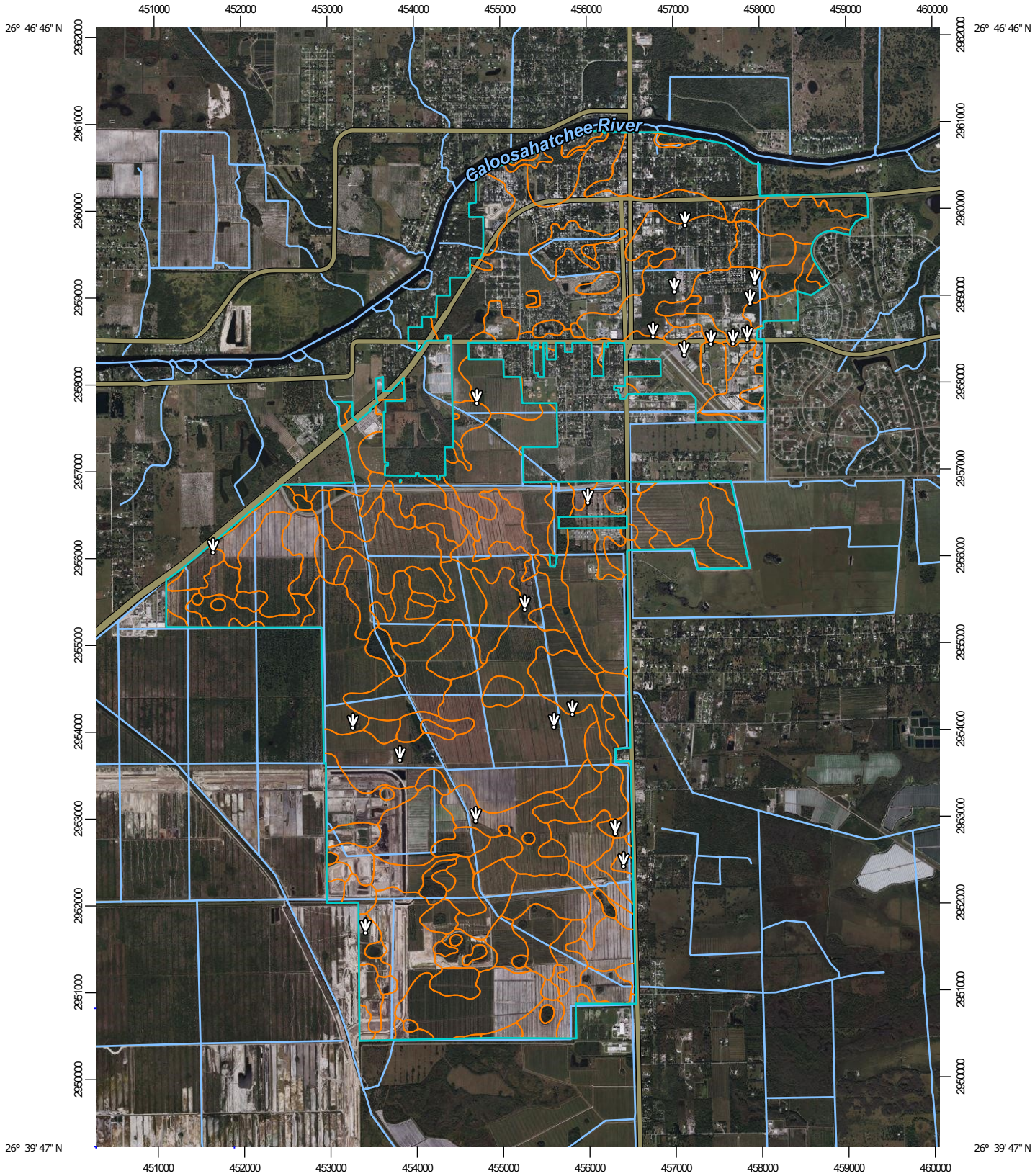
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Glades County, Florida
Survey Area Data: Version 22, Sep 6, 2023

Soil Survey Area: Hendry County, Florida
Survey Area Data: Version 23, Aug 28, 2023

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 23, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
35	Arents, very steep	0.1	0.0%
99	Water	0.2	0.0%
Subtotals for Soil Survey Area		**0.3**	**0.0%**
Totals for Area of Interest		**9,237.3**	**100.0%**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Cypress Lake sand, 0 to 2 percent slopes	949.6	10.3%
2	Pineda sand, limestone substratum	501.3	5.4%
4	Oldsmar sand, 0 to 2 percent slopes	552.4	6.0%
6	Wabasso sand, 0 to 2 percent slopes	777.8	8.4%
7	Immokalee sand, 0 to 2 percent slopes	1,724.9	18.7%
8	Malabar sand, 0 to 2 percent slopes	355.8	3.9%
9	Riviera fine sand, 0 to 2 percent slopes	179.9	1.9%
10	Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes	1.9	0.0%
14	Wabasso sand, limestone substratum, 0 to 2 percent slopes	673.0	7.3%
15	Myakka sand, 0 to 2 percent slopes	39.9	0.4%
17	Basinger sand, 0 to 2 percent slopes	350.5	3.8%
18	Pompano sand, 0 to 2 percent slopes	298.8	3.2%
19	Gator muck, frequently ponded, 0 to 1 percent slopes	70.3	0.8%
20	Okeelanta muck	9.7	0.1%
21	Holopaw sand, 0 to 2 percent slopes	670.3	7.3%
22	Valkaria sand	97.0	1.0%
27	Riviera sand, limestone substratum	581.5	6.3%
28	Cypress Lake sand, frequently ponded, 0 to 1 percent slopes	79.9	0.9%
29	Oldsmar sand, limestone substratum	352.4	3.8%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
32	Riviera sand, frequently ponded, 0 to 1 percent slopes	68.7	0.7%
34	Chobee fine sandy loam, limestone substratum, depressional	46.8	0.5%
37	Tuscawilla fine sand, 0 to 2 percent slopes	44.2	0.5%
39	Udifluvents	10.4	0.1%
45	Pahokee muck, drained, 0 to 1 percent slopes	10.1	0.1%
47	Udorthents	115.1	1.2%
49	Aquents, organic substratum	16.8	0.2%
53	Adamsville fine sand, 0 to 2 percent slopes	150.2	1.6%
57	Chobee fine sandy loam, frequently ponded, 0 to 1 percent slopes	484.1	5.2%
62	Pineda sand, depressional	12.6	0.1%
99	Water	11.2	0.1%
Subtotals for Soil Survey Area		**9,237.0**	**100.0%**
Totals for Area of Interest		**9,237.3**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas

are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Glades County, Florida

35—Arents, very steep

Map Unit Setting

National map unit symbol: 1ksky
Elevation: 0 to 50 feet
Mean annual precipitation: 42 to 50 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Arents and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Arents

Setting

Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Altered marine deposits

Typical profile

A - 0 to 2 inches: fine sand
C - 2 to 80 inches: variable

Properties and qualities

Slope: 45 to 60 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: A
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

99—Water

Map Unit Composition

Water: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified

Forage suitability group: Forage suitability group not assigned (G155XB999FL)

Other vegetative classification: Forage suitability group not assigned (G155XB999FL)

Hydric soil rating: Unranked

Hendry County, Florida

1—Cypress Lake sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2zlf0
Elevation: 0 to 100 feet
Mean annual precipitation: 45 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Cypress lake and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Cypress Lake

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits over limestone

Typical profile

Ap - 0 to 7 inches: sand
E - 7 to 28 inches: sand
Btg - 28 to 33 inches: fine sandy loam
2R - 33 to 43 inches: bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 13 to 58 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 6.00 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: No

Minor Components

Pineda
Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Riviera
Percent of map unit: 4 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL), Slough (R156BY011FL)
Hydric soil rating: Yes

Brynwood
Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Wabasso
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

2—Pineda sand, limestone substratum

Map Unit Setting

National map unit symbol: 17n44
Elevation: 0 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pineda, limestone substratum, and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pineda, Limestone Substratum

Setting

Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 10 inches: sand
E/Bw - 10 to 32 inches: sand
Btg - 32 to 50 inches: sandy clay loam
2R - 50 to 54 inches: unweathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 40 to 80 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: C/D
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks

Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Boca

Percent of map unit: 5 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F156AY010FL - Subtropical Pine Flatwoods and Palmetto Prairie of Big Cypress
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pineda

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Riviera

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Malabar

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

4—Oldsmar sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2sm4p
Elevation: 0 to 80 feet
Mean annual precipitation: 42 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Oldsmar and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Oldsmar

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 38 inches: sand
Bh - 38 to 50 inches: sand
Btg - 50 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Minor Components

Immokalee

Percent of map unit: 6 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Holopaw

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Basinger

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Cypress lake

Percent of map unit: 2 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Tequesta

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave

Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

6—Wabasso sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2svyr
Elevation: 0 to 70 feet
Mean annual precipitation: 46 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Wabasso and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wabasso

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 25 inches: sand
Bh - 25 to 30 inches: sand
Btg - 30 to 58 inches: sandy clay loam
Cg - 58 to 80 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 9 to 50 inches to strongly contrasting textural stratification
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Brynwood

Percent of map unit: 6 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Cypress lake

Percent of map unit: 5 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Pineda

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

7—Immokalee sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2s3ll
Elevation: 0 to 150 feet
Mean annual precipitation: 42 to 57 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Immokalee and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Immokalee

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 9 inches: sand
E - 9 to 36 inches: sand
Bh - 36 to 55 inches: sand
C - 55 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: B/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Valkaria

Percent of map unit: 5 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pomello

Percent of map unit: 3 percent
Landform: Ridges on marine terraces, knolls on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Interfluve, side slope, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY150FL - Sandy Upland Mesic Flatwoods and Hammocks on Rises and Knolls
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G155XB131FL), Sand Pine Scrub (R155XY001FL)
Hydric soil rating: No

Satellite

Percent of map unit: 2 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY150FL - Sandy Upland Mesic Flatwoods and Hammocks on Rises and Knolls
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

Felda

Percent of map unit: 1 percent

Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

8—Malabar sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2sm5k
Elevation: 0 to 40 feet
Mean annual precipitation: 46 to 57 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Malabar and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Malabar

Setting

Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 15 inches: sand
Bw - 15 to 35 inches: sand
E' - 35 to 45 inches: sand
Btg - 45 to 65 inches: sandy loam
Cg - 65 to 80 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None

Frequency of ponding: None
Calcium carbonate, maximum content: 4 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Holopaw

Percent of map unit: 5 percent
Landform: Flatwoods on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear, convex
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Basinger

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear, convex
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear, convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Cypress lake

Percent of map unit: 3 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip

Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

9—Riviera fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tzw2
Elevation: 0 to 80 feet
Mean annual precipitation: 44 to 59 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Riviera and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Riviera

Setting

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 28 inches: fine sand
Bt/E - 28 to 32 inches: fine sandy loam
Btg - 32 to 42 inches: sandy clay loam
C - 42 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Wabasso

Percent of map unit: 8 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pinellas

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Cabbage Palm Flatwoods (R155XY005FL)
Hydric soil rating: No

Brynwood

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Floridana

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

10—Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2svyp
Elevation: 0 to 100 feet
Mean annual precipitation: 42 to 63 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pineda and similar soils: 45 percent
Pineda, wet, and similar soils: 40 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pineda

Setting

Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 1 inches: fine sand
E - 1 to 5 inches: fine sand
Bw - 5 to 36 inches: fine sand
Btg/E - 36 to 54 inches: fine sandy loam
Cg - 54 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: No

Description of Pineda, Wet

Setting

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 1 inches: fine sand
E - 1 to 5 inches: fine sand
Bw - 5 to 36 inches: fine sand
Btg/E - 36 to 54 inches: fine sandy loam
Cg - 54 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: A/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Minor Components

Felda
Percent of map unit: 6 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Wabasso
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Valkaria
Percent of map unit: 2 percent
Landform: Drainageways on flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Cypress lake
Percent of map unit: 2 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

14—Wabasso sand, limestone substratum, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tzws
Elevation: 0 to 50 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Wabasso, limestone substratum, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wabasso, Limestone Substratum

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits over limestone

Typical profile

A - 0 to 6 inches: sand
E - 6 to 25 inches: sand
Bh - 25 to 35 inches: sand
Btg - 35 to 45 inches: sandy clay loam
2R - 45 to 55 inches: bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 13 to 54 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Cypress lake

Percent of map unit: 6 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Gentry

Percent of map unit: 3 percent
Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

15—Myakka sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2twt9
Elevation: 10 to 130 feet
Mean annual precipitation: 43 to 62 inches
Mean annual air temperature: 64 to 77 degrees F
Frost-free period: 280 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Myakka and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Myakka

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 20 inches: sand
Bh - 20 to 36 inches: sand
C - 36 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Basinger

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear, convex
Across-slope shape: Concave, linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Valkaria

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 5 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

17—Basinger sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2vbpc
Elevation: 0 to 50 feet
Mean annual precipitation: 42 to 62 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Basinger and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Basinger

Setting

Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, concave
Across-slope shape: Linear, concave
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 25 inches: sand
Bh - 25 to 50 inches: sand
C - 50 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Minor Components

Holopaw

Percent of map unit: 6 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Convex, concave, linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

Malabar

Percent of map unit: 5 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Pompano

Percent of map unit: 3 percent
Landform: Drainageways on flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Anclote

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, convex
Across-slope shape: Concave, linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

18—Pompano sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tzw4
Elevation: 0 to 40 feet
Mean annual precipitation: 44 to 58 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Pompano and similar soils: 82 percent
Minor components: 18 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pompano

Setting

Landform: Drainageways on flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
C - 6 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Myakka

Percent of map unit: 8 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Brynwood

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Holopaw

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Convex, concave, linear
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Samsula

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

19—Gator muck, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzwz
Elevation: 0 to 100 feet
Mean annual precipitation: 42 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Gator and similar soils: 83 percent
Minor components: 17 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Gator

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Herbaceous organic material over sandy and loamy marine deposits

Typical profile

Oa - 0 to 18 inches: muck
Cg1 - 18 to 36 inches: sandy clay loam
Cg2 - 36 to 55 inches: fine sandy loam
Cg3 - 55 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 13.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D

Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Terra ceia

Percent of map unit: 5 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, convex
Across-slope shape: Concave, linear
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Chobee

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Tequesta

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

Felda

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)

Hydric soil rating: Yes

Pompano

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

20—Okeelanta muck

Map Unit Setting

National map unit symbol: 17n4l
Elevation: 0 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Okeelanta, undrained, and similar soils: 50 percent
Okeelanta, drained, and similar soils: 37 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Okeelanta, Undrained

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Herbaceous organic material over sandy marine deposits

Typical profile

Oa - 0 to 48 inches: muck
C - 48 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None

Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 20.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A/D
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Description of Okeelanta, Drained

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Herbaceous organic material over sandy marine deposits

Typical profile

Oa - 0 to 48 inches: muck
C - 48 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 20.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Organic soils in depressions and on flood plains (G155XB645FL)
Hydric soil rating: Yes

Minor Components

Basinger

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Delray

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Pahokee, drained

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Terra ceia

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave

Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Holopaw, depressional

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Winder, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Linear, concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

21—Holopaw sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2x9g9
Elevation: 0 to 190 feet
Mean annual precipitation: 46 to 57 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Holopaw and similar soils: 84 percent
Minor components: 16 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Holopaw

Setting

Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear, concave
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
Eg - 5 to 48 inches: sand
Btg - 48 to 65 inches: sandy clay loam
BCkg - 65 to 80 inches: sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 4 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Other vegetative classification: Slough (R155XY011FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

Minor Components

Basinger

Percent of map unit: 6 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Concave
Across-slope shape: Linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Riviera

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL), Slough (R156BY011FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Talf, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Cypress lake

Percent of map unit: 2 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Gentry

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Hydric soil rating: Yes

22—Valkaria sand

Map Unit Setting

National map unit symbol: 17n4n
Elevation: 10 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Valkaria and similar soils: 82 percent
Minor components: 18 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Valkaria

Setting

Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy marine deposits

Typical profile

A - 0 to 10 inches: sand
E - 10 to 15 inches: sand
Bw - 15 to 45 inches: sand
C - 45 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 0 to 10 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Pompano
Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Pineda
Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Malabar
Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Immokalee
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Myakka
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf

Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Basinger

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

27—Riviera sand, limestone substratum

Map Unit Setting

National map unit symbol: 17n4s
Elevation: 0 to 60 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Riviera, limestone substratum, and similar soils: 83 percent
Minor components: 17 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Riviera, Limestone Substratum

Setting

Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 35 inches: sand
Btg - 35 to 50 inches: sandy loam
2R - 50 to 54 inches: unweathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 50 to 80 inches to lithic bedrock

Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (2.00 to 20.00 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Boca

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F156AY010FL - Subtropical Pine Flatwoods and Palmetto Prairie of Big Cypress
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Gentry

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave

Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Pineda, limestone substratum

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear, concave
Across-slope shape: Concave, linear
Ecological site: F155XY140FL - Loamy and Clayey Hardwood Hammocks
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Holopaw, limestone substratum

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Wabasso, limestone substratum

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

28—Cypress Lake sand, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2zlf1
Elevation: 0 to 280 feet
Mean annual precipitation: 45 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 55 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Cypress lake and similar soils: 77 percent
Minor components: 23 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Cypress Lake

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Parent material: Sandy and loamy marine deposits over limestone

Typical profile

Ap - 0 to 7 inches: sand
E - 7 to 28 inches: sand
Btg - 28 to 33 inches: fine sandy loam
2R - 33 to 43 inches: bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 13 to 58 inches to lithic bedrock
Drainage class: Very poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 6.00 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D

Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Minor Components

Pineda

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Malabar

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Holopaw

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Convex, concave
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Organic soils in depressions and on flood plains (G155XB645FL)
Hydric soil rating: Yes

Basinger

Percent of map unit: 3 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, concave
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Okeelanta

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces, flatwoods on drainageways
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Riviera

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Hydric soil rating: Yes

29—Oldsmar sand, limestone substratum

Map Unit Setting

National map unit symbol: 17n4v
Elevation: 0 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Oldsmar, limetone substratum, and similar soils: 87 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Oldsmar, Limetone Substratum

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 37 inches: sand
Bh - 37 to 63 inches: sand
Btg - 63 to 73 inches: sandy clay loam
2R - 73 to 77 inches: unweathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 60 to 73 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Hallandale
Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F156AY030FL - Subtropical Moist Hammocks of Big Cypress
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Pineda, limestone substratum
Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Malabar
Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Immokalee
Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Holopaw, limestone substratum
Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear

Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Riviera, limestone substratum

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

32—Riviera sand, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzwm
Elevation: 0 to 70 feet
Mean annual precipitation: 46 to 58 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Riviera and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Riviera

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 0 inches: sand
E - 0 to 22 inches: sand
Btg/E - 22 to 31 inches: sandy loam
Btg1 - 31 to 42 inches: sandy loam
Btg2 - 42 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches

Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 4 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Chobee

Percent of map unit: 5 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Wabasso

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Malabar

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear

Across-slope shape: Concave, linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

34—Chobee fine sandy loam, limestone substratum, depressional

Map Unit Setting

National map unit symbol: 17n4y
Elevation: 0 to 80 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Chobee, depressional, limestone subst., and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Chobee, Depressional, Limestone Subst.

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy alluvium

Typical profile

A - 0 to 15 inches: fine sandy loam
Btg - 15 to 50 inches: sandy clay loam
2R - 50 to 54 inches: unweathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 40 to 79 inches to lithic bedrock
Drainage class: Very poorly drained
Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 7.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Forage suitability group: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Jupiter

Percent of map unit: 4 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Cabbage Palm Flatwoods (R155XY005FL)
Hydric soil rating: Yes

Gentry

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave

Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Winder, depressional

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Linear, concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Dania

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Organic soils in depressions and on flood plains (G155XB645FL)
Hydric soil rating: Yes

37—Tuscawilla fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 30dg1
Elevation: 20 to 110 feet
Mean annual precipitation: 46 to 61 inches
Mean annual air temperature: 66 to 77 degrees F
Frost-free period: 335 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Tuscawilla and similar soils: 84 percent
Minor components: 16 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Tuscawilla

Setting

Landform: Rises on flats on marine terraces

Landform position (three-dimensional): Tread, talf, rise
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 3 inches: fine sand
Eg - 3 to 10 inches: fine sand
Btg - 10 to 13 inches: fine sandy loam
Btkg - 13 to 40 inches: fine sandy loam
Ckg - 40 to 68 inches: fine sand
2Ckg - 68 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: Occasional
Calcium carbonate, maximum content: 20 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: B/D
Ecological site: F155XY140FL - Loamy and Clayey Hardwood Hammocks
Forage suitability group: Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL)
Other vegetative classification: Wetland Hardwood Hammock (R155XY012FL), Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL)
Hydric soil rating: Yes

Minor Components

Wabasso

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Chobee, flooded

Percent of map unit: 4 percent
Landform: Flood plains on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear

Across-slope shape: Linear
Ecological site: R155XY050FL - Loamy and Clayey Freshwater Floodplain Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G156BC345FL)
Hydric soil rating: Yes

Tequesta

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

Cypress lake

Percent of map unit: 2 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Jupiter

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Cabbage Palm Flatwoods (R155XY005FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

39—Udifluvents

Map Unit Setting

National map unit symbol: 17n50
Elevation: 0 to 30 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days

Farmland classification: Not prime farmland

Map Unit Composition

Udifluvents and similar soils: 92 percent
Minor components: 8 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Udifluvents

Setting

Landform: Flood plains on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Runoff class: Negligible
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

Minor Components

Riviera

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Immokalee

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

45—Pahokee muck, drained, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2rfsb
Elevation: 0 to 60 feet
Mean annual precipitation: 42 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pahokee, drained, and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pahokee, Drained

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Herbaceous organic material over limestone

Typical profile

Oa - 0 to 40 inches: muck
2R - 40 to 50 inches: bedrock

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: 36 to 51 inches to lithic bedrock
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (1.98 to 19.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 16.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)

Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Cypress lake
Percent of map unit: 6 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Dania, drained
Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156AY010FL)
Hydric soil rating: Yes

Lauderhill, drained
Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL)
Hydric soil rating: Yes

47—Udorthents

Map Unit Setting
National map unit symbol: 17n54
Elevation: 0 to 20 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Udorthents and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Udorthents

Setting

Landform: Marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Altered marine deposits

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

Minor Components

Aquents

Percent of map unit: 10 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

49—Aquents, organic substratum

Map Unit Setting

National map unit symbol: 17n55
Elevation: 0 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days

Farmland classification: Not prime farmland

Map Unit Composition

Aquents and similar soils: 92 percent
Minor components: 8 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Aquents

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy marine deposits over organic material over sandy marine deposits

Typical profile

A - 0 to 8 inches: fine sand
E - 8 to 35 inches: loamy sand
Oa - 35 to 42 inches: muck
C - 42 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Hydrologic Soil Group: A
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

Minor Components

Basinger

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear, concave
Across-slope shape: Concave, linear
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Pompano

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Chobee, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Okeelanta, drained

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Riviera, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave

Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

53—Adamsville fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2x9c0
Elevation: 0 to 130 feet
Mean annual precipitation: 42 to 57 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 345 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Adamsville and similar soils: 87 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Adamsville

Setting

Landform: Rises on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Tread, rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand
C - 7 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 18 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 2.0
Available water supply, 0 to 60 inches: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: A
Ecological site: F155XY150FL - Sandy Upland Mesic Flatwoods and Hammocks on Rises and Knolls
Forage suitability group: Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Other vegetative classification: Upland Hardwood Hammock (R155XY008FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

Minor Components

Zolfo

Percent of map unit: 4 percent
Landform: Rises on marine terraces, flatwoods on marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread, rise
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY150FL - Sandy Upland Mesic Flatwoods and Hammocks on Rises and Knolls
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G155XB131FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Tavares

Percent of map unit: 4 percent
Landform: Knolls on marine terraces, flats on marine terraces, ridges on marine terraces, hills on marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve, side slope, tread, rise
Down-slope shape: Linear, convex
Across-slope shape: Convex, linear
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Other vegetative classification: Longleaf Pine-Turkey Oak Hills (R155XY002FL), Sand Pine Scrub (R155XY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Hydric soil rating: No

Myakka

Percent of map unit: 3 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pompano

Percent of map unit: 2 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave

Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

57—Chobee fine sandy loam, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzvw
Elevation: 10 to 70 feet
Mean annual precipitation: 45 to 55 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Chobee and similar soils: 88 percent
Minor components: 12 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Chobee

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy marine deposits

Typical profile

A - 0 to 9 inches: fine sandy loam
Btg1 - 9 to 13 inches: fine sandy loam
Btg2 - 13 to 68 inches: sandy clay loam
Cg - 68 to 80 inches: fine sandy loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 14 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: High (about 10.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Forage suitability group: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Hydric soil rating: Yes

Minor Components

Tequesta

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear, convex
Across-slope shape: Linear, concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Hydric soil rating: Yes

Placid

Percent of map unit: 3 percent
Landform: Depressions on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

62—Pineda sand, depressional

Map Unit Setting

National map unit symbol: 17n5h
Elevation: 10 to 80 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Pineda, depressional, and similar soils: 87 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pineda, Depressional

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E/Bw - 5 to 24 inches: sand
Btg - 24 to 42 inches: sandy loam
Cg - 42 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Gator

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Chobee, depressional

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Holopaw, depressional

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Malabar, depressional

Percent of map unit: 2 percent

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Boca, depressional

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: F156AY050FL - Subtropical Freshwater Cypress Swamps of Big Cypress
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Valkaria

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Okeelanta, drained

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Riviera, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Hydric soil rating: Yes

99—Water

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: Unranked

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APPENDIX G: SOURCE WATER PROTECTION REPORT

SWAPP Quick Links

- Home (/swapp/)
- Search By County (https://prodapps.dep.state.fl.us/swapp/Welcome/links/search_county_v)
- Search by PWS Name or Number (https://prodapps.dep.state.fl.us/swapp/Welcome/links/search_pws_v)
- How to Help? (https://prodapps.dep.state.fl.us/swapp/Welcome/links/help_v)

Definitions

- Aquifers (https://prodapps.dep.state.fl.us/swapp/Welcome/links/aquifers_v)
- Public Water Systems (https://prodapps.dep.state.fl.us/swapp/Welcome/links/public_water_systems_v)
- Assessment (https://prodapps.dep.state.fl.us/swapp/Welcome/links/assessment_v)
- Potential Contaminants (https://prodapps.dep.state.fl.us/swapp/Welcome/links/potential_contaminants_v)
- Susceptibility (https://prodapps.dep.state.fl.us/swapp/Welcome/links/susceptibility_v)
- Prevention (https://prodapps.dep.state.fl.us/swapp/Welcome/links/prevention_v)

Contact Us

- Email (mailto:Marian.Fugitt@floridadep.gov?subject=SWAPP Question)
- Mailing Address (https://prodapps.dep.state.fl.us/swapp/Welcome/links/contact_v)

EPA Source Water Protection Website

(https://www.epa.gov/sourcewaterprotection)

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Source Water Assessment & Protection Program

Results For: 2023

LABELLE, CITY OF
2500 SR-29 S
LABELLE, FL 33935

Public Water System ID: 5260050
County Name: HENDRY
DEP Regulatory Office: DEP South District
2295 Victoria Ave, Suite 364
Fort Myers, FL 33901
239-344-5600
Public Water System Type: COMMUNITY
Public Water System Source: GROUND, PURCHASED
Primary Use: MUNICIPAL/CITY
Population Served: 5950
Size of Assessment Area:

GROUND: For this community system, a 5-year ground water travel time around each well was used to define the assessment area. The 5-year ground water travel time is defined by the area from which water will drain to a well pumping at the average daily permitted rate for a five year period of time.

Number of Wells: 2

Well ID	Owner ID	FLUWID	Status	Well Depth (ft)	Aquifer
63003	UFA - 2	AAO4474 (//floridadep.gov/water/source-drinking-water/content/florida-unique-well-identification-program)	ACTIVE	697	Floridan Aquifer
63004	UFA 3	AAO4473 (//floridadep.gov/water/source-drinking-water/content/florida-unique-well-identification-program)	ACTIVE	632	Floridan Aquifer

This system purchases water only during emergencies from:

PORT LABELLE (/swapp/Welcome/detailsByPwsNumber/5260226)

Results:

GROUND WATER:

Number of Unique Potential Contaminant Sources: 2*

*Note: This number represents the total of **unique** potential contaminant sources at this system which commonly is a subset of all of the records (rows) shown in the table below. When these unique potential contaminant sources affect more than one well at this system, they will appear more than once in the following table. Map Direct is a visual tool that can be accessed at Map Direct: Source Water Assessment and Protection (SWAPP) Map (state.fl.us) (https://ca.dep.state.fl.us/mapdirect/?webmap=3733594f71034be2a1b3a84e1e17a221) for more details.

Facility Type	Facility Class	Status	Name	Affected Well	Susceptibility Score	Concern Level
PETROLEUM STORAGE TANK (/swapp/Welcome/links/potential_contaminants_v)	LOCAL GOVERNMENT	OPEN	LA BELLE CITY WELL #2	63003	2.77 (/swapp/Welcome/links/susceptibility_v)	LOW (/swapp/Welcome/links/susceptibility_v)
PETROLEUM STORAGE TANK (/swapp/Welcome/links/potential_contaminants_v)	LOCAL GOVERNMENT	OPEN	LA BELLE CITY WELL#3	63003	2.77 (/swapp/Welcome/links/susceptibility_v)	LOW (/swapp/Welcome/links/susceptibility_v)
PETROLEUM STORAGE TANK (/swapp/Welcome/links/potential_contaminants_v)	LOCAL GOVERNMENT	OPEN	LA BELLE CITY WELL #2	63004	2.77 (/swapp/Welcome/links/susceptibility_v)	LOW (/swapp/Welcome/links/susceptibility_v)

APPENDIX H: USFWS WILDLIFE CLEARANCE LETTER AND OFFICIAL SPECIES LIST

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Florida Ecological Services Field Office
777 37th St
Suite D-101
Vero Beach, FL 32960-3559
Phone: (352) 448-9151 Fax: (772) 562-4288
Email Address: fw4flesregs@fws.gov
https://www.fws.gov/office/florida-ecological-services

In Reply Refer To: 07/22/2024 23:11:59 UTC
Project Code: 2024-0119853
Project Name: City of LaBelle Advanced Wastewater Treatment Project

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. **Please include your Project Code, listed at the top of this letter, in all subsequent correspondence regarding this project.** Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered

species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Marine Mammals
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Florida Ecological Services Field Office
777 37th St
Suite D-101
Vero Beach, FL 32960-3559
(352) 448-9151

PROJECT SUMMARY

Project Code: 2024-0119853
Project Name: City of LaBelle Advanced Wastewater Treatment Project
Project Type: Wastewater Facility - New Construction
Project Description: Construction of a new Advanced Wastewater Treatment Plant, lift station upgrades, forcemain upgrades, and sewer system rehabilitation.
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@26.71992735,-81.46458275048573,14z

Counties: Hendry County, Florida

ENDANGERED SPECIES ACT SPECIES

There is a total of 12 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Florida Bonneted Bat *Eumops floridanus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8630	Endangered
Florida Panther *Puma (=Felis) concolor coryi* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1763 General project design guidelines: https://ipac.ecosphere.fws.gov/project/Z73M3FMV7BGVTAYMWGU7FKNQVQ/documents/generated/7123.pdf	Endangered
Puma (=mountain Lion) *Puma (=Felis) concolor (all subsp. except coryi)* Population: FL No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6049	Similarity of Appearance (Threatened)
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered
West Indian Manatee *Trichechus manatus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. ***This species is also protected by the Marine Mammal Protection Act, and may have additional consultation requirements.*** Species profile: https://ecos.fws.gov/ecp/species/4469 General project design guidelines: https://ipac.ecosphere.fws.gov/project/Z73M3FMV7BGVTAYMWGU7FKNQVQ/documents/generated/7281.pdf	Threatened

BIRDS

NAME	STATUS
Crested Caracara (audubon""s) [fl Dps] *Caracara plancus audubonii* Population: FL DPS No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8250	Threatened
Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade Snail Kite *Rostrhamus sociabilis plumbeus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/7713	Endangered
Florida Scrub-jay *Aphelocoma coerulescens* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6174	Threatened

REPTILES

NAME	STATUS
American Alligator *Alligator mississippiensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/776	Similarity of Appearance (Threatened)
Eastern Indigo Snake *Drymarchon couperi* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/646	Threatened

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.

3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to Bald Eagle Nesting and Sensitivity to Human Activity

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

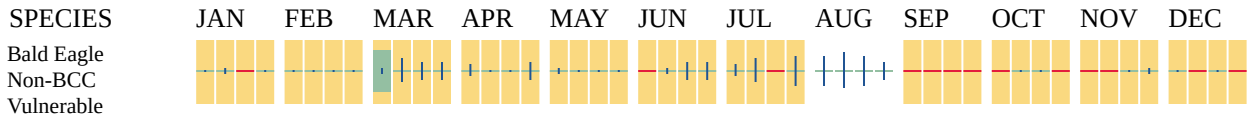
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort – no data



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

---

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Kestrel *Falco sparverius paulus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31

NAME	BREEDING SEASON
Bachman's Sparrow *Peucaea aestivalis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177	Breeds May 1 to Sep 30
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Great Blue Heron *Ardea herodias occidentalis* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/10590	Breeds Jan 1 to Dec 31
Painted Bunting *Passerina ciris* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9511	Breeds Apr 25 to Aug 15
Prairie Warbler *Setophaga discolor* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9513	Breeds May 1 to Jul 31
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Swallow-tailed Kite *Elanoides forficatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

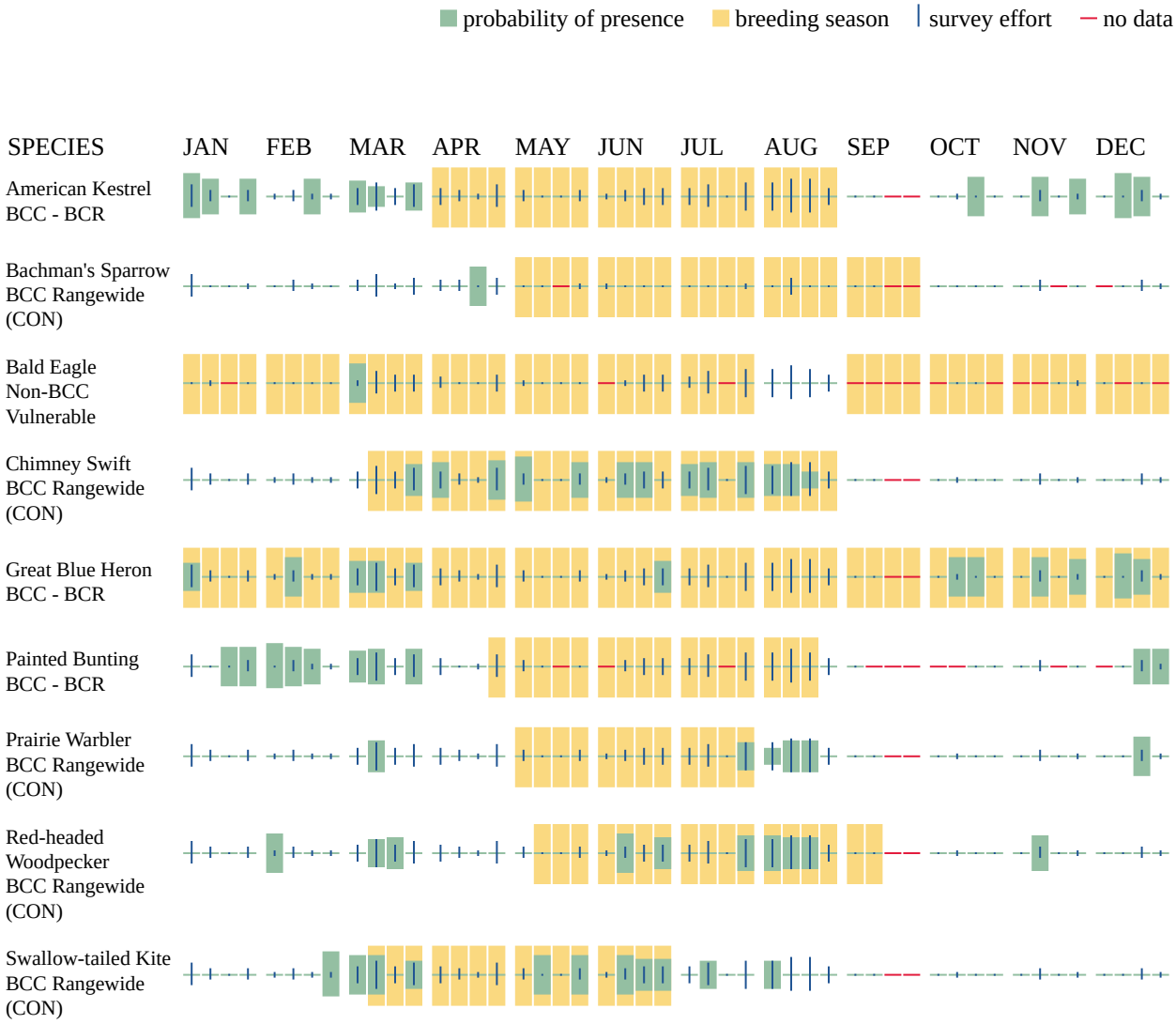
Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MARINE MAMMALS

Marine mammals are protected under the Marine Mammal Protection Act. Some are also protected under the Endangered Species Act[1] and the Convention on International Trade in Endangered Species of Wild Fauna and Flora[2].

The responsibilities for the protection, conservation, and management of marine mammals are shared by the U.S. Fish and Wildlife Service [responsible for otters, walruses, polar bears, manatees, and dugongs] and NOAA Fisheries[3] [responsible for seals, sea lions, whales, dolphins, and porpoises]. Marine mammals under the responsibility of NOAA Fisheries are **not** shown on this list; for additional information on those species please visit the Marine Mammals page of the NOAA Fisheries website.

The Marine Mammal Protection Act prohibits the take of marine mammals and further coordination may be necessary for project evaluation. Please contact the U.S. Fish and Wildlife Service Field Office shown.

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1. The Endangered Species Act (ESA) of 1973.
2. The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) is a treaty to ensure that international trade in plants and animals does not threaten their survival in the wild.
3. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

NAME

West Indian Manatee *Trichechus manatus*
Species profile: https://ecos.fws.gov/ecp/species/4469

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER EMERGENT WETLAND

- PEM1Cx
- PEM1Fx
- PEM1Cd
- PEM1Ax

RIVERINE

- R5UBH
- R2UBH
- R2ABHx
- R4SBC
- R2UBHx
- R5UBFx

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1Cd
- PFO2Ad
- PFO2Fd
- PFO1/3Cd
- PSS1/3Cd
- PFO2Cd
- PFO1Fd
- PFO4Cd
- PSS1Fx
- PFO2/1Fd

FRESHWATER POND

- PAB4Fx
- PAB4Fd
- PUBHx

- PAB4Hx
- PUBKx

IPAC USER CONTACT INFORMATION

Agency: LaBelle city
Name: Morgan French
Address: 1496 Highway 90
City: Chipley
State: FL
Zip: 32428
Email mfrench@woodardcurran.com
Phone: 8507033000

You have indicated that your project falls under or receives funding through the following special project authorities:

- BIPARTISAN INFRASTRUCTURE LAW (BIL) (OTHER)

APPENDIX I: CURRENT RATE STRUCTURE

APPENDIX J: COMMUNITY ENGAGEMENT

INDEPENDENT
NEWSMEDIA INC. USA

Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA
COUNTY OF HENDRY

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief** of the **Lake Okeechobee News**, a weekly newspaper published in **Hendry County, Florida;** that the attached copy of advertisement, being a **Public Notice** matter of

Public Notice

in the **20th Judicial District of the Circuit Court of Hendry County, Florida,** was published in said newspaper in the issues of

07/24/24
(Print Dates)

or by publication on the newspaper's website, if authorized, on

07/24 thru 08/06/2024
(Website Dates)

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

NOTICE OF PUBLIC MEETING
City of LaBelle, FL

Notice is hereby given, the LaBelle City Commission will hold a Public Meeting located at City Hall in the Commission Chambers at 481 W. Hickpoochee Ave., LaBelle, FL 33935 on Thursday, August 8, 2024, at 5:30 P.M. for the purpose of considering the approval of the City of LaBelle drinking water improvements facility planning documents. This meeting will include a discussion of the proposed drinking water improvements. The meeting is intended to afford the opportunity to individuals to be heard on the economic and social effects of the location, design, and environmental impact of the proposed drinking water improvements.

A portion of the funding for this project is anticipated to come from the State Revolving Fund (SRF) loan program. Financial impacts on utility users will be presented at the hearing. Reports, documents, and data relevant to the discussion, "Drinking Water Facility Plan", are available for public review at LaBelle City Hall. These reports present infrastructure needs, alternative analyses, and cost comparisons over a 20-year planning period to support the development of drinking water improvements and the City's goals. These documents were prepared to meet the planning requirements for the FDEP Drinking Water State Revolving Fund programs for the purpose of obtaining funding for new facilities in the City of LaBelle. Other business which may properly come before the Commission will also be addressed. All interested persons are invited to attend this meeting.

SPECIAL REQUIREMENTS: If you require special aid or services as addressed in the American Disabilities Act, please contact the City Clerk's Office at (863) 675-2872, no less than five (5) days prior to the above stated meeting date.

City of LaBelle, Florida
Julie C. Wilkins, Mayor
3146 LON/Hendry 07/24/2024

Katrina Elsken Muros

Sworn to and subscribed before me by means of
☐ Physical Presence ☒ Online Notarization
physical presence or online notarization, this
24th day of July, 2024.

JANET SUE MADRAY
MY COMMISSION # HH 129146
EXPIRES: May 12, 2025
Bonded Thru Notary Public Underwriters

(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

Woodard & Curran

woodardcurran.com

RESOLUTION 2024-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE DRINKING WATER FACILITY PLAN FOR THE IMPLEMENTATION OF DRINKING WATER SYSTEM IMPROVEMENTS, EFFECTIVE THIS DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of water facilities; and Florida Administrative Code requires the formal authorization by City Commission to formally adopt a facility plan outlining necessary Drinking Water facility improvements to comply with State of Florida funding requirements; and

WHEREAS, formal adoption of the proposed Facility Plan is required for the City of LaBelle to participate in the State Revolving Loan Fund Program; and

WHEREAS, the City Commission of the City of LaBelle, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for the purpose of Drinking Water System Improvements; and

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of LaBelle, Florida formally approves and adopts the City of Labelle Facility Plan as written and presented to the City Commission on this12th day of December, 2024.

SECTION 1. **FINDINGS** The foregoing findings are incorporated herein by reference and made a part hereof.

The City of LaBelle Florida is authorized to approve the proposed Facility Plan.

The Mayor is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.

The Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the Drinking Water facility improvements. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The Mayor is authorized to delegate responsibility to appropriate City Staff to carry out technical, financial, and administrative activities associated with the Facility Plan.

The legal authority for adoption of this facility plan is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 2. **EFFECTIVE DATE** This Resolution shall take effect upon its approval and adoption by the City Commission.

APPROVED AND ADOPTION THIS 12TH DAY OF DECEMBER, 2024.

CITY COMMISSION
CITY OF LABELLE, FLORIDA

_____
MAYOR **(SEAL)**

ATTEST:

_____

APPROVED AS TO FORM AND CORRECTNESS:

_____

City of LaBelle Board of Commissioners
Agenda Request

To: Honorable Mayor and City Commission

Prepared By: **Woodard & Curran Fiscal Solutions Team**

Date of Meeting: 12/12/2024

Date Submitted: TBD

Title of Agenda Item: LaBelle SAHFI Clean Water Facility Plan

Agenda Location: 481 West Hickpochee Ave LaBelle, FL 33975

Report in brief: In 2024, the City submitted a Request for Inclusion to the State Revolving Fund for the Supplemental Appropriation for Hurricanes Fiona and Ian and was awarded $19,823,318 for the planning, design, and construction of Clean Water Facility improvements. Of the 19.8 million dollars, $125,000 has been earmarked for planning activities. In order to receive the funding, the city must produce a Clean Water Facility Plan as required by the SRF program. Subsequently, the City entered into an agreement with Woodard & Curran to produce the Clean Water Facility Plan outlining needed improvements to clean water infrastructure and projects the efficiency and cost effectiveness for a period of 20-years. This meeting will present the findings of the Clean Water Facility Plan for approval and discuss potential impacts to the community.

Staff Comments:

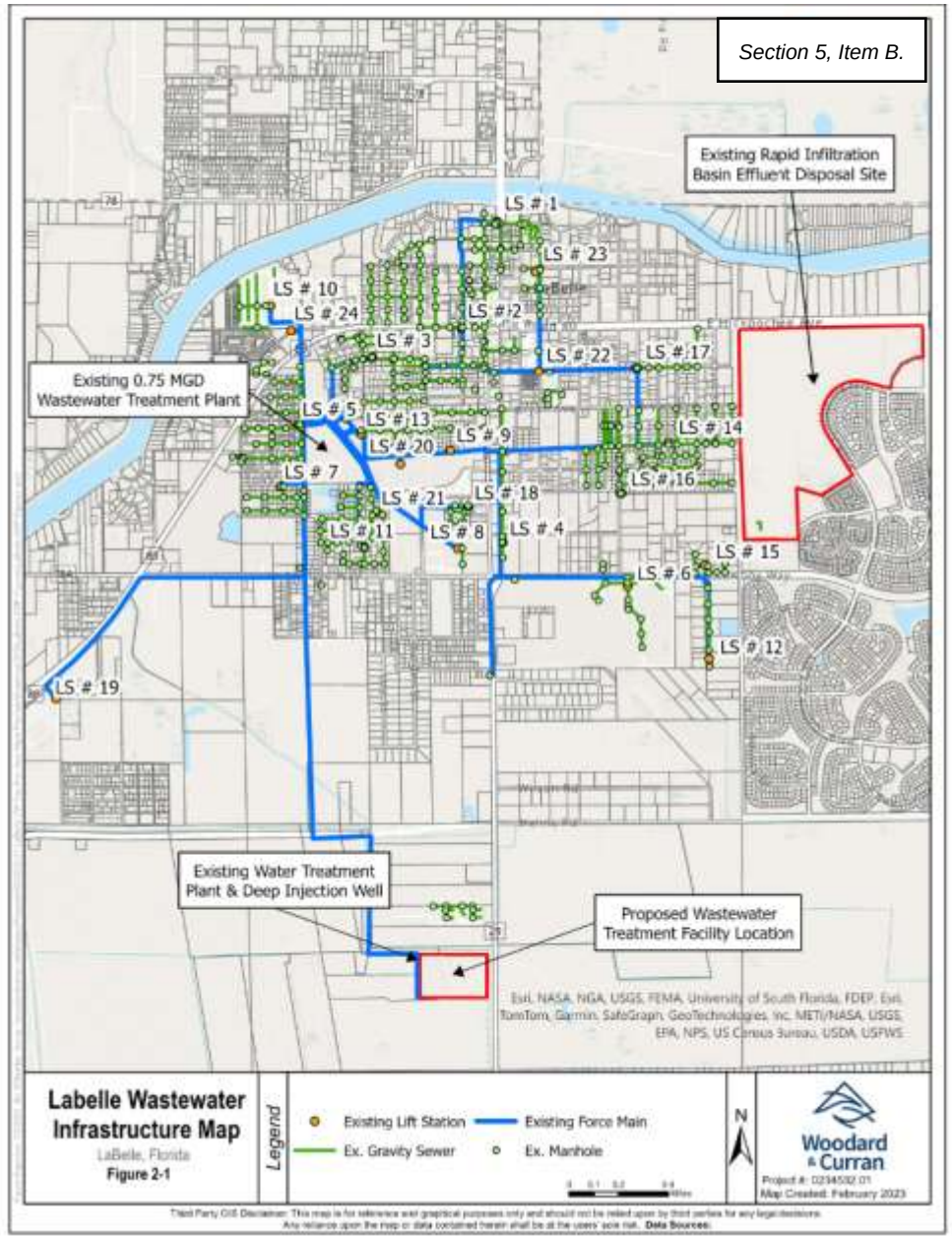
Fiscal Impact: This project is being funded with a 100% Principal Forgiveness Loan through FDEP SRF.

Recommended Actions: Review and approve Clean Water Facility Plan findings.

Clean Water (Wastewater) Facility Plan

Wastewater Facility Plan

- 20-year planning document that includes:
  - Growth, Flow Projections and Resiliency
  - PROJECT 1 – Wastewater Treatment Facility
    - Rehabilitate and Expand Existing
    - Relocation and Construct New Facility
  - PROJECT 2 – Lift Station 3
    - Retrofit Existing Station
    - Replace Station
  - PROJECT 3 – Lift Station 4
    - Retrofit Existing Station
    - Replace Station
  - PROJECT 4 – Sewer Collection System
    - Rehabilitate Select Portions of System
    - Replace System
  - SAHFI Funding Justification for Project 1



PROJECT 1 – Wastewater Treatment Facility

Project Need:

The existing treatment plant is beyond its useful life, requires extensive improvements and expansion to accommodate existing population, septic to sewer conversions and new commitments.

Alternatives:

A. Do Nothing

B. Rehabilitate and Expand Existing Facility

C. Relocate and Construct New Facility (Ox Ditch)

D. Relocate and Construct New Facility (Packaged Biological)

Selected Alt. Capital Cost:

$57,809,000

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

Scope of Work:

- New relocated Wastewater Treatment Facility at higher elevation adjacent to Water Facility
- Construct new Lift Station at Existing WWTF
- Demolish major components of Existing WWTF
- New influent raw sewage pump station
- Headworks with screening and grit removal
- Secondary process (packaged)
- Tertiary filtration
- Disinfection
- Effluent discharge
- Aerobic digestion
- Sludge dewatering
- Upgrade camera system to allow for remote monitoring
- Controls and electrical improvements to provide greater level of protection against lightning strikes and FPL power surges
- Upgrade SCADA to incorporate plant upgrades

Cost to the Rate Payer:

- Project is scheduled for SAHFI and other Grant funding. Current rates are sufficient to cover any additional projected debt service for this project per Utility Rate Structure adopted on October 10, 2024.

Woodard & Curran

PROJECT 2 – Lift Station 3

Project Need:

Lift Station 3 collects flow from seven other lift stations and conveys it to the wastewater treatment facility. It is a critical cog in the City's system and requires wet well, pump, electrical panel and generator upgrades.

Alternatives:

A. Do Nothing

B. Retrofit Existing Lift Station

C. New Lift Station

Selected Alt. Capital Cost:

$1,360,000

Scope of Work:

- Install new lift station adjacent to existing lift station.
- New Lift station to include:
  - Expanded Concrete wetwell
  - New Submersible Pumps
  - New Electrical
  - New Generator with automatic transfer switch
  - New security fence
  - Site lighting
  - Surge protection
  - Safety Grating

Cost to the Rate Payer:

- Current rates are sufficient to cover the projected debt service for this project per Utility Rate Structure adopted on October 10, 2024.

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

PROJECT 3 – Lift Station 4

Project Need:

Lift Station 4 collects flow from several businesses and future residential zone D, E, G, H & I. It is a critical cog in the City's system and requires wet well, pump, electrical panel and generator upgrades.

Alternatives:

A. Do Nothing

B. Retrofit Existing Lift Station

C. New Lift Station

Selected Alt. Capital Cost:

$844,000

Scope of Work:

- Install new lift station adjacent to existing lift station.
- New Lift station to include:
  - Expanded Concrete wetwell
  - New Submersible Pumps
  - New Electrical
  - New Generator with automatic transfer switch
  - New security fence
  - Site lighting
  - Surge protection
  - Safety Grating

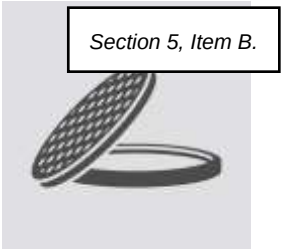
Cost to the Rate Payer:

- Current rates are sufficient to cover the projected debt service for this project per Utility Rate Structure adopted on October 10, 2024.

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

PROJECT 4 – Sewer Collection System



Project Need:

The 2023 Sanitary Sewer Evaluation Survey identified defective pipes and manholes consistent with aging infrastructure throughout the collection system

Alternatives:

A. Do Nothing

B. Collection System Rehabilitation

C. Collection System Replacement

Selected Alt. Capital Cost:

$5,570,000

Scope of Work:

- Trenchless rehabilitation of approximately 15,000 LF of pipe
- Heavy cleaning and inspection of approximately 5,000 LF of pipe
- Open Cut spot replacement/repair at various locations
- Rehabilitation of approximately 170 manholes
- Replace approximately 10 manholes

Cost to the Rate Payer:

- Current rates are sufficient to cover the projected debt service for this project per Utility Rate Structure adopted on October 10, 2024.

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

Woodard & Curran

Wastewater Improvements Cost Estimates

Table ES-1: Facility Plan Alternative Selection and Associated Cost

Project	Alternative Selected	Capital Cost
Wastewater Treatment Plant (WWTP)	Alternative 4: New WWTP	$56,200,000
Lift Station 3	Alternative 3: Lift Station 3 Reconstruction	$790,000
Lift Station 4	Alternative 3: Lift Station 4 Reconstruction	$800,000
Sewer Collection	Alternative 2: Sewer Rehabilitation	$5,570,000

Total Allocated SAHFI Funding = $19,500,000

Clean Water (Wastewater) Facility Plan

City Commission Discussion

Public Comment

Consideration of Resolution

Thank you! Questions?

Justin deMello
Senior Client Manager
jdemello@woodardcurran.com

1511 N Westshore Boulevard
Suite 420
Tampa, Florida 33607
www.woodardcurran.com

T 800.426.4262

Via Electronic Mail

12/2/2024

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

RE: Proposal for Design Engineering Services for New Wastewater Treatment Facility
City of LaBelle, FL

Dear Mayor Wilkins:

Thank you for the opportunity for Woodard & Curran (W&C) to provide this proposal for professional Design Engineering Services pertaining to the new Wastewater Treatment Facility (WWTF) for the City of LaBelle (City).

This project and the proposed scope encompass the recommendations included in the LaBelle Clean Water Facilities Plan (CW Plan) that was prepared for the City of LaBelle in a collaborative effort by City Staff and W&C to meet the current and future needs of the City and the requirements of the Florida Department of Environmental Protection's (FDEP's) funding from Special Appropriation for Hurricanes Fiona and Ian (SAHFI). The CW Plan was developed to evaluate utility needs related to clean water treatment and collection to include improved resiliency, flood protection, health and safety, reliability, O&M efficiency and 20-year growth estimates.

BACKGROUND

The City of LaBelle, Florida is in northwestern Hendry County on the south side of the Caloosahatchee River. The population is approximately 5,041 people according to a 2022 report from the University of Florida's Bureau of Economic Business Research (BEBR). An average annual 0.9% population growth is expected to occur within the existing service area. This corresponds with a total population estimate of 23% between 2022 and 2046.

The City's existing Citrus Street Wastewater Treatment Facility is rated for an annual average flow of 0.75 MGD (1.85 Peak Hour Flow). Currently, about 61% of the City's residents are connected to the sewage collection system. However, the City is actively working toward connecting residents utilizing septic systems to the sewer collection system. The CW Plan estimates future annual average flow rate of 0.81 MGD (2.5 Peak Hour Flow). The existing WWTF (as well as the associated collection system and lift stations) are currently undersized to meet the requirements of the City's 20-year planning period.

PROJECT UNDERSTANDING AND APPROACH SUMMARY

Based on the assessment performed in the CW Plan and the projected wastewater flows from future developments, the City urgently needs to implement the recommendations of the CW

Plan. This Design Engineering Services scope was developed for a new wastewater treatment facility, as further described below:

New Wastewater Treatment Facility

1. Installation of a new master lift pump station to transport raw wastewater from the existing Citrus St. WWTF site to the new WWTF located at the southern end of the City. The station will include submersible pumps ultimately capable of pumping a peak flow of 2.46 MGD. The new pump station will include a control panel, motor control center (MCC), generator, valve vault, internal piping, water connection, fencing, lighting and radio communications. The station will be located at the site of the existing Citrus St. WWTF.

2. Repurposing the existing 8" PVC reuse force main from the existing WWTF effluent to the injection well located adjacent to the proposed WWTF location. This force main will be repurposed to pump wastewater from the new master lift pump station to the new WWTF location.

3. Installation of a new concrete headworks structure with a mechanical screen, bar rack, screenings dewatering and conveyance, grit removal, and grit dewatering and conveyance. The structure will include a splitter box to distribute screened flow to secondary treatment. The headworks will be open-air and not include a canopy or enclosure.

4. Installation of a field erected packaged treatment system designed by the manufacturer. Two systems will be provided to ensure complete redundancy. Each packaged system includes a center clarifier, biological treatment, equalization basin, and a digester zone. The packaged system includes ancillary equipment including blowers, mixers, recycle pumps, etc. to provide a functional secondary treatment process. The packaged treatment system manufacturer will provide Return Activated Sludge and Waste Activated Sludge air lift pumps for transfer of solids.

5. Installation of an intermediate pump station, which will be a submersible station consisting of pre-cast concrete wet-well and valve vault, control panel, and associated electrical controls and instrumentation.

6. Installation of new tertiary cloth-disc filters arranged in parallel to provide duty and standby units. Filters will require ferric chloride and polymer addition for coagulation and flocculation. Equipment will include chemical storage tanks and dosing equipment. All chemical equipment will be housed under a canopy structure that is equipped with secondary containment, plumbing, piping, electrical, instrumentation and controls. The filters will be located outside of the canopy.

7. Installation of two concrete chlorine contact tanks (CCTs), each with a volume of approximately 43,000 gallons and associated baffle walls. A sodium hypochlorite bulk storage tank and pumping system will be included to feed into the CCTs. All equipment will be housed under a canopy structure that will be equipped with secondary containment, plumbing, piping, electrical, instrumentation and controls.

8. Installation of an effluent pump station to discharge disinfected effluent to the existing deep injection well. The final effluent pump station includes a pre-cast wet well and valve vault with submersible pumps, piping, and associated electrical, instrumentation and controls.

9. Installation of a belt filter press for dewatering, including conveyor, polymer storage and dosing equipment, all housed within a canopy that will be equipped with plumbing, piping, electrical, and instrumentation and controls.

10. Installation of new driveway, chain link fencing around the facility, electric access gate, new emergency generator, and transformer.

11. New Operations Building to include a laboratory, bathrooms, office space, and main electrical room.

12. New Supervisory Control and Data Acquisition (SCADA) System

13. Demolition of the existing Citrus Street WWTF, including all tanks and associated process end electrical equipment.

SCOPE OF WORK DETAILS

W&C agrees to provide the following Engineering Design Services to the City as follows:

PHASE 001 – Preliminary Investigations

1.1 Survey & Subsurface Utility Locate: W&C will complete a boundary and topographic survey using the City approved horizontal and vertical datum to create a base plan for the new WWTF, including but not limited to property lines, topography, utilities, drainage, physical features, and buildings. This information will also be used to confirm proposed infrastructure location in comparison to the 100-year and 500-year flood zone. A desktop review of available information will be performed to identify wetland resource areas. All survey and subsurface utility locate drawings will be stamped by a Florida Licensed Professional Surveyor. The City will be provided with copies of all finalized drawings. This work is anticipated to be sub-contracted.

1.2 Geotechnical Subsurface Studies: Geotechnical exploration, including soil sampling and borings, will be conducted to ascertain the necessary geotechnical design parameters at locations of any proposed new structures at the WWTF. This task includes pre-exploration activities, including review of published soils information and plans of underground utilities to facilitate the completion of subsurface exploratory test borings and analysis. A report summarizing all data and findings will be prepared and provided to the City. This work is anticipated to be sub-contracted.

1.3 Environmental Assessment: A site inspection and desktop analysis of the proposed WWTF will be conducted for the presence of wetlands and/or endangered species. A report summarizing all data and findings will be prepared and provided to the City. This work is anticipated to be sub-contracted.

1.4 Hazardous Materials Assessment of Existing Structures: An asbestos, PCB, and lead based paint survey and materials sampling of the existing Citrus St. WWTF will be conducted by an EPA accredited, Florida licensed inspector. Samples will be submitted to a National Voluntary Laboratory Accreditation Program (NVLAP)-accredited laboratory for confirmatory polarized light microscopy (PLM) analysis per the EPA test method set forth in EPA/600/R-93-116. The survey results will be summarized in a report which will include inventory sheets for each building/structure. This work is anticipated to be sub-contracted. The scope does not include hazardous materials assessment of soils or groundwater.

PHASE 002 – Construction Management Selection

Phase 002 will consist of facilitating for the City the selection of the qualified Construction Manager At Risk (CMAR) for the project. This phase will include development of the Request for Qualifications (RFQ) for the Construction Manager at Risk (CMAR) for the project, coordinating CMAR interviews, and facilitating the evaluation of the RFQ packages received.

2.1 Preparation of RFQ: W&C will prepare an RFQ consisting of project summary, preliminary project schedule, and background, CMAR scope of services, RFQ submission requirements, owner's evaluation process/criteria/scoring, CMAR contract agreement, standard terms and conditions, and a technical package that includes: Drawing List, Preliminary Site Plan, draft process flow diagrams, Equipment List, and preliminary demolition drawings. W&C will review the RFQ with the City before advertising it publicly.

2.2 CMAR RFQ Process: W&C will work with the City to advertise the RFQ. W&C will lead a pre-proposal meeting to introduce all proposers to the project and scope of work. W&C will address Requests for Information (RFIs) submitted by proposers as they are preparing their proposals in the form of RFQ Addenda. W&C will also assist with coordinating and attending CMAR interviews.

2.3 Evaluation of Proposals: W&C will review each proposal for accuracy and completeness and will work with the City to evaluate each proposal based on weighted criteria for selection. The evaluation criteria description and relative weight assigned to each will be defined in the RFQ package. A score will be assigned to each Proposal based on the evaluation criteria.

2.4 Project Management (PM): This task occurs concurrently with all the steps outlined above and consists of all those tasks necessary to inform the City of the project's needs; monitor and control the design process; coordinate information and meetings; coordinate with subcontractors and in-house design staff; reach timely decisions to meet the project schedule; prepare reports to the Client on the progress of the project and status of schedule and budget; and provide technical oversight of project activities.

Meetings: W&C will attend the following meetings which are included under the scope of this proposal:

- One (1) kickoff meeting and site visit at the beginning of the project with City Staff and Operations personnel to confirm W&C's understanding of the City's goals for the project and to review the written scope of work, project deliverables, project schedule, and project budget;

- One (1) Workshop with the City to discuss CMAR delivery, RFQ and selection approach;
- One (1) design review meeting to review the CMAR technical package and RFQ with City Staff and Operations personnel; and
- One (1) pre-proposal meeting as part of the CMAR RFQ process.

PHASE 003 – Preliminary Design

Phase 003 will consist of preliminary design development which will include the preparation of progressing to a Design Basis Report, with input from the CMAR. Design charette meetings will be held with the City and CMAR to identify key decisions for each process of the WWTF design. Discussions may include building approach, materials of construction, equipment selection and sizing, and building and piping layouts. The decisions formed from these charette meetings will form the basis for design, which will be summarized in a 30% Design Basis Report.

3.1 Process and Mechanical Design: W&C will prepare the basic process and mechanical design calculations to confirm sizing for each process and piece of equipment. Equipment list will be finalized. General arrangement drawings for the headworks, filters, disinfection and dewatering equipment will be drafted. Demolition drawings for the Citrus St. WWTF will be prepared. Preliminary Process & Instrumentation Diagrams (P&ID) will be prepared for each process.

3.2 Electrical, Instrumentation, and Controls Design: W&C will prepare single line electrical diagrams for each process. Classified areas of the plant will be identified based on National Fire Protection Association (NFPA) 820 standards. Instrumentation and Controls (I&C) design for the project improvements will include a preliminary instrument list and network architecture drawing. Selection and specification of instruments will be coordinated with City and Operations Staff.

3.3 Civil Design: W&C will prepare a site grading and preliminary utilities plan for the WWTF site utilizing the base plan prepared from the ground survey. A preliminary stormwater design plan will be prepared. Issues regarding additional easements and land acquisitions will be identified and brought to the City's attention for resolution.

3.4 Structural & Architectural Design: W&C will prepare general layout drawings for the operations building. A building code review will be conducted. Building and structure type and materials will be identified and summarized in the Design Basis Report.

3.5 Heating Ventilation and Air Conditioning / Plumbing Design: W&C will prepare preliminary design of the Heating Ventilation and Air Conditioning (HVAC) and plumbing at the new WWTF. The type of HVAC will be selected and preliminarily sized for the Operations Building. Plumbing scope will consist of potable water design only. The WWTF will utilize plant water for various process equipment, which will be captured as part of the process and mechanical design.

3.6 Design Basis Report: A Design Basis Report (DBR) will be drafted for the City that will document and describe the design parameters of the WWTF design. The DBR will be organized

to comply with the requirements of the Florida Administrative Code and submitted to FDEP as part of the permitting process.

3.7 CMAR: W&C will coordinate design charette meetings to review the design basis of each process with the CMAR and City. Four (4) four-hour design charette meetings have been budgeted. W&C will also coordinate regular design review meetings with the CMAR. Meetings are anticipated to occur on a bi-weekly basis, but frequency can be adjusted as needed and agreed to by all parties. Six (6) 1-hour meetings have been budgeted for this phase.

3.8 Project Management (PM), This task occurs concurrently with all the steps outlined above and consists of all those tasks necessary to inform the City of the project's needs; monitor and control the design process; coordinate information and meetings; coordinate with subcontractors and in-house design staff; reach timely decisions to meet the project schedule; prepare reports to the Client on the progress of the project and status of schedule and budget; and provide technical oversight of project activities.

Meetings: W&C will attend the following meetings which are included under the scope of this proposal:

- One (1) Workshop with the City and Operations staff to review Operations Building preferences;
- One (1) design review meeting to review the 30% Design Basis Report with City Staff and Operations personnel;
- Four (4) 4-hour design charette meetings have been budgeted to review design basis of each process with CMAR and City; and
- Bi-Weekly virtual meetings will be held with the CMAR and City. Six (6) 1-hour meetings have been budgeted for this phase.

PHASE 004 – Packaged Plant Early Work Package

Phase 004 will consist of preparing an Early Work Package for the procurement of the Packaged Plant system. It is assumed that only one early work package will be prepared as part of this project. If the CMAR suggests that additional early work packages be prepared and the City agrees, an amendment will be requested.

4.1 Packaged Plant Early Work Package: W&C will prepare a detailed specification for the Packaged Plant system, including all design and performance parameters. We will also prepare some preliminary layout drawings for the system. The CMAR will prepare a Guaranteed Maximum Price (GMP) for the procurement of the packaged plant system, as this is expected to be a long lead item. This package will not authorize installation of the equipment.

4.2 Review of Early Work Package GMP: W&C will review the Guaranteed Maximum Price prepared by the CMAR with the owner prior to recommending authorization to proceed.

PHASE 005 – Intermediate Design for GMP Development

Phase 005 will consist of an intermediate design package for the CMAR to prepare the Guaranteed Maximum Price (GMP).

5.1 Process and Mechanical Design: W&C will prepare the full details for the process and mechanical design, including detailed drawings and draft specifications for the new equipment, pumps, piping, valving, instrumentation, and chemical feed systems. Drawings will consist of mechanical layouts and details. The P&ID drawings will be finalized with additional details as appropriate.

5.2 Electrical, Instrumentation, and Controls Design: W&C will prepare draft specifications and draft design drawings. Design will include installation of a new power service sufficient to accommodate the proposed WWTF; installation of new PLCs and/or MCCs to serve the new process loads; and power and controls for all new process equipment. Site Security will be designed for new gate access and building access. Drawings will include one-line diagrams, control panel design, power plans, control plans, wiring diagrams, cable tray layouts, HVAC, interior & exterior lighting, and emergency power.

I&C design will include preparation of a detailed I&C and associated facility components design. It is assumed that the design will include network architecture revisions, development of controls narratives (for Programmable Logic Controllers (PLCs), Human Machine Interface (HMI), & SCADA), control panel designs, and remote communication design.

5.3 Civil Design: W&C will prepare grading, site access and utilities design drawings. Design elements will consist of site clearing and preparation, site grading, site layout, site utilities, stormwater management, fencing, driveway, and walkways. The addition of impervious area is expected to be limited; however, any permitting associated with additional impervious area will be addressed in Phase 007 below.

5.4 Structural and Architectural Design: W&C will prepare detailed structural and architectural design. It is assumed that the design will include a new slab-on-grade metal building; new canopy structures for filter chemical feed, disinfection chemical feed, and solids handling; new foundations for the packaged treatment plants, and all associated equipment pads and submersible pump station foundations. It is assumed that no special foundations will be needed for this design such as piles or other deep foundations. The budget is based on the assumption that the geotechnical investigations will not find subsurface conditions requiring more expensive structural design. Design will include preparation of technical specifications and drawings. Detailed architectural design and drawings related to the aesthetics and architectural aspects of the Operations Building will be prepared.

Fire protection of the Operations Building may include a sprinkler system, if required by code, that will be designed by a certified fire protection expert during construction. A performance specification will be prepared for sprinkler design, if needed.

5.5 HVAC and Plumbing Design: W&C will prepare HVAC sizing calculations, specifications, and drawings for the HVAC system in the Operations Building. HVAC design is anticipated to consist predominantly of air handling equipment and ductwork. The electrical room within the

building will likely include a mini-split unit for conditioning the space. Plumbing details will include a potable water supply system for the building, bathroom fixtures, eye wash stations, and floor drains. This task will include the design of any plumbing necessary to ensure the chemical building meets local, state, and federal plumbing codes.

5.6 CMAR: W&C will coordinate regular design review meetings with the CMAR. Meetings are anticipated to occur on a biweekly basis, but frequency can be adjusted as needed and agreed to by all parties. Ten (10) 1-hour meetings have been budgeted for this phase.

5.7 Project Management (PM) This task occurs concurrently with all the steps outlined above and consists of all those tasks necessary to inform the City of the project's needs; monitor and control the design process; coordinate information and meetings; coordinate with subcontractors and in-house design staff; reach timely decisions to meet the project schedule; prepare reports to the Client on the progress of the project and status of schedule and budget; and provide technical oversight of project activities.

Meetings: W&C will attend the follow meetings which are included under the scope of this proposal:

- One (1) design review meeting to review the 70% Design drawings with City Staff, CMAR, and Operations personnel; and
- Bi-Weekly virtual design review meetings with CMAR and City as described above. Ten (10) 1-hour meetings have been budgeted for this phase.

PHASE 006 – Final Design

Phase 006 will consist of final design development which includes the preparation of a 90% complete set of design plans and a full draft set of the construction specifications. The 90% design plans and specifications will be reviewed with the City, the Operations Team, and CMAR.

Drawings and specifications will then be updated with any comments from the 90% design review. Finally the drawings, specifications and DBR will go through one last QA/QC technical and content review by W&C Engineering Staff and a final set of 100% design construction documents will be prepared. All construction documents will be stamped and signed by registered Florida Professional Engineers. Construction documents will then be submitted to FDEP for review and approval for compliance with funding requirements.

6.1 Process and Mechanical Design: W&C will finalize the full details for the process and mechanical design, prepare a set of specifications, and finalize detailed drawings for the new equipment, pumps, piping, valving, tanks, and chemical feed systems.

6.2 Electrical, Instrumentation, and Controls Design: W&C will prepare the E&IC specifications and finalize the detailed design drawings including drawings for control panels, one-line diagrams, site plan including grounding system, control panel design, power plans, control plans, wiring diagrams, cable tray layouts, HVAC, interior & exterior lighting, schedules, details, and emergency power.

6.3 Civil Design: W&C will finalize grading, site access and utilities design drawings. Design elements will consist of site clearing and preparation, site grading, site layout, site utilities, stormwater management, fencing, driveway, and walkways. The addition of impervious area is expected to be limited; however, any permitting associated with additional impervious area will be addressed in Phase 007 below.

6.4 Structural and Architectural Design: W&C will finalize detailed structural and architectural design. It is assumed that the design will include a new slab-on-grade metal building; new canopy structures for filter chemical feed, disinfection chemical feed, and solids handling; new foundations for the packaged treatment plants, and all associated equipment pads and submersible pump station foundations. It is assumed that no special foundations will be needed for this design such as piles or other deep foundations. The budget is based on the assumption that the geotechnical investigations will not find subsurface conditions requiring more expensive structural design. Design will include finalizing of technical specifications and drawings. Detailed architectural design and drawings related to the aesthetics and architectural aspects of the Operations Building will be finalized.

Fire protection of the Operations Building may include a sprinkler system, if required by code, that will be designed by a certified fire protection expert during construction. A performance specification will be prepared for sprinkler design, if needed.

6.5 HVAC and Plumbing Design: W&C will finalize HVAC and Plumbing design, prepare specifications, and finalize drawings for the Operations Building.

6.6 CMAR: W&C will coordinate regular design review meetings with the CMAR. Meetings are anticipated to occur on a biweekly basis, but frequency can be adjusted as needed and agreed to by all parties. Eight (8) 1-hour meetings have been budgeted for this phase.

6.7 Project Management (PM)): This task occurs concurrently with all the steps outlined above and consists of all those tasks necessary to inform the City of the project's needs; monitor and control the design process; coordinate information and meetings; coordinate with subcontractors and in-house design staff; reach timely decisions to meet the project schedule; prepare reports to the Client on the progress of the project and status of schedule and budget; and provide technical oversight of project activities.

Meetings: W&C will attend the follow meetings which are included under the scope of this proposal:

- One (1) design review meeting to review the 90% Design drawings and specifications with City Staff, CMAR, and Operations personnel; and
- Regularly scheduled online design review meetings with CMAR as described above. Eight (8) 1-hour meetings have been budgeted for this phase.

6.8 Specifications: W&C will provide a complete set of Specifications that will be prepared to define the work, equipment, and materials to be performed and provided by the CMAR. This project will utilize Engineer's bidding and contractual (front-end) specifications based on the integrated Engineers Joint Contract Documents Committee (EJCDC) construction series

documents (specifically EJCDC CMAR-990), Florida bidding laws and regulations, and FDEP SAHFI funding requirements. General requirements and technical specifications will be Engineer master guide specifications based on Construction Specifications Institute standards (including MasterFormat) which are coordinated with the EJCDC bidding/contractual documents.

PHASE 007 – Permitting

Phase 007 will consist of preparing and submitting permitting applications required by state and federal requirements. An allowance has been allocated for such efforts. During Phase 003 Preliminary Design, the permitting effort for this project will be further refined. The Design Basis Report will include a list of anticipated permits for this project, which may the following:

- FDEP Application for a Wastewater Permit Application Form 2A for Domestic Wastewater Facilities,
- FDEP Application for a Minor Revision to a Wastewater Facility or Activity Permit for the deep injection well,
- South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) (if required),

All permitting fees will be paid for directly by the City.

SCHEDULE

The scope of work will be completed by W&C as indicated in the timeline noted below commencing from Authorization To Proceed (ATP) issued by the City.

PHASE	DESCRIPTION	ESTIMATED SCHEDULE TO COMPLETE
001	Preliminary Investigations	4 months from ATP
002	Construction Management Selection	3 months from ATP
003	Preliminary Design	4 months from completion of Phase 001
004	Packaged Plant Early Work Package	3 months from completion of Phase 003
005	Intermediate Design for GMP Development	5 months from completion of Phase 003
006	Final Design	4 months from completion of Phase 004
007	Permitting	5 months from completion of Phase 003

ASSUMPTIONS AND UNDERSTANDINGS

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

1. The scope of this project is limited to the design of the City of LaBelle's new Wastewater Treatment Facility as identified in the Clean Water Facilities Plan. Upgrades to the collection system and associated lift stations are excluded from this scope.

2. This scope assumes that no additional survey, geotechnical, hydrogeological, or utility location is needed for the project design and permitting, beyond what is included in the Scope herein. If additional is required for final design or permitting beyond this scope, it will be completed by the Engineer or a sub-contractor + 10% fee basis, with City authorization.

3. Alternatives Evaluations: Alternative evaluations and process equipment selection was conducted as part of the CW Facilities Plan. Therefore, additional alternatives analysis will not be conducted as part of the design and will be excluded from the scope of this project.

4. Pre-Procurements & Pre-Selection: The scope herein is for a Construction Manager At Risk (CMAR) approach. Engineering services associated with pre-procurement, evaluated bids and pre-selection of process equipment, instruments and related appurtenances are not included as part of this scope. The Packaged Plant Early Work Package as identified herein is the only opportunity for pre-procurement that is currently scoped in this project.

5. Staffing: This scope does not include a staffing analysis, a criticality analysis, or recommendations for staffing levels.

6. Land Acquisition/Easements: This scope does not include fees or engineering associated with land purchase, sketch of descriptions, and easements (if applicable).

7. The scope does not include engineering services during construction or resident engineering services. This will be provided to the City under a separate Task Order prior to the construction phase of the project.

8. W&C is not conducting a field condition assessment or camera recording of the existing collection system or force mains.

9. The proposal assumes the City will provide access to all existing infrastructure being upgraded during this design effort.

10. The City will provide the most recent available record plans and collection system maps (as available).

11. All permitting fees shall be paid by the City.

12. Permitting for county and local permits required for construction will be applied for and obtained by the CMAR.
13. The design will be in accordance with City of LaBelle Design Standards, when available.
14. Permitting associated with re-rating the WWTF and deep injection well is excluded from this scope.
15. Attendance, participation, and presentations at public hearings or city council meetings are excluded from this scope of work.
16. Work associated with addressing third-party review is excluded from this scope of work. Time for coordination and collaboration with an Owners Project Manager is also excluded from this scope.
17. Preparation of cost estimates and construction schedules will be the responsibility of the CMAR and is excluded from this scope.
18. Testing of the deep injection well to confirm capacity is excluded from this contract.
19. This scope assumes effluent wastewater from the WWTF will be discharged to the existing deep injection well. As identified in the CW Plan, the deep injection well has capacity to handle the future average daily flow of 0.82 MGD and the existing peak hourly flow of 1.85 MGD. However, additional discharge capacity will be required in the future to achieve the projected peak daily flow of 2.46 MGD. Further evaluation and investigation is required to determine the best and most affordable option for the City. This evaluation is excluded from this contract. Should the City like to include the option to discharge to the existing rapid infiltration basins (RIBs) which are located approximately 3.5 miles away, an amendment will be required to confirm RIB capacity and design a new force main and pump station. Additional preliminary investigation services, such as survey and geotechnical evaluations, would also be required.
20. SCADA integration is excluded from this project. It is assumed that SCADA integration will be conducted by Woodard & Curran as part of a future contract.
21. This project involves repurposing the existing 8" PVC reuse force main from the existing WWTF effluent to the deep injection well located adjacent to the proposed WWTF location. It is assumed that the existing 8" PVC reuse force main does not require repair or rehabilitation. Design modifications to the force main is excluded from this contract. Design of odor control/mitigation of the force main is excluded as well.
22. The Citrus St. WWTF will remain in operation during the construction of the new WWTF to ensure treatment and operation is maintained throughout construction.

DELIVERABLES

The deliverables for this project consist of the following which will all be electronic documents unless otherwise noted:

1. Permitting applications and issued permits.
2. All Preliminary Investigative Work reports and drawings including Environmental Assessments, Subsurface Utility Engineering and Location, Surveys, Geotechnical Studies, and Hazardous Materials Assessment.
3. CMAR RFQ, RFQ Addendums, and RFQ Evaluation Tabulation
4. Draft and Final Design Basis Report with Preliminary Design Drawings
5. Packaged Plant Early Work Package
6. Intermediate Design Package for GMP Development
7. 90% Progress Drawings and Specifications
8. Final 100% Design Construction Drawings and Specifications

BUDGET

Compensation for the Engineering Services described herein will be based upon the following budget that is not to be exceeded without prior written authorization from the City:

Description of Work	Budget
Phase 001 – Preliminary Investigations	$300,000
Phase 002 – Construction Management Selection	$235,000
Phase 003 – Preliminary Design	$669,000
Phase 004 – Packaged Plant Early Work Package	$180,000
Phase 005 – Intermediate Design for GMP Development	$1,383,000
Phase 006 – Final Design	$773,000
Phase 007 – Permitting	$100,000
Total Fee	**$3,640,000**

All phases are lump sum and will be invoiced monthly on a percent complete basis.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the Master Professional Services Agreement for professional and/or engineering services (Agreement), dated May 22, 2023, between the City and Woodard & Curran, Inc.

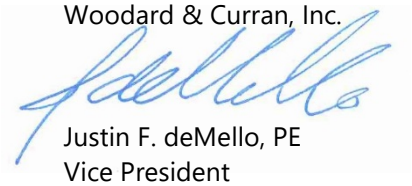
CLOSING

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

Please feel free to contact me at 863-354-4416 or jdemello@woodardcurran.com if you have any questions regarding this proposal or require any further information.

Sincerely,

Woodard & Curran, Inc.



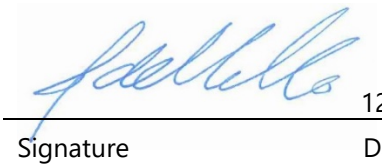
Justin F. deMello, PE
Vice President

PN: P235771.00

KLF

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

AUTHORIZATION BY:

WOODARD & CURRAN, INC.		CITY OF LABELLE, FL	
 12/2/2024			
Signature	Date	Signature	Date
Justin deMello, PE		Julie Wilkins	
Name (printed)		Name (printed)	
Vice President		Mayor	
Title		Title	

SRF CLEAN WATER FACILITY PLAN

City of LaBelle, FL

Clean Water Facilities and Collection System

Woodard & Curran

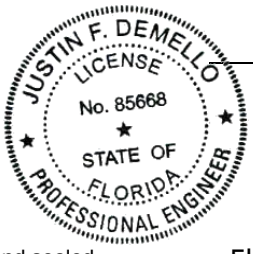
1511 North Westshore Blvd | Suite 420
Tampa, Florida 33607
800.426.4262

woodardcurran.com

0234532.01
LaBelle, FL
November 2024

CERTIFICATION BY ENGINEER

The information contained in this report is true and correct to the best of his knowledge, the report was prepared in accordance with sound engineering principles, and he discussed the recommendations, costs, and funding approach with the City of Labelle (City) or the City's delegated representative. This Clean Water Facilities Plan was prepared to meet the requirements of the Florida Clean Water State Revolving Fund (CWSRF) Program under Chapter 62-503, F.A.C. and this certification pertains only to the planning analysis presented in this report. Certification for design and construction of the proposed facilities will be completed under a separate CWSRF project.



Justin deMello, P.E.
I agree to the terms defined by the placement of my signature on this document
2024.12.03 10:50:31-05'00'

12/3/2024
Date

This item has been electronically signed and sealed by Justin F. deMello, PE on December 3, 2024 using a Digital Signature.

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

Justin deMello, P.E.
Florida P.E. License No. 85668
Woodard & Curran, Inc.
210 S. Florida Ave, Suite 220
Lakeland, FL 33801
863.354.4416

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EXECUTIVE SUMMARY

This planning document was prepared by Woodard & Curran, Inc. (Woodard & Curran) to meet the requirements of the Florida State Revolving Fund (SRF) program for Clean Water Facility Planning. The City of Labelle, Florida, (City) developed this Facilities Plan to evaluate utility needs to support population growth, improve resiliency, and replace or upgrade aging wastewater infrastructure. This Facilities Plan is a planning-level document that defines project needs and estimated costs that will enable the City to apply for grants and low-interest funds for the design and construction of essential wastewater utilities.

This Facilities Plan is based on a 20-year planning period from 2026 to 2046. The evaluation area includes the City of Labelle which is shown in **Figure 1**. The wastewater treatment, collection, and conveyance system consist of a wastewater treatment plant (WWTP), 24 pump stations (two of which are privately owned), approximately 11 miles of force main, and 21 miles of gravity main. The WWTP has a permitted 0.75-million gallons per day (MGD) average daily volumetric flow rate. Wastewater flowing into the WWTP is conveyed by pump stations that are connected by a manifold.

The City's population projection for the 2026-2046 planning period was evaluated based on population growth statistics from the Bureau of Economic and Business Research (BEBR) and the United States (U.S.) Census. The City's population has steadily increased from 2013 to 2022, and the City requires adequate WWTP and wastewater collection and conveyance system capacities to meet future demands.

Five potential projects were evaluated in this Facilities Plan. Three alternatives were evaluated for each of these five potential projects. The first alternative is to make no improvements and other alternatives varied for each potential project. The five potential projects include WWTP, Pump Station 3, Pump Station 4, Master Pump Station, and the wastewater collection system improvements. These potential projects were evaluated because the associated facilities are approaching the end of their useful life. The current WWTP and conveyance system were constructed in or about 2000. The WWTP and wastewater collection and conveyance system have significantly deteriorated. Portions of the wastewater collection system are susceptible to rainwater inflow and groundwater infiltration.

The four alternatives evaluated for the City's WWTP were no infrastructure improvements, rehabilitation and expansion of the existing WWTP, and constructing a new WWTP on another site with a oxidation ditch style biological treatment process and constructing a new WWTP on another site with a packaged style biological treatment process. Alternative 3 has been selected and its associated capital cost is in **Table E-1** below. The three alternatives evaluated for the City's pump stations were no infrastructure improvements, rehabilitation and expansion of the existing Pump Station, and construction of a new Pump Station. Alternative 3 is recommended for all the evaluated pump stations and the associated capital cost is in **Table E-1** below. The three alternatives evaluated for the City's wastewater collection system were no infrastructure improvements, rehabilitation of the existing pipes and replacement of selected pipe segments as outlined in the sewer system evaluation survey (SSES), and the complete replacement of all wastewater collection pipes and manholes that were identified as defective in the SSES. Alternative 2 is recommended and its associated capital cost is in **Table E-1** below.

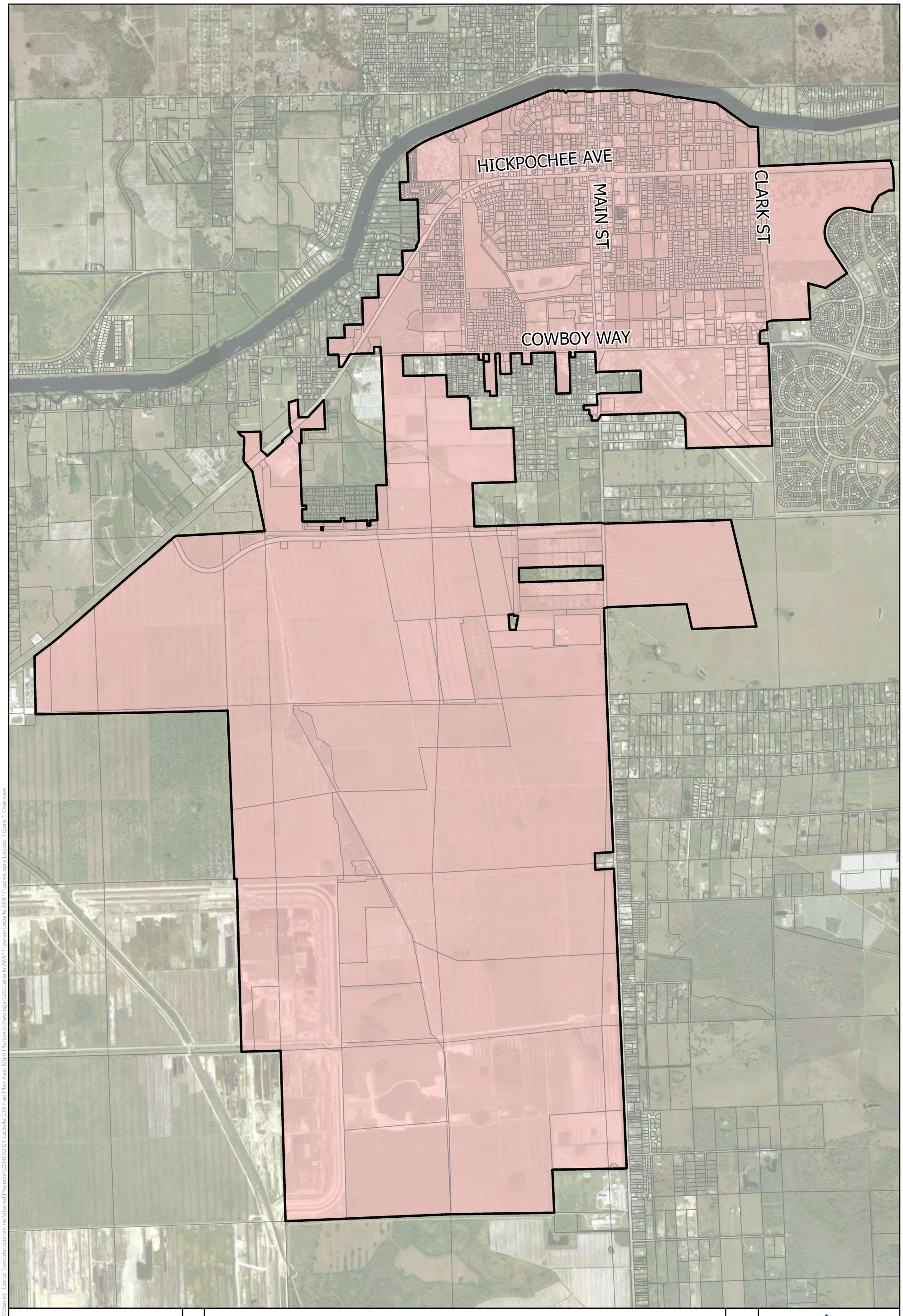

Figure 1: Overview

City of LaBelle, Florida

Legend

Parcels

City Limits

0 1,250 2,500 5,000 Feet

N

Woodard & Curran

Project #: 0234532.01

Map Created: June 2023

Figure Exported: 6/20/2024 By: WStanley Using: \\woodardcurran.net\shared\Projects\0234532.01 LaBelle CW Fac Plan Asst Mgnt Plan\wip\Drawings\GIS\LaBelle AMP Figures\LaBelle AMP Figures.aprx Layout: Figure 1 Overview

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Table ES-1: Facility Plan Alternative Selection and Associated Cost

Project	Alternative Selected	Capital Cost
Wastewater Treatment Plant (WWTP)	Alternative 4: New WWTP	$57,809,000
Lift Station 3	Alternative 3: Lift Station 3 Reconstruction	$844,000
Lift Station 4	Alternative 3: Lift Station 4 Reconstruction	$828,000
Sewer Collection	Alternative 2: Sewer Rehabilitation	$5,908,000

Detailed analysis outlining each of the project's needs, alternatives, capital costs, life cycle costs, and additional information can be found in the following report.

1. PROJECT PLANNING

1.1 LOCATION

The City of LaBelle, Florida (City) is located on the northern boundary of Hendry County and is approximately 30 miles East of Fort Myers, Florida. Hendry County is bordered by Glades County to the North, Palm Beach County to the East, Broward County to the southeast, Collier County to the south, Fort Myers County to the west, and Charlotte County to the northwest. This City has an approximate land area of 12 square miles.

1.2 EXISTING & FUTURE CONDITIONS

1.2.1 Description of Planning Area

The planning area is located within the City Limits of LaBelle, Florida consisting of approximately 9,270 acres. The City of LaBelle is located in northwestern Hendry County, about 32 miles east of Fort Myers and 92 miles west of West Palm Beach. The City of LaBelle is the county seat of Hendry County and provides urban and commercial amenities for surrounding communities in Hendry and Glades counties. The Caloosahatchee River traverses the northern boundary of the City of LaBelle. The City of LaBelle is within the South Florida Water Management District (SFWMD) and Coastal Heartland National Estuary Program area. Two major state roads, State Road (SR) 80 and State Road 29, divide the City. The planning area is depicted in Figure E-1.

1.2.2 Climate

Located in South Florida, the City is within the boundary of Hendry County, Florida. The City's climate is characterized as hot and humid for five months out of the year, from May through October. The City has an average daily high temperature above 87 degrees Fahrenheit during the hot season. The cool season lasts for approximately three months, December through early March. The City has an average low of 52 degrees Fahrenheit during the cool season.

Table 1-1: Summary of Climate Averages

	LaBelle, Florida	United States
Rainfall (inches)	40.1	38.1
Snowfall (inches)	0.0	27.8
Precipitation (days)	136.3	106.2
Average July High (Deg F)	91	85.8
Average Jan. Low (Deg F)	52	21.7
Elevation (feet)	13	2,443

1.2.3 Topography & Drainage

The topography within two miles of LaBelle, Florida is mostly flat, with a maximum elevation change of 23 feet and an average elevation above sea level of 12 feet. The geographical coordinates of LaBelle are 26.762 deg latitude, -81.438 deg longitude. The area within two miles of LaBelle, Florida is covered by artificial surfaces (60%), cropland (26%), and herbaceous vegetation (14%).

According to the United States Fish and Wildlife Service National Wetlands Inventory, the planning area consists of Freshwater Emergent Wetlands, Freshwater Forested/Shrub Wetland, Lakes, and Riverine. The average elevation of the City is 13 feet above sea level with only moderate variations in elevation. The drainage of the planning area is comprised of the following:

- 91.2% of soils are characterized as somewhat poorly drained, poorly drained or very poorly drained.
- 1.2% of soil is well drained.

The following section lists detailed information on specific types of soils and drainage class within the planning area.

1.2.4 Geology, Soils, Physiography

The United States Department of Agriculture Natural Resources Conservation Service Soil Survey denotes that planning area is composed of twenty-nine different types of soils, as provided in Table 1-2. Approximately 50% of the land area is composed of soils that are classified as moderately high, high, and very high capacity to transmit water. 30% of the planning area is classified as moderately low to moderately high capacity to transmit water. The remaining percentage is classified as low to moderately low capacity to transmit water.

The most predominant soil types found in the planning area are characterized as sandy and sandy loamy. The surface to ten inches below, upper horizons, of soils in the planning area are classified as 91.7% sand/fine sand, 5.7% as fine sand loamy, and .2% muck. See Appendix A for the Custom Soil Resource Report.

Table 1-2: Soil Types Within the Planning Area

Soil Type	Drainage Class	% of AOI
1) Cypress Lake sand, 0-2% slopes	Poorly drained	10.3
2) Pineda sand, limestone substratum	Poorly drained	5.4
4) Oldsmar sand, 0-2% slopes	Poorly drained	6.0
6) Wabasso sand, 0-2% slopes	Poorly drained	8.4
7) Immokalee sand, 0-2% slopes	Poorly drained	18.7
8) Malabar sand, 0-2% slopes	Poorly drained	3.9
9) Riviera fine sand, 0-2% slopes	Poorly drained	1.9
10) Pineda-Pineda, wet, fine sand, 0-2%slopes	Poorly drained	0.0
14) Wabasso sand, limestone substratum, 0-2% slopes	Poorly drained	7.3%
15) Myakka sand, 0-2% slopes	Poorly drained	0.4%
17) Basinger sand, 0-2% slopes	Poorly drained	3.8%
18) Pompano sand, 0-2% slopes	Poorly drained	3.2%
19) Gator muck, frequently ponded 0-1% slopes	Very poorly drained	0.8%
20) Okeelanta muck	Very poorly drained	0.1%
21) Holopaw sand, 0-2% slopes	Poorly drained	7.3%
22) Valkaria sand	Poorly drained	1.0%
27) Riviera sand, limestone substratum	Poorly drained	6.3%
28) Cypress Lake sand, frequently ponded, 0-1% slopes	Very poorly drained	0.9%
29) Oldsmar sand, limestone substratum	Poorly drained	3.8%
32) Riviera sand, frequently ponded, 0-1% slopes	Very poorly drained	0.7%
34) Chobee fine sandy loan, limestone substratum, depressional	Very poorly drained	0.5%
37) Tuscawilla fine sand, 0-2% slopes	Very poorly drained	0.5%
39) Udifluvents	Very poorly drained	0.1%
45) Pahokee muck, drained, 0-1% slopes	Very poorly drained	0.1%
47) Udorthents	Well drained	1.2%
49) Aquents, organic substratum	Poorly drained	0.2%
53) Adamsville fine sand, 0-2% slopes	Somewhat poorly drained	1.6%
57) Chobee fine sandy loam, frequently ponded, 0-1% slopes	Very poorly drained	5.2%
62) Pineda sand, depressional	Very poorly drained	0.1%
99) Water	N/A	N/A

1.2.5 Surface & Ground Water Hydrology

The Caloosahatchee River flows through the City of LaBelle City Limits and is identified within the Florida Department of Environmental Protection (FDEP) Caloosahatchee River Basin Management Action Plan (BMAP). The Caloosahatchee River and Estuary Watershed are located in Southwest Florida in Charlotte, Glades, Hendry, and Lee Counties. The river runs from Lake Okeechobee through a series of locks to San Carlos Bay. The freshwater segment of the Caloosahatchee is from Lake Okeechobee to the Franklin Lock (S-79). The marine segment extends from the Franklin Lock to Shell Point, adjacent to San Carlos Bay, with Pine Island Sount to the northwest and Estero Bay to the southeast. The Caloosahatchee River and Estuary Watershed is comprised of three subwatersheds and 27 basins.

Because the river and estuary have been exposed to hydrologic, land use, and other anthropogenic modifications, the water quality in the estuary and surrounding tributaries to the Caloosahatchee River has

been degraded. FDEP adopted total maximum daily loads (TMDLs) for total nitrogen (TN) and total phosphorus (TP) for waterbodies in the watershed.

The source of drinking water for the planning area is the Upper Floridan Aquifer (UFA). The UFA is typically composed of limestone and dolomite and has high flows near the center of the state where the planning area is located.

1.2.6 Surface & Ground Water Quality

The planning area is located in the West Caloosahatchee Subwatershed. According to the FDEP implementation of the Impaired Waters Rule (IWR), the Caloosahatchee River and Estuary located within the planning area is impaired with a water body classification as 3F, 1. Currently, most surface waters in the Caloosahatchee River and Estuary Watershed are categorized as Class III waters, meaning they must be suitable for recreation and must support fish consumption and the propagation and maintenance of a healthy, well-balanced population of fish and wildlife. In 2005, FDEP identified the Caloosahatchee Estuary as impaired for chlorophyll caused by excessive nutrients. Since, FDEP has identified various tributaries to the river, including WBID3237B as impaired for dissolved oxygen (DO). The Caloosahatchee Estuary TMDL was adopted in 2009 for TN.

1.2.7 Water Uses

The UFA is used as the source of drinking water for the City's utility service area. Surface water in the planning area is used for recreational purposes such as boating and fishing.

1.2.8 Source Water Protection

In 2020, an assessment of potential contamination to the source water was completed as part of the Source Water Assessment and Protection Program (SWAPP) with FDEP under the Safe Drinking Water Act (SDWA). The source water protection area is the area encompassed within a five-year groundwater travel time, defined as the area from which water will drain to a well pumping at the average daily permitted rate for a five-year period. In this area all potential sources of contamination were identified and given a susceptibility score and a concern level. Per the 2023 SWAPP, there are three unique potential sources of contamination within the protection areas for the potable water wells operated by the City. Table 1-3 provides the list of potential contamination sources. The potential sources of contamination have a low concern level. The 2023 SWAPP results for the City can be found in Appendix B.

Table 1-3: Summary of Potential Source Water Contamination Sources

Facility Type	Facility Class	Status	Name	Susceptibility Score	Concern Level
Petroleum Storage Tank	Local Government	Open	LaBelle City Well #2	2.77	Low
Petroleum Storage Tank	Local Government	Open	LaBelle City Well #3	2.77	Low
Petroleum Storage Tank	Local Government	Open	LaBelle City Well #2	2.77	Low

1.2.9 Wetlands

According to the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory, the planning area consists of Freshwater Emergent Wetlands, Freshwater Forested/Shrub Wetland, Lakes, and Riverine. It is not anticipated that the proposed project will have any negative effect on wetlands because all proposed upgrades will be done outside of any wetland's boundaries or in existing right-of-way. See Figure 1-1 below.

Wetlands

LaBelle, FL

Legend

- LaBelle City Limits
- Freshwater Emergent Wetland
- Freshwater Forested/ Shrub Wetland
- Freshwater Pond
- Riverine

N

0 0.090.17 0.34 0.51 0.68 Miles

Woodard & Curran

Project #: 0234532.03
Map Created: September 2023

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1.2.10 Environmentally Sensitive Land

According to the United States Department of Agriculture Natural Resources Conservation Service, 86.2% of the planning area consists of farmland of unique importance, defined as land other than prime farmland that is used for the production of specific high-value food and fiber crops. It has the special combination of soil quality, growing season, moisture supply, temperature, humidity, air drainage, elevation, and aspect needed for the soil to economically produce sustainable high yields of these crops when properly managed. The water supply is dependable and of adequate quality. The remainder of soil within the planning area is classified as not prime farmland. Table 1-4 below provides a summary of information on the farmland of unique importance within the planning area.

Table 1-4: Farmland of Unique Importance

Soil Type	Percentage	Acreage
1) Cypress Lake sand, 0-2% slopes	10.3%	949.6
2) Pineda sand, limestone substratum	5.4%	501.3
4) Oldsmar sand, 0-2% slopes	6.0%	552.4
6) Wabasso sand, 0-2% slopes	8.4%	777.8
7) Immokalee sand, 0-2% slopes	18.7%	1,724.9
8) Malabar sand, 0-2% slopes	3.9%	355.8
9) Riviera fine sand, 0-2% slopes	1.9%	179.9
10) Pineda-Pineda, wet, fine sand, 0-2%slopes	0.0%	1.9
14) Wabasso sand, limestone substratum, 0-2% slopes	7.3%	673
15) Myakka sand, 0-2% slopes	0.4%	39.9
17) Basinger sand, 0-2% slopes	3.8%	350.5
19) Gator muck, frequently ponded 0-1% slopes	0.8%	70.3
20) Okeelanta muck	0.1%	9.7
21) Holopaw sand, 0-2% slopes	7.3%	670.3
22) Valkaria sand	1.0%	97
27) Riviera sand, limestone substratum	6.3%	581.5
29) Oldsmar sand, limestone substratum	3.8%	352.4
32) Riviera sand, frequently ponded, 0-1% slopes	0.7%	68.7
45) Pahokee muck, drained, 0-1% slopes	0.1%	10.1
TOTAL:	**80.2%**	**7,966.5**

1.2.11 Plant & Animal Communities

The USFWS Information for Planning and Consultation (IPaC) list includes 12 different species of birds, reptiles, flowering plants, and insects within the planning area. No critical habitats were found within the planning area. Species are classified as candidate, proposed threatened, threatened, or endangered. Table 1-5 below shows the endangered species located in the planning area and the status of each one. Because the proposed project is to take place in previously disturbed areas, the project is not likely to adversely affect resources protected by the Endangered Species Act of 1973. According to the USFWS Consistency Letter dated July 22, 2024, the City of LaBelle proposed project is unlikely to have any detrimental effects to federally listed species or critical habitat and no effect on the species listed below.

The final critical habitat has been identified for the Florida Bonneted Bat, West Indian Manatee, and the Everglade Black Rail bird. According to USFWS Clearence Letter, the Official Species List can be found in Appendix C.

Table 1-5: Endangered Species List within Planning Area

Category	Species Common Name	Species Scientific Name	Status
Mammals	Florida Bonneted Bat	Eumops floridanus	Endangered
	Florida Panther	Puma (=Felis) concolor coryi	Endangered
	Puma Mountain Lion	Puma (=Felis) concolor	Threatened
	Tricolored Bat	Perimyotis subflavus	Proposed Endangered
	West Indian Manatee	Trichechus manatus	Threatened
Birds	Crested Caracara	Caracara plancus audubonii	Threatened
	Eastern Black Rail	Laterallus jamaicensis ssp. jamaicensis	Threatened
	Everglade Snail Kite	Rostrhamus sociabilis plumbeus	Endangered
	Florida Scrub-jay	Aphelocoma coerulescens	Threatened
Reptiles	American Alligator	Alligator mississippiensis	Threatened
	Eastern Indigo Snake	Drymarchon couperi	Threatened
Insects	Monarch Butterfly	Danaus plexippus	Candidate

1.2.12 Archeological & Historical Sites

According to the National Register of Historic Places Catalog, there is one historical site within the City Limits of LaBelle. The proposed project will not have an impact on known historical or archeological sites.

- Name: Caldwell Home Place
- Reference Number: 03000009
- State: Florida
- County: Hendry
- Address: 160 Curry Street
- Area of Significance: Entertainment/ Recreation; Architecture

1.2.13 Floodplains

Flood zones for the planning area are designated in Figure 1-2. Most of the proposed planning area is within a Zone X floodplain with minimal to moderate flood hazard. All flood zones in the planning area are categorized as Zone A, Zone AE or Zone X. The Federal Emergency Management Agency (FEMA) defines Zone A and Zone AE as areas subject to inundation by the one percent (1%) annual chance flood event, base flood elevations or flood depths have been determined for Zone AE. All proposed improvements will be designed and constructed above the 500-Year Floodplain.

FEMA Floodplain

LaBelle, FL

Legend

- LaBelle City Limits
- Effective
- Political Jurisdictions
- Profile Baselines
- Cross-Sections
- Base Flood Elevations
- Levees
- Coastal Transects
- Transect Baselines

General Structures

- Flood Structure
- Bridge
- Dam, Weir, Jetty
- Other Structures
- River Mile Markers
- Limit of Moderate Wave Action

Flood Hazard Boundaries

- Limit Lines
- SFHA / Flood Zone Boundary
- Flowage Easement Boundary

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee
- Primary Frontal Dunes

N

0 0.13 0.25 0.5 0.75 1 Miles

Woodard & Curran

Project #: 0234532.03
Map Created: September 2023

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1.2.14 Air Quality

Hendry County Air Quality Index was rated "Good" for most days out of the year. According to FDEP, Hendry County is classified as an area of attainment with respect to the National Ambient Air Quality Standards for Ozone.

Emissions from construction vehicles during construction are the only effect on air quality that is anticipated. Construction is anticipated to last 24 months. Project activities will be monitored by the FDEP. There are no anticipated long-term environmental consequences in regard to air quality.

1.2.15 Managerial Capacity

As the utility owner, the City of LaBelle has the sole responsibility and authority to build, operate, and maintain the wastewater system.

1.2.16 Operation & Maintenance Program

The City contracts the wastewater operations and maintenance activities at the wastewater treatment facility to a private firm, Woodard & Curran, Inc. Under this contract, routine monthly inspections and maintenance are provided for the utility. Woodard & Curran manages repairs and any other issues that may arise at the utility. Any repairs beyond the abilities of Woodard & Curran are contracted out to a third-party contractor. Operations and maintenance follow the guidelines established in the FDEP regulatory permit. Woodard & Curran has maintained regulatory compliance over the past year.

1.3 POPULATION TRENDS & PROPOSED DEVELOPMENT

1.3.1 Population Trends

The City has population estimates from the U.S. Census Bureau (USCB) and the University of Florida's Bureau of Economic Business Research (BEBR). The population projection for the 2026-2046 planning period is based on data sets from both sources. The BEBR population estimates listed in **Table 1-6** indicate that the City's population increased by an average 0.87% per year from 2013 to 2023.

Table 1-6: Bureau Of Economic and Business Research City of LaBelle Population Growth

BEBR Data		
Year	**Population Estimate (LaBelle Fl)**	**% Growth**
2013	4,669	-
2014	4,708	0.84%
2015	4,792	1.78%
2016	4,807	0.31%
2017	4,951	3.00%
2018	5,025	1.49%
2019	5,108	1.65%
2020	5,151	0.84%
2021	5,019	-2.56%
2022	5,041	0.44%
	Average Population Growth (per year)	0.87%

The USCB population estimates that are listed in **Table 1-7** indicate that the City's population increased by an average 0.86% for the years 2000, 2010, and 2020.

Table 1-7: USCB Population Estimates in 2000, 2010, and 2020

U.S. Census Data		
Year	**Population (LaBelle Fl)**	**% Growth**
2000	4,210	-
2010	4,640	10.21%
2020	4,966	7.03%
	Average Population Growth (per year)	0.86%

An average population increase of 0.87% per year was applied to estimate future wastewater volumetric flow rates in the City. This average annual growth rate does not include wastewater from future housing developments. For the purposes of this facilities plan, the population projection is 20 years past the anticipated construction completion date. According to FDEP Consent Order No. 22-2259 dated January 18, 2023, a wastewater treatment plant (WWTP) that can meet the City's future needs must be completed by December 2026. The planning period for this Facilities Plan will end in the year 2046. According to BEBR data, the City had a population of 5,041 in 2022. A 0.87% per year population increase over 24 years results in the City's population increasing to 6,094 in 2046.

1.3.2 Proposed Development

The City has agreed to collect, convey, and treat wastewater from a proposed recreational vehicle (RV) resort named "Old Florida RV Resort". The RV resort is located south of State Road 80 and east of the Lee County Line. The property is located outside the limits of the City of LaBelle. Wastewater from the RV resort will be pumped through a force main that runs along State Road 80 and to the existing WWTP. Within the executed developer's agreement (**Appendix D**) the RV resort has been allocated a wastewater volumetric flow rate of 62,339 gallons per day (gpd). Analysis conducted in Section 2.3 of this report indicates that the City's

residents generate approximately 124 gallons per day per capita (gpdc) of wastewater. Using these estimates, the Old Florida RV Resort will add approximately 503 people to the wastewater system. The new forcemain and utility extension which extends multiple miles down SR-80 has potential to attract new development leading to additional water and sewer system users located along SR-80.

1.3.3 Planning Period Population Growth

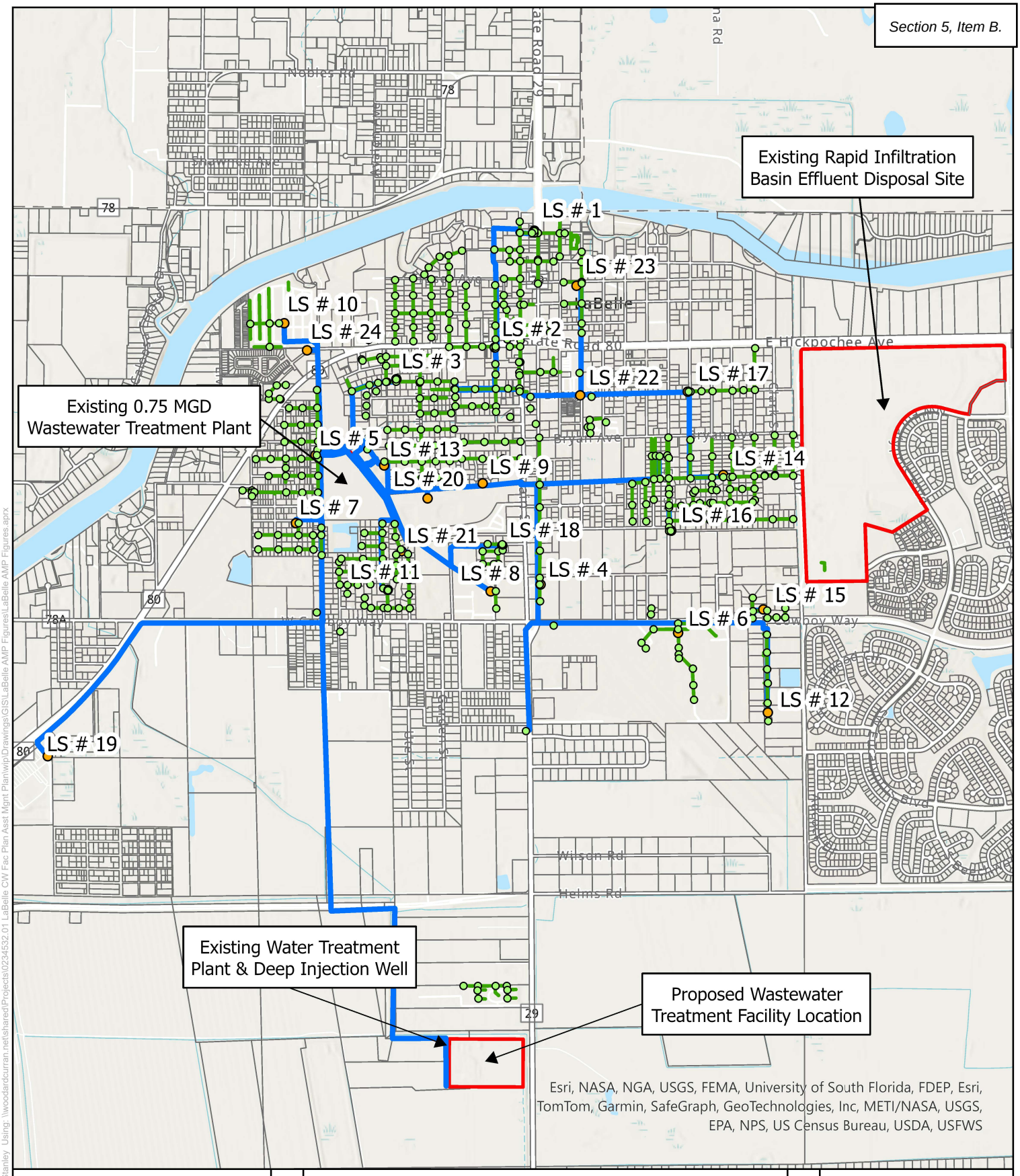
By the end of the planning period, 6,597 people will contribute municipal wastewater to the City's collection, conveyance, and treatment system. This population was determined by a 6,094-population projection in the City of LaBelle in 2046 and 503 people in the Old Florida RV Resort.

2. NEED FOR PROJECT (WASTEWATER TREATMENT PLANT)

The City owns a WWTP that is located at 370 Citrus Street, LaBelle, Florida. The WWTP began operation in 1999 and treats municipal wastewater. It includes screening, sequencing batch reactors (SBRs), chlorine disinfection, aerobic digestion, and a pump station that conveys treated effluent to rapid-infiltration basins (RIBs) or a deep-injection well. The RIBs are located on the corner of Highway 835 (Forrey Drive) and Highway 80 (E. Hickpochee Avenue), and the deep-injection well is at the Water Treatment Plant (WTP), which is located on FL-29, LaBelle, FL. The WWTP, WTP and RIB are all displayed in **Figure 2-1**. The WWTP discharges 0.75 million gallons per day (MGD) on an annual average day (AAD) basis, and the discharge is permitted by FDEP permit number FLA014283. Effluent discharged from the WWTP must comply with the permit limits described in **Table 2-1**. This includes effluent that is discharged through the RIBs and deep-injection well. The RIBs are surrounded by four monitoring wells that include one background well, two compliance wells, and one intermediate well. Samples from these wells are required once every three months (i.e., quarterly). These monitoring wells must comply with the permit criteria described in **Table 2-2**.

Table 2-1: Wastewater Treatment Plant Effluent Permit Limits for City of LaBelle WWTP (FDEP Permit # FLA014283)

Parameter	Units	Max/Min	Limit	Statistical Basis
Carbonaceous 5-day Biochemical Oxygen Demand, at 20°C ($CBOD_5$)	mg/L	Max	20	Annual Average
		Max	30	Monthly Average
		Max	45	Weekly Average
		Max	60	Single Sample
Total Suspended Solids (TSS)	mg/L	Max	20	Annual Average
		Max	30	Monthly Average
		Max	45	Weekly Average
		Max	60	Single Sample
Fecal Coliform	#/100mL	Max	200	Annual Average
		Max	200	Monthly Geometric Mean
		Max	800	Single Sample
pH	s.u.	Min	6.0	Single Sample
		Max	8.5	Single Sample
Total Residual Chlorine	mg/L	Min	0.5	Single Sample
Nitrate (as N)	mg/L	Max	12.0	Single Sample
Volumetric Flow Rate	MGD	Max	0.75	Annual Average



Labelle Wastewater Infrastructure Map

LaBelle, Florida

Figure 2-1

Legend

- Existing Lift Station
- Existing Force Main
- Ex. Gravity Sewer
- Ex. Manhole

0 0.1 0.2 0.4 Miles

N

Woodard & Curran

Project #: 0234532.01

Map Created: February 2

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. **Data Sources:**

Figure Exported: 7/2/2024 By: WStanley Using: \\woodardcurran.net\shared\Projects\0234532.01 LaBelle CW Fac Plan Asst Mgmt Planwip\Drawings\GIS\LaBelle AMP Figures\LaBelle AMP Figures.aprx

Table 2-2: Groundwater Permit Parameters for the City of LaBelle Rapid Infiltration Basins (RIBS) & Ground Water Injection (FDEP Permit # FLA014283)

Parameter	Compliance Well Limit	Units	Sample Type
Water Level Relative to the National Geodetic Vertical Datum (NGVD)	Report	ft	In situ
Nitrate (as N)	10	mg/L	Grab
Total Dissolved Solids (TDS)	500	mg/L	Grab
Arsenic, Total Recoverable	10	µg/L	Grab
Chlorides (as Cl)	250	mg/L	Grab
Cadmium, Total Recoverable	5	µg/L	Grab
Lead, Total Recoverable	15	µg/L	Grab
Fecal Coliform	0	#/100mL	Grab
pH	6.5-8.5	s.u.	In Situ
Sulfate, Total	250	mg/L	Grab
Turbidity	Report	NTU	Grab
Specific Conductance	Report	umhos/com	In Situ
Temperature (C), Water	Report	Deg C	In Situ
Dissolved Oxygen (DO)	Report	mg/L	In Situ
Sodium, Total Recoverable	160	mg/L	Grab

2.1 HEALTH, SANITATION, AND SECURITY

2.1.1 Health and Sanitation

The City of LaBelle WWTP operators have not reported health or sanitation violations. The WWTP has an emergency shower and eye wash station.

2.1.2 Security

The existing WWTP is surrounded by a 6-foot chain link fence with barbed wire. There is a rolling gate at the entrance to the WWTP to allow personnel and vehicles access to the WWTP. The WWTP has lighting.

2.2 EXISTING INFRASTRUCTURE

The existing WWTP receives and treats wastewater from approximately 61% of the City's residents. Data from discharge monitoring reports (DMRs) indicate the WWTP effluent complies with permit limits described in **Table 2-1**. However, according to the FDEP Consent Order number 22-2259, the WWTP has experienced 16 spills of untreated, partially treated, and treated wastewater from October 19, 2019, until December 1, 2022. The RIBs have also experienced 10 groundwater quality exceedances from July 1, 2019,

until December 31, 2022. During the 20-year planning period, which ends in 2046, the WWTP is likely to see an increase in average volumetric flow rates as outlined in this report. The WWTP is projected to receive an average annual daily flow of 0.82 MGD and a maximum daily flow of 1.05 MGD. The existing unit processes at the WWTP are described in this section.

Headworks

Municipal wastewater flows to headworks that have a Hycor® Model HS 72-1 static screen. Solids that are captured by the static screen are collected onsite and then disposed of offsite. Screened wastewater flows to a master pump station. According to the WWTP Draft Operation and Maintenance Manual dated April 2001, the static screen has been designed to process a 0.75-MGD annual average daily flow (AADF) and 1.85-MGD peak hour flow (PHF). Wastewater that exceeds a 1.85-MGD volumetric flow rate bypasses the static screen and flows to the Master Pump Station.

Raw Sewage Pump Station (Master Lift Station)

The Master Pump Station contains three submersible pumps, two are duty pumps and one is a supplemental pump. The pumps operate in an alternating fashion (lead-lag) to feed screened wastewater to the SBRs. The duty pumps have 604-gallons per minute (gpm) capacities, which provides for a total 1,208-gpm capacity. The supplemental pump has a 442-gpm capacity and is utilized to convey peak flows.

Secondary Treatment

Screened wastewater is pumped to three SBRs that are configured as a fill-and-draw activated sludge process. The SBRs are sized to treat a 0.75-MGD AADF and 1.125-MGD PHF. Each SBR has been designed to operate with five cycles per day and is 49-feet wide, 49-feet long, and 17-feet deep. The maximum, minimum, and average side water depth in each of these SBRs is 15, 11, and 14 feet, respectively, which corresponds to 0.269, 0.198, and 0.251-million gallons (MG) reaction volumes, respectively.

The SBR phases include:

1. Mix Fill Phase: Screened wastewater flows into an unaerated SBR.
2. React Fill Phase: Screened wastewater flows into an aerated SBR.
3. React Phase: There is no SBR filling during this phase. Mixing and cyclic aeration (i.e., on and off).
4. Settle Phase: During this phase there is no mixing, aeration, or flow into or out of an SBR. This phase allows for liquid and solids separation.
5. Decant and Idle Phase: Treated water flows over a weir and through a decant valve. Treated water flows from the SBR to chlorine contact tanks (CCTs) for disinfection.

The SBRs at the WWTP have phase durations that are listed in **Table 2-3**.

Table 2-3: Sequential Batch Reactor General Operating Times

Phase	Approximate Operating Time
Mix Fill Phase	35 minutes
React Fill Phase	60 minutes
React Phase	85 minutes
Settle Phase	45 minutes
Decant Phase	65 minutes
Idle Phase	0-65 minutes
Waste Sludge Phase	15 minutes

Two positive displacement blowers provide air to meet process oxygen requirements, and floating mixers are utilized to agitate SBR contents. Waste activated sludge (WAS) is pumped to aerobic digesters after the decant phase.

Solids Handling

The solids handling system consists of two aerobic digesters and a belt-filter press (BFP) for digested sludge dewatering (Ashbrook Klampress KP05 Skid, Model MPS#40685). Polymer is mixed with the digested sludge prior to the BFP. According to Alfa Laval Inc., the existing BFP has a 1-meter wide belt and 75-gpm sludge processing capacity when the sludge has a 25,000-MG total suspended solids (TSS)/L concentration. The solids handling system was designed to process 1,670 lbs TSS/day. The aerobic digesters have a total 200,000-gallon volume, provide for a 10-day hydraulic residence time (HRT), and are aerated by positive displacement blowers and coarse-bubble diffusers. The dewatered solids are placed in a dumpster, are collected, and then transported to a landfill. Filtrate from the BFP is pumped to the headworks for further treatment.

Disinfection

SBR effluent is pumped to two Chlorine Contact Tanks (CCTs). Each CCT is 16-feet wide, 20-feet long, and 6-feet deep and has a 24-minute HRT at the 1.7-MGD design volumetric flow rate. Liquid sodium hypochlorite (10.5% by weight) is pumped from a double walled tank by two peristaltic pumps (Pulsafeeder Chemtuff). The liquid sodium hypochlorite is injected into the CCTs through a pipe. Disinfected water flows from the CCTs to an effluent pump station.

Effluent Discharge

Disinfected water is discharged through RIBs or a deep-injection well. The RIBs are permitted to receive up to a 0.75-MGD AADF, and the deep-injection well is permitted to receive up to 2.63 MGD. However, the WWTP is currently permitted to discharge an average of 0.75 MGD to the deep-injection well. Disinfected water is seldom discharged through the deep-injection well, but the well is utilized to discharge approximately 250,000 gpd of brine concentrate from the City's WTP.

2.3 EXISTING AND FUTURE WASTEWATER FLOWS AND LOADS

2.3.1 Wastewater Flows and Contaminants Loads

The WWTP was designed to treat wastewater with volumetric flow rates and contaminant concentrations identified in **Table 2-4**.

Table 2-4: Design Raw Wastewater Flows and Loads

Raw Wastewater Parameter	Value	Unit
Average Annual Day Flow	0.75	MGD
Peak Hour Flow	1.85	MGD
$CBOD_5$	320	mg/L
TSS	320	mg/L
Total Kjeldahl Nitrogen (TKN) as N	50	mg/L

Utilizing the information in **Table 2-4**, the design contaminant loading rates in **Table 2-5** were calculated with a 0.75-MGD volumetric flow rate influent to the WWTP.

Table 2-5: Raw Wastewater Annual Average Day Flows and Loads

Wastewater Parameter	Design Loading (lbs/day)
$CBOD_5$	2,000
TSS	2,000
TKN as N	300

DMRs from January of 2021 through December of 2022 were reviewed to develop existing flow and contaminant load characteristics for the City. The City's WWTP operators measured influent volumetric flow rate and pH daily. Eight-hour composite water and solids samples were collected from influent and treated effluent wastewater weekly and tested for carbonaceous biochemical oxygen demand $CBOD_5$ and TSS.

Water treatment gpcd was multiplied by 3,087 citizens to calculate an average water generation to the City's sewered citizens during the period evaluated. The average water treatment that was conveyed to sewered citizens during 2021 and 2022 was 423,900 gpd. **Figure 2-2** shows wastewater and water volumetric flow rates in gallons per day for sewered citizens during 2021 and 2022. This figure also shows that the wastewater volumetric flow rate is equivalent to or exceeds water production during portions of 2021 and 2022. This is due to rainwater inflow and groundwater infiltration to the City's wastewater collection and conveyance system. The City is evaluating ways to reduce inflow and infiltration. An upper threshold of 90% of water treatment becoming wastewater is applied for planning purposes to project future wastewater volumetric flow rates.

$CBOD_5$ and TSS concentrations were utilized to calculate their mass flows (M/T) influent to the WWTP. Influent wastewater samples are collected and analyzed for TSS and $CBOD_5$ four times per month by 8-hour composite samplers. Influent wastewater samples were collected from the flow splitter box that is upstream from the influent screen. The samples were stored in bottles by the WWTP operators using standard FDEP procedures for field sampling, placed on ice, and transported to a certified laboratory. The laboratory analyzed the samples according to National Environmental Laboratory Accreditation Program (NELAP) standards. Test results were reported by the City's WWTP operators in DMRs. The operators use the totalized

influent wastewater volumetric flow rate to calculate the $CBOD_5$ and TSS mass flows in pounds per day (lbs/day).

Average daily TSS and $CBOD_5$ loads were averaged for each calendar month during 2021 and 2022. The $CBOD_5$ and TSS mass flows were held constant despite a reduction in wastewater volumetric flow rate from utilizing 90% of water flow to sewered citizens, which increases the $CBOD_5$ and TSS concentrations in wastewater. The future design condition assumes that most of the inflow and infiltration will be eliminated from the collection and conveyance system. Average monthly $CBOD_5$ and TSS mass flows and the monthly average volumetric flow rate, which is 90% of drinking water to sewered citizens, are listed in **Table 2-6**.

Figure 2-2: City Of LaBelle Drinking Water and Wastewater Flow for Sewered Citizens 2021-2022

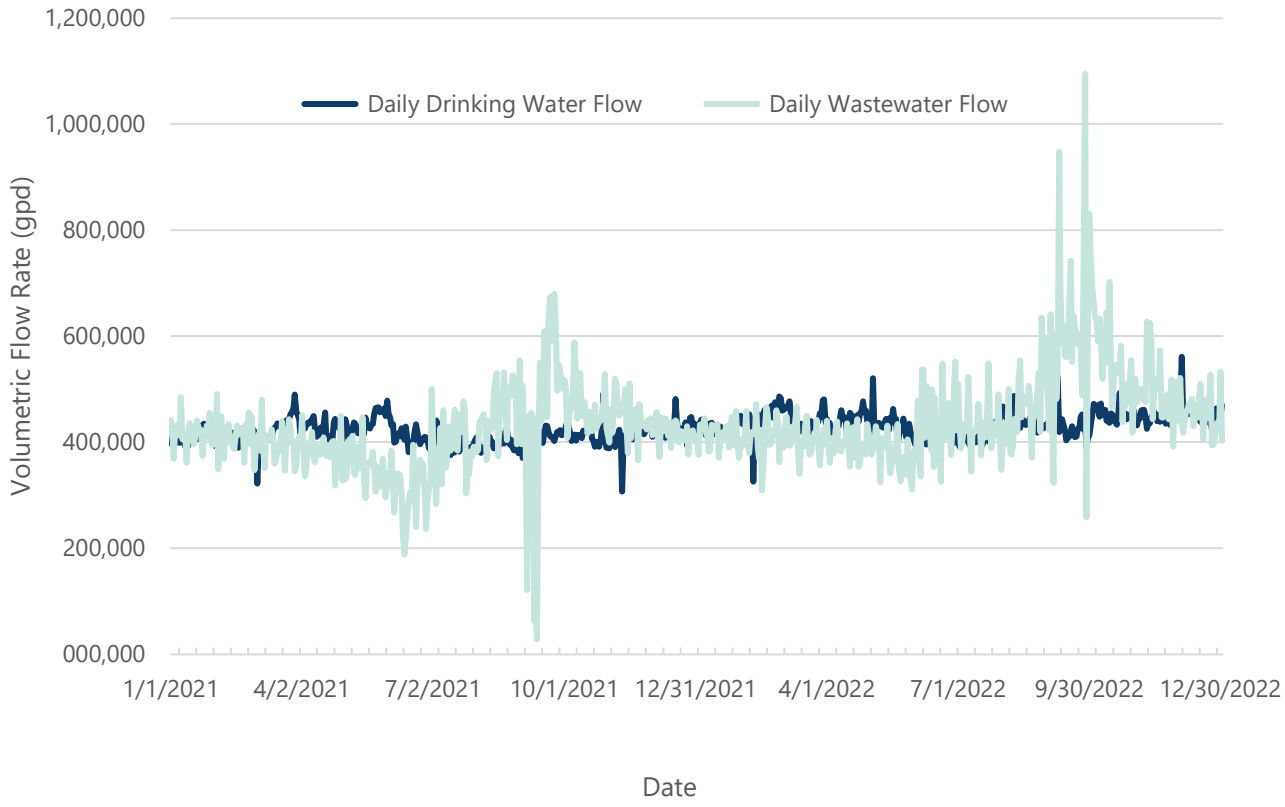


Table 2-6: Average Monthly Flows (WTP Data) and Contaminants Loads (WWTP Data) from January 2021 Through December 2022

Date (month-year)	Average Monthly Water Flow 90% of Water to Sewered Citizens (MGD)	$CBOD_5$ Load (lbs/day)	TSS Load (lbs/day)
Jan-21	0.371	859	1,076
Feb-21	0.371	1,018	852
Mar-21	0.383	818	518
Apr-21	0.382	1,543	454
May-21	0.393	1,071	570
Jun-21	0.369	1,286	813
Jul-21	0.357	2,140	514
Aug-21	0.358	1,930	2,022
Sep-21	0.368	877	623
Oct-21	0.373	1,359	1,240
Nov-21	0.370	1,469	864
Dec-21	0.384	874	2,501
Jan-22	0.384	857	663
Feb-22	0.402	2,170	906
Mar-22	0.398	1,140	755
Apr-22	0.397	972	794
May-22	0.388	1,156	710
Jun-22	0.369	1,225	671
Jul-22	0.371	1,002	788
Aug-22	0.398	1,216	741
Sep-22	0.388	1,488	953
Oct-22	0.407	1,317	625
Nov-22	0.402	1,179	764
Dec-22	0.408	1,219	425

Annual average day, maximum month average day, and maximum daily values are listed in **Table 2-7** and **Table 2-8**.

Table 2-7: Flows and Loads 2021 Calculated Using Treated Water Flow to Sewered Citizens

Parameter	Average Flow 90% of WTP Water to Sewered Citizens (MGD)	Average Influent $CBOD_5$ (mg/L)	$CBOD_5$ Load (lbs/day)	Average Influent TSS (mg/l)	TSS Load (lbs/day)
Annual Average	0.373	410	1,270	323	1,004
Maximum Month Average Day	0.393	718	2,140	782	2,501
Maximum Day	0.443	N/A	3,867	N/A	6,128
Date of Maximum Daily	10/28/21	N/A	7/2/21	N/A	8/16/21

*N/A Values cannot be calculated using the DMR data.

Table 2-8: Flows and Loads 2022 Calculated Using Treated Water Flow to Sewered Citizens

Parameter	Average Flow 90% of WTP Water to Sewered Citizens (MGD)	Average Influent $CBOD_5$ (mg/L)	$CBOD_5$ Load (lbs/day)	Average Influent TSS (mg/l)	TSS Load (lbs/day)
Annual Average	0.393	379	1,245	224	733
Maximum Month Average Day	0.408	648	2,170	294	953
Maximum Daily	0.505	N/A	4,939	N/A	1,682
Date of Maximum Daily	12/31/22	N/A	2/14/22	N/A	11/14/22

*N/A Values cannot be calculated using the DMR data.

2.3.2 Predicted Future Flows and Loads

Peaking factors were developed for wastewater volumetric flow rates and $CBOD_5$ and TSS mass flows. The peaking factors are shown in **Table 2-9** and **Table 2-10**.

Table 2-9: Wastewater Flow Peaking Factors

Peaking Factor	2021	2022
Max Month Average Day/Annual Average Day	1.1	1.0
Max Day/Annual Average Day	1.2	1.3

Table 2-10: Carbonaceous Biochemical Oxygen Demand (CBOD5) Peaking Factors

Peaking Factor	2021	2022
Max Month Average Day/Annual Average Day	1.7	1.7
Max Day/Annual Average Day	3.0	4.0

Wastewater contaminant mass flows were extrapolated from values published in *Wastewater Engineering Treatment and Resource Recovery Fifth Edition* by Metcalf and Eddy. An average 380 milligrams per liter (mg/L) $CBOD_5$ concentration was calculated utilizing the 2022 annual average day volumetric flow rate and annual average day $CBOD_5$ loading. Average influent concentrations of contaminants to the City's WWTP and typical municipal wastewater contaminants concentrations published in Metcalf and Eddy are listed in **Table 2-11**.

Table 2-11: Estimated Future Wastewater Concentrations

Constitute	Unit	Medium Strength Wastewater*	High Strength Wastewater*	LaBelle Fl Wastewater Concentrations
$CBOD_5$	mg/L	200	400	380**
Total Nitrogen	mg/L	35	69	66
Ammonia Nitrogen (as N)	mg/L	20	41	39
Total Phosphorus	mg/L	5.6	11	10.5
TSS	mg/L	195	389	370

Notes: *Medium and high strength wastewater values from Metcalf and Eddy Table 3-18.

**$CBOD_5$ value established using 90% of 2022 WTP data for sewered citizens and 2022 average $CBOD_5$ loading.

Utilizing extrapolated wastewater contaminant concentrations from **Table 2-11**, a peaking factor of 1.7 (as shown in **Table 2-10**), the 2022 average annual drinking water flow, an existing sewered population of 3,087, a future population of 6,094 and a development population of 503 people, contaminants mass flows for the City's future population was calculated. Projected contaminants mass flows are listed in **Table 2-12**.

Table 2-12: Projected Future Wastewater Loading

Constitute	Average Annual Daily Loading (lbs/day)	Per Capita Loading (lbs/day/capita)	Projected Average Annual Daily Loading (lbs/day)	Projected Maximum Monthly Average Day Loading (lbs/day)
$CBOD_5$	1,245	0.40	2,661	4,482
Total Nitrogen	215	0.07	459	774
Ammonia Nitrogen (as N)	127	0.04	272	459
Total Phosphorus	34.3	0.01	73	123
TSS	1,211	0.392	2,588	4,360

The City's residents utilized an average of 137-gpcd of potable water during 2021 and 2022. Ninety percent (90%) of the average water usage is 124-gpcd which is the predicted amount of wastewater generated per citizen in LaBelle. By the end of the planning period 6,597 people are projected to utilize the sewer system (the City's projected population in 2046). A peaking factor of 1.1 was utilized to calculate the maximum month average daily flow and a peaking factor of 1.3 was utilized to calculate the maximum daily flow. A 3.0 peak hour flow peaking factor was assumed. The calculated wastewater flows for the WWTP by the end of the planning period are shown in **Table 2-12**.

Table 2-13: Projected Volumetric Flow Rates Influent to the WWTP in 2046

Flow Parameter	Total Flow (MGD)
Annual Average Daily Flow	0.82
Maximum Monthly Average Daily Flow	0.86
Maximum Daily Flow	1.05
Peak Hour Flow	2.46

This project is required due to the Consent Order Number 22-2259 with an effective date of January 18, 2023, issued by the FDEP which says, "Respondent shall construct a wastewater treatment facility with adequate disposal capacity…". The existing unit processes at the WWTP are also currently undersized to meet the requirements of the City for the 20-year planning period.

3. NEED FOR PROJECT (LIFT STATIONS)

The existing LaBelle Florida sewage collection system consists of 24 lift stations[1], approximately 21 miles of gravity sewer main and approximately 11 miles of force main. The City owned lift stations (22 in total) were previously evaluated by Four Waters Engineering as part of the City's 2022 Sewer Master Plan and those prior evaluations were used to prepare project information for the lift stations. **Figure 2-1** attached to this report shows the location of the lift stations, force mains, existing WWTP, and the RIB.

Under the City's direction LS-3, LS-4, and the WWTPs raw sewage pumping station, referred to in this report as the Master Lift Station, are being evaluated for upgrade in this facility plan. Lift Station 3 (LS-3) is being evaluated due to being a major lift station, its current poor condition, and its key function in pumping sewage from other lift stations. Lift Station 4 (LS-4) is being evaluated due to the station being a major station, its current poor condition, and its proximity to the proposed WWTP. The Master Lift Station is being evaluated for the possibility of repurposing the lift station to convey wastewater in a southerly direction to the proposed WWTP. The locations of three lift stations to be evaluated can be seen in **Figure 3-1**.

Four Waters alongside Charles Cobb, a professional electrical engineer with Chatham Engineering, Inc., performed field inspections of the 22 City owned lift stations. According to an email received by Four Waters Engineering, the inspections of these lift stations took place in 2022. Charles Cobb has performed electrical engineering services for the City in the past and is familiar with the City's standards and requirements.

3.1 HEALTH, SANITATION, AND SECURITY

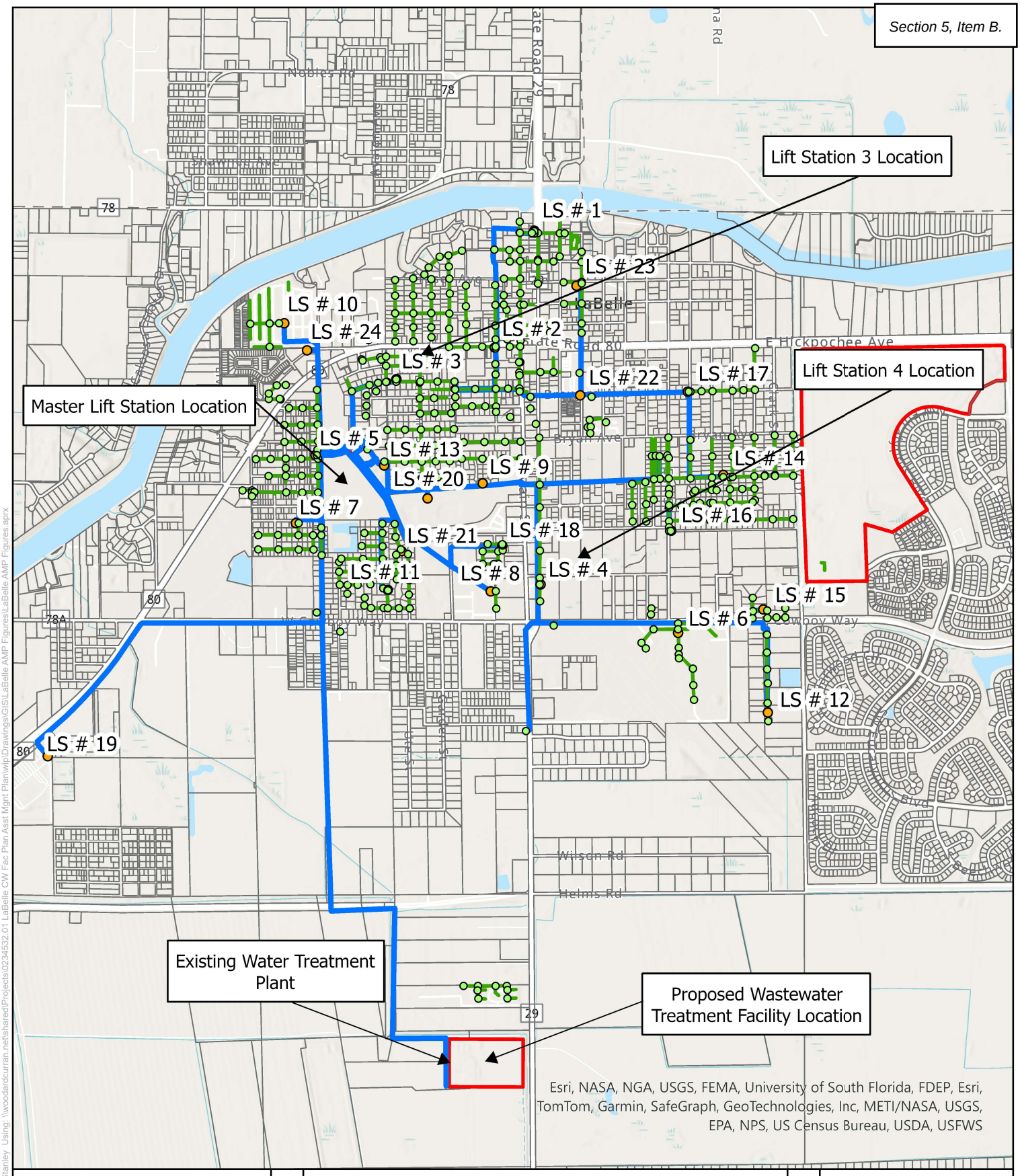
3.1.1 Lift Station 3 (LS-3)

The City of LaBelle Lift Station operators have not reported health or sanitarian violations at LS-3. Lift Station 3 is currently surrounded by a chain link fence topped with barbed wire for security purposes. There is a pad locked chain link swing gate which allows access for personnel and equipment.

3.1.2 Lift Station 4 (LS-4)

The City of LaBelle Lift Station operators have not reported health or sanitarian violations at LS-4. Lift Station 4 is currently surrounded by a chain link fence for security purposes. There is a pad locked chain link swing gate which allows access for personnel and equipment.

[1] Two (2) lift stations are privately owned. Twenty-two (22) of the list stations are owned and maintained by the City.



Lift Station Alternatives Map

LaBelle, Florida

Figure 3-1

Legend

Existing Lift Station — Existing Force Main

Ex. Gravity Sewer — Ex. Manhole

0 0.1 0.2 0.4 Miles

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Woodard & Curran

Project #: 0234532.01

Map Created: February 2

Figure Exported: 7/2/2024 By: WStanley Using: \\woodardcurran.net\shared\Projects\0234532.01 LaBelle CW Fac Plan Asst Mgnt Planwip\Drawings\GIS\LaBelle AMP Figures\LaBelle AMP Figures.aprx

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3.1.3 Master Lift Station

The City of LaBelle Lift Station operators have not reported health or sanitarian violations at LS-4. The master lift station is located on the same site as the existing WWTP. The existing WWTP is surrounded by a 6-foot chain link fence with barbed wire. There is a rolling gate at the entrance to the WWTP to allow personnel and vehicles access to the WWTP. The WWTP has lighting.

3.2 EXISTING INFRASTRUCTURE

3.2.1 Lift Station 3 (LS-3)

Lift Station No. 3 is located at 500 2nd Avenue (behind City Hall) on the northern side of the City. A photo of LS-3 can be seen in **Figure 3-2**. The City's geographic information system (GIS) data indicates that the pump station was constructed in 2005. No other record drawings for this lift station are available. According to the 2023 Wastewater Engineering Report, LS-3 collects flow from 81 existing single-family homes, several commercial/industrial properties and from Lift Station Nos. 1, 2, 14, 16, 17, 22, and 23. Lift Station No. 3 is considered a major station in the 2023 Engineering Report by Four Waters. The lift station is comprised of a concrete wet well, concrete valve vault and control panel. There is a six-foot chain-link fence with barbed wire surrounding the lift station. Additional information regarding the lift station's characteristics can be seen in **Tables 3-1 and 3-2** below.

Figure 3-2: Lift Station 3

Lift Station 3 pump run times were provided by the Woodard & Curran Operations and Maintenance team which oversees the pump station. These pump times were analyzed for one year (February 2022 until February 2023). The pump run times were then converted into total gallons pumped using the pumping rates which were established by Four Waters Engineering and published in the LaBelle 2023 Wastewater Engineering Report. According to Four Waters Engineering LS-3 has two pumps; pump 1 has a pumping

rate of 793 gpm and pump 2 has a pumping rate of 304 gpm. Using both pumps run times and pumping rates LS-3 pumped an average of 110,663 gpd and had a maximum daily pumped volume of 161,319 gpd during this one-year period.

Currently, the City is in the process of connecting homes utilizing septic systems to the sewer system. New sewer basins to be connected to the sewer system can be seen in **Figure 3-3** attached to this report. Sewer basins A, B, and C will be connected by gravity to LS-17 which pumps directly to LS-3. Woodard & Curran requested information from Four Waters Engineering on the number and location (sewer basin) or residents to be converted from septic to sewer. According to information received from Four Waters Engineering septic to sewer basins A, B, and C will add approximately 1,656 customers to the sewer system. Using the flow estimate of 124 gpdc, established in the Wastewater Treatment Plant Section 2.3 of this report, these three new sewer basins would add approximately 205,344 gpd to LS-3.

Figure 3-5: Septic to Sewer Basins

City of LaBelle, Florida

N

Legend

- Existing Force Main
- Existing Lift Station
- City Limits

Sewer Basins

- Area A
- Area B
- Area C
- Area D
- Area E
- Area G
- Area H
- Area I

0 300 600 1,200 Feet

Woodard & Curran

Project #: 0234532.01
Map Created: June 2023

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State of Florida, Maxar

Figure Exported: 7/2/2024 By: WStanley Using: \\woodardcurran.net\shared\Projects\0234532.01 LaBelle CW Fac Plan Asst Mgnt Plan\wip\Drawings\GIS\LaBelle AMP Figures\LaBelle AMP Figures.aprx Layout: Figure 3-4 Sewer Basins

According to the 2023 Wastewater Engineering Report by Four Waters the following civil/mechanical items require repair/replacement:

- Pumps are over 15 years old and will need replacement within five years.
- Wet well lacks liner (exposed concrete).
- Ductile Iron piping and fittings within wet well are in poor condition due to corrosion.
- No water service for cleaning at the lift station.
- No safety grating over wet well.

According to Four Waters electrical items require repair/replacement:

- Float and pump cables come through the same junction box.
- Grounding was not installed per National Electric Code (NEC.)
- Generator conductors are not connected to emergency circuit breaker.
- Circuit breaker is in panel with slide block.
- All power distribution equipment is in the control panel.
- APT (Advanced Protection Technologies) surge protection unit has failed.
- No site lighting.

In addition, there is no fixed emergency power backup currently installed at LS-3. The lack of emergency power could lead to sewer backups and overflows if the station loses power during high flow events or for extended periods of time.

Table 3-1: Lift Station 3 Characteristics

Number of Pumps Installed (Duty/Total)	1/2
Pump 1 Capacity (gpm)	793
Pump 2 Capacity (gpm)	304
Wet Well Diameter (ft)	10
Wet Well Depth (ft)	20
Level Control	Floats
Pipe Material Within Wet Well	Ductile Iron
Approx. Force Main Length (ft)	2,100
Force Main Diameter (in)	10
Force Main Material	PVC
Force Main Pressure (psi)	N/A
Backup Generator Present (yes/no)	No

Table 3-2: Lift Station 3 Pump Characteristics

Pump Manufacture	Flygt
Pump Model	CP3201
Pump Style	Submersible
Rated Pump Capacity	1,000 gpm at 98 ft of head
Motor Size	30 Hp

Additionally, LS-3 has a chain link fence surrounding it for security purposes.

3.2.2 Lift Station 4 (LS-4)

Lift Station 4 is located across the street from 851 Bridge Street on the northeast side of the City. A photo of LS-4 can be seen in **Figure 3-4**. According to the City's GIS data, the lift station was constructed in 1987. No other record drawings are available. According to the 2023 Wastewater Engineering Report by Four Waters Engineering Lift Station No. 4 collects wastewater from three single family homes and an unknown number of commercial/industrial properties. Lift Station 4 is considered a major station in the 2023 Engineering Report by Four Waters Engineering. This lift station consists of a concrete wet well, concrete valve vault, and a control panel. There is a 4-foot chain link fence surrounding the pump station. Additional Information regarding the lift stations' characteristics can be seen in **Tables 3-3 and 3-4** below.

Figure 3-4: Lift Station 4

Table 3-3: Lift Station 4 Characteristics

Number of Pumps Installed (Duty/Total)	2/1
Pump 1 Capacity (gpm)	331
Pump 2 Capacity (gpm)	282
Wet Well Diameter (ft)	6
Wet Well Depth (ft)	18
Level Control	Floats
Pipe Material Within Wet Well	Ductile Iron
Approx. Force Main Length	N/A
Force Main Diameter (inch)	6
Force Main Material	PVC
Discharge Pressure (psi)	15
Backup Generator Present (yes/no)	No

Table 3-4: Lift Station 4 Pump Characteristics

Pump Manufacture	Flygt / Unknown
Pump Model	N/A
Pump Style	Duplex Submersible
Rated Pump Capacity	N/A
Motor Size	N/A

As mentioned above, LS-4 has a four-foot chain link fence surrounding the lift station.

Lift Station 4 pump run times were provided by the Woodard & Curran Operations and Maintenance team which oversees the pump station. These pump times were analyzed for one year (February 2022 until February 2023). The pump run times were then converted into total gallons pumped using the pumping rates which were established by Four Waters Engineering and published in the LaBelle 2023 Wastewater Engineering Report. According to Four Waters Engineering LS-4 has two pumps: Pump 1 has a flowrate of 321 gpm and pump 2 has a flowrate of 282 gpm. Using both pumps run times and pumping rates LS-4 pumped an average of 53,603 gpd and had a maximum pumped volume of 92,343 gpd during this one-year period.

According to the 2023 Wastewater Engineering Report by Four Waters Engineering LS-4 receives wastewater flow from three single family homes and some commercial/industrial properties. Lift Station 4 does not receive any wastewater flow from other lift stations within the City. New sewer basins to be connected to the sewer system can be seen in **Figure 3-3**. Sewer basins D, E, G, H, and I will be connected by gravity to LS-4. According to information received from Four Waters Engineering septic to sewer basins D, E, G, H and I will add approximately 298 customers to the sewer system. Using the flow estimate of 124 gpdc, established in the Wastewater Treatment Plant Section 2.3 of this report, these five new sewer basins would add approximately 36,952 gpd to LS-4.

According to Four Waters the following civil/mechanical items require repair/replacement:

- Pumps are over 15 years old; need to plan for replacement in the next five years.

- Wet well lacks liner – exposed concrete.
- Ductile iron pipe and ductile iron 90° bends in wet well – Poor/Catastrophic condition – extremely corroded.
- Ductile Iron piping, fittings, and valves in valve vault in poor/catastrophic condition, paint wearing off, completely under water and signs of corrosion.
- No water service.
- No generator.
- No safety grating on wet well.

According to Four Waters electrical items require repair/replacement:

- Panel is obstructed by fence.
- Disconnect switch (3R) is obstructed by fence and rusty.
- Grounding is in the meter and reached the end of useful life.
- No overcurrent protection.
- No surge protection.
- No site lighting.

The lack of emergency power could lead to sewer backups and overflows if the station loses power during high flow events or for extended periods of time.

3.2.3 Master Lift Station

The Master Lift Station is located at 370 Citrus Street, near the center of LaBelle, at the existing WWTP. The Raw Sewage Pump Station is protected within the WWTP grounds, surrounded by a six-foot chain link fence topped with barbwire. The master lift station was constructed at the same time as the WWTP (1999). Currently, the Raw Sewage Pump Station receives incoming wastewater from the pretreatment system, permitted for an AADF of 0.75 MGD. Additional information regarding the Raw Sewage Station characteristics can be found in **Tables 3-5 and 3-6** below.

Table 3-5: Raw Sewage Pump Station Characteristics

Number of Pumps Installed (Duty/Total)	3
Pump 1 Capacity (gpm)	442
Pump 2 Capacity (gpm)	604
Pump 3 Capacity (gpm)	604
Wet Well Diameter (ft)	12
Wet Well Depth (ft)	18
Level Control	Floats
Pipe Material Within Wet Well	N/A
Approx. Force Main Length	N/A
Force Main Diameter	6"
Force Main Material	PVC
Discharge Pressure (psi)	15
Backup Generator Present (yes/no)	Yes

Table 3-6: Raw Sewage Pump Station Characteristics

Pump Manufacture	Flygt
Pump 1 Model	CP3127
Pump 2 & 3 Model	CP3171
Pump 1 Flow (gpm)	442
Pump 2 &3 Flow (gpm)	604
Pump Style	Duplex Submersible
Rated Pump Capacity	N/A
Motor Size	25 HP/10HP

The Master Lift Station currently has sufficient pump capacity to handle the existing flows. This lift station is designed for an AADF of 0.75 MGD, where the current AADF is 0.45 MGD. All corrective actions required by Consent Order No. 22-2259 for the Master Lift Station have been addressed. A regular equipment maintenance program in accordance with individual manufacturer's recommendations would reduce the risk of diminished reliability and service interruptions.

During the years of 2021 and 2022 the Master Lift Station had an AADF of 0.41 MGD. Once the septic to sewer modifications is complete the master lift station is projected to have an AADF of 0.68 MGD. This projection is according to the flows and loads analysis in Section 2 of this report. The master lift station is part of the headworks for the existing WWTP. According to Section 2 of this report the projected maximum daily flow for the future WWTP is 0.88 MGD. However, the influent flow pump station for a WWTP should be sized for the peak hour flow. The data analyzed for this report does not have hourly flow data for the existing WWTP. Due to this lack of data a standard peaking factor of 1.5 was utilized to determine the peak hour flow rate. According to *Wastewater Engineering Treatment and Resource Recovery* by Metcalf and Eddy, Table 3-12 gives a range of geometric standard deviations for influent wastewater flow rates of 1.4-2.0. This peaking factor puts the peak hour flow for the master lift station at 1.0 MGD. This flow rate is greater than the current design capacity for the master lift station meaning the existing lift station must be upgraded.

3.3 WASTEWATER COLLECTION SYSTEM GROWTH

Currently, about 61% of the City's residents are connected to the sewage collection system. The City is located in the Caloosahatchee River Basin and is actively pursuing septic to sewer opportunities to reduce nutrient loading on the local environment. This will mean that additional sewer collection infrastructure will need to be installed to collect and transport the sewage to the WWTP.

4. NEED FOR PROJECT (SEWER COLLECTION)

4.1 HEALTH, SANITATION, AND SECURITY

The City's wastewater collection system operators have not reported health or sanitation violations. The existing sewer collection system is subject to high infiltration and inflow rates due to infrastructure age, condition and proximity to FEMA flood hazard zones. High amounts of infiltration and inflow can lead to sanitary sewer overflows (SSOs) caused by capacity limitations. Most components of the sewer collection system are underground where the likelihood of security concerns is minimal.

4.2 EXISTING INFRASTRUCTURE

The City's wastewater collection system consists of approximately 109,600 linear feet of gravity sewer pipes, 60,500 linear feet of sewer force main pipes, and approximately 400 sewer manholes. Portions of the wastewater collection system are subject to high infiltration and inflow due to infrastructure age, condition, and proximity to the flood hazard zone.

4.3 REASONABLE GROWTH

Currently, about 61% of the City's residents are connected to the sewage collection system. However, the City is actively working towards connecting residents utilizing septic systems to the sewer collection system. This will mean that additional sewer collection infrastructure will need to be installed to collect and transport the sewage to the WWTP.

5. ALTERNATIVES CONSIDERED (WASTEWATER TREATMENT PLANT)

5.1 DESCRIPTION

The existing WWTP receives wastewater from approximately 61% (3,087) of the City's residents. DMRs indicate that the WWTP effluent is compliant with its discharge permitted. The WWTP is projected to receive increased volumetric flow rates and contaminants mass flows during a 20-year planning period that ends in 2046, as described in Section 2.

5.2 ALTERNATIVES ANALYSIS

This section describes three alternatives for addressing the projected increases in volumetric flow rates and contaminants mass flows during the 20-year planning period. The alternatives that are evaluated are (1) no WWTP improvements, (2) rehabilitation and expansion of the existing WWTP, and (3) construction of a new WWTP at a different location.

5.2.1 Alternative 1 – No Infrastructure Improvements or Expansion

Section 2.2 describes the City's existing WWTP. This sub-section describes the hydraulic and treatment capacities of existing unit processes. **Figure 5-1** is the City's existing WWTP layout.

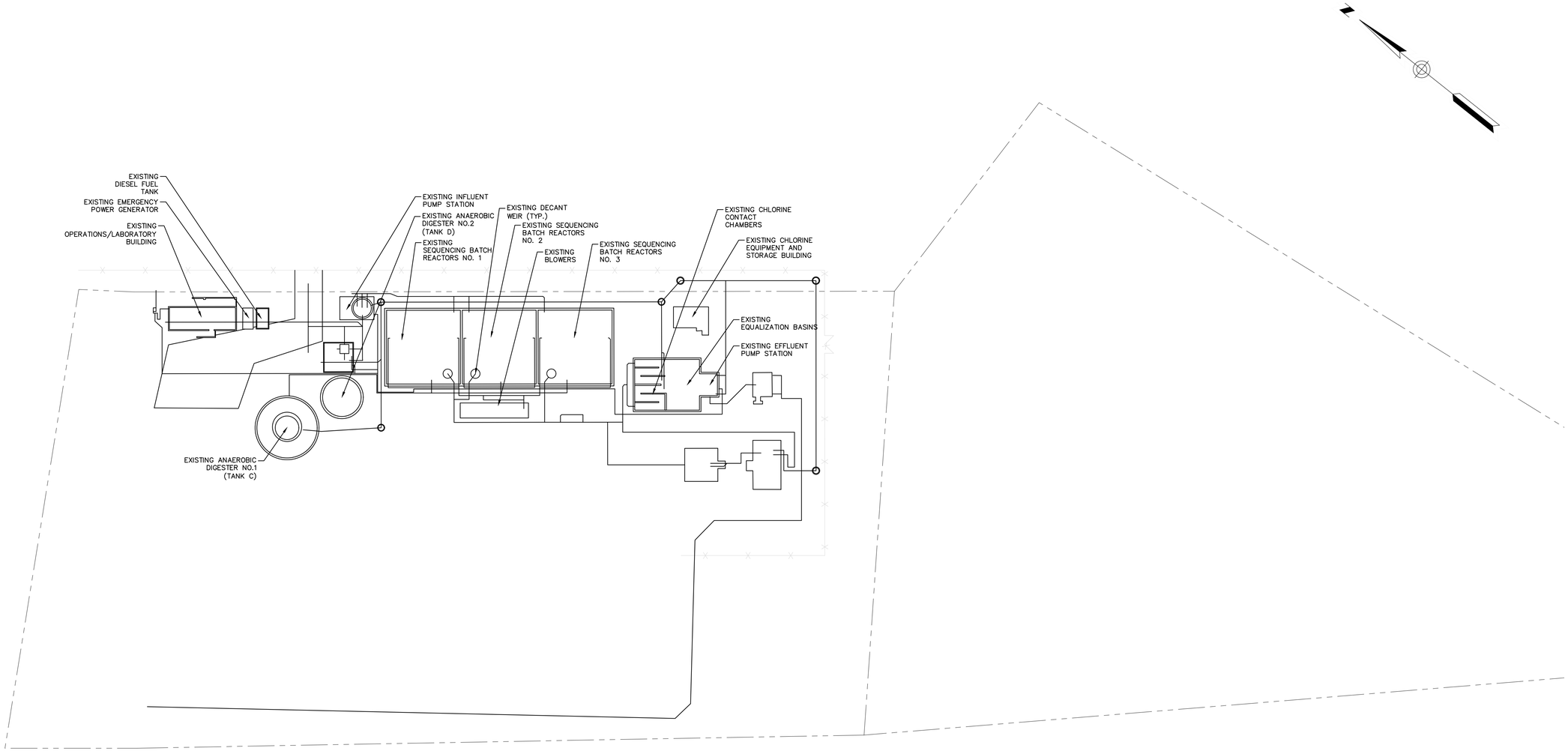
Headworks

Municipal wastewater flows into existing headworks that consist of a static screen. According to the 5th Edition of *Wastewater Engineering Treatment and Recovery* by Metcalf and Eddy, static screens can process a hydraulic loading rate that is in the range of 10 to 30 gpm/ft^2. The existing static screen has a 35-ft^2 screen area which equates to a 49-gpm/ft^2 hydraulic loading rate at the projected peak hour flow of 2.46 MGD. Therefore, the existing screen does not provide sufficient hydraulic loading capacity to screen the projected peak hour flow. Consequently, it is not a viable alternative to provide no improvement to or expansion of the existing headworks.

According to FDEP Consent Order Number 22-2259, the City is required to construct new headworks with a 1.0-MGD capacity. A new static screen has been installed and is currently in operation with the current flows.

Screened Wastewater Pump Station

The existing screened wastewater pump station receives screened municipal wastewater and can convey a 0.75-MGD average daily volumetric flow rate to the SBRs according to the "Lift Station Operations & Maintenance Performance Report" prepared by Four Waters Engineering and dated August of 2019. During the 20-year planning period, the City's WWTP is projected to receive a 0.82-MGD average daily volumetric flow rate, 1.05-MGD maximum daily volumetric flow rate, and a 2.46-MGD peak hour volumetric flow rate. The projected volumetric flow rates exceed the capacity of the existing screened wastewater pump station; thus, it is not a viable alternative to provide no improvement to or expansion of this pump station.



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CITY OF LABELLE FLORIDA

REV	MM/DD/YY	DESCRIPTION
01	6/12/24	FACILITY PLAN

JOB NO:	0234532.01
DATE:	DECEMBER 2023
SCALE:	1" = 50'
DESIGNED BY:	WAS
DRAWN BY:	WAS
CHECKED BY:	JB
FILENAME:	LABELLE EXISTING PLANT.dwg

DRAWING TITLE:

CIVIL
EXISTING WASTEWATER TREATMENT FACILITY

DRAWING NO:

FG 5-1

\\woodardcurran.net\shared\Projects\0234532.01 LaBelle CW Fac Plan Asset Mgmt Plan\wip\Drawings\Civil\LABELLE EXISTING PLANT.dwg, Jul 01, 2024 - 1:35pm WSTANLEY

Secondary Treatment

According to the *Operation and Maintenance Manual* by Applied Technology & Management Inc., dated April 2001 the following is the design basis for the SBRs.

- Cycle duration: 4.8 hours
- Design mixed liquor suspended solids (MLSS) concentration; 4,500 MG TSS/L at minimum water depth
- Hydraulic retention time: 1.0 day at average water depth and average flow.
- Solids residence time (SRT): 12.5 days
- Net sludge yield: 0.84 lbs TSS/lbs $CBOD_5$ transformed
- WAS volumetric flow rate: 96 gpm (20,200 gpd)
- WAS TSS concentration: 10,000 MG TSS/L
- Decant volumetric flow rate: 1.67 MGD
- Oxygen requirements:
    - 1.25 lbs O_2/lbs TKN oxidized
    - Actual oxygen requirement (AOR) of 3,423 lbs/day
    - Air-flow rate per basin 1,609 standard cubic feet per minute (scfm)

The three existing SBRs were designed to treat 2,000 lbs $CBOD_5$/day and do not have the capacity to process the projected 4,482-lbs $CBOD_5$/day maximum monthly average daily mass flow. It is not a viable alternative to provide no improvement to or expansion of the secondary process.

Aerobic Digestion

According to the *Operation and Maintenance Manual* by Applied Technology & Management Inc., dated April 2001, the existing aerobic digester has a 0.203-MG volume and was designed to provide a 10-day SRT when receiving 1,685 lbs TSS/day and a 20,200-gpd WAS volumetric flow rate. The projected maximum monthly average daily $CBOD_5$ load is 4,482 lbs $CBOD_5$/day. The secondary process has a 0.84-lbs TSS/lbs $CBOD_5$ net sludge yield. The projected TSS mass flow in WAS that results from biological transformations ($MF_{TSS,BIO}$) is 3,765 lbs TSS/day when treating the projected maximum monthly average daily $CBOD_5$ mass flow.

The projected maximum monthly average daily TSS load is 4,360 lbs TSS/day, which corresponds to a 498-MG TSS/L concentration in the influent wastewater at the maximum monthly average daily volumetric flow rate. The existing SBRs will contain an estimated 938 MG TSS/L assuming the TSSinfluent wastewater contains 15% inert particles (75 MG TSS/L) at the maximum monthly average daily volumetric flow rate and TSS load when the SRT is 12.5 days. The estimated inert-particle concentration comprises 21% of the 4,500 MG TSS/L concentration in the SBR, therefore, the projected maximum monthly average daily TSS mass flow in WAS is 4,556 lbs TSS/day. Applying a 10,000-MG TSS/L WAS concentration, an estimated 54,596 gpd of WAS will be conveyed from the SBRs to the aerobic digester. This is 2.7-fold of the existing WAS pumping capacity and will reduce the aerobic digester SRT to 3.7 days. No improvements to or expansion of the

existing solids handling infrastructure is a viable alternative but will reduce volatile solids destruction in the aerobic digester and require frequent dewatering and sludge hauling.

Disinfection

According to Florida Administrative Codes (F.A.C.s) 62-600 and 62-610, the existing LaBelle WWTP is required to provide high-level disinfection. According to the 5th Edition of *Wastewater Engineering Treatment and Resource Recovery* by Metcalf and Eddy, medium strength wastewater has a fecal coliform count in the order 10^4 to 10^6 No./100 mL. According to the F.A.C.s, a wastewater with this strength is required to have a minimum 25-minute hydraulic retention time (HRT) at the peak hour volumetric flow rate and maintain a minimum chlorine residual of at least 1.0 mg/L. There are two existing chlorine contact tanks (CCTs) at the LaBelle WWTP, each having a 0.014-MG volume. At the end of the 20-year planning period the WWTP is projected to receive a 2.46-MGD peak hourly volumetric flow rate. The existing CCTs will provide a 16-minute HRT at this volumetric flow rate. The increased volumetric flow rate will require additional chemical storage and dosing capabilities to maintain a 1.0-mg/L chlorine residual. Not expanding the existing CCTs is not a viable alternative.

Effluent Discharge

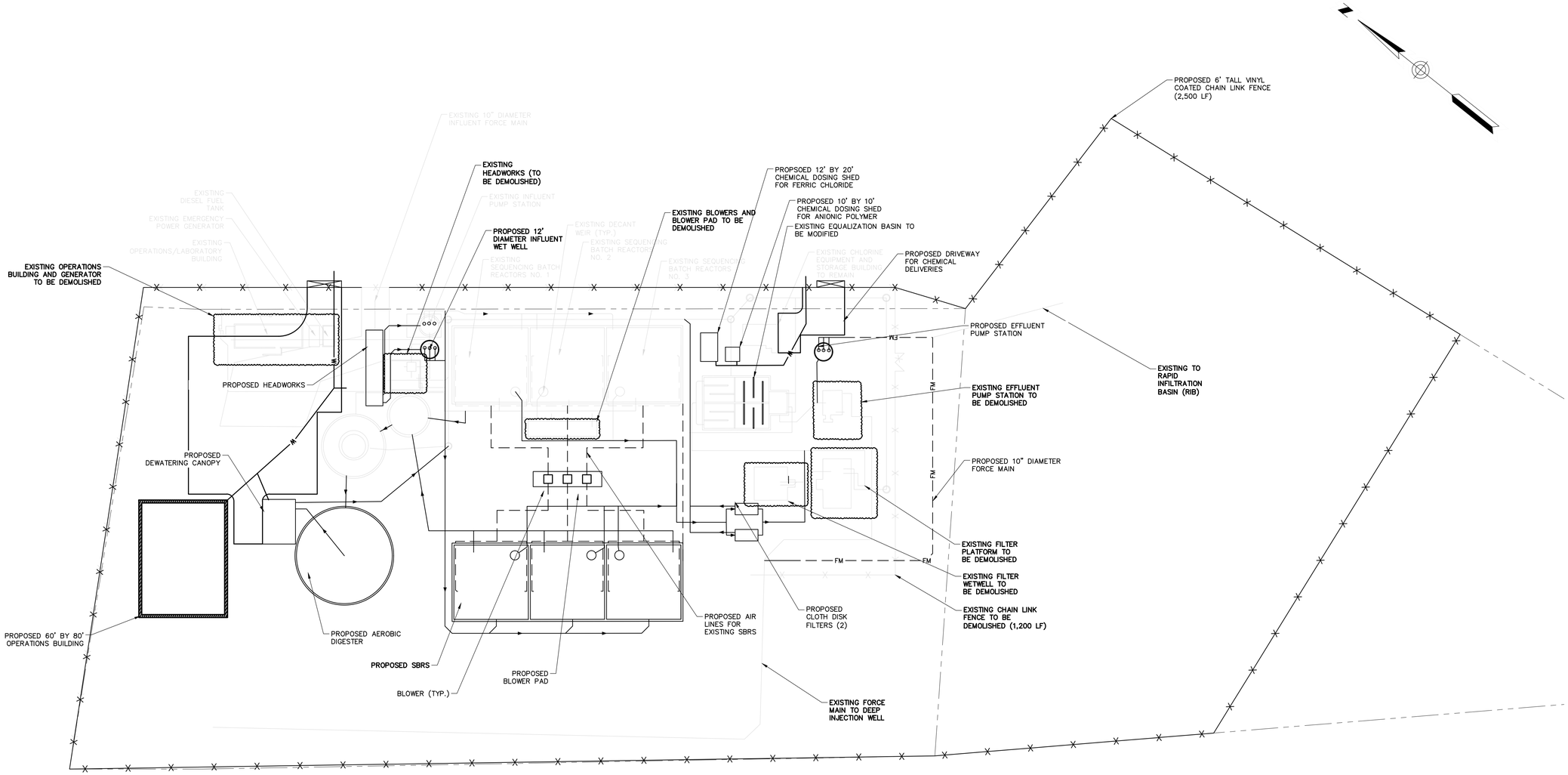
The existing WWTP's treated effluent is re-introduced to the environment through (1) 99 acres of RIBs that can receive up to 0.75 MGD, on an annual average day basis, and (2) a deep-injection well at the existing WTP and is permitted to receive up to 0.75 MGD, on an annual average day basis, of treated effluent from the LaBelle WWTP. The deep-injection well is not used because of its fouling potential. Both of these disposal alternatives are required to discharge the projected peak hourly volumetric flow rate. However, the deep injection well cannot be utilized because the existing WWTP does not have tertiary filtration. In its current configuration, the existing effluent discharged system is inadequate for receiving projected volumetric flow rates, and not improving the WWTP with tertiary filtration and/or expanding the existing RIBs is not a viable alternative.

Dewatering

According to Alfa Laval Inc., the existing belt filter press has a 1-meter-wide belt and can receive digested sludge with approximately 2.5% solids, or a 25,000-MG TSS/L concentration, and can receive a 75-gpm sludge flow when the sludge has a 25,000-MG TSS/L concentration. The belt filter press is no longer operational and a third-party has been retained by the City of LaBelle to dewater digested solids intermittently with a mobile process, which is a viable technical solution but is not considered to be cost effective.

5.2.2 Alternative 2 – Retrofitting and Expansion of the Existing WWTP

Alternative 2 identifies WWTP retrofits and improvements that will enable the LaBelle WWTP to process projected wastewater volumetric flow rates and contaminants loads. All upgrades discussed in this section can be seen in **Figure 5-2**.



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JOB NO:	0234532.01
DATE:	DECEMBER 2023
SCALE:	1" = 50'
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DRAWN BY:	WAS
CHECKED BY:	JB
FILENAME:	LABELLE EXISTING PLANT *.dwg

DRAWING TITLE:

CIVIL

UPGRADES TO EXISTING WASTEWATER TREATMENT FACILITY

DRAWING NO:

FG 5-2

\\woodardcurran.net\shared\Projects\0234532.01 LaBelle CW Fac Plan Asst Mgmt Plan\wip\Drawings\Civil\LABELLE EXISTING PLANT RETROFIT_11.4.24.dwg, Nov 04, 2024 - 12:27pm ANDREW.CREW

Headworks

This alternative considers newly constructed headworks with a mechanical screen, bar rack, screenings dewatering and conveyance, grit removal, and grit dewatering and conveyance. The screening and grit-removal systems will process the projected 2.46-MGD peak hourly volumetric flow rate. Municipal and industrial wastewaters will flow to a splitter box through an existing 10-inch diameter force main. This splitter box will direct the wastewater to an in-channel mechanical screen and overflow to a channel with a bar rack. The mechanical screen will be placed in a concrete channel followed by a grit-removal unit. Overflows will discharge to a deep concrete channel with a bar rack. Screenings collected will discharge to a washpress for washing and compacting before discharging into a dumpster. The screened and de-gritted wastewater will flow from the headworks to a raw sewage pump station.

Screened Wastewater Pump Station

The existing screened wastewater pump station was designed to convey a 0.75-MGD average daily volumetric flow rate and a 1.85-MGD peak hourly volumetric flow rate. The projected average daily volumetric flow rate is 0.82 MGD and peak hourly volumetric flow is 2.46 MGD; therefore, the existing pumps require a 32% capacity increase to convey the projected peak hourly volumetric flow rate. The existing raw sewage pump station has two duty pumps that can convey 604 gpm (each) and one back-up pump that can convey 442 gpm.

If the existing screen wastewater pump station cannot accommodate larger pumps to meet the peak flow, an alternative would incorporate a new lift station adjacent to the existing screened wastewater pump station wet well to provide the necessary capacity. The new lift station would include a new valve vault, wet well and pumps, control panel, motor control center (MCC), internal piping, and be tied into the existing plant communications for operation.

Secondary Treatment

This alternative considers the addition of SBRs to treat the projected maximum monthly average daily $CBOD_5$ load of 4,482 lbs $CBOD_5$/day. Each of the three existing SBRs have a 0.251-MG volume at the 14-foot average side-water depth and a 0.198-MG volume at the 11-foot minimum side-water depth, which is the operating period during which WAS is removed from the bioreactors. The mass flow of TSS in WAS while treated in the projected maximum monthly average daily $CBOD_5$ load was calculated as 3,765 lbs TSS/day, or 1,707,766 g TSS/day. The total SBR volume ($V_{SBR,T}$) required to treat for projected maximum monthly average daily $CBOD_5$ load was calculated to be 1.25 MG based on an SRT of 12.5 days and a MLSS concentration of 4,500 g TSS/m^3.

Each of the existing SBRs have a 0.198-MG volume at a minimum 11-foot minimum side-water depth. Three additional SBRs that each have a 0.219-MG volume at a minimum 11-foot side-water depth will provide a total 1.25-MG volume. A WAS pumping requirement of approximately 45,000 gal/day were calculated based on the total reactor volume and assumptions stated above.

The existing WAS pumps are designed to convey 20,200 gpd; therefore, over double the existing WAS pumping capacity is required for the existing and proposed SBRs to process the projected maximum monthly average daily $CBOD_5$ load. New piping, valves, and other infrastructure associated with the proposed WAS pumps will also be required.

The SBRs will also require blowers, air piping and valves, and fine-bubble diffusers. Due to the increase of contaminant loading (from the original design), the existing SBRs will have a greater actual oxygen requirement (AOR) than the existing aerators can provide. Thus, a new, expanded, aeration system is proposed for the WWTP.

Positive displacement blowers will be utilized to meet process oxygen demand imposed by the projected maximum monthly average daily contaminants loads. The newly constructed SBRs will require process piping, mechanical fixtures, and instrumentation and controls required to fill, react, and decant in alternating SBRs.

Aerobic Digestion

The projected maximum monthly average daily TSS mass flow in WAS is 4,556 lbs TSS/day. Applying a 10,000-MG TSS/L WAS concentration, an estimated 54,596 gpd of WAS will be conveyed from the SBRs to aerobic digestion. A total 0.546-MG aerobic digester volume is required to provide a 10-day SRT. Assuming that the existing aerobic digesters can be re-used, a new additional 0.343-MG aerobic digester is required. The new aerobic digester will require process piping, mechanical fixtures, a blower, and coarse-bubble diffusers.

Tertiary Filtration

This alternative includes tertiary solids removal by cloth-disc filtration. The cloth-disc filters can be arranged in parallel to provide duty and standby units. These filters will be sized in accordance with the 5th Edition of *Wastewater Engineering Treatment and Resource Recovery* by Metcalf and Eddy, 2 and 5-gpm/ft^2 average and up to 6-gpm/ft^2 peak hydraulic loading rates.

Per F.A.C. 62-600, this tertiary filtration system requires ferric chloride and anionic polymer addition to coagulate and flocculate particles remaining in the secondary effluent. Both of these chemicals will require storage and dosing equipment. The ferric chloride and anionic polymer storage tanks are sized to provide 21 days of storage based on the annual average daily volumetric flow rate. Assuming that ferric chloride has a 0.18-mg/L density, the required ferric chloride storage-tank volume is approximately 3,500 gallons. Assuming that anionic polymer has a 0.02-mg/L density, the required anionic polymer storage-tank volume is approximately 900 gallons. These chemical-storage tanks will be in a building that is equipped with containment walls, plumbing, heating, ventilating, and air conditioning (HVAC), piping, valves, instrumentation, controls, and peristaltic pumps.

Disinfection

According to F.A.C. 62-600, high-level disinfection will be required. High-level disinfection consists of CCTs that provide a minimum 25-minute HRT at the projected 2.46-MGD peak hourly volumetric flow rate. This results in a total minimum CCT volume of approximately 43,000 gallons. The retrofit will include converting the existing equalization basins into additional CCT volume to achieve a contact time of 30.5 minutes at peak flow including baffle walls.

A sodium hypochlorite bulk storage tank system will be located adjacent to the existing CCT to provide a 21-day storage period. This disinfection system will require new sodium hypochlorite dosing pumps, controls, piping, and mechanical fixtures. A retrofit of the existing structure is required that includes

upgrades to the HVAC system, and electrical system to ensure code compliance. The updated chlorine contact tank is shown in **Figure 5-2**.

Effluent Discharge

The disinfected water will flow to an effluent pump station that will discharge to the RIBs and deep injection well. The effluent pump station is required to discharge the maximum month average daily flow to the discharge locations four times per hour. The proposed effluent pump station consists of a wet well that contains three submersible pumps rated for the peak flow capacity. This pump station will require controls, piping, and mechanical fixtures.

Dewatering

The projected maximum monthly average daily TSS mass flow to the aerobic digesters is 4,556 lbs TSS/day, which consists of 3,765 lbs TSS/day as biomass and 791 lbs TSS/day of inert particles. Assuming 30% destruction of biomass during the 10-day SRT provided by the existing and proposed aerobic digesters, 3,427 lbs TSS/day will flow from the aerobic digesters to the new belt filter press. A sludge with 25,000 MG TSS/L will result in a 16,450-gpd volumetric flow rate of sludge to the dewatering equipment. The dewatering equipment would need to run for approximately five hours per workday, assuming a total of five working days per week and a volumetric flow rate of 16,450 gpd.

The dewatering equipment will require a canopy, dewatered solids conveyance, piping, polymer storage and dosing, and mechanical fixtures. The specific dewatering equipment will be selected during design based on sludge characteristics, piloting and desired operations.

Additional Site Upgrades

The site will also require additional upgrades for access, safety, and resiliency. The site will require a new driveway, electronic access gates, chain link fence, and a new laboratory and operations building. For the purposes of this report, it is assumed that the WWTP will require electrical upgrades. The site will likely require a new electrical service, diesel generator, MCC, and a supervisory control and data acquisition (SCADA) system.

The existing WWTP is located within a 100-year flood plain. To utilize funding from the Supplemental Funding for Hurricane Fiona and Ian (SAHFI) which has been incorporated into the Clean Water State Revolving Fund (CWSRF), proposed infrastructure must be located above the 500-year flood plain. The flood plain (FEMA Firmette) is shown in **Figure 5-3**. The FEMA Firmette figure does not include an established 500-year flood elevation. For the purposes of this report, it has been assumed that the 500-year flood elevation is located 2-feet above the 100-year flood plain which is elevation 14 in the area of the exiting WWTP. The cost analysis for this alternative includes provisions to raise Citrus Street from Route 80 to the existing WWTP as well as raising all critical infrastructure on the WWTP site. It should be noted that raising the road from Route 80 to the existing WWTP may not be possible without major land takings as there would be significant disruptions to private property to properly raise the road out of the 500-year flood plain. The monetary analysis of land takings was not analyzed as part of this report due to the complexity of land taking requirements. Flood resilience planning and design would need to be incorporated as part of the design phase for this alternative.

National Flood Hazard Layer FIRMette

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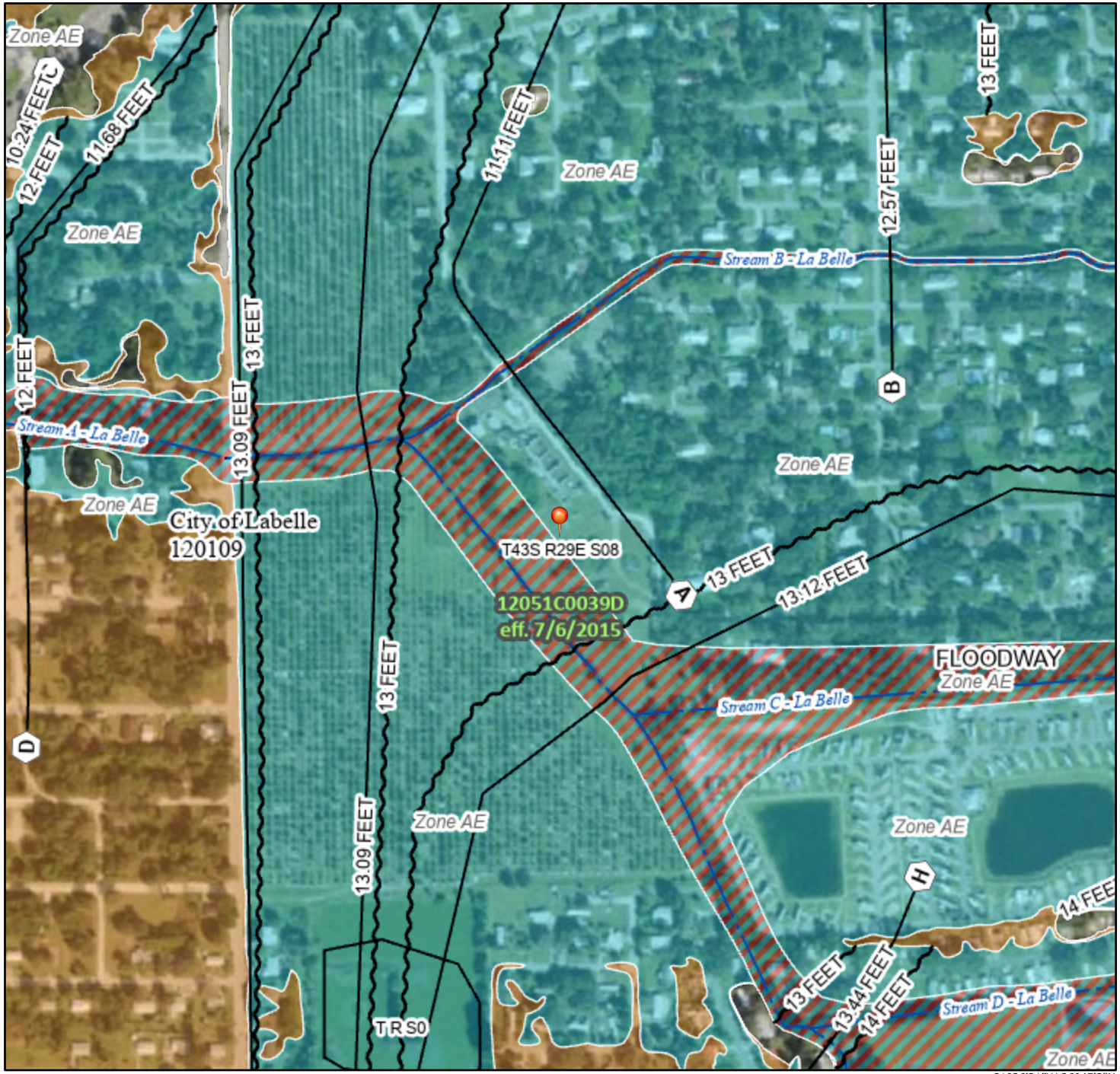

81°26'31"W 26°45'2"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND IN UT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

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5.2.3 Alternative 3 – Construction of a New WWTP

A third alternative for the City is to design and construct a new WWTP that includes a new influent raw sewage pump station, headworks with screening and grit removal, secondary process, tertiary filtration, disinfection, effluent discharge, aerobic digestion, sludge dewatering, and demolition of the existing WWTP. The secondary process can consist of an oxidation ditch or packaged system, secondary clarifiers, and return activated sludge (RAS) and WAS pump station. The final stage can consist of chlorine or ultraviolet (UV) disinfection and a final effluent pump station. This WWTP can be constructed on a City owned parcel that is adjacent to the existing WTP and is located on the southern side of the City on Route 29. The location of the new WWTP can be seen in **Figure 5-4 and Figure 5-5**.

New Master Lift Pump Station

The Master Lift Station located at the existing WWTP utilizes triplex submersible pumps. According to the City of LaBelle Lift Station Operation and Maintenance Performance Report by Four Waters Engineering dated January 6, 2020, Pump #1 is capable of 442 gpm, and Pumps #2 and #3 are both capable of 604 gpm.

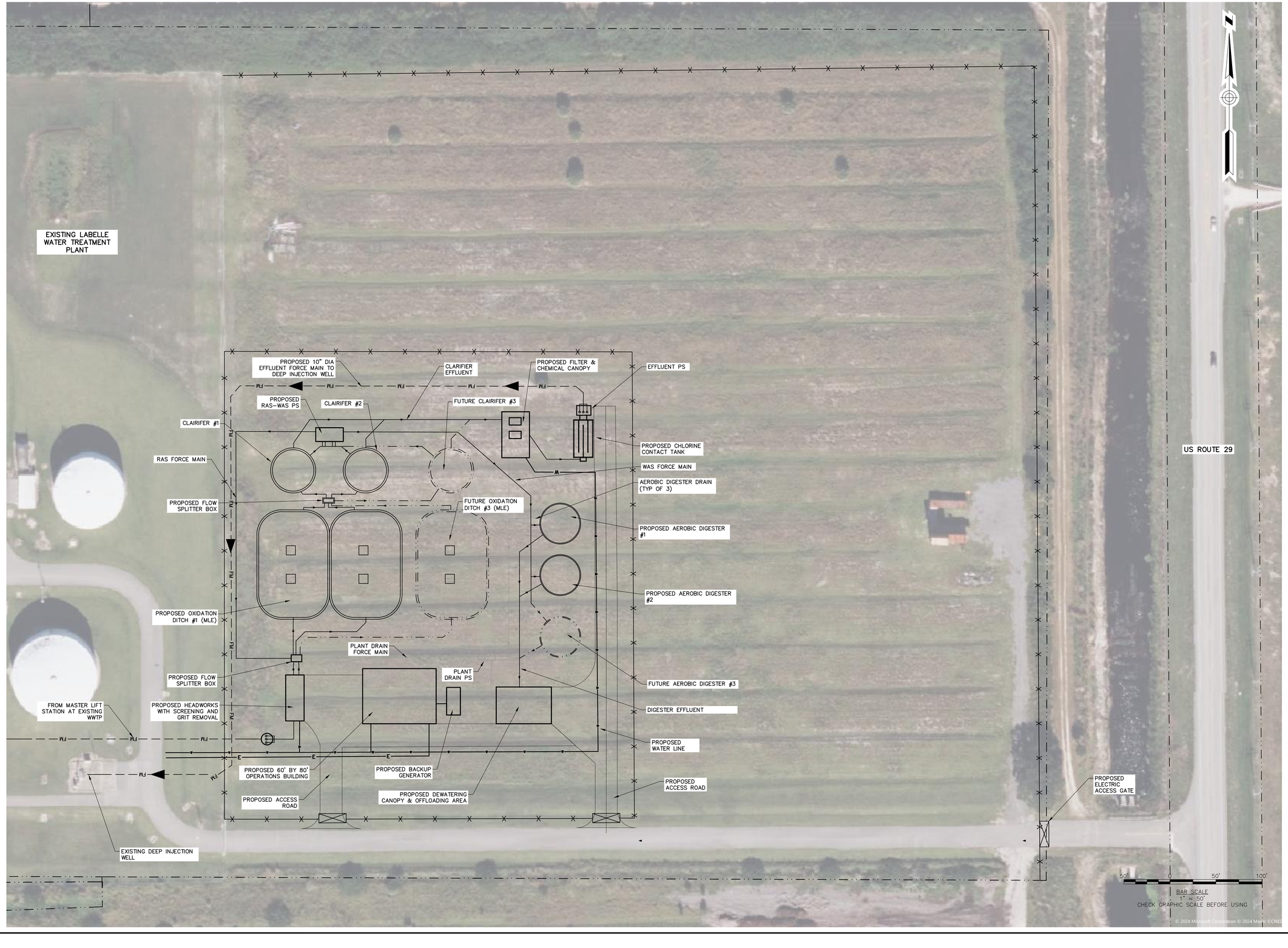
The existing master lift station has a wet well diameter of 12-feet and a depth of 18-feet. However, according to the record drawings the lift station has a wet well depth of 5-feet (4,230 gallons) due to the location of the influent pipe entering the station. If the WWTP experiences a power loss, a 250 Kilowatt (KW) emergency standby generator powers the Master Lift Station and several other items at the WWTP.

The average daily and peak flow for the proposed WWTP is 0.82 MGD and 2.46 MGD. The current master lift station does not have sufficient pump or wet well capacity to handle the projected peak flow. A new master lift pump station would be designed to transport raw wastewater from the existing WWTP site to the new WWTP located at the southern end of the City. The station would include submersible pumps ultimately capable of pumping a peak flow of 2.46 MGD. The new master lift pump station will include a new control panel, MCC, valve vault, internal piping, water connection, fencing, lighting, and radio communications. The top of the tank would extend to surface grade at a minimum of 1-foot above the 100-year flood. This lift station configuration would also include the installation of a new generator contained within a weatherproof, sound attenuated within a fenced area.

Currently there is existing 16,400 foot 8-inch polyvinyl chloride (PVC) reuse force main from the existing WWTP effluent to the injection well located adjacent to the proposed WWTP. It is proposed to convert this 8-inch PVC reuse line into pumping raw wastewater from the new master lift station to the new WWTP as shown in **Figure 5-4 and Figure 5-5**. An 8-inch PVC line has a hydraulic capacity of roughly 1200 GPM at 8 ft/s, leaving a remaining 450 GPM to reach a projected peak flow of 1700 GPM (2.46 MGD). The additional capacity will be handled in a future project by either providing a redundant larger force main and/or through equalization storage. This will be evaluated and confirmed during detailed design.

Headworks

This alternative considers newly constructed headworks with a mechanical screen, bar rack, screenings dewatering and conveyance, optional grit removal, and grit dewatering and conveyance. The screening and grit-removal systems will process the projected 2.46-MGD peak hourly volumetric flow rate. Municipal and industrial wastewater will flow from the raw sewage pump station to this headworks. The headworks will include an in-channel mechanical screen and overflow to a channel with a bar rack. Screened wastewater will potentially flow to a grit-removal unit if deemed necessary and or desirable. Screenings collected will discharge to a washpress for washing and compacting before discharging into a dumpster. Screenings and dewatered grit would be discharged into a dumpster and disposed offsite. The screened and de-gritted wastewater will flow from the headworks to a splitter box that will distribute flow to secondary treatment.



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CITY OF LABELLE FLORIDA

REV	MM/DD/YY	DESCRIPTION
01	11/4/24	FACILITY PLAN

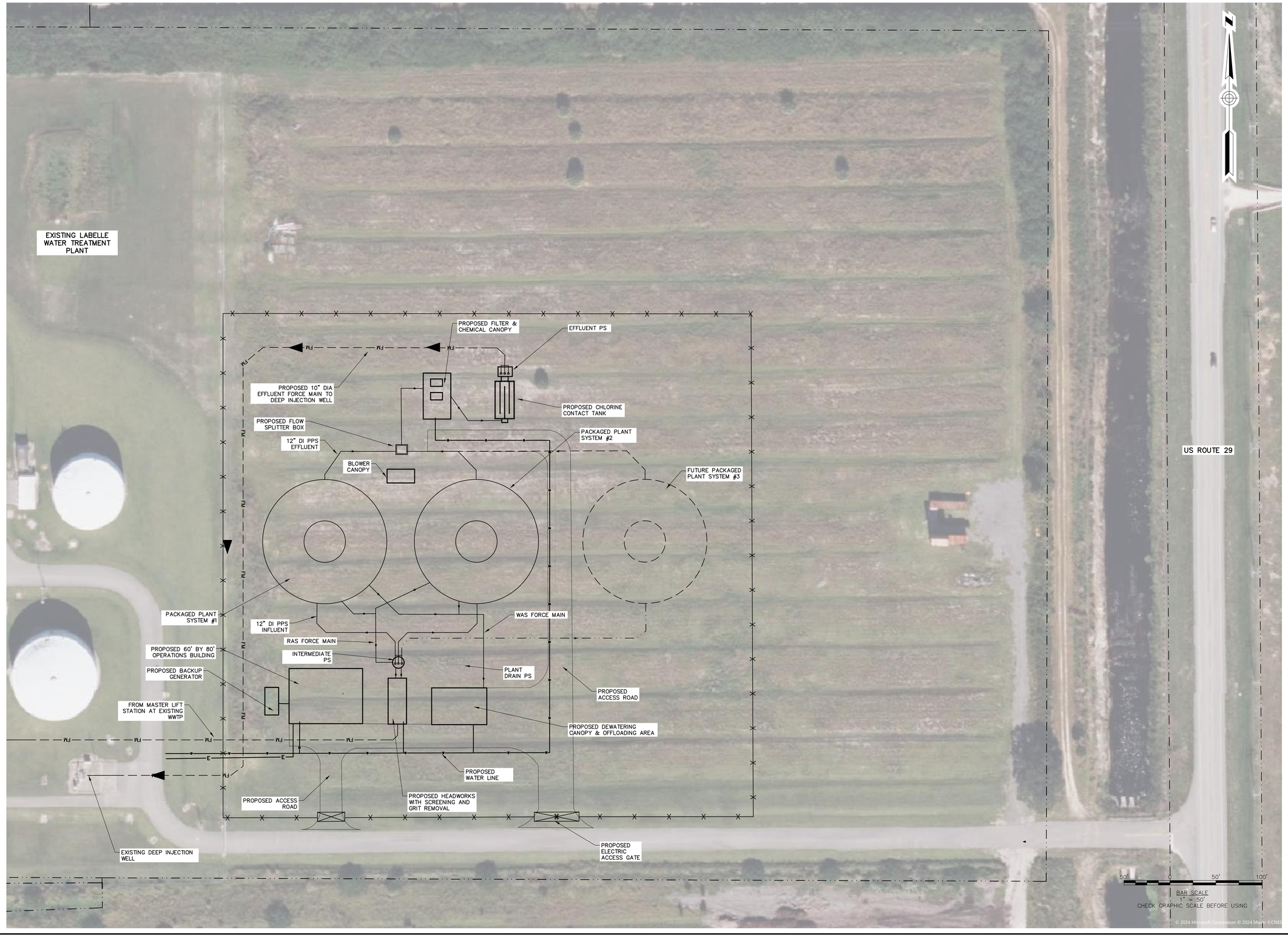
JOB NO:	0234532.01
DATE:	NOVEMBER 2024
SCALE:	1" = 50'
DESIGNED BY:	WAS
DRAWN BY:	WAS
CHECKED BY:	JB
FILENAME:	LABELLE PROPOSED PLANT *.dwg

DRAWING TITLE:

CIVIL
PROPOSED WASTEWATER TREATMENT FACILITY

DRAWING NO:

PR-02
03 03



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FILENAME:	LABELLE PROPOSED PLANT *.dwg

DRAWING TITLE:

CIVIL
PROPOSED WASTEWATER TREATMENT FACILITY

DRAWING NO:

PR-03
03 03

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Secondary Treatment Alt. A – Bioreactor (Oxidation Ditch)

The oxidation ditch will be configured as a Modified Ludzack Ettinger (MLE) process with a 15-day SRT. Assumptions and calculations pertaining to secondary process design follow as shown in Table 5-1.

Table 5-1: Oxidation Ditch Design Characteristics

Design Criteria	Units	
Solids Retention Time (SRT)	days	20
Anoxic Zone Volume	%	30
Internal Mixed Liquor Recirculation Design Volumetric Flow Rate	% of MMADF	300
WAS Volumetric Flow Rate	% of MMADF	2.5
Reactor MLSS	mg/L	3,000
RAS Volumetric Flow Rate	% of MMADF	100
WAS Concentration	MG TSS/L	25 HP/10HP
Bioreactor Biomass	lbs TSS	35,180
Total Air Demand	lbs O_2/day	7,714

The total bioreactor volume (V_R) is the quotient of M_R divided by X_{WAS} and is 1.40 MG, which will consist of two 0.70-MG bioreactors. The bioreactors need to also incorporate a 30% increase in volume for the anoxic zones. This 30% increase leads to the design of two bioreactors each having a capacity of 0.91 MG or a total volume of 1.82 MG. The air demand will be provided by low-speed mechanical surface aerators or equivalent technology.

Secondary Treatment Alt. B – Packaged Treatment System

A field erected packaged treatment system is designed by the manufacturer to meet the effluent requirements in a cost-effective manner by having multiple treatments condensed to a singular structure as depicted in Figure 5-5. Preliminary design is based on two Evoqua 5-stage BNR DAVCO packaged plant systems providing full redundancy based on the projected future loadings and flows. Each packaged system includes a center clarifier, an anaerobic zone, a pre-anoxic zone, an aeration zone, a post-anoxic zone, a re-aeration zone, an equalization basin, and a digester zone. The packaged system includes ancillary equipment including blowers, mixers, pumps, etc. to provide a fully functioning system.

Secondary Process – Clarifier

Water and solids will flow from the oxidation ditches to a hydraulic control structure that includes two weirs, which will be utilized to direct flow to secondary clarifiers. The secondary clarifiers will be sized for a 1,000-gpd/ft^2 hydraulic loading rate at the peak hourly volumetric flow rate and 35-lbs TSS/day ft^2 solids loading rate at the peak solids loading rate, according to the 2014 Edition of *Recommended Standards for Wastewater Facilities* (i.e., 10 States Standards). The RAS pumps will have the capacity to convey 100% of the maximum monthly average daily volumetric flow rate. The peak volumetric flow rate of 3.51 MGD is the controlling design criterion for the secondary clarifiers. This flow rate will require a total secondary clarifier area of approximately 3,500-ft^2. The clarifiers will have energy dissipating inlets, sludge-scraping mechanisms, scum scrapers and pump.

Clarification is built into the packaged plant system and will feed sludge by gravity to the RAS/WAS pump station. The RAS pumps will return sludge to the intermediate pump station to the secondary treatment while the WAS pumps will pump sludge for dewatering.

Tertiary Filtering

This alternative includes tertiary solids removal by cloth-disc filtration. Approximately two cloth-disc filters can be arranged in parallel to provide duty and standby units. These filters will be sized according to the 5th Edition of *Wastewater Engineering Treatment and Resource Recovery* by Metcalf and Eddy, 2 and 5-gpm/ft^2 average and up to 6-gpm/ft^2 peak hydraulic loading rates.

Per F.A.C. 62-600, this tertiary filtration system requires ferric chloride and anionic polymer addition to coagulate and flocculate particles remaining in the secondary effluent. Both of these chemicals will require storage and dosing equipment. The ferric chloride and anionic polymer storage tanks will be sized to provide 21 days of storage based on the annual average daily volumetric flow rate. These chemical-storage tanks will be placed in a canopy structure that is equipped with containment walls, plumbing, HVAC, piping, valves, instrumentation, controls, and peristaltic pumps.

Disinfection

According to F.A.C. 62-600, high-level disinfection will be required. High-level disinfection consists of CCTs that provide a minimum 25-minute HRT with fecal coliforms less than 1,000 at the projected 2.46-MGD peak hourly volumetric flow rate. This results in a total minimum CCT volume of approximately 43,000 gallons. The new plant will incorporate two chlorine contact chambers with concrete baffles to meet the minimum contact time with full redundancy. A sodium hypochlorite bulk storage tank system will be designed to feed into the CCTs and provide a minimum 21-day storage period. This disinfection system will require new sodium hypochlorite dosing pumps, controls, piping, and mechanical fixtures.

Ultraviolet disinfection may be considered for disinfection purposes in lieu of chlorine disinfection. The UV system will be designed in accordance to F.A.C. 62-600 and shall have emergency power capabilities from the back-up generator to ensure continuous operation.

Effluent Discharge

The disinfected water will flow to an effluent pump station that includes a wet well with submersible pumps that will include the necessary controls, piping, and mechanical fixtures. The effluent pump station will discharge to an existing deep injection well located on the site adjacent to the newly constructed WWTP.

The maximum permitted volumetric flowrate to the deep injection well is currently 1625 GPM (2.34 MGD) which includes flow from reverse osmosis concentration from the City of Labelle Water Treatment Plant (WTP) and wastewater from the City of Labelle Wastewater Treatment Plant. The projected maximum reverse osmosis concentrate flow from the City of Labelle WTP is 200 GPM, which leaves a remaining 1,425 GPM (2.08 MGD) of capacity for the new WWTP discharge.

The deep injection well does have capacity to solely handle the future average daily flow of 0.82 MGD and the existing peak hourly flow of 1.85 MGD. However, additional discharge capacity will be required in the future to achieve the projected peak daily flow of 2.46 MGD. Further evaluation and investigation is required to determine the best and most affordable option for the City. One possible option may include expanding

the effluent pump station to allow discharge to the existing RIBs. A conceptual cost estimate to route a new force main from the effluent pump station to the existing RIBs is included in **Table 5-2** below. This option requires effluent to be pumped approximately 3.5 miles to the location of the existing RIBs. Identifying a new discharge source closer to the proposed WWTP may be worth considering. While the City has sufficient capacity to discharge effluent wastewater to the existing deep injection well over the next 5-10 years (depending on growth rate), a facilities plan amendment is recommended in the future to evaluate alternatives for future disposal. This evaluation will need to include hydrogeological evaluation and capacity testing of the existing disposal options (existing RIBs and deep injection well).

Table 5-2: Alternative Discharge to Existing RIBs Cost Analysis

Item	Cost
Construction Base Cost (2024)	$10,110,000
Construction Contingency (10%)	$1,011,000
Engineering, Permitting and Design (10%)	$1,011,000
Engineering Service During Construction (8%)	$808,800
Fiscal, Legal and administrative (3%)	$303,300
Land Acquisition	$0
Construction Escalation to Mid-Point of Construction (end of 2030 20%)	$2,022,000
Construction Contingency (10%)	$1,011,000
Total Opinion of Capital Costs	**$16,277,100**

Aerobic Digestion

The projected maximum monthly average daily TSS mass flow in WAS is 4,556 lbs TSS/day. Applying a 10,000-MG TSS/L WAS concentration, an estimated 54,596 gpd of WAS will be conveyed from the secondary treatment to aerobic digestion via the WAS pump station. A total 0.546-MG aerobic digester volume is required to provide a 10-day SRT and will consist of two aerobic digesters. The new aerobic digesters will require process piping, mechanical fixtures, blowers, and coarse-bubble diffusers.

The packaged treatment system will have a zone for aerobic digestion that will ultimately pump WAS to the dewatering canopy as shown in **Figure 5-5**.

Dewatering

This alternative includes new dewatering equipment to further dry solids. The concept is based on a belt filter press with an approximate 150-gpm sludge dewatering capacity. The final dewatering technology and capacity will be finalized during design. The projected maximum monthly average daily TSS mass flow to the aerobic digesters is 4,556 lbs TSS/day, which consists of 3,765 lbs TSS/day as biomass and 791 lbs TSS/day of inert particles. Assuming 30% destruction of biomass during the 10-day SRT provided by the existing and proposed aerobic digesters, 3,427 lbs TSS/day will flow from the aerobic digesters to the new belt filter press. A sludge with 25,000 MG TSS/L will result in a 16,450-gpd volumetric flow rate of sludge to

the dewatering equipment. The dewatering equipment will be designed to run for approximately five hours per work day assuming five working days per week.

This dewatering equipment will require a canopy, dewatered solids conveyance, polymer storage and dosing, piping, and mechanical fixtures.

Additional Site Features

The site will require access, safety, and resiliency features that include a driveway, electronic access gates, chain link fence, a new laboratory and operations building, transformer, diesel generator, motor control center, lighting protection and a SCADA system.

National Flood Hazard Layer FIRMette

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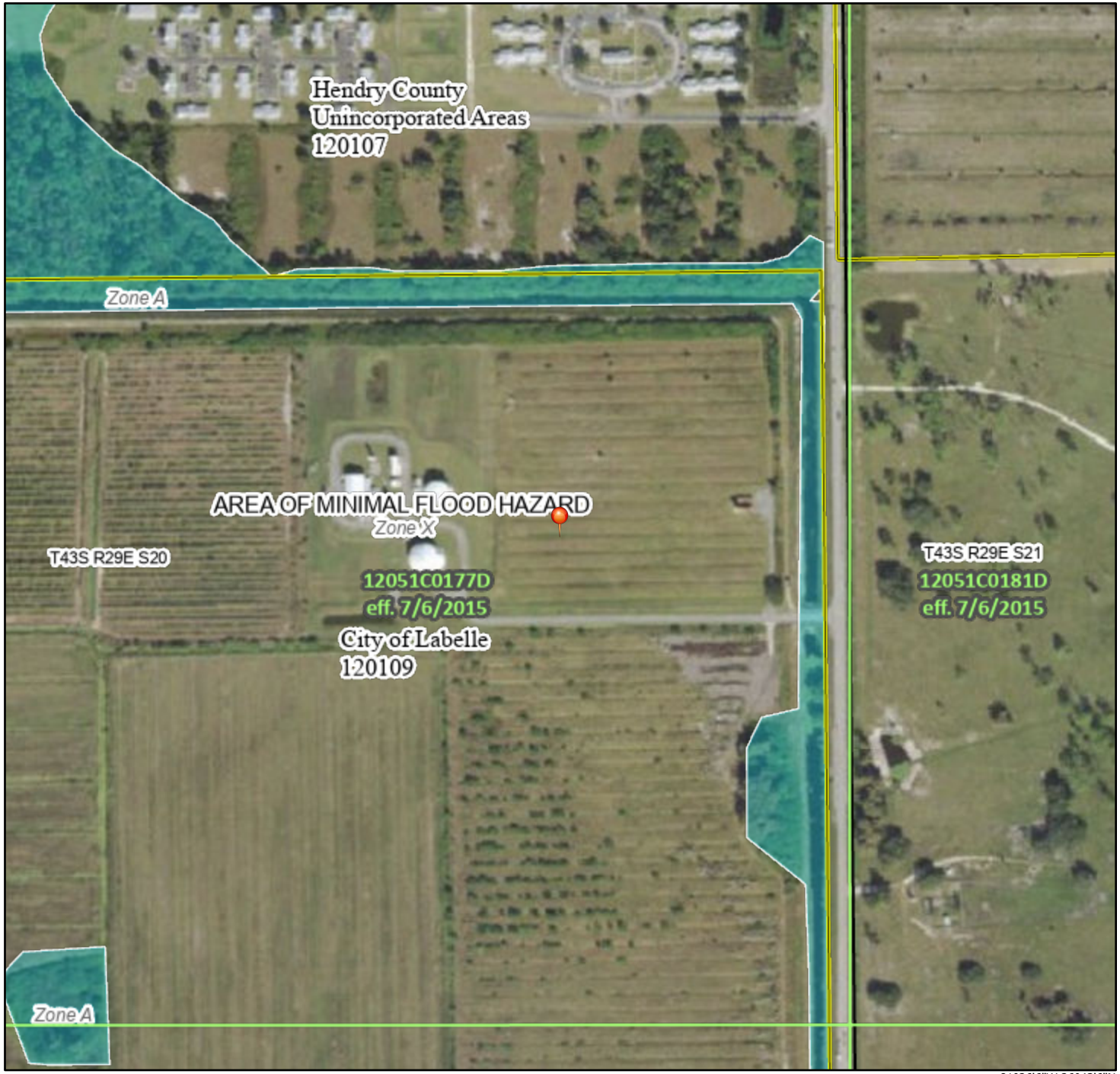

81°26'6"W 26°43'6"N

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1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND IN UT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

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5.3 LAND REQUIREMENTS (SITES AND EASEMENTS)

5.3.1 Alternative 1 – No Infrastructure Improvements

This alternative does not require additional land requirements.

5.3.2 Alternative 2 – Retrofitting and Expansion of the Existing WWTP

This alternative will slightly increase the footprint of the existing WWTP, however, existing information received from the City and preliminary planning it seems as though the existing site has adequate capacity to accommodate a rehabilitated and expanded WWTP.

5.3.3 Alternative 3 – Construction of a New WWTP

Alternative 3 would require the City to build the new WWTP on a City owned parcel located on the southern side of the City. The City owns a parcel of land where the WTP is located. The City would have to prove ownership prior to beginning design. A new pump station would need to be constructed at the existing WWTP to pump influent to the new WWTP. This plan includes reutilizing the existing reuse force main to pump raw influent to the new WWTP.

5.4 POTENTIAL CONSTRUCTION REQUIREMENTS

5.4.1 Alternative 1 – No Infrastructure Improvements

Since there is no construction for this alternative there are no potential construction requirements.

5.4.2 Alternative 2 – Retrofitting and Expansion of the Existing WWTP

The existing WWTP would have to remain online to both treat and dispose of effluent during construction. Construction activities will be staged to minimize impacts to the treatment process and maintain effluent requirements.

5.4.3 Alternative 3 – Construction of a New WWTP

The existing WWTP would have to remain online to both treat and dispose of effluent during construction. There should be no significant disruptions to the treatment process and the new WWTP would be built on a vacant site on the southern end of the City.

5.5 SUSTAINABILITY CONSIDERATIONS

All alternatives will incorporate sustainability considerations to give the City the most cost effective and robust infrastructure.

5.6 CAPITAL COST ESTIMATES

This section describes the associated costs for the three WWTP alternatives for addressing the projected increases in volumetric flow rates and contaminant loads during the 20-year planning period.

5.6.1 Alternative 1 – No Infrastructure Improvements

Alternative 1 proposes to make no infrastructure improvements which would cost $0. However, this alternative is not feasible due to the current Florida Administrative Consent Order. According to the Consent Order a daily fine of $15,000 would be incurred if the respondent does not complete the construction of an upgraded WWTP by December 15, 2026. The fines would be incurred during the planning period by the City from December 15, 2026 until December 31 2046 (7,321 days) for a total amount of $109,815,000. There could also be other fines due to environmental and health impacts. This alternative is not viable.

5.6.2 Alternative 2 – Retrofitting and Expansion of the Existing WWTP

Alternative 2 proposes to retrofit the existing WWTP which would cost a total of $42,195,000. See **Table 5-3** below for a detailed cost estimate.

Table 5-3: Alternative 2 Retrofit and Expansion of the Existing WWTP Capital Cost Analysis

Item	Cost
Construction Base Cost (2024)	$28,510,000
Construction Contingency (10%)	$2,851,000
Engineering, Permitting and Design (10%)	$2,851,000
Engineering Service During Construction (8%)	$2,280,800
Fiscal, Legal and administrative (3%)	$855,300
Land Acquisition	$0
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$1,995,700
Construction Contingency (10%)	$2,851,000
Total Opinion of Capital Costs	**$42,195,000**

5.6.3 Alternative 3 – Construction of a New WWTP

Alternative 3 is based on a new WWTP Alternative A as shown in **Figure 5-4** at a parcel located on the southern side of the City which would cost a total of $56,200,000. See **Table 5-4** below for a detailed cost estimate.

Table 5-4: Construction of a New WWTP Alternative A Capital Cost Analysis

Item	Cost
Construction Base Cost (2024)	$44,530,000
Construction Contingency (10%)	$4,453,000
Engineering, Permitting and Design (10%)	$4,453,000
Engineering Service During Construction (8%)	$3,562,400
Fiscal, Legal and administrative (3%)	$1,335,900
Land Acquisition	$0
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$3,117,100
Construction Contingency (10%)	$4,453,000
Total Opinion of Capital Costs	**$65,904,000**

Alternative 4 is based on a new WWTP Alternative B as shown in **Figure 5-5** at a parcel located on the southern side of the City which would cost a total of $57,809,000. See **Table 5-5** below for a detailed cost estimate.

Table 5-5: Construction of a New WWTP Alternative B Capital Cost Analysis

Item	Cost
Construction Base Cost (2024)	$39,060,000
Construction Contingency (10%)	$3,906,000
Engineering, Permitting and Design (10%)	$3,906,000
Engineering Service During Construction (8%)	$3,124,800
Fiscal, Legal and administrative (3%)	$1,171,800
Land Acquisition	$0
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$2,734,200
Construction Contingency (10%)	$3,906,000
Total Opinion of Capital Costs	**$57,809,000**

5.7 O&M ESTIMATES

Analyzing the life-cycle costs of each alternative provides a more in-depth comparison of costs that may be associated with each alternative. The life-cycle cost analysis (LCCA) considers capital cost and operational costs over the design life for each alternative. In addition, the salvage value of the remaining assets at the end of the project's 20-year period were subtracted from the initial investment and replacement cost. The net present value (NPV) of operational and maintenance costs were then added to the capital investment to arrive at a total "life-cycle cost". The table below provides a summary of the common factors used for evaluation of all the alternatives considered.

Table 5-6: Common Life Cycle Cost Analysis Criteria

Common Life Cycle Cost Criteria	Value
Electricity Cost ($/Kwh)	$0.12
Real Federal Discount Rate (i)	5.5%
Planning Period in Years (n)	20

The construction, non-construction, operation and maintenance, and short lived (reserve) asset costs for each alternative are presented in the following tables. All costs have been converted to present day dollars.

5.7.1 Alternative 1 – No Infrastructure Improvements

No life cycle cost analysis was conducted for this alternative.

5.7.2 Alternative 2 – Retrofitting and Expansion of the Existing WWTP

The table below provides life-cycle cost comparisons for the WWTP Alternative 2.

Table 5-7: Alternative 2 LCCA

Item	Cost
Initial Capital Cost (Construction)	$42,195,000
Annual Future Replacement Cost	$16,600
Annual O&M costs[1]	$214,900
Present Value of O&M Costs	$4,630,000
Salvage Value	$752,600
Present Value of Salvage Value	$8,994,000
Total Net Present Value	**$37,850,000**

Notes: [1]O&M costs include energy costs for equipment as part of this upgrade as well as annual equipment repairs.

5.7.3 Alternative 3 – Construction of a New WWTP

The table below provides life-cycle cost comparisons for the WWTP Alternative 3.

Table 5-8: Alternative 3 LCCA

Item	Cost
Initial Capital Cost (Construction)	$65,904,000
Annual Future Replacement Cost	$18,400
Annual O&M costs[1]	$363,100
Present Value of O&M Costs	$7,630,000
Salvage Value	$760,000
Present Value of Salvage Value	$9,083,000
Total Net Present Value	**$64,470,000**

Notes: [1]O&M costs include energy costs for equipment as part of this upgrade as well as annual equipment repairs.

Table 5-9: Alternative 4 LCCA

Item	Cost
Initial Capital Cost (Construction)	$57,809,000
Annual Future Replacement Cost	$18,400
Annual O&M costs[1]	$363,100
Present Value of O&M Costs	$7,630,000
Salvage Value	$760,000
Present Value of Salvage Value	$9,083,000
Total Net Present Value	**$56,380,000**

Notes: [1]O&M costs include energy costs for equipment as part of this upgrade as well as annual equipment repairs.

5.8 RECOMMENDED ALTERNATIVE

It is recommended to proceed with Alternative 4 in order to construct the new WWTP out of the 500-year flood plain and to have their major water infrastructure (Water Treatment Plant & Wastewater Treatment Plant) concentrated on the southern side of the City. The proposed location of the WWTP also has greater room for future expansion than the existing WWTP site.

6. ALTERNATIVES CONSIDERED (LIFT STATION 3)

6.1 EXISTING CONDITIONS

As outlined in Section 3 above, LS-3 currently utilizes duplex submersible pumps and has a 10-foot diameter wet well with a 20-foot depth. Additional information regarding the existing conditions of LS-3 can be found in Section 3.

The City has purchased a dedicated 100-kw generator for LS-3 which is currently in storage. The addition of emergency power to this lift station would help protect the City from potential wastewater backups and overflows. Also, according to the *Recommended Standards for Wastewater Facilities* written by The Board of State and Provincial Public Health and Environmental Managers (i.e., Ten State Standards) adequate emergency storage must be provided if no emergency pumping is provided. LS-3 will incorporate a backup generator so additional emergency storage will not be required.

6.2 DESIGN CRITERIA

As described in Section 3.2.1 the average daily flow for LS-3 was 110,663 gpd and the addition of septic to sewer will add approximately 205,334 gpd. Additionally, the City is expected to grow at 0.87% per year during the 24-year planning period. The future flow projection for LS-3 is estimated to be 381,997 gpd.

It is assumed that the gravity sewer entering the lift station enters the station approximately 8-feet below the existing grade and 1-foot is required at the bottom of the wet well to keep the pumps submerged, which equates to the lift station having an existing 10-foot diameter wet well volume of 6,462 gallons. This assumption must be made as there are no record plans of the existing lift station. The updated lift station will be designed to provide a maximum of four pump starts per hour for a maximum run time of 15 minutes per hour, while incorporating adequately sized pumps for the estimated total dynamic head. The existing force main is 2,100-feet and is made of 10-inch diameter PVC pipe. It is assumed that minor losses (bends) comprise of 10% of the major losses in the pipe. According to the 10 State Standards and General Engineering Practices pressure within the force main should be below 100 pounds per square inch (psi) and velocity within the force main should be between 2 and 8-feet per second.

The updated lift station would incorporate the 100kw generator that the City has already purchased and slated for installation at the LS-3 site. The generator is to provide redundancy in the power supply to the pump station. The generator also allows for the wet well to be smaller due to the reduction in emergency storage.

6.2.1 Alternative 1 – Do Nothing

Alternative No. 1 would lead to sewer overflows and fines which are not acceptable. Therefore, this option was not fully evaluated.

6.2.2 Alternative 2 – Retrofitted Lift Station

Alternative No. 2 would incorporate the design and construction of a retrofitted LS-3. Currently the lift station has a wet well volume of 6,462 gallons meaning an additional 9,498 gallons of storage would be required. To meet this requirement a new 10,000-gallon concrete tank would be installed next to the existing 10-foot diameter wet well. The bottom of the proposed tank would then be connected via a sewer pipe to

the existing wet well. Two risers would extend from the top of the new wet well to the existing surface grade. Both the new wet well and the existing wet well would be set 1-foot above existing grade to ensure they are 1-foot above the 100-year flood elevation.

The new lift station would utilize two submersible pumps each with a pumping capacity of approximately 1,100 gpm. The new lift station would also include a new valve vault, control panel, MCC, internal piping, water connection, fencing, lighting, and radio communications. This lift station configuration would install the previously bought generator in a weatherproof, sound attenuated within the fenced area of the pump station.

6.2.3 Alternative 3 – Construction of a New Lift Station

Alternative No. 3 is the replacement of LS-3 with a new pump station utilizing submersible pumps. The station would incorporate duplex submersible pumps capable of 1,100 gpm. This lift station would be designed to have a wet well capacity of 15,960 gallons. To meet this capacity two new 12-foot diameter wet wells would be installed to a depth of 20 feet. The two wet wells would be connected via a sewer pipe.

The new lift station would also include a new control panel, MCC, valve vault, internal piping, water connection, fencing, lighting, and radio communications. This lift station configuration would place the previously bought generator in a weatherproof, sound attenuated, enclosure outside of the pump station.

6.3 LAND REQUIREMENTS (SITES AND EASEMENTS)

6.3.1 Alternative 1 – Do Nothing

No additional land requirements or easements would be required for this alternative.

6.3.2 Alternative 2 – Retrofitted Lift Station

Temporary construction easements and possibly permanent easements would be likely for the construction of a retrofitted LS-3. The land area required for this pump station would be slightly larger than the land area currently required for LS-3 due to the addition of an additional wet well, valve vault, generator and additional appurtenances. Detailed land requirements would be calculated during the preliminary design phase and are not incorporated as part of this Facilities Plan.

6.3.3 Alternative 3 – Construction of a New Lift Station

Additional land would likely be required for the construction of a new LS-3. The land area required for this pump station would be larger than the land area currently required for LS-3 due to the addition of the new wet well(s), valve vault, generator and appurtenances. New land would likely be required as it would be more economical to leave the existing station online during the construction of the new lift station. This would reduce construction costs as bypass pumping would not be required. Detailed land requirements would be calculated during the preliminary design phase and are not incorporated as part of this Facilities Plan.

6.4 POTENTIAL CONSTRUCTION REQUIREMENTS

6.4.1 Alternative 1 – Do Nothing

Since there is no construction for this alternative there are no potential construction requirements.

6.4.2 Alternative 2 – Retrofitted Lift Station

Alternative 2 would likely require some degree of bypass pumping to keep sewage flowing from LS-3 to the WWTP. A detailed analysis of all bypass pumping and construction requirements would be required during the design phase.

6.4.3 Alternative 3 – Construction of a New Lift Station

Alternative 3 would most likely keep the existing LS-3 online during the construction phase. This would allow for the new station to be built without a disruption of sewage flow. A detailed analysis of all construction phasing and requirements would be required during the design phase.

6.5 SUSTAINABILITY CONSIDERATIONS

All alternatives will incorporate sustainability considerations to give the City the most cost effective and robust infrastructure.

6.6 CAPITAL COST ESTIMATES

6.6.1 Alternative 1 – Do Nothing

Alternative 1 proposes to do no infrastructure improvements to LS-3 which would cost $0. However, this alternative is not feasible as the existing lift station would fail and could possibly result in pollution and fines.

6.6.2 Alternative 2 – Retrofitted Lift Station

Alternative 2 proposed to retrofit the existing LS-3 which would cost $888,400. See **Table 6-1** below for a cost estimate.

Table 6-1: Alternative 2 Retrofit of Lift Station 3 Capital Cost Analysis

Item	Cost
Construction Base Cost (2024)	$580,000
Construction Contingency (10%)	$58,000
Engineering, Permitting and Design (10%)	$58,000
Engineering Service During Construction (8%)	$46,400
Fiscal, Legal and administrative (3%)	$17,400
Land Acquisition	$30,000
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$40,600
Construction Contingency (10%)	$58,000
Total Opinion of Capital Costs	**$888,400**

6.6.3 Alternative 3 – Construction of a New Lift Station

Alternative 3 includes construction of a new lift station proposed which would cost $844,000. See **Table 6-2** below for a cost estimate.

Table 6-2: Alternative 3 Construction of a New Lift Station 3 Capital Cost Analysis

Item	Cost
Construction Base Cost (2024)	$550,000
Construction Contingency (10%)	$55,000
Engineering, Permitting and Design (10%)	$55,000
Engineering Service During Construction (8%)	$44,000
Fiscal, Legal and administrative (3%)	$16,500
Land Acquisition	$30,000
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$38,500
Construction Contingency (10%)	$55,000
Total Opinion of Capital Costs	**$844,000**

6.7 O&M ESTIMATES

Analyzing the life-cycle costs of each alternative provides a more in-depth comparison of costs that may be associated with each alternative. The LCCA considers capital cost and operational costs over the design life for each alternative. In addition, the salvage value of the remaining assets at the end of the project's 20-year period were subtracted from the initial investment and replacement cost. The NPV of operational and maintenance costs were then added to the capital investment to arrive at a total "life-cycle cost". The table below provides a summary of the common factors used for evaluation of all the alternatives considered.

Table 6-3: Common Life Cycle Cost Analysis Criteria

Common Life Cycle Cost Criteria	Value
Electricity Cost ($/kWh)	$0.12
Real Federal Discount Rate (i)	5.5%
Planning Period in Years (n)	20

The construction, non-construction, operation and maintenance, and short lived (reserve) asset costs for each alternative are presented in the following tables. All costs have been converted to present day dollars.

6.7.1 Alternative 1 – Do Nothing

No life cycle cost analysis was conducted for this alternative.

6.7.2 Alternative 2 – Retrofitted Lift Station 3

The table below provides life-cycle cost comparisons for the LS-3 Alternative 2.

Table 6-4: Alternative 2 Retrofit of Lift Station LCCA

Item	Cost
Initial Capital Cost (Construction)	$888,400
Annual Future Replacement Cost	$5,100
Annual O&M costs[1]	$22,500
Present Value of O&M Costs	$552,000
Salvage Value	$3,500
Present Value of Salvage Value	$42,000
Total Net Present Value	**$1,410,000**

Notes: [1]O&M costs include energy costs for pumping equipment and annual wet well cleaning.

6.7.3 Alternative 3 – Construction of a New Lift Station

The table below provides life-cycle cost comparisons for the LS-3 Alternative 3.

Table 6-5: Alternative 3 Construction of New Lift Station 3 LCCA

Item	Cost
Initial Capital Cost (Construction)	$844,000
Annual Future Replacement Cost	$5,100
Annual O&M costs[1]	$22,500
Present Value of O&M Costs	$552,000
Salvage Value	$4,200
Present Value of Salvage Value	$51,000
Total Net Present Value	**$1,360,000**

Notes: [1]O&M costs include energy costs for pumping equipment and annual wet well cleaning.

6.8 RECOMMENDED ALTERNATIVE

Alternative 3 – Construction of a new LS-3 is the recommended alternative. Alternative 3 is the most cost-effective option that provides reliability and resilience for the sewer shed serviced by LS-3. Utilizing the existing infrastructure at the LS-3 site costs more than building a whole new LS-3, therefore Alternative 3 is recommended.

7. ALTERNATIVES CONSIDERED (LIFT STATION 4)

7.1 EXISTING CONDITIONS

Currently LS-4 utilizes duplex submersible pumps. LS-4 has a wet well diameter of 6-feet and a depth of 18-feet from existing grade. Additional information regarding the existing conditions of LS-4 can be found in Section 3. Currently LS-4 does not have a dedicated emergency generator. The addition of emergency power to this lift station would help protect the City from potential wastewater backups and overflows.

7.2 DESIGN CRITERIA

As outlined in Section 3 LS-4 currently utilizes duplex submersible pumps and has a 6-foot diameter wet well with an 18-foot depth. As described in Section 3.2.2, the average daily flow for LS-4 is 53,603 gpd and the addition of septic to sewer will add approximately 36,952 gpd. Additionally, the City is expected to grow at a rate of 0.87% per year.

It is assumed that the gravity sewer entering the pump station enters the station 8-feet below surface grade and 1-foot is required at the bottom to keep the pump submerged which equated to the lift station having a wet well volume of 1,904 gallons. This assumption must be made because there are no record plans of the existing pump station. The updated lift station will be designed to provide a maximum of four pump starts per hour and for a maximum run time of 15 minutes per hour while incorporating adequately sized pumps for the estimated total dynamic head. The existing 6-inch force main has sufficient capacity to handle the projected flow while maintaining 10 state standards and general engineering practices of pressure below 100 psi and velocity between 2 and 8 feet per second.

7.2.1 Alternative 1 – Do Nothing

Under the expected future flows the existing list station could become overwhelmed causing sewer overflows and fines which are not acceptable. Therefore, this option was not fully evaluated.

7.2.2 Alternative 2 – Retrofit of Existing Lift Station

Alternative No. 2 would incorporate the design and construction of a retrofitted LS-4. Currently the lift station has a wet well volume of 1,904 gallons meaning an additional 6,076 gallons of storage would be required. To meet this requirement, a new 12-foot diameter concrete wet well would be installed next to the existing 6-foot diameter wet well. The bottom of the proposed tank would then be connected via a 12-inch diameter sewer pipe to the existing wet well. The top of the tank would extend to surface grade.

The new lift station would utilize two submersible pumps each with a pumping capacity of approximately 550 gpm. The new lift station would also include a new valve vault, control panel, MCC, internal piping, water connection, fencing, lighting, and radio communications. This lift station configuration would also include the installation of a new generator contained within a weatherproof, sound attenuated within the fenced area of the pump station.

7.2.3 Alternative 3 – Construction of a New Lift Station

Alternative No. 3 is the replacement of LS-4 with a new pump station utilizing submersible pumps. The station would incorporate duplex submersible pumps with a working wet well volume of approximately 2,000 gallons. Sizing of pump and wet well to be confirmed during design.

The new lift station would also include a new control panel, MCC, valve vault, internal piping, water connection, fencing, lighting, and radio communications. This lift station configuration would also include the installation of a new generator contained within a weatherproof, sound attenuated within the fenced area of the pump station.

7.3 LAND REQUIREMENTS (SITES AND EASEMENTS)

7.3.1 Alternative 1 – Do Nothing

No additional land requirements or easements would be required for this alternative.

7.3.2 Alternative 2 – Retrofit of Existing Lift Station

Temporary construction easements and possible permanent easements would be likely for the construction of the lift station outlined in Alternative No. 2 for LS-4. The land area required for this pump station would be slightly larger than the land area currently required for LS-4 due to the addition of the generator and slightly larger wet well. Detailed land requirements would be calculated during the preliminary design phase and are not incorporated as part of this Facilities Plan.

7.3.3 Alternative 3 – Construction of a New Lift Station

Temporary construction and easements and possible permanent easements would be likely for the construction of the lift station outlined in Alternative No. 3 for LS-4. The land area required for this pump station would be larger than the land currently required for LS-4 due to the wet well volume increase. It would also be more economical for the existing lift station to remain online during the construction of the new lift station. This would mean building the new lift station on land next to the lift station which is likely not City property.

7.4 POTENTIAL CONSTRUCTION REQUIREMENTS

7.4.1 Alternative 1 – Do Nothing

Since there is no construction for this alternative there are no potential construction requirements.

7.4.2 Alternative 2 – Retrofit of Existing Lift Station

Alternative 2 would likely require some degree of bypass pumping to keep sewage flowing from LS-4 to the WWTP. A detailed analysis of all bypass pumping and construction requirements would be required during the design phase.

7.4.3 Alternative 3 – Construction of a New Lift Station

Alternative 3 would most likely keep the existing LS-4 online during the construction phase. This would allow for the new station to be built without a disruption of sewage flow. A detailed analysis of construction phasing and requirements would be required during the design phase.

7.5 SUSTAINABILITY CONSIDERATIONS

All alternatives will incorporate sustainability considerations to give the City the most cost effective and robust infrastructure.

7.6 CAPITAL COST ESTIMATES

7.6.1 Alternative 1 – Do Nothing

Alternative 1 proposes to make no infrastructure improvements to LS-4, which would cost $0. However, this alternative is not feasible as the existing lift station could fail and could result in pollution and fines.

7.6.2 Alternative 2 – Retrofit of Existing Lift Station

Alternative 2 proposed to retrofit the existing LS-4. See **Table 7-1** below for a detailed cost estimate.

Table 7-1: Alternative 2 Retrofit of Lift Station 4

Item	Cost
Construction Base Cost (2024)	$790,000
Construction Contingency (10%)	$79,000
Engineering, Permitting and Design (10%)	$79,000
Engineering Service During Construction (8%)	$63,200
Fiscal, Legal and administrative (3%)	$23,700
Land Acquisition	
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$55,300
Construction Contingency (10%)	$79,000
Total Opinion of Capital Costs	**$1,169,200**

7.6.3 Alternative 3 – Construction of a New Lift Station

Alternative 3 proposed to build a new LS-4. See **Table 7-2** below for a detailed cost estimate.

Table 7-2: Alternative 3 Construction of a New Lift Station 4

Item	Cost
Construction Base Cost (2024)	$560,000
Construction Contingency (10%)	$56,000
Engineering, Permitting and Design (10%)	$56,000
Engineering Service During Construction (8%)	$44,800
Fiscal, Legal and administrative (3%)	$16,800
Land Acquisition	
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$39,200
Construction Contingency (10%)	$56,000
Total Opinion of Capital Costs	**$828,800**

7.7 O&M ESTIMATES

Analyzing the life-cycle costs of each alternative provides a more in-depth comparison of costs that may be associated with each alternative. The LCCA considers capital cost and operational costs over the design life for each alternative. In addition, the salvage value of the remaining assets at the end of the project's 20-year period were subtracted from the initial investment and replacement cost. The NPV of operational and maintenance costs were then added to the capital investment to arrive at a total "life-cycle cost". The table below provides a summary of the common factors used for evaluation of all the alternatives considered.

Table 7-3: Common Life Cycle Cost Analysis Criteria

Common Life Cycle Cost Criteria	Value
Electricity Cost ($/kWh)	$0.12
Real Federal Discount Rate (i)	5.5%
Planning Period in Years (n)	20

The construction, non-construction, operation and maintenance, and short lived (reserve) asset costs for each alternative are presented in the following tables. All costs have been converted to present day dollars.

7.7.1 Alternative 1 – Do Nothing

No life cycle cost analysis was conducted for this alternative.

7.7.2 Alternative 2 – Retrofit of Existing Lift Station

The table below provides life-cycle cost comparisons for the LS-4 Alternative 2.

Table 7-4: Alternative 2 Retrofit Lift Station 4 LCCA

Item	Cost
Initial Capital Cost (Construction)	$1,169,200
Annual Future Replacement Cost	$4,900
Annual O&M costs[1]	$9,400
Present Value of O&M Costs	$286,000
Salvage Value	$3,500
Present Value of Salvage Value	$42,000
Total Net Present Value	**$1,420,000**

Notes: [1]O&M costs include energy costs for pumping equipment and annual wet well cleaning.

7.7.3 Alternative 3 – Construction of a New Lift Station

The table below provides life-cycle cost comparisons for the LS-4 Alternative 3.

Table 7-5: Alternative 3 Construction of New Lift Station 4 LCCA

Item	Cost
Initial Capital Cost (Construction)	$828,800
Annual Future Replacement Cost	$4,600
Annual O&M costs[1]	$9,400
Present Value of O&M Costs	$280,000
Salvage Value	$3,500
Present Value of Salvage Value	$42,000
Total Net Present Value	**$1,080,000**

Notes: [1]O&M costs include energy costs for pumping equipment and annual wet well cleaning.

7.8 RECOMMENDED ALTERNATIVE

Alternative 3 – Construction of a New Lift Station 4 is the recommended alternative. Alternative 3 is the most cost-effective option that provides reliability and resilience for the sewer shed serviced by LS-4. Utilizing the existing infrastructure at the LS-4 site costs more than building a new LS-4 and thus Alternative 3 is recommended.

8. ALTERNATIVES CONSIDERED (SEWER COLLECTION SYSTEM)

8.1 EXISTING CONDITIONS

The City of LaBelle has a collection system that consists of approximately 109,600 linear feet of gravity sewer, 60,500 linear feet of sewer force main, and approximately 400 sewer manholes. Portions of the sewer collection system are subject to high infiltration and inflow due to infrastructure age, condition, and proximity to the flood hazard zone. Removing infiltration and inflow from the sewer can increase hydraulic capacity, reduce operations and maintenance costs, and reduce the likelihood of SSOs caused by capacity limitations.

The City received a Consent Order (22-2259) from the FDEP in January 2023 which required the City to conduct a SSES to identify infrastructure beyond design life and defects within the collection system that are contributing to substantial infiltration and inflow and operational issues. Woodard & Curran conducted SSES including smoke testing, closed-circuit television (CCTV) inspections, and manhole inspections throughout the City's collection system and summarized the findings and recommendations in the SSES Report dated March 2024.

8.2 DESIGN CRITERIA

The primary objective of the collection system portion of this project is to reduce a significant portion of the City's inflow and infiltration so that SSO volumes decrease with the ultimate goal of eliminating SSOs in the future. Approaches for infiltration and inflow reduction include rehabilitating and/or replacing aging infrastructure that is allowing stormwater and groundwater to unnecessarily enter the City's wastewater collection system.

The previously completed SSES program identified that 67% of sewer pipes inspected and 94% of manholes inspected had defects warranting rehabilitation to help prevent hydraulic failures, reduce infiltration and inflow into the sewer system, and/or improve operation and maintenance. The SSES Report recommended a combination of trenchless rehabilitation and open cut replacement of sewer infrastructure.

The alternatives evaluated for planning include 1) do nothing, 2) sewer infrastructure rehabilitation and replacement which follows the recommendations of the SSES Report, and 3) sewer infrastructure complete replacement, which includes replacement of all infrastructure that was observed as having defects during the SSES program.

8.2.1 Alternative 1 – Do Nothing

This alternative would result in the City making no capital improvements or rehabilitation efforts to its sewer collection system. The City would continue to operate and maintain the collection system in its current condition, making emergency repairs as needed. This alternative has the lowest capital cost, requiring $0 in capital expenditures; however, the condition of the collection system and severity of infiltration and inflow will continue to worsen and result in excessively high operation and maintenance costs, unexpected capital costs, and ongoing environmental and safety concerns. For these reasons, Alternative 1 is not a viable alternative for the City.

8.2.2 Alternative 2 – Sewer Infrastructure Rehabilitation & Replacement

Alternative 2 would consist of a combination of sewer rehabilitation work and replacement work as recommended in the March 2024 SSES Report. As shown in **Table 8-1** below, 64% of the total 67% of sewer pipes identified with defects are eligible for repairs in lieu of complete replacement because the defects are small enough to be repaired with cost effective trenchless technology repair methods. Similarly, 90% of the total 94% of manholes identified with defects could be repaired with rehabilitation methods in lieu of complete replacement. Considering a combination of rehabilitation and replacement would result in capital cost savings. Because some infrastructure is in a condition where rehabilitation methods could significantly prolong its useful life, rehabilitation is a great consideration over complete replacement.

Table 8-1 summarizes the rehabilitation recommendations for the inspected pipe segments. Rehabilitation methods include cured-in-place lining, heavy cleaning, and CCTV. Complete replacement of sewer segments that are in too poor a condition to be restored are included in the last row.

Table 8-1: Sewer Piping with Defects

Recommended Rehabilitation	Pipe Length (LF)	% of Inspected Pipes
Cured-in-Place Pipe (CIPP) Lining	14,880	49%
Heavy Clean & CCTV	3,365	11%
CCTV	1,255	4%
Open Cut Replacement	930	3%

Additionally, manholes could also be rehabilitated using several methods depending on the extent of their defects. **Table 8-2** summarizes the rehabilitation recommendations for the inspected manhole structures including structural modifications, raising or replacement of frames and covers, heavy cleaning, etc. Complete replacement of manholes that are in too poor condition to be restored are included in the last row.

Table 8-2: Sewer Manholes with Defects

Recommended Rehabilitation	Quantity of Manholes	% of Inspected Manholes[1]
Structural Modification	1	<1%
Raise Frame & Cover to Grade	33	18%
New Frame & Cover	62	52%
Rebuild Bench & Invert	8	8%
Cementitious Restoration	17	14%
Heavy Clean	43	38%
New Watertight Frame & Cover	26	22%
Replace Manhole Structure	7	6%

Notes: [1]Manholes can receive multiple types of rehabilitation, so the percentages are not equal to the 94% noted above.

8.2.3 Alternative 3 – Sewer Infrastructure Complete Replacement

Alternative 3 consists of complete replacement of all sewer pipe and manhole infrastructure that was identified as having defects as part of the SSES program, without the option of rehabilitation. Although trenchless repairs are more cost effective when looking at capital cost, installation of new infrastructure

typically lasts longer than rehabilitation methods and may reduce operation and maintenance costs in the future.

The sewer pipe replacement total quantity and manhole structure replacement total quantity for this alternative is summarized below:

- Sewer pipe replacement: 20,430 linear feet
- Sewer manhole replacement: 120 structures

8.3 ENVIRONMENTAL IMPACTS

Extraneous flow from infiltration and inflow sources results in unnecessary collection, transmission, and treatment of storm water and groundwater that enters the sewer system. The inundation of clean water takes away from the available capacity within the collection system and at the WWTP. When the sewer facilities exceed capacity, environmental risks and safety concerns such as SSOs are introduced. Additionally, the limited capacity of sewer facilities during wet weather events impacts future growth within the City. Without removing infiltration and inflow from the collection system, larger sewer pipes would be needed to accommodate expansion within the City.

8.4 LAND REQUIREMENTS (SITE AND EASEMENTS)

8.4.1 Alternative 1 – Do Nothing

No additional land requirements or easements would be required for this alternative.

8.4.2 Alternative 2 – Sewer Infrastructure Rehabilitation & Replacement

No additional land acquisition would be needed for this alternative. Temporary construction easements would likely be necessary for the portion of work that includes open cut replacement of infrastructure that is not within the public right-of-way. For the portion of rehabilitation work where ground disturbance is not required, temporary construction easements may only be needed in areas where construction equipment or activities cannot be maintained within the right-of-way.

8.4.3 Alternative 3 – Sewer Infrastructure Complete Replacement

No additional land acquisition is envisioned for this alternative. Temporary construction easements would likely be needed where sewer pipe and manhole replacement work occur on private property. An option to reduce bypass pumping costs would be to install new sewer pipe and manholes adjacent to existing infrastructure so existing infrastructure can convey sewer flows during construction; however, this requires additional land and may only be feasible in public roads where the space is not already occupied by existing utilities.

8.5 POTENTIAL CONSTRUCTION REQUIREMENTS

Both Alternatives 2 and 3 will require bypass pumping for rehabilitation and replacement work. Sewer flows will need to be rerouted around pipe segments and manholes that require replacement or rehabilitation so that homeowners can continue utilizing their sewer services. For certain manholes, rehabilitation may be able to be conducted while sewer flows are passing through the structure, depending on the location of

the repair and the repair method. Bypass pumping should be conducted during dry weather to reduce the size of pumps needed and reduce the overall bypass pumping cost.

In some cases, new sewer pipe and manholes may be installed adjacent to existing so that the existing infrastructure can be used to convey flows during construction. In these instances, bypass pumping could be reduced.

8.6 SUSTAINABILITY CONSIDERATIONS

All alternatives will incorporate sustainability considerations to give the City the most cost effective and robust infrastructure.

8.7 CAPITAL COST ESTIMATES

8.7.1 Alternative 1 – Do Nothing

Alternative 1 proposes to make no infrastructure improvements to the sewer collection system, which would cost $0. However, this alternative is not feasible as the City is experiencing SSOs due to the aging condition of the collection system.

8.7.2 Alternative 2 – Sewer Infrastructure Rehabilitation & Replacement

Alternative 2 is proposed to rehabilitate and replace certain portions of the sewer collection system that are beyond their useful life which would cost $5,908,000. See **Table 8-3** below for a cost estimate.

Table 8-3: Alternative 2 Sewer Infrastructure Rehabilitation & Replacement

Item	Cost
Construction Base Cost (2024)	$3,992,000
Construction Contingency (10%)	$399,200
Engineering, Permitting and Design (10%)	$399,200
Engineering Service During Construction (8%)	$319,360
Fiscal, Legal and administrative (3%)	$119,760
Land Acquisition	
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$279,440
Construction Contingency (10%)	$399,200
Total Opinion of Capital Costs	**$5,908,000**

8.7.3 Alternative 3 – Sewer Infrastructure Complete Replacement

Alternative 3 is proposed to replace all sewer infrastructure identified to have defects which would cost $29,422,000. See **Table 8-4** below for a cost estimate.

Table 8-4: Alternative 3 Sewer Infrastructure Complete Replacement

Item	Cost
Construction Base Cost (2024)	$19,879,719
Construction Contingency (10%)	$1,987,972
Engineering, Permitting and Design (10%)	$1,987,972
Engineering Service During Construction (8%)	$1,590,378
Fiscal, Legal and administrative (3%)	$596,392
Land Acquisition	
Construction Escalation to Mid-Point of Construction (end of 2026 7%)	$1,391,580
Construction Contingency (10%)	$1,987,972
Total Opinion of Capital Costs	**$29,422,000**

8.8 OPERATION & MAINTENANCE ESTIMATES

Analyzing the life-cycle costs of each alternative provides a more in-depth comparison of costs that may be associated with each alternative. The LCCA considers capital cost and operational costs over the design life for each alternative. In addition, the salvage value of the remaining assets at the end of the project's 20-year period were subtracted from the initial investment and replacement cost. The NPV of operational and maintenance costs were then added to the capital investment to arrive at a total "life-cycle cost". **Table 8-5** below provides a summary of the common factors used for evaluation of all the alternatives considered.

Table 8-5: Common Life Cycle Cost Analysis Criteria

Common Life Cycle Cost Criteria	Value
Electricity Cost ($/kWh)	$0.12
Real Federal Discount Rate (i)	5.5%
Planning Period in Years (n)	20

The construction, non-construction, operation and maintenance, and short lived (reserve) asset costs for each alternative are presented in the following tables. All costs have been converted to present day dollars.

8.8.1 Alternative 1 – Do Nothing

No life cycle cost analysis was conducted for this alternative.

8.8.2 Alternative 2 – Sewer Infrastructure Rehabilitation & Replacement

Table 8-6 below provides life-cycle cost comparisons for the sewer collection system Alternative 2.

Table 8-6: Alternative 2 Sewer Infrastructure Rehab & Replacement LCCA

Item	Cost
Initial Capital Cost (Construction)	$5,908,000
Annual Future Replacement Cost[1]	--
Annual O&M costs[2]	$19,600
Present Value of O&M Costs	$392,000
Salvage Value[3]	--
Present Value of Salvage Value	--
Total Net Present Value	**$6,319,600**

Notes: [1]Replacement costs are zero for this alternative because all infrastructure has a design life of greater than 20-years.
[2]O&M costs include cleaning and CCTV of sewer (10% of piping annually), and emergency spot repairs.
[3]Salvage value is zero for this alternative because buried structures and piping are not intended to be reused if they are removed from service.

8.8.3 Alternative 3 – Sewer Infrastructure Complete Replacement

The table below provides life-cycle cost comparisons for the sewer collection system Alternative 3.

Table 8-7: Alternative 3 Sewer Infrastructure Complete Replacement LCCA

Item	Cost
Initial Capital Cost (Construction)	$27,610,000
Annual Future Replacement Cost[1]	--
Annual O&M costs[2]	$7,400
Present Value of O&M Costs	$148,000
Salvage Value[3]	--
Present Value of Salvage Value	--
Total Net Present Value	**$29,577,400**

Notes: [1]Replacement costs are zero for this alternative because all infrastructure has a design life of greater than 20-years.
[2]O&M costs include cleaning and CCTV of sewer (10% of piping annually), and emergency spot repairs.
[3]Salvage value is zero for this alternative because buried structures and piping are not intended to be reused if they are removed from service.

8.9 RECOMMENDED ALTERNATIVE

Alternative 2 – Sewer Infrastructure Replacement and Repair is the recommended alternative. This alternative is the most cost-effective option that will reduce SSOs, prolong sewer infrastructure life, and provide reliability throughout the collection system. For these reasons, Alternative 2 is recommended.

9. IMPLEMENTATION AND COMPLIANCE

9.1 PUBLIC MEETING

A public meeting was held August 8, 2024, after advertising in the Okeechobee Newspaper. Resolution 2024-15 to approve this Clean Water Facilities Plan and submit to the FDEP passed at the meeting. A copy of Resolution 2024-15, the legal advertisement affidavit, and certified meeting minutes are provided in **Appendix F**.

9.2 REGULATORY AGENCY REVIEW

To qualify for a subsidized loan from the SRF, various government agencies must be satisfied with the way that the City of LaBelle is proposing to address their wastewater system challenges. Copies of the Facilities Plan adopted by the City of LaBelle are being sent to the FDEP-SRF for review and comments. The FDEP-SRF staff will distribute this Facilities Plan to Local, State and Federal Agencies via the "State Clearing House Process" for their review and comment.

9.3 FINANCIAL PLANNING

The FDEP-SRF program is expected to be the financing source for the project. A capital financing plan (CFP) is included with this Facilities Plan, which provides the financial impact on the users of the system. The CFP is shown in **Appendix G** and demonstrates that water and sewer operating expenses; existing debt service obligations; and proposed project debt service associated with the selected plan. The CFP also evaluates the current utility rates, existing approved annual increases, and water and sewer impact fees. The CFP is based on the current utility rates and the rate ordinance that the City adopted with a consumer price index (CPI) increase annually, as well as water and sewer impact fees. Copies of the current water and sewer rate documents are provided in **Appendix H** that support the CFP.

9.4 SAHFI COMPLIANCE

The City of LaBelle, FL is slated to receive Supplemental Appropriation for Hurricane's Fiona and Ian (SAHFI Funding). The project elements outlined herein have been determined to be eligible by SRF staff as they satisfy goals described within Hurricane Ian Special Appropriation Florida Requirements guidance. Specific project elements that meet the CWSRF program and SAHFI supplemental planning requirements are listed below (in blue):

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

    a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities.

    All projects will include installation of new emergency power generators, portable generator connections, and/or backup diesel pumps for the lift stations.

    b. Replacement of damaged equipment with more energy-efficient equipment.

    All projects will include installation of premium efficiency motors, including variable frequency drives (VFDs) for pumps.

c. Physical "hardening" or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:

- Installation of submersible pumps
- Waterproofing electrical components (e.g., pump motors)
- Waterproofing circuitry
- Dry floodproofing/sealing of structure to prevent floodwater penetration
- Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)

Projects will include relocation and replacement of all control panels with 316 SS, NEMA 4X control panels for continuous all-weather operation. Projects will also install electrical equipment above the 100-year flood elevation and or floodproof the structure.

d. Relocation of pump stations or other collection system facilities to less flood prone areas.

Project will include elevating the treatment and or collection as required to better protect them from storm damage and improve accessibility.

e. Installation of physical barriers around pump stations or other collection system facilities (e.g., levees or dykes).

N/A

f. Correction of significant infiltration and inflow problems that increase the likelihood of sewer backups or flooding of treatment works.

The City recently completed a sanitary sewer evaluation project and identified several pipes and lift station wet wells with structural defects that facilitate inflow and infiltration. This project will rehabilitate or replace select pipes and wet wells in order to eliminate the inflow and infiltration source.

g. Separation of combined sewers that will result in a reduced risk of flooding of the collections system and/or treatment works.

N/A

h. Installation/construction of redundant collection system components and equipment.

Collection system will be provided with redundant components.

i. Regionalization project that enables diversion of wastewater flows to an alternate system for emergency wastewater collection and treatment services.

N/A

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

Projects will include upgrading the lift stations with a new SCADA system with updated technology and more supervision and control installed in 316 SS NEMA 4X panels and moved to safe locations. SCADA Control will enhance operations for uninterrupted water supply during a natural disaster.

k. Green infrastructure that reduces flood risk by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection.

N/A

l. Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees.

- Floodwater pumping systems
- Flood water channels/culverts, physical barriers, and retention infrastructure

N/A

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

a. Installation of physical barriers around a facility (e.g., levees or dykes around the facility to prevent flooding).

N/A

b. Relocation of facilities to less flood prone areas.

This project will relocate the existing WWTP from a dirt road at elevation 12 feet to a State four-lane road at elevation 33 feet to better protect it from storm events and improve access during emergencies.

c. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the treatment works.

N/A

d. Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection.

N/A

e. Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees.

- Floodwater pumping systems
- Flood water channels/culverts, physical barriers, and retention infrastructure

N/A

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

a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities.

Project will include new emergency power generator and/or backup diesel pumps, at the WWTP.

b. Replacement of damaged equipment with more energy-efficient equipment.

Project includes new VFDs and other more efficient equipment with premium efficient motors that will be integrated into the design of the WWTP.

c. Physical "hardening" or waterproofing of pumps and electrical equipment at treatment works through upgrade or replacement, including:

- Installation of submersible pumps
- Waterproofing electrical components (e.g., pump motors)
- Waterproofing circuitry
- Dry floodproofing/sealing of structure to prevent floodwater penetration
- Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)

Project includes installation of 316 SS, NEMA 4Xf control panels for continuous all-weather operation.

d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures.

e. Installation of physical barriers around individual treatment processes.

- Flood walls around treatment tanks
- Elevated walls or capping of treatment tanks

f. Installation of larger capacity storage tanks.

- Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
- Installation of larger capacity fuel storage tanks for back-up generators
- Construction of storage tanks at treatment works to store overflows for future treatment

Project will include increasing the size of tanks, treatment capacity, reject tanks, chemical storage and generators to handle wet weather flows and storm events.

g. Installation/construction of redundant components and equipment.

System will be provided with redundant components and recommended spare parts.

h. SCADA system projects to allow remote or multiple system operation locations.

Project will include new SCADA system with updated technology and more supervision and control installed in 316 SS, NEMA 4X panels and moved to safe locations.

4. **Projects that preserve and protect treatment works equipment in the event of a flood or natural disaster, including but not limited to:**

N/A

5. **Planning projects that assess a treatment works' vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency**

priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project, including but not limited to:

N/A

9.4.1 Previous Impacts from Hurricane Ian

The City identified a series of vulnerabilities to their wastewater collection system following Hurricane Ian. During the storm, the City experienced widespread power outages due to tree damage and roadway flooding preventing access to many remote lift stations (See Chapter 3 for summary of lift station issues). The City is under FDEP Consent Order 22-2259 to make upgrades to the sewer collection system to mitigate multiple occurrences of SSO's into the Caloosahatchee River. The Consent Order dictates the City must perform the sewer upgrades that will include lift station rehabilitation/replacement, generators, supply towable emergency pumps, installation of submersible pumps, floodproofing of component structures and waterproofing of electrical equipment and circuitry, SCADA system improvements for remote monitoring and control, identification and removal of inflow and infiltration sources and critical pipe repairs. Many of the existing lift stations are located in roads that flooded during Hurricane Ian with access hatches at ground level making overflows easy and emergency response difficult to perform. The City plans to expedite design and construction to complete the critical WWTP and lift station repairs and upgrade projects.

9.4.2 500-Year Floodplain

The proposed project sites are located outside the 500-year floodplain, providing enhanced redundancy and resiliency of the system during major flood events and natural disasters. **Figure 1-2** shows the existing and the proposed project site locations with relation to the 0.2% Annual Chance Flood Hazard (500-Year Floodplain). The existing facility is currently within the 500-year floodplain and the proposed new facility is outside the 500-year floodplain.

9.5 PROJECT IMPLEMENTATION

The City of LaBelle has the sole responsibility and authority to implement the recommended facilities.

9.6 IMPLEMENTATION SCHEDULE

The implementation schedule is estimated to follow the timeline below:

Wastewater Treatment Plant (WWTP)

- Planning Approval March 30, 2025
- Design Begins March 31, 2025
- Design Documents Due to FDEP September 30, 2025
- Design Approval December 10, 2025
- Construction Begins December 2025
- Construction Ends December 2027

Lift Station 3, Lift Station 4, Master Lift Station, Sewer Collection

- Planning Approval February 1, 2025
- Design Approval June 1, 2025
- Bidding June 1, 2026
- Construction Begins September 2026
- Construction Ends September 2027

9.7 COMPLIANCE

1. Wastewater treatment and disposal will be the full responsibility of LaBelle.
2. Selected alternatives will meet the reliability requirements as per chapter 62-600, F.A.C.
3. Residual disposal will meet the requirements of Chapter 62-701, F.A.C. and 40 CFR Part 503.
4. Effluent disposal will meet the requirements of Chapter 62-600.540 underground injection.
5. Effluent disposal will meet the requirements of Chapter 62-610.
6. The environmental aspects of the proposed facilities are satisfactory.
7. All projects identified herein comply with the goals described within Hurricane Ian Special Appropriation Florida Requirements guidance. Specific elements of the projects meet program goals within Attachment 2 of the Memorandum dated September 7, 2023, *Award and Implementation of the 2023 State Revolving Fund Supplement Appropriation for Hurricanes Fiona and Ian (SAHFI)* from the United States Environmental Protection Agency (EPA).

10. REFERENCES

Applied Technology & Management, Inc., "City of LaBelle, Florida Wastewater Treatment Facility Draft Operation and Maintenance Manual." Draft, April 2001.

"Ten State Standards", 2014 Edition, Health Research, Inc., Health Education Services Division, 2014, Albany, N.Y.

Bryan B. Angela, "LaBelle 2023 Wastewater Engineering Report", March 10, 2023.

"Sewer System Evaluation Survey (SSES) Report – City of LaBelle FL", Woodard & Curran, March 2024, Tampa FL.

APPENDIX A: CUSTOM SOIL RESOURCE REPORT

United States Department of Agriculture

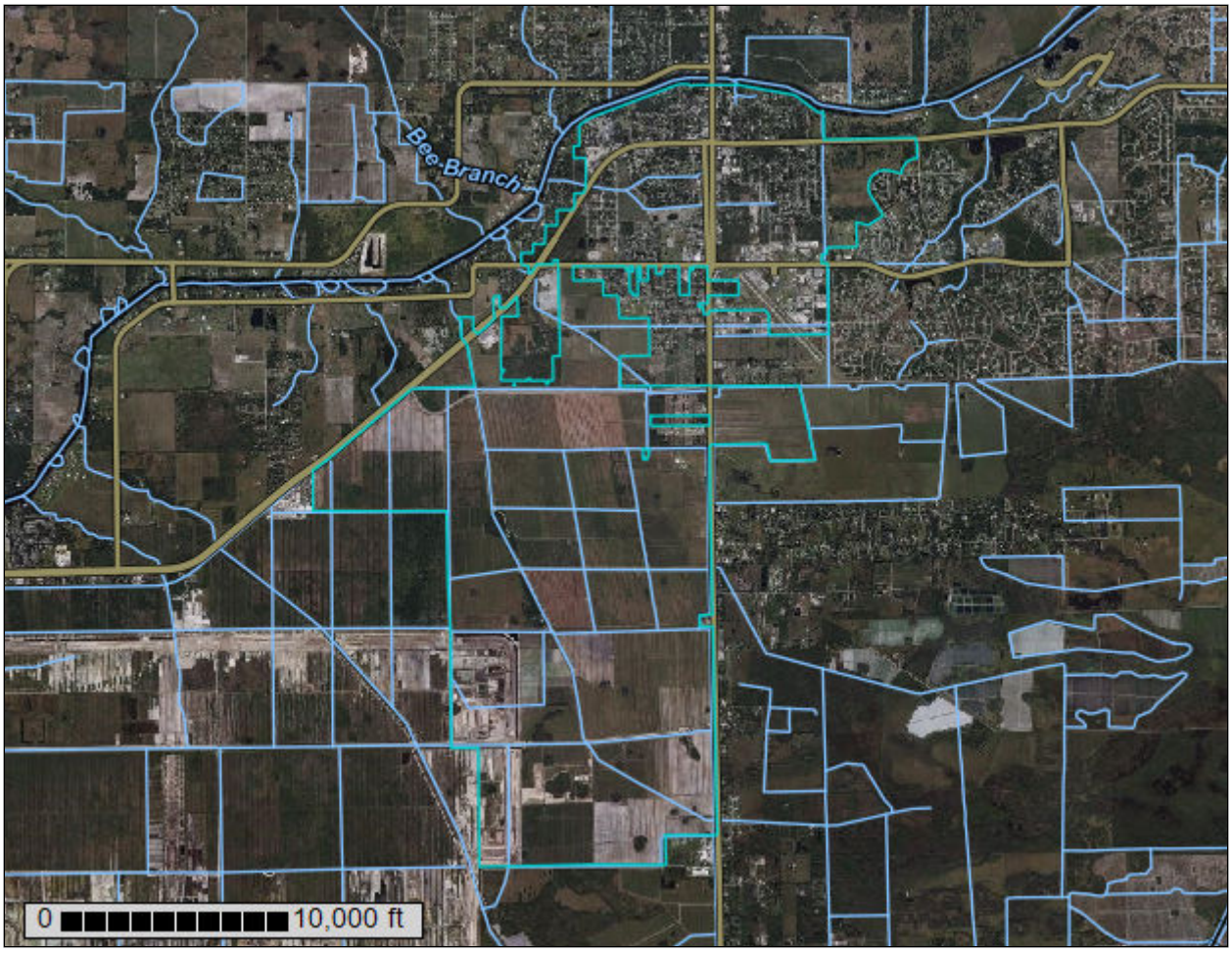
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Glades County, Florida, and Hendry County, Florida

LaBelle Advanced Wastewater Treatment Plant



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

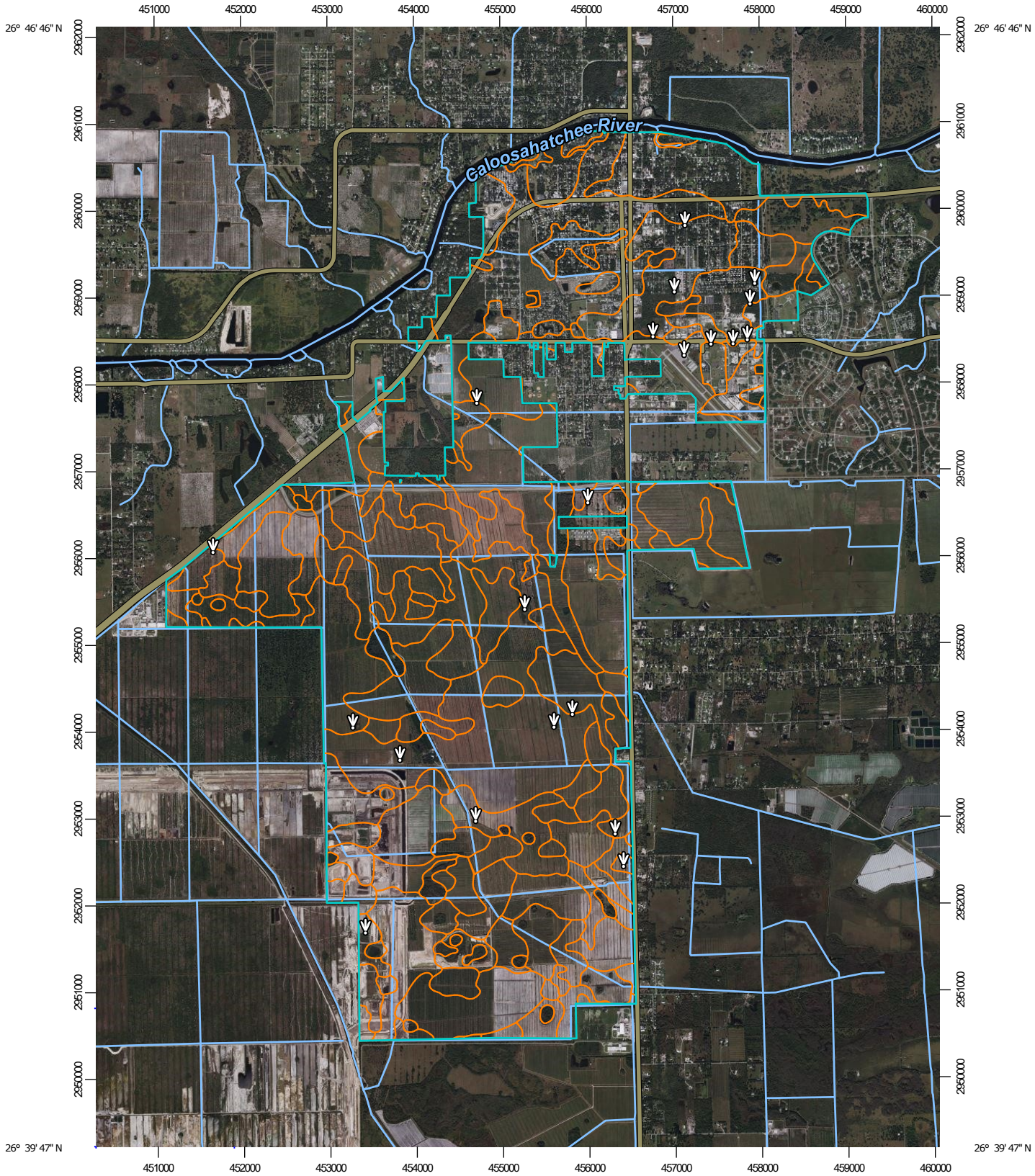
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Glades County, Florida
Survey Area Data: Version 22, Sep 6, 2023

Soil Survey Area: Hendry County, Florida
Survey Area Data: Version 23, Aug 28, 2023

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 23, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
35	Arents, very steep	0.1	0.0%
99	Water	0.2	0.0%
Subtotals for Soil Survey Area		**0.3**	**0.0%**
Totals for Area of Interest		**9,237.3**	**100.0%**

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Cypress Lake sand, 0 to 2 percent slopes	949.6	10.3%
2	Pineda sand, limestone substratum	501.3	5.4%
4	Oldsmar sand, 0 to 2 percent slopes	552.4	6.0%
6	Wabasso sand, 0 to 2 percent slopes	777.8	8.4%
7	Immokalee sand, 0 to 2 percent slopes	1,724.9	18.7%
8	Malabar sand, 0 to 2 percent slopes	355.8	3.9%
9	Riviera fine sand, 0 to 2 percent slopes	179.9	1.9%
10	Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes	1.9	0.0%
14	Wabasso sand, limestone substratum, 0 to 2 percent slopes	673.0	7.3%
15	Myakka sand, 0 to 2 percent slopes	39.9	0.4%
17	Basinger sand, 0 to 2 percent slopes	350.5	3.8%
18	Pompano sand, 0 to 2 percent slopes	298.8	3.2%
19	Gator muck, frequently ponded, 0 to 1 percent slopes	70.3	0.8%
20	Okeelanta muck	9.7	0.1%
21	Holopaw sand, 0 to 2 percent slopes	670.3	7.3%
22	Valkaria sand	97.0	1.0%
27	Riviera sand, limestone substratum	581.5	6.3%
28	Cypress Lake sand, frequently ponded, 0 to 1 percent slopes	79.9	0.9%
29	Oldsmar sand, limestone substratum	352.4	3.8%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
32	Riviera sand, frequently ponded, 0 to 1 percent slopes	68.7	0.7%
34	Chobee fine sandy loam, limestone substratum, depressional	46.8	0.5%
37	Tuscawilla fine sand, 0 to 2 percent slopes	44.2	0.5%
39	Udifluvents	10.4	0.1%
45	Pahokee muck, drained, 0 to 1 percent slopes	10.1	0.1%
47	Udorthents	115.1	1.2%
49	Aquents, organic substratum	16.8	0.2%
53	Adamsville fine sand, 0 to 2 percent slopes	150.2	1.6%
57	Chobee fine sandy loam, frequently ponded, 0 to 1 percent slopes	484.1	5.2%
62	Pineda sand, depressional	12.6	0.1%
99	Water	11.2	0.1%
Subtotals for Soil Survey Area		**9,237.0**	**100.0%**
Totals for Area of Interest		**9,237.3**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas

are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Glades County, Florida

35—Arents, very steep

Map Unit Setting

National map unit symbol: 1ksky
Elevation: 0 to 50 feet
Mean annual precipitation: 42 to 50 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Arents and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Arents

Setting

Landform: Rises on marine terraces
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Altered marine deposits

Typical profile

A - 0 to 2 inches: fine sand
C - 2 to 80 inches: variable

Properties and qualities

Slope: 45 to 60 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: A
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

99—Water

Map Unit Composition

Water: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified

Forage suitability group: Forage suitability group not assigned (G155XB999FL)

Other vegetative classification: Forage suitability group not assigned (G155XB999FL)

Hydric soil rating: Unranked

Hendry County, Florida

1—Cypress Lake sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2zlf0
Elevation: 0 to 100 feet
Mean annual precipitation: 45 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Cypress lake and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Cypress Lake

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits over limestone

Typical profile

Ap - 0 to 7 inches: sand
E - 7 to 28 inches: sand
Btg - 28 to 33 inches: fine sandy loam
2R - 33 to 43 inches: bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 13 to 58 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 6.00 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: No

Minor Components

Pineda
Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Riviera
Percent of map unit: 4 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL), Slough (R156BY011FL)
Hydric soil rating: Yes

Brynwood
Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Wabasso
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

2—Pineda sand, limestone substratum

Map Unit Setting

National map unit symbol: 17n44
Elevation: 0 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pineda, limestone substratum, and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pineda, Limestone Substratum

Setting

Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 10 inches: sand
E/Bw - 10 to 32 inches: sand
Btg - 32 to 50 inches: sandy clay loam
2R - 50 to 54 inches: unweathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 40 to 80 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: C/D
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks

Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Boca

Percent of map unit: 5 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F156AY010FL - Subtropical Pine Flatwoods and Palmetto Prairie of Big Cypress
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pineda

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Riviera

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Malabar

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

4—Oldsmar sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2sm4p
Elevation: 0 to 80 feet
Mean annual precipitation: 42 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Oldsmar and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Oldsmar

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 38 inches: sand
Bh - 38 to 50 inches: sand
Btg - 50 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Minor Components

Immokalee

Percent of map unit: 6 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Holopaw

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Basinger

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Cypress lake

Percent of map unit: 2 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Tequesta

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave

Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

6—Wabasso sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2svyr
Elevation: 0 to 70 feet
Mean annual precipitation: 46 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Wabasso and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wabasso

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 25 inches: sand
Bh - 25 to 30 inches: sand
Btg - 30 to 58 inches: sandy clay loam
Cg - 58 to 80 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 9 to 50 inches to strongly contrasting textural stratification
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Brynwood

Percent of map unit: 6 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Cypress lake

Percent of map unit: 5 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Pineda

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

7—Immokalee sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2s3ll
Elevation: 0 to 150 feet
Mean annual precipitation: 42 to 57 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Immokalee and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Immokalee

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 9 inches: sand
E - 9 to 36 inches: sand
Bh - 36 to 55 inches: sand
C - 55 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: B/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Valkaria

Percent of map unit: 5 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pomello

Percent of map unit: 3 percent
Landform: Ridges on marine terraces, knolls on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Interfluve, side slope, riser
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY150FL - Sandy Upland Mesic Flatwoods and Hammocks on Rises and Knolls
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G155XB131FL), Sand Pine Scrub (R155XY001FL)
Hydric soil rating: No

Satellite

Percent of map unit: 2 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY150FL - Sandy Upland Mesic Flatwoods and Hammocks on Rises and Knolls
Other vegetative classification: Sand Pine Scrub (R155XY001FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

Felda

Percent of map unit: 1 percent

Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

8—Malabar sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2sm5k
Elevation: 0 to 40 feet
Mean annual precipitation: 46 to 57 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Malabar and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Malabar

Setting

Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 15 inches: sand
Bw - 15 to 35 inches: sand
E' - 35 to 45 inches: sand
Btg - 45 to 65 inches: sandy loam
Cg - 65 to 80 inches: loamy sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None

Frequency of ponding: None
Calcium carbonate, maximum content: 4 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Holopaw

Percent of map unit: 5 percent
Landform: Flatwoods on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear, convex
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Basinger

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear, convex
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear, convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Cypress lake

Percent of map unit: 3 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip

Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

9—Riviera fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tzw2
Elevation: 0 to 80 feet
Mean annual precipitation: 44 to 59 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Riviera and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Riviera

Setting

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 28 inches: fine sand
Bt/E - 28 to 32 inches: fine sandy loam
Btg - 32 to 42 inches: sandy clay loam
C - 42 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Wabasso

Percent of map unit: 8 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pinellas

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Cabbage Palm Flatwoods (R155XY005FL)
Hydric soil rating: No

Brynwood

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Floridana

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

10—Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2svyp
Elevation: 0 to 100 feet
Mean annual precipitation: 42 to 63 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pineda and similar soils: 45 percent
Pineda, wet, and similar soils: 40 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pineda

Setting

Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 1 inches: fine sand
E - 1 to 5 inches: fine sand
Bw - 5 to 36 inches: fine sand
Btg/E - 36 to 54 inches: fine sandy loam
Cg - 54 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: No

Description of Pineda, Wet

Setting

Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 1 inches: fine sand
E - 1 to 5 inches: fine sand
Bw - 5 to 36 inches: fine sand
Btg/E - 36 to 54 inches: fine sandy loam
Cg - 54 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: A/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Minor Components

Felda
Percent of map unit: 6 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Wabasso
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Valkaria
Percent of map unit: 2 percent
Landform: Drainageways on flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Cypress lake
Percent of map unit: 2 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

14—Wabasso sand, limestone substratum, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tzws
Elevation: 0 to 50 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Wabasso, limestone substratum, and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wabasso, Limestone Substratum

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits over limestone

Typical profile

A - 0 to 6 inches: sand
E - 6 to 25 inches: sand
Bh - 25 to 35 inches: sand
Btg - 35 to 45 inches: sandy clay loam
2R - 45 to 55 inches: bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 13 to 54 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Cypress lake

Percent of map unit: 6 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Gentry

Percent of map unit: 3 percent
Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

15—Myakka sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2twt9
Elevation: 10 to 130 feet
Mean annual precipitation: 43 to 62 inches
Mean annual air temperature: 64 to 77 degrees F
Frost-free period: 280 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Myakka and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Myakka

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 20 inches: sand
Bh - 20 to 36 inches: sand
C - 36 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Basinger

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear, convex
Across-slope shape: Concave, linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Valkaria

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 5 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

17—Basinger sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2vbpc
Elevation: 0 to 50 feet
Mean annual precipitation: 42 to 62 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Basinger and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Basinger

Setting

Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, concave
Across-slope shape: Linear, concave
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 25 inches: sand
Bh - 25 to 50 inches: sand
C - 50 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Minor Components

Holopaw

Percent of map unit: 6 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Convex, concave, linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

Malabar

Percent of map unit: 5 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Pompano

Percent of map unit: 3 percent
Landform: Drainageways on flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Anclote

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, convex
Across-slope shape: Concave, linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

18—Pompano sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tzw4
Elevation: 0 to 40 feet
Mean annual precipitation: 44 to 58 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Pompano and similar soils: 82 percent
Minor components: 18 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pompano

Setting

Landform: Drainageways on flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
C - 6 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 2.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Myakka
Percent of map unit: 8 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Brynwood
Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Holopaw
Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Convex, concave, linear
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Samsula
Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

19—Gator muck, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzwz
Elevation: 0 to 100 feet
Mean annual precipitation: 42 to 56 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Gator and similar soils: 83 percent
Minor components: 17 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Gator

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Herbaceous organic material over sandy and loamy marine deposits

Typical profile

Oa - 0 to 18 inches: muck
Cg1 - 18 to 36 inches: sandy clay loam
Cg2 - 36 to 55 inches: fine sandy loam
Cg3 - 55 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 13.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C/D

Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Terra ceia

Percent of map unit: 5 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, convex
Across-slope shape: Concave, linear
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Chobee

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Tequesta

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

Felda

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)

Hydric soil rating: Yes

Pompano

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

20—Okeelanta muck

Map Unit Setting

National map unit symbol: 17n4l
Elevation: 0 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Okeelanta, undrained, and similar soils: 50 percent
Okeelanta, drained, and similar soils: 37 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Okeelanta, Undrained

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Herbaceous organic material over sandy marine deposits

Typical profile

Oa - 0 to 48 inches: muck
C - 48 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None

Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 20.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A/D
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Description of Okeelanta, Drained

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Herbaceous organic material over sandy marine deposits

Typical profile

Oa - 0 to 48 inches: muck
C - 48 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 20.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Organic soils in depressions and on flood plains (G155XB645FL)
Hydric soil rating: Yes

Minor Components

Basinger

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Delray

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Pahokee, drained

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Terra ceia

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave

Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Holopaw, depressional

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Winder, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Linear, concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

21—Holopaw sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2x9g9
Elevation: 0 to 190 feet
Mean annual precipitation: 46 to 57 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Holopaw and similar soils: 84 percent
Minor components: 16 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Holopaw

Setting

Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Linear, concave
Across-slope shape: Concave, linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
Eg - 5 to 48 inches: sand
Btg - 48 to 65 inches: sandy clay loam
BCkg - 65 to 80 inches: sandy loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr)
Depth to water table: About 3 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 4 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Other vegetative classification: Slough (R155XY011FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

Minor Components

Basinger

Percent of map unit: 6 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Concave
Across-slope shape: Linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Riviera

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces, flats on marine terraces, flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G156BC241FL), Slough (R156BY011FL)
Hydric soil rating: Yes

Oldsmar

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Talf, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Cypress lake

Percent of map unit: 2 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Gentry

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Hydric soil rating: Yes

22—Valkaria sand

Map Unit Setting

National map unit symbol: 17n4n
Elevation: 10 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Valkaria and similar soils: 82 percent
Minor components: 18 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Valkaria

Setting

Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy marine deposits

Typical profile

A - 0 to 10 inches: sand
E - 10 to 15 inches: sand
Bw - 15 to 45 inches: sand
C - 45 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 0 to 10 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Pompano
Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Pineda
Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Malabar
Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Immokalee
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Myakka
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf

Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Basinger

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

27—Riviera sand, limestone substratum

Map Unit Setting

National map unit symbol: 17n4s
Elevation: 0 to 60 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Riviera, limestone substratum, and similar soils: 83 percent
Minor components: 17 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Riviera, Limestone Substratum

Setting

Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 35 inches: sand
Btg - 35 to 50 inches: sandy loam
2R - 50 to 54 inches: unweathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 50 to 80 inches to lithic bedrock

Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High to very high (2.00 to 20.00 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Minor Components

Boca

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F156AY010FL - Subtropical Pine Flatwoods and Palmetto Prairie of Big Cypress
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Gentry

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave

Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Pineda, limestone substratum

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear, concave
Across-slope shape: Concave, linear
Ecological site: F155XY140FL - Loamy and Clayey Hardwood Hammocks
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Holopaw, limestone substratum

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Wabasso, limestone substratum

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

28—Cypress Lake sand, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2zlf1
Elevation: 0 to 280 feet
Mean annual precipitation: 45 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 55 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Cypress lake and similar soils: 77 percent
Minor components: 23 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Cypress Lake

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Parent material: Sandy and loamy marine deposits over limestone

Typical profile

Ap - 0 to 7 inches: sand
E - 7 to 28 inches: sand
Btg - 28 to 33 inches: fine sandy loam
2R - 33 to 43 inches: bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 13 to 58 inches to lithic bedrock
Drainage class: Very poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 6.00 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D

Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Minor Components

Pineda

Percent of map unit: 3 percent
Landform: Drainageways on marine terraces, flats on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Malabar

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear
Across-slope shape: Concave, linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Holopaw

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Convex, concave
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Organic soils in depressions and on flood plains (G155XB645FL)
Hydric soil rating: Yes

Basinger

Percent of map unit: 3 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, concave
Across-slope shape: Linear, concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Okeelanta

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces, flatwoods on drainageways
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Riviera

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Hydric soil rating: Yes

29—Oldsmar sand, limestone substratum

Map Unit Setting

National map unit symbol: 17n4v
Elevation: 0 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Oldsmar, limetone substratum, and similar soils: 87 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Oldsmar, Limetone Substratum

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E - 5 to 37 inches: sand
Bh - 37 to 63 inches: sand
Btg - 63 to 73 inches: sandy clay loam
2R - 73 to 77 inches: unweathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 60 to 73 inches to lithic bedrock
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Minor Components

Hallandale
Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F156AY030FL - Subtropical Moist Hammocks of Big Cypress
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Pineda, limestone substratum
Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Malabar
Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Immokalee
Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Holopaw, limestone substratum
Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear

Across-slope shape: Concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Riviera, limestone substratum

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

32—Riviera sand, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzwm
Elevation: 0 to 70 feet
Mean annual precipitation: 46 to 58 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Riviera and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Riviera

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 0 inches: sand
E - 0 to 22 inches: sand
Btg/E - 22 to 31 inches: sandy loam
Btg1 - 31 to 42 inches: sandy loam
Btg2 - 42 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches

Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 4 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Chobee

Percent of map unit: 5 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Wabasso

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Malabar

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear

Across-slope shape: Concave, linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Brynwood

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

34—Chobee fine sandy loam, limestone substratum, depressional

Map Unit Setting

National map unit symbol: 17n4y
Elevation: 0 to 80 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Chobee, depressional, limestone subst., and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Chobee, Depressional, Limestone Subst.

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy alluvium

Typical profile

A - 0 to 15 inches: fine sandy loam
Btg - 15 to 50 inches: sandy clay loam
2R - 50 to 54 inches: unweathered bedrock

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 40 to 79 inches to lithic bedrock
Drainage class: Very poorly drained
Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 7.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Forage suitability group: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Jupiter

Percent of map unit: 4 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Cabbage Palm Flatwoods (R155XY005FL)
Hydric soil rating: Yes

Gentry

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave

Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Winder, depressional

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Linear, concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Dania

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Organic soils in depressions and on flood plains (G155XB645FL)
Hydric soil rating: Yes

37—Tuscawilla fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 30dg1
Elevation: 20 to 110 feet
Mean annual precipitation: 46 to 61 inches
Mean annual air temperature: 66 to 77 degrees F
Frost-free period: 335 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Tuscawilla and similar soils: 84 percent
Minor components: 16 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Tuscawilla

Setting

Landform: Rises on flats on marine terraces

Landform position (three-dimensional): Tread, talf, rise
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 3 inches: fine sand
Eg - 3 to 10 inches: fine sand
Btg - 10 to 13 inches: fine sandy loam
Btkg - 13 to 40 inches: fine sandy loam
Ckg - 40 to 68 inches: fine sand
2Ckg - 68 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: Occasional
Calcium carbonate, maximum content: 20 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: B/D
Ecological site: F155XY140FL - Loamy and Clayey Hardwood Hammocks
Forage suitability group: Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL)
Other vegetative classification: Wetland Hardwood Hammock (R155XY012FL), Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL)
Hydric soil rating: Yes

Minor Components

Wabasso

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Chobee, flooded

Percent of map unit: 4 percent
Landform: Flood plains on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear

Across-slope shape: Linear
Ecological site: R155XY050FL - Loamy and Clayey Freshwater Floodplain Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G156BC345FL)
Hydric soil rating: Yes

Tequesta

Percent of map unit: 4 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

Cypress lake

Percent of map unit: 2 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL)
Hydric soil rating: Yes

Jupiter

Percent of map unit: 2 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Cabbage Palm Flatwoods (R155XY005FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

39—Udifluvents

Map Unit Setting

National map unit symbol: 17n50
Elevation: 0 to 30 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days

Farmland classification: Not prime farmland

Map Unit Composition

Udifluvents and similar soils: 92 percent
Minor components: 8 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Udifluvents

Setting

Landform: Flood plains on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Runoff class: Negligible
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

Minor Components

Riviera

Percent of map unit: 4 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Immokalee

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

45—Pahokee muck, drained, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2rfsb
Elevation: 0 to 60 feet
Mean annual precipitation: 42 to 55 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 355 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Pahokee, drained, and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pahokee, Drained

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave, linear
Across-slope shape: Linear
Parent material: Herbaceous organic material over limestone

Typical profile

Oa - 0 to 40 inches: muck
2R - 40 to 50 inches: bedrock

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: 36 to 51 inches to lithic bedrock
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (1.98 to 19.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 16.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)

Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Cypress lake
Percent of map unit: 6 percent
Landform: Flats on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, talf, dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Ecological site: F155XY130FL - Sandy over Loamy Flatwoods and Hammocks
Other vegetative classification: Sandy over loamy soils on flats of hydric or mesic lowlands (G155XB241FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: Yes

Dania, drained
Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156AY010FL)
Hydric soil rating: Yes

Lauderhill, drained
Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL)
Hydric soil rating: Yes

47—Udorthents

Map Unit Setting
National map unit symbol: 17n54
Elevation: 0 to 20 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Udorthents and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Udorthents

Setting

Landform: Marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Altered marine deposits

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

Minor Components

Aquents

Percent of map unit: 10 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

49—Aquents, organic substratum

Map Unit Setting

National map unit symbol: 17n55
Elevation: 0 to 100 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days

Farmland classification: Not prime farmland

Map Unit Composition

Aquents and similar soils: 92 percent
Minor components: 8 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Aquents

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy marine deposits over organic material over sandy marine deposits

Typical profile

A - 0 to 8 inches: fine sand
E - 8 to 35 inches: loamy sand
Oa - 35 to 42 inches: muck
C - 42 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Hydrologic Soil Group: A
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: No

Minor Components

Basinger

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear, concave
Across-slope shape: Concave, linear
Other vegetative classification: Loamy and clayey soils on flats of hydric or mesic lowlands (G155XB341FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Pompano

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Chobee, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Okeelanta, drained

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Riviera, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave

Across-slope shape: Concave
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

53—Adamsville fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2x9c0
Elevation: 0 to 130 feet
Mean annual precipitation: 42 to 57 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 345 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Adamsville and similar soils: 87 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Adamsville

Setting

Landform: Rises on marine terraces, knolls on marine terraces
Landform position (three-dimensional): Tread, rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand
C - 7 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 18 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 2.0
Available water supply, 0 to 60 inches: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w

Hydrologic Soil Group: A
Ecological site: F155XY150FL - Sandy Upland Mesic Flatwoods and Hammocks on Rises and Knolls
Forage suitability group: Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Other vegetative classification: Upland Hardwood Hammock (R155XY008FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)
Hydric soil rating: No

Minor Components

Zolfo

Percent of map unit: 4 percent
Landform: Rises on marine terraces, flatwoods on marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread, rise
Down-slope shape: Convex, linear
Across-slope shape: Linear
Ecological site: F155XY150FL - Sandy Upland Mesic Flatwoods and Hammocks on Rises and Knolls
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G155XB131FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Tavares

Percent of map unit: 4 percent
Landform: Knolls on marine terraces, flats on marine terraces, ridges on marine terraces, hills on marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve, side slope, tread, rise
Down-slope shape: Linear, convex
Across-slope shape: Convex, linear
Ecological site: R155XY180FL - Sandy Scrub on Rises, Ridges, and Knolls of Mesic Uplands
Other vegetative classification: Longleaf Pine-Turkey Oak Hills (R155XY002FL), Sand Pine Scrub (R155XY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)
Hydric soil rating: No

Myakka

Percent of map unit: 3 percent
Landform: Drainageways on flatwoods on marine terraces
Landform position (three-dimensional): Tread, dip, talf
Down-slope shape: Linear
Across-slope shape: Linear, concave
Ecological site: F155XY120FL - Sandy Flatwoods and Hammocks
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), South Florida Flatwoods (R155XY003FL)
Hydric soil rating: No

Pompano

Percent of map unit: 2 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear
Across-slope shape: Linear, concave

Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

57—Chobee fine sandy loam, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzvw
Elevation: 10 to 70 feet
Mean annual precipitation: 45 to 55 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Chobee and similar soils: 88 percent
Minor components: 12 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Chobee

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Loamy marine deposits

Typical profile

A - 0 to 9 inches: fine sandy loam
Btg1 - 9 to 13 inches: fine sandy loam
Btg2 - 13 to 68 inches: sandy clay loam
Cg - 68 to 80 inches: fine sandy loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 14 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: High (about 10.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Forage suitability group: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Hydric soil rating: Yes

Minor Components

Tequesta

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G156AC645FL), Freshwater Marshes and Ponds (R156BY010FL)
Hydric soil rating: Yes

Winder

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear, convex
Across-slope shape: Linear, concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL)
Hydric soil rating: Yes

Placid

Percent of map unit: 3 percent
Landform: Depressions on marine terraces, drainageways on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Gator

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

62—Pineda sand, depressional

Map Unit Setting

National map unit symbol: 17n5h
Elevation: 10 to 80 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 358 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Pineda, depressional, and similar soils: 87 percent
Minor components: 13 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pineda, Depressional

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Sandy and loamy marine deposits

Typical profile

A - 0 to 5 inches: sand
E/Bw - 5 to 24 inches: sand
Btg - 24 to 42 inches: sandy loam
Cg - 42 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: C/D
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps
Forage suitability group: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Minor Components

Gator

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Chobee, depressional

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY090FL - Loamy and Clayey Freshwater Isolated Marshes and Swamps
Other vegetative classification: Loamy and clayey soils on stream terraces, flood plains, or in depressions (G155XB345FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Holopaw, depressional

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Malabar, depressional

Percent of map unit: 2 percent

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in depressions (G155XB145FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Boca, depressional

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: F156AY050FL - Subtropical Freshwater Cypress Swamps of Big Cypress
Other vegetative classification: Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Valkaria

Percent of map unit: 1 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R155XY070FL - Sandy Freshwater Isolated Marshes and Swamps
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G155XB141FL), Slough (R155XY011FL)
Hydric soil rating: Yes

Okeelanta, drained

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY100FL - Organic Freshwater Isolated Marshes and Swamps
Other vegetative classification: Organic soils in depressions and on flood plains (G155XB645FL), Freshwater Marshes and Ponds (R155XY010FL)
Hydric soil rating: Yes

Riviera, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R155XY080FL - Sandy over Loamy Freshwater Isolated Marshes and Swamps

Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Sandy over loamy soils on stream terraces, flood plains, or in depressions (G155XB245FL)
Hydric soil rating: Yes

99—Water

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned (G155XB999FL)
Hydric soil rating: Unranked

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APPENDIX B: SOURCE WATER PROTECTION REPORT

SWAPP Quick Links

- Home (/swapp/)
- Search By County (https://prodapps.dep.state.fl.us/swapp/Welcome/links/search_county_v)
- Search by PWS Name or Number (https://prodapps.dep.state.fl.us/swapp/Welcome/links/search_pws_v)
- How to Help? (https://prodapps.dep.state.fl.us/swapp/Welcome/links/help_v)

Definitions

- Aquifers (https://prodapps.dep.state.fl.us/swapp/Welcome/links/aquifers_v)
- Public Water Systems (https://prodapps.dep.state.fl.us/swapp/Welcome/links/public_water_systems_v)
- Assessment (https://prodapps.dep.state.fl.us/swapp/Welcome/links/assessment_v)
- Potential Contaminants (https://prodapps.dep.state.fl.us/swapp/Welcome/links/potential_contaminants_v)
- Susceptibility (https://prodapps.dep.state.fl.us/swapp/Welcome/links/susceptibility_v)
- Prevention (https://prodapps.dep.state.fl.us/swapp/Welcome/links/prevention_v)

Contact Us

- Email (mailto:Marian.Fugitt@floridadep.gov?subject=SWAPP Question)
- Mailing Address (https://prodapps.dep.state.fl.us/swapp/Welcome/links/contact_v)

EPA Source Water Protection Website

(https://www.epa.gov/sourcewaterprotection)

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Source Water Assessment & Protection Program

Results For: 2023

LABELLE, CITY OF
2500 SR-29 S
LABELLE, FL 33935

Public Water System ID: 5260050
County Name: HENDRY
DEP Regulatory Office: DEP South District
2295 Victoria Ave, Suite 364
Fort Myers, FL 33901
239-344-5600
Public Water System Type: COMMUNITY
Public Water System Source: GROUND, PURCHASED
Primary Use: MUNICIPAL/CITY
Population Served: 5950
Size of Assessment Area:

GROUND: For this community system, a 5-year ground water travel time around each well was used to define the assessment area. The 5-year ground water travel time is defined by the area from which water will drain to a well pumping at the average daily permitted rate for a five year period of time.

Number of Wells: 2

Well ID	Owner ID	FLUWID	Status	Well Depth (ft)	Aquifer
63003	UFA - 2	AAO4474 (//floridadep.gov/water/source-drinking-water/content/florida-unique-well-identification-program)	ACTIVE	697	Floridan Aquifer
63004	UFA 3	AAO4473 (//floridadep.gov/water/source-drinking-water/content/florida-unique-well-identification-program)	ACTIVE	632	Floridan Aquifer

This system purchases water only during emergencies from:

PORT LABELLE (/swapp/Welcome/detailsByPwsNumber/5260226)

Results:

GROUND WATER:

Number of Unique Potential Contaminant Sources: 2*

*Note: This number represents the total of **unique** potential contaminant sources at this system which commonly is a subset of all of the records (rows) shown in the table below. When these unique potential contaminant sources affect more than one well at this system, they will appear more than once in the following table. Map Direct is a visual tool that can be accessed at Map Direct: Source Water Assessment and Protection (SWAPP) Map (state.fl.us) (https://ca.dep.state.fl.us/mapdirect/?webmap=3733594f71034be2a1b3a84e1e17a221) for more details.

Facility Type	Facility Class	Status	Name	Affected Well	Susceptibility Score	Concern Level
PETROLEUM STORAGE TANK (/swapp/Welcome/links/potential_contaminants_v)	LOCAL GOVERNMENT	OPEN	LA BELLE CITY WELL #2	63003	2.77 (/swapp/Welcome/links/susceptibility_v)	LOW (/swapp/Welcome/links/susceptibility_v)
PETROLEUM STORAGE TANK (/swapp/Welcome/links/potential_contaminants_v)	LOCAL GOVERNMENT	OPEN	LA BELLE CITY WELL#3	63003	2.77 (/swapp/Welcome/links/susceptibility_v)	LOW (/swapp/Welcome/links/susceptibility_v)
PETROLEUM STORAGE TANK (/swapp/Welcome/links/potential_contaminants_v)	LOCAL GOVERNMENT	OPEN	LA BELLE CITY WELL #2	63004	2.77 (/swapp/Welcome/links/susceptibility_v)	LOW (/swapp/Welcome/links/susceptibility_v)

APPENDIX C: UNITED STATES FISH AND WILDLIFE CLEARANCE LETTER & OFFICIAL SPECIES LIST

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Florida Ecological Services Field Office
777 37th St
Suite D-101
Vero Beach, FL 32960-3559
Phone: (352) 448-9151 Fax: (772) 562-4288
Email Address: fw4flesregs@fws.gov
https://www.fws.gov/office/florida-ecological-services

In Reply Refer To: 07/22/2024 23:11:59 UTC
Project Code: 2024-0119853
Project Name: City of LaBelle Advanced Wastewater Treatment Project

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. **Please include your Project Code, listed at the top of this letter, in all subsequent correspondence regarding this project.** Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered

species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Marine Mammals
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Florida Ecological Services Field Office
777 37th St
Suite D-101
Vero Beach, FL 32960-3559
(352) 448-9151

PROJECT SUMMARY

Project Code: 2024-0119853
Project Name: City of LaBelle Advanced Wastewater Treatment Project
Project Type: Wastewater Facility - New Construction
Project Description: Construction of a new Advanced Wastewater Treatment Plant, lift station upgrades, forcemain upgrades, and sewer system rehabilitation.
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@26.71992735,-81.46458275048573,14z

Counties: Hendry County, Florida

ENDANGERED SPECIES ACT SPECIES

There is a total of 12 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Florida Bonneted Bat *Eumops floridanus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8630	Endangered
Florida Panther *Puma (=Felis) concolor coryi* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1763 General project design guidelines: https://ipac.ecosphere.fws.gov/project/Z73M3FMV7BGVTAYMWGU7FKNQVQ/documents/generated/7123.pdf	Endangered
Puma (=mountain Lion) *Puma (=Felis) concolor (all subsp. except coryi)* Population: FL No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6049	Similarity of Appearance (Threatened)
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered
West Indian Manatee *Trichechus manatus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. ***This species is also protected by the Marine Mammal Protection Act, and may have additional consultation requirements.*** Species profile: https://ecos.fws.gov/ecp/species/4469 General project design guidelines: https://ipac.ecosphere.fws.gov/project/Z73M3FMV7BGVTAYMWGU7FKNQVQ/documents/generated/7281.pdf	Threatened

BIRDS

NAME	STATUS
Crested Caracara (audubon""s) [fl Dps] *Caracara plancus audubonii* Population: FL DPS No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8250	Threatened
Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade Snail Kite *Rostrhamus sociabilis plumbeus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/7713	Endangered
Florida Scrub-jay *Aphelocoma coerulescens* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6174	Threatened

REPTILES

NAME	STATUS
American Alligator *Alligator mississippiensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/776	Similarity of Appearance (Threatened)
Eastern Indigo Snake *Drymarchon couperi* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/646	Threatened

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.

3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to Bald Eagle Nesting and Sensitivity to Human Activity

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

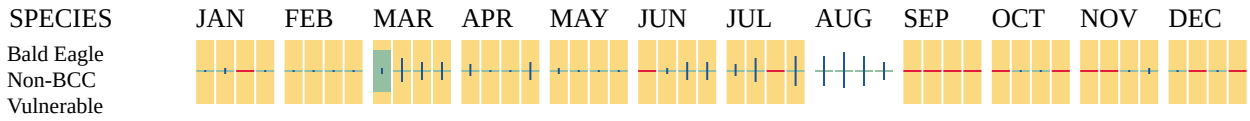
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort – no data



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

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1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Kestrel *Falco sparverius paulus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31

NAME	BREEDING SEASON
Bachman's Sparrow *Peucaea aestivalis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177	Breeds May 1 to Sep 30
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Great Blue Heron *Ardea herodias occidentalis* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/10590	Breeds Jan 1 to Dec 31
Painted Bunting *Passerina ciris* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9511	Breeds Apr 25 to Aug 15
Prairie Warbler *Setophaga discolor* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9513	Breeds May 1 to Jul 31
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Swallow-tailed Kite *Elanoides forficatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

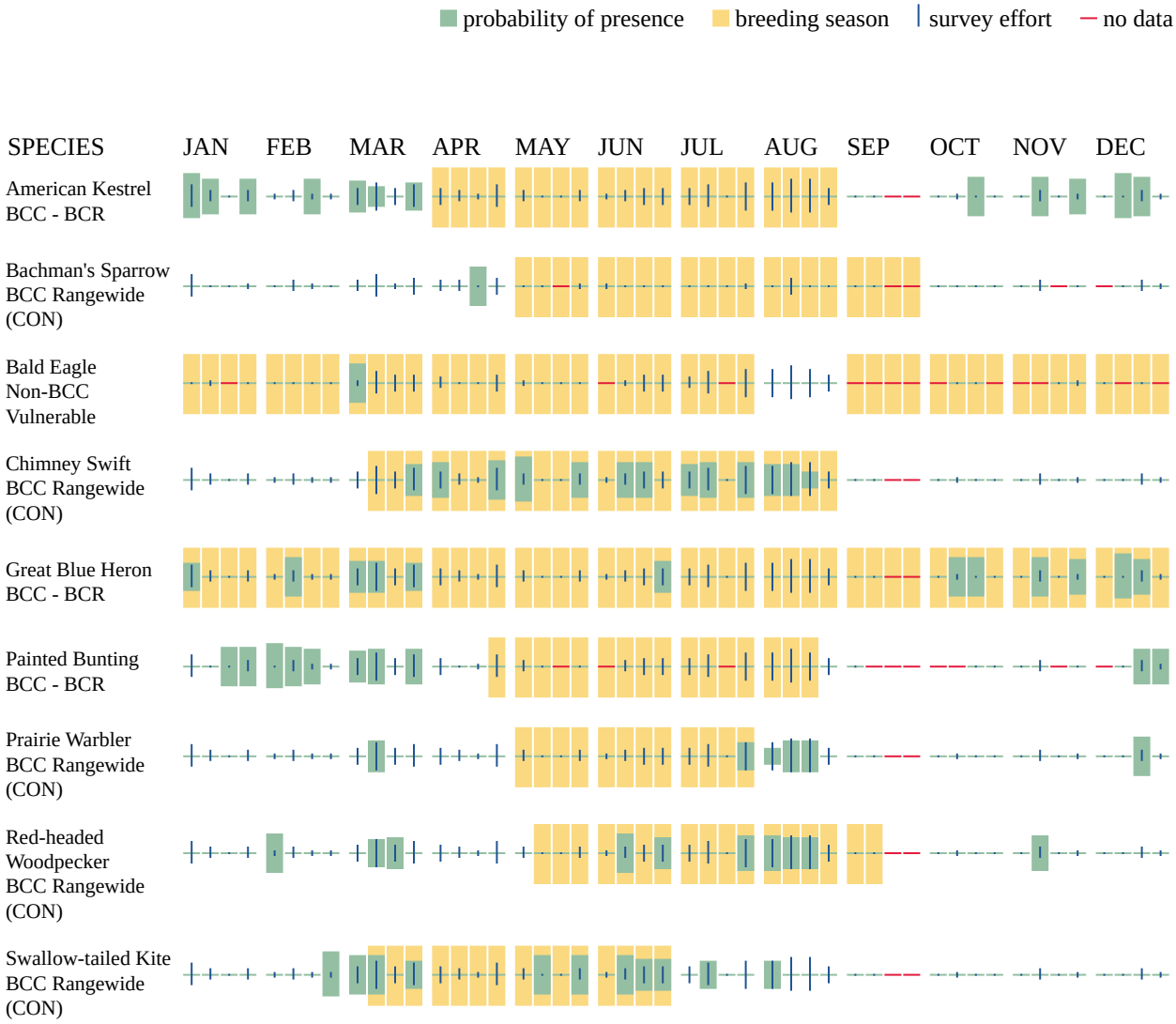
Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MARINE MAMMALS

Marine mammals are protected under the Marine Mammal Protection Act. Some are also protected under the Endangered Species Act[1] and the Convention on International Trade in Endangered Species of Wild Fauna and Flora[2].

The responsibilities for the protection, conservation, and management of marine mammals are shared by the U.S. Fish and Wildlife Service [responsible for otters, walruses, polar bears, manatees, and dugongs] and NOAA Fisheries[3] [responsible for seals, sea lions, whales, dolphins, and porpoises]. Marine mammals under the responsibility of NOAA Fisheries are **not** shown on this list; for additional information on those species please visit the Marine Mammals page of the NOAA Fisheries website.

The Marine Mammal Protection Act prohibits the take of marine mammals and further coordination may be necessary for project evaluation. Please contact the U.S. Fish and Wildlife Service Field Office shown.

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1. The Endangered Species Act (ESA) of 1973.
2. The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) is a treaty to ensure that international trade in plants and animals does not threaten their survival in the wild.
3. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

NAME

West Indian Manatee *Trichechus manatus*
Species profile: https://ecos.fws.gov/ecp/species/4469

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER EMERGENT WETLAND

- PEM1Cx
- PEM1Fx
- PEM1Cd
- PEM1Ax

RIVERINE

- R5UBH
- R2UBH
- R2ABHx
- R4SBC
- R2UBHx
- R5UBFx

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1Cd
- PFO2Ad
- PFO2Fd
- PFO1/3Cd
- PSS1/3Cd
- PFO2Cd
- PFO1Fd
- PFO4Cd
- PSS1Fx
- PFO2/1Fd

FRESHWATER POND

- PAB4Fx
- PAB4Fd
- PUBHx

- PAB4Hx
- PUBKx

IPAC USER CONTACT INFORMATION

Agency: LaBelle city
Name: Morgan French
Address: 1496 Highway 90
City: Chipley
State: FL
Zip: 32428
Email mfrench@woodardcurran.com
Phone: 8507033000

You have indicated that your project falls under or receives funding through the following special project authorities:

- BIPARTISAN INFRASTRUCTURE LAW (BIL) (OTHER)

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Florida Ecological Services Field Office
777 37th St
Suite D-101
Vero Beach, FL 32960-3559
Phone: (352) 448-9151 Fax: (772) 562-4288
Email Address: fw4flesregs@fws.gov
https://www.fws.gov/office/florida-ecological-services

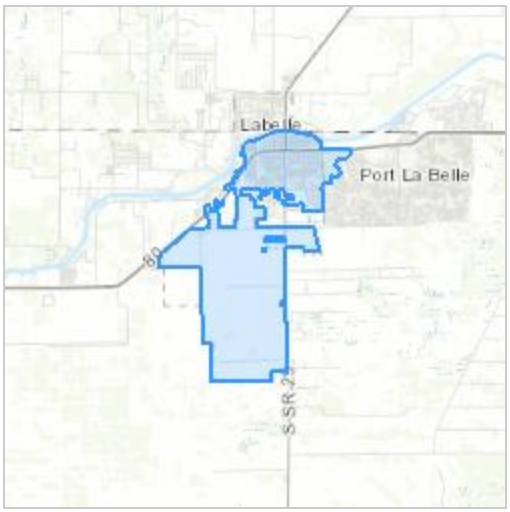
In Reply Refer To: 07/22/2024 23:15:19 UTC
Project code: 2024-0119853
Project Name: City of LaBelle Advanced Wastewater Treatment Project
Please provide this document to the Federal agency or their designee with your loan/grant application.

Subject: Consistency letter for the project named 'City of LaBelle Advanced Wastewater Treatment Project' for specified threatened and endangered species that may occur in your proposed project location, pursuant to the IPaC determination key titled 'Clearance to Proceed with Federally-Insured Loan and Grant Project Requests'.

To whom it may concern:

On July 22, 2024, Morgan French used the IPaC determination key 'Clearance to Proceed with Federally-Insured Loan and Grant Project Requests'; dated May 07, 2024, in the U.S. Fish and Wildlife Service's online IPaC tool to evaluate potential impacts to listed species from a project named 'City of LaBelle Advanced Wastewater Treatment Project' in Hendry County, Florida (shown below):

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@26.71992735,-81.46458275048573,14z



The following description was provided for the project 'City of LaBelle Advanced Wastewater Treatment Project':

> Construction of a new Advanced Wastewater Treatment Plant, lift station upgrades, forcemain upgrades, and sewer system rehabilitation.

Based on your answers provided, the proposed project is unlikely to have any detrimental effects to federally-listed species or critical habitat. Therefore, per this guidance, Morgan French has determined that City of LaBelle Advanced Wastewater Treatment Project will have No Effect on the species listed below.

This letter serves as documentation of your consideration of endangered species, bald eagles, and migratory birds. No further coordination with the Service is necessary.

Please be advised that, if later modifications are made to the project that do not meet the criteria described above, if additional information involving potential effects to listed species becomes available, or if a new species is listed, reinitiation of consultation may be necessary.

BIRDS

- Crested Caracara (audubon""s) [fl Dps] *Caracara plancus audubonii* Threatened
- Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* Threatened
- Everglade Snail Kite *Rostrhamus sociabilis plumbeus* Endangered
- Florida Scrub-jay *Aphelocoma coerulescens* Threatened

INSECTS

- Monarch Butterfly *Danaus plexippus* Candidate

MAMMALS

- Florida Bonneted Bat *Eumops floridanus* Endangered
- Florida Panther *Puma (=Felis) concolor coryi* Endangered
- Puma (=mountain Lion) *Puma (=Felis) concolor (all subsp. except coryi)* Similarity of Appearance (Threatened)

- Tricolored Bat *Perimyotis subflavus* Proposed Endangered
- West Indian Manatee *Trichechus manatus* Threatened

REPTILES

- American Alligator *Alligator mississippiensis* Similarity of Appearance (Threatened)
- Eastern Indigo Snake *Drymarchon couperi* Threatened

ADDITIONAL CONSIDERATIONS FOR NON-FEDERALLY LISTED SPECIES

- **Bald Eagle Nest Issues.** If any of the above-referenced activities (rehabilitation, demolition, or rebuilding) are proposed to occur **within 660 feet** of an active or alternate bald eagle (*Haliaeetus leucocephalus*) nest during the nesting season (October 1 through May 15), we recommend the applicant or their designated agent coordinate with the agency responsible for managing wildlife in their state. For additional information, please visit the Service's regional web page: https://www.fws.gov/service/3-200-71-eagle-take-associated-not-purpose-activity-incidental-take.
- **Migratory Bird Issues.** If any native birds are using the structures for nesting then actions should be taken so as not to disturb the adults, nests, eggs, or chicks as this could lead to a potential violation of the Migratory Bird Treaty Act. If nests are present or any birds are using the structures regularly for roosting purposes, we recommend the applicant or their designated agent coordinate with the appropriate Service's Field Office and visit the Service's Migratory Bird Program website at https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds for recommendations on how impacts can be avoided and minimized.

Morgan French answered the determination key questions for this project as follows:

1. Does the project intersect Monroe County, FL?

   Automatically answered
   No

2. Is the project exclusively a Federal loan transfer, where the original lending or mortgage institutions for existing project are no longer holding the loan and the property is being transferred via a federally-backed loan?

   *Yes, this is **exclusively** a Federal loan transfer, as described above.*

Attachments:

- Project questionnaire
- Determination key description: Clearance to Proceed with Federally-Insured Loan and Grant Project Requests
- U.S. Fish & Wildlife Service contact list

PROJECT INFORMATIONAL QUESTIONNAIRE

As part of completing the determination key, Morgan French provided the following information about their project:

1. How many square feet of facilities will be affected by this project?

   402363720

2. Are there bald eagles within 660 feet of the site, or migratory birds or bats using structures on the site?

   None of the above

3. Which Federal Agency is the lead agency providing the funding?

   U.S. Environmental Protection Agency (EPA)

4. Which types of activities you will be conducting:

   Infrastructure
   Utilities

5. Which types of structures this funding will address:

   Wastewater treatment facility

DETERMINATION KEY DESCRIPTION: CLEARANCE TO PROCEED WITH FEDERALLY-INSURED LOAN AND GRANT PROJECT REQUESTS

This key was last updated in IPaC on May 07, 2024. Keys are subject to periodic revision.

This determination key is for all Federally-insured loans, loan transfers, or grant requests for projects that may be completed without requiring additional clearing of undisturbed habitat beyond the original footprint of the existing project. For the purposes of this key, Federal loan transfers are those transfers where the original lending or mortgage institutions for existing projects are no longer holding the loans and the properties are being transferred via federally backed loans. Projects may include demolition, rehabilitation, renovations, and/or rebuilding of existing structures (*e.g.*, commercial buildings, multi-family housing, single-family housing), and various utilities projects such as water and wastewater treatment facilities, sewer or power line repair, etc.

The U.S. Fish and Wildlife Service is the lead Federal agency charged with the protection and conservation of Federal Trust Resources, such as threatened and endangered species and migratory birds, in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884; 16 U.S.C. 1531 et seq.), the Bald and Golden Eagle Protection Act, (16 U.S.C. 668-668d) (Eagle Act), and the Migratory Bird Treaty Act (40 Stat. 755; 16 U.S.C. 701 et seq.).

Recently, many Federal agencies have activated programs that have resulted in an increased consumer demand to initiate projects through federally-backed loans and grants, all of which require those same Federal agencies to comply with Section 7 of the Act. Consequently, we have experienced an increase in the number of requests for review of these government-backed loan and grant projects. These include, but are not limited to:

1. U.S. Department of Housing and Urban Development’s (HUD) Neighborhood Stabilization and Community Development Block Grant programs;

2. U.S. Department of Energy’s (DOE) Energy Efficiency and Renewable Energy program;

3. U.S. Department of Agriculture’s (USDA) Housing Assistance and Rural Development Loan and Grant Assistance programs;

4. U.S. Federal Aviation Administration (FAA) regulatory airport and runway modifications;

5. U.S. Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Assistance program; and

6. U.S. Environmental Protection Agency’s (EPA) Clean Water State Revolving Fund.

In order to fulfill the Act's statutory obligations in a timely and consistent manner, and to assist Federal agencies, State and local governments, and consultants in addressing Section 7 and National Environmental Policy Act (NEPA) environmental impact review requirements, we provide the following guidance and clearance relative to the criteria stated below for Federally-insured loan and grant project requests.

This guidance is based on the signed letters:
U.S. Fish and Wildlife Service Clearance to Proceed with Federally-Insured Loan and Grant Project Requests in Florida.
U.S. Fish and Wildlife Service Clearance to Proceed with Federally-Insured Loan and Grant Project Requests in Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee.

IPAC USER CONTACT INFORMATION

Agency: LaBelle city
Name: Morgan French
Address: 1496 Highway 90
City: Chipley
State: FL
Zip: 32428
Email mfrench@woodardcurran.com
Phone: 8507033000

You have indicated that your project falls under or receives funding through the following special project authorities:

- BIPARTISAN INFRASTRUCTURE LAW (BIL) (OTHER)

APPENDIX D: OLD FLORIDA RV EXECUTED AGREEMENT

CITY OF LABELLE, FLORIDA / HENDRY COUNTY/ SWJR LAND DEVELOPMENT, LLC WATER AND WASTEWATER SYSTEM DEVELOPER'S AGREEMENT

[Old Florida RV Resort]

THIS AGREEMENT made and entered into this 14th day of April, 2022, by and between SWJR LAND DEVELOPMENT, LLC, a Florida limited liability company, hereinafter referred to as "Developer", the City of LaBelle, Florida, an incorporated municipality located within the State of Florida, hereinafter referred to as the "City", and Hendry County, a political subdivision of the State of Florida, hereinafter referred to as "Hendry County" or "County" (collectively, the Developer, City, and County shall be referred to as the "Parties").

RECITALS

a. Developer owns real property in Hendry County, Florida south of State Road 80 and east of the Lee County line, more particularly described and depicted in **Exhibit A,** which is attached hereto and made a part hereof (the "Property").

b. Developer desires and intends to develop the Property pursuant to approvals from Hendry County, Florida, for a recreational vehicle park, with customary amenities and accessory uses including commercial uses (the "Project") as are permitted by Hendry County Ordinance No. 2021-22 adopted on October 26, 2021 ("Development Order").

c. City potable water service is not currently available to the Property.

d. City sewer service is not currently available at the Property.

e. The Property is outside of the municipal boundaries of the City of LaBelle, but the Property can be served by the City of LaBelle for utilities.

f. Developer intends to construct all internal potable water and sewer improvements on the Property to serve the Project, which work will be performed at Developer's cost.

g. Developer also desires and intends to construct force main extensions along with the necessary pumps, valves, meters, and other appurtenant facilities needed to provide potable water transmission and sewage collection for the Project, as more specifically described in plans by prepared by JR Evans Engineering project #0061601-02 dated January 10, 2022 ("Engineering Plans"), which shall be constructed in or adjacent to the right of way of State Road 80, West Cowboy Way, and Dr. Martin Luther King Blvd., as the route is depicted on the graphic attached as **Exhibit B,** which is attached hereto and made a part hereof.

h. In addition to the potable water and sewage collection infrastructure the Developer will install those fire hydrants required to serve the Project and along the extension route (at

1,000 feet spacing) and will also construct an on-site lift station on the Property (the work contemplated by Paragraph g., above, and this Paragraph h. are collectively referred to as the "Force Main Extensions"). Aside from the lift station, all other water and sewer facilities installed on the Property and lying on the Developer's side of the proposed master meter shall be not included as Force Main Extensions as defined in this Agreement.

i. The Force Main Extensions are intended to be available to service the Property and the City and County have requested that these facilities be upsized to provide available capacity to serve other properties within the area depicted in **Exhibit C,** which is attached hereto and made a part hereof.

j. Developer intends and desires to be responsible for the design, permitting, and construction of the Force Main Extensions and to provide easements, and all appurtenances within the route identified in **Exhibit B.** The design, permitting, and construction of the Force Main Extensions will be performed at Developer's initial cost, but the Upsize Cost, as defined herein, shall be reimbursed to the Developer by the City and the County.

k. City will cooperate with and aid Developer with permitting for the Force Main Extensions as an applicant in any potable water or sewage extension permit from the Florida Department of Environmental Protection.

l. The City desires and intends to accept the Force Main Extensions for ownership and operation upon completion and upon the standard turnover of the Force Main Extensions to City.

m. The Parties acknowledge and agree that the Upsize Cost will be reimbursed to the Developer in the manner more specifically set forth in Section 5 of this Agreement through: (a) granting to the Developer Credits, as defined herein, for the Project, (b) a County Reimbursement, as defined herein, from the County to the Developer, and (c) payment by the City to the Developer of Futures, as defined herein.

n. The Parties agree that Developer will receive reimbursement for the Upsize Cost of the Force Main Extensions from the City and County when due pursuant to Section 5 below and upon completion of construction, certification by Developer's civil engineer, and turnover of the Force Main Extensions to the City, and approval for the Force Main Extensions to be put into service by the applicable regulatory authorities. The Upsize Cost, agreed credits and cash payments set forth in Section 5 are based on the estimated costs of construction set forth in **Exhibit D**, which is attached hereto and made a part hereof, and which the Parties all approve.

o. The Parties acknowledge the Force Main Extension will deliver potable water and wastewater flow via connections to the City's planned Helms Rd twelve (12) inch water main and to the master pump station located at the City's wastewater treatment plant for sewer, as indicated in the Engineering Plans.

p. Developer desires to convey title of the Force Main Extensions to City on the terms and conditions outlined herein.

q. City desires to acquire the Force Main Extensions from Developer upon their completion, and to operate the Force Main Extensions as part of a City-owned system, providing central utility services to the Property and to other properties.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Developer, the City and the County hereby covenant and agree as follows:

Section 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

Section 2. PROVISION OF SERVICE; RESERVATION OF CAPACITY. Upon completion of the Force Main Extensions in accordance with the approved Engineering Plans by the Developer, and approval and acceptance of the completed Force Main Extensions by the City, the City will provide water and wastewater service to the Property and the Developer's Project in accordance with the standard practices of the Utility and City Ordinances. The City agrees to reserve and set aside for the benefit of the Property, sufficient capacity to serve 271 ERUs at the City's wastewater treatment plant and potable water plant for water/sewer service to the Property. Notwithstanding the reservation, City is not obligated to provide water or wastewater capacity in excess of the amounts estimated to be supplied in this Agreement. All calculations provided for in this Agreement are based on representations and calculations made by the Developer with respect to anticipated Project needs and usage. To the extent the Project's usage exceeds its capacity reservation of 62,339 gallons per day, additional impact fees may become due as provided in Section 5.d.

Section 3. CONVEYANCE OF THE FORCE MAIN EXTENSIONS.

a. During the construction of the Force Main Extensions by Developer (with an estimated start time of June of 2022), the City shall have the right to inspect such installation to determine compliance with plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to require standard tests for pressure, infiltration/vacuum, line and grade, and all other normal engineering tests required by specifications and good engineering practices. Developer shall correct any deficiencies found by City with regard to design or construction. Complete as-built plans shall be submitted to the City upon completion of construction. The estimated completion time of the work contemplated hereby is February 2023, which is not guaranteed and is subject to equitable extension due to delays not within the reasonable control of Developer; provided, however, that if the Force Main Extensions are not approved to be put into service by the applicable regulatory authorities by December 31, 2023, then the City and/or County may terminate this

Agreement upon providing 60 days' written notice to the Developer. Upon termination the Parties will not have any further obligations under this Agreement.

b. Upon completion of the Force Main Extensions and approval and acceptance by City, Developer shall convey the Force Main Extensions to City free of any liens or other encumbrances by means of conveyance documents in a form agreeable to the City.

c. Upon Developer complying with the documentation for turnover and conveyance in the above paragraph, City shall accept and take possession of the Force Main Extensions "AS-IS" and without warranty from the Developer (whether express or implied) except as expressly stated in Section 3.d., below, and will thereafter operate, maintain, and repair the Force Main Extensions and do all other things necessary for the public convenience and as may be required by law to use and operate the Force Main Extensions as part of its utility system.

d. All installations by Developer or its contractor(s) and subcontractor(s) shall be warranted for at least one year from the date of certificate of acceptance by the City, with financial assurances acceptable to the City in the form of a bond or other assurance backing the warranty.

e. All utility facilities shall be covered by fee title or perpetual, exclusive easements if not located within platted or dedicated rights-of-way, and the Developer shall convey either a fee simple interest or a sufficient exclusive and perpetual easement interest to the City. Mortgagee(s), if any, holding prior liens on such properties shall be required to subordinate their position and join in the grant or dedication of the easements or rights-of-way.

Section 4. OWNERSHIP OF THE FORCE MAIN EXTENSIONS. Developer agrees with the City that all components of the Force Main Extensions conveyed to the City for use in connection with providing potable water and wastewater services to the Property and other properties along the depicted route, shall at all times remain in the complete and exclusive ownership and control of the City.

Section 5. REIMBURSEMENT BY CITY AND COUNTY TO DEVELOPER FOR UPSIZE COST OF THE FORCE MAIN EXTENSIONS. In consideration of this Agreement and the rights conveyed hereunder, City agrees and obligates itself to accept the Force Main Extensions from Developer, and City and County agree to reimburse Developer a total amount not-to-exceed $5,557,256.00 for the costs associated with upsizing the Force Main Extensions ("Upsize Cost"), as more specifically set forth in **Exhibit D**, as follows:

a. **Credits.** City shall credit Developer for a portion of the Upsize Cost incurred by Developer by issuing a $2,010,765.80 credit against future water and sewer impact fees, as currently set forth in City Resolution Nos. 2019-22 and 2020-59 for the Project, which amounts would otherwise be payable by Developer to the City for the Project ("Credits"). It is agreed that in exchange for Developer accepting such Credit, the Project (and all improvements that may be developed

thereon in accordance with the Development Order) will be exempt from the payment of any and all water and sewer impact fees that would otherwise be payable at such time as facilities within the Property are constructed and/or connected to municipal water and sewer up to a maximum of 271 Equivalent Residential Units ("ERUs" where one ERU is equal to 230 Gallons Per Day) or 62,330 gallons per day combined water and wastewater but excluding any monthly rate or usage charges and any miscellaneous meter or connection charges at time of connection. The amount of the Credits is fixed and not subject to change, regardless of the actual costs incurred by Developer in constructing the Force Main Extensions. For purposes hereof, the Credits shall be deemed paid by the City to the Developer at such time as the Developer actually applies the Credit towards what would otherwise be a cash payment due to the City by Developer.

b. **County Reimbursement.** In addition to the Credits provided by the City, Hendry County agrees to make a cash payment to Developer in the total amount of $400,000 (the "County Reimbursement"). The amount of the County Reimbursement is fixed and not subject to change, regardless of the actual costs incurred by Developer in constructing the Force Main Extensions. The County Reimbursement shall be paid to Developer within thirty (30) days of the date the Developer and/or the City notify the County that the Force Main Extensions have been completed and approved to be put into service by the applicable regulatory authorities.

c. **Futures.** In addition to the Credits and County Reimbursement, the City agrees to pay to Developer any portion of any water or sewer impact fees attributable to transmission or collection from any party that connects to the Force Main Extensions or reserves capacity for future connection to the Force Main Extensions (such portions hereinafter "Futures") until such time as the $3,146,490.20balance of the Upsize Cost has been paid in full to Developer. Futures payments received by the City before the Force Main Extensions have been completed and approved to be put into service by the applicable regulatory authorities shall be made to the Developer within thirty (30) days of date the Force Main Extensions are put into service. Futures payments received by the City after the Force Main Extensions have been completed and put into service by the applicable regulatory authorities shall be made to Developer within thirty (30) days of receipt by the City. No Futures payments shall be due for any connections that are not required to pay connection fees due to exemption by law or court order. The City and the County will adopt applicable ordinances and enforce mandatory water and sewer connections for "New Development" (as defined in **Exhibit E**) that occurs after the Force Main Extensions are operational, requiring such new development within the area set forth in **Exhibit C** with "Available" service from the Force Main Extensions to connect to the City utility system. For purposes of requiring connection to water and sewer service, new development will be deemed to have service "Available" to it from the Force Main Extensions if the requirements in Exhibit E are met. Notwithstanding the forgoing, the City and County may by interlocal agreement also provide for an expanded service area and definition of "Available" for eligible connections reimbursement.

d. In consideration of the City's reliance upon the Developer's estimated usage, Developer specifically agrees that at any time prior to the complete repayment of Developer's outstanding costs pursuant to Section 5.c. the City shall have the right to request additional impact fees or reduce outstanding Futures, or combination thereof, to the extent the total Project water and wastewater utilization exceeds Developer's reservation capacity threshold as provided in Section 2. The amount of any such adjustment will be based on the applicable portions of the then current impact fee schedule not attributable to transmission or collection lines averaged over any consecutive three (3) month period in which the Project's actual usage exceeded the volumetric limits set forth herein.

Section 6. APPLICATION OF RULES, REGULATIONS AND RATES. Notwithstanding any provisions in this Agreement, the City may establish, revise, modify and enforce rules, regulations and monthly rates covering the provision of wastewater service and water service to the Property. Such rules, regulations and rates are subject to the approval of the City of LaBelle, Florida. Such rules and regulations shall at all times be reasonable and subject to regulations as may be provided by law or under contract. Service rates charged to Developer or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Developer, upon any other entity holding by, through or under Developer, and upon any customer of utility services provided to the Property and to other properties along the depicted route by the City.

Section 7. PERMISSION TO CONNECT REQUIRED. Developer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any customer installation to the water and wastewater facilities of the City until approval of such connection has been granted by the City. The City will not unreasonably withhold its permission for the connection by Developer of the Project to the City's system.

Section 8. BINDING AGREEMENT: ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of Developer, the City, the County, and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Developer without the written consent of the City and County first having been obtained. The City and County agree not to unreasonably withhold, condition nor delay such consent.

Section 9. NOTICES. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by hand delivery, by mail, or electronic mail to:

Developer: SWJR Land Development, LLC
430 Bayfront Place
Naples, FL 34102
Attention: Jon Rubinton
jon@lotusnaples.com

City: City of LaBelle
City Hall, 481 West Hickpochee Avenue
LaBelle, FL 33935
Attention: Superintendent of Public Works
ghull@citylabelle.com

County: Hendry County
640 S. Main Street
LaBelle, FL 33975
Attention: County Administrator
jdavis@hendryfla.net

Section 10. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of the Parties shall survive the completion of the work of Developer with respect to completing the Force Main Extensions, until the Developer has received reimbursement in full for the Upsize Cost.

Section 11. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the Parties, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between the Parties. The language of this Agreement has been agreed to by all parties to express their mutual intent and no rules of strict construction shall be applied against any party hereto. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by any party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all parties. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the City and the County and it shall be and become effective immediately upon execution by all parties hereto. Venue for any action relating to this Agreement shall be in Hendry County, Florida.

Section 12. DISCLAIMERS: LIMITATIONS ON LIABILITY.

a. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER. NO PARTY TO THIS AGREEMENT SHALL HAVE ANY RESPONSIBILITY WHATSOEVER WITH RESPECT TO SERVICES PROVIDED OR CONTRACTUAL OBLIGATIONS ASSUMED BY ANOTHER PARTY TO THIRD PARTIES.

b. INDEMNITY. THE DEVELOPER SHALL INDEMNIFY THE CITY AND THE COUNTY AND, THEIR RESPECTIVE COMMISSIONERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND FEES, INCLUDING ATTORNEYS' FEES, FOR INJURY (INCLUDING DEATH) TO PERSONS OR DAMAGE TO PROPERTY OR PROPERTY RIGHTS THAT MAY ARISE FROM OR BE RELATED TO ACTS, ERRORS, OR OMISSIONS OF THE DEVELOPER, ITS AGENTS,

EMPLOYEES, SERVANTS, LICENSEES, INVITEES, OR CONTRACTORS OR BY ANY PERSON UNDER THE CONTROL OR DIRECTION OF THE DEVELOPER, OR BY THE DEVELOPER'S USE OF THE CITY'S SYSTEM, AND THE DEVELOPER SHALL INDEMNIFY THE CITY AND COUNTY AS AFORESAID FROM ALL LIABILITY, CLAIMS AND ALL OTHER ITEMS ABOVE MENTIONED, ARISING OR GROWING OUT OF OR CONNECTED WITH ANY DEFAULT, BREACH, VIOLATION OR NONPERFORMANCE BY THE DEVELOPER OF ANY COVENANT, CONDITION, AGREEMENT OR PROVISION CONTAINED IN THIS AGREEMENT CONCERNING ALL OR ANY PART OF THE CITY'S SYSTEM.

c. FORCE MAJEURE. NO PARTY SHALL BE LIABLE OR RESPONSIBLE TO ANOTHER BY REASON OF THE FAILURE OR INABILITY TO TAKE ANY ACTION REQUIRED OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY (OR ANY INJURY TO THE PARTY OR BY THOSE CLAIMING BY OR THROUGH A PARTY WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY; EPIDEMICS, BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS OR PIPE LINES; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY, CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE PARTY AND WHICH BY EXERCISE OF DUE DILIGENCE THE PARTY IS UNABLE TO OVERCOME.

d. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.

e. DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE COUNTY OR CITY (INCLUDING, SPECIFICALLY, ANY REVENUE OR RATES, FEES, OR CHARGES COLLECTED BY

THE CITY UNDER THIS AGREEMENT); AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY STOCKS, BONDS, OR NOTES OF THE COUNTY AND CITY, WHETHER CURRENTLY OUTSTANDING OR HEREINAFTER ISSUED.

Section 13. ESTOPPEL. Upon the request of Developer (which may be made in conjunction with sale or transferring all or any portion of the Property and/or in conjunction with placing financing on the Property), the City will promptly provide an estoppel letter confirm in writing to Developer (and/or Developer's successor in title and/or their respective lenders) that this Agreement is in full force and effect and any other statements reasonably requested by the Developer.

Section 14. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

Section 15. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any governmental entity, corporation, partnership, or any other business entity for which he purports to act hereunder.

Section 16. CAPACITY. The execution of this Agreement does not itself constitute a specific reservation of capacity by Developer, and the City does not hereby guarantee that capacity will be available for Developer's Project until the completion and turnover of the Force Main Extensions at which time the identified capacity for the Developer's Project will be available.

LIST OF EXHIBITS:
Exhibit A – Legal Description of Developer's Property
Exhibit B – Force Main Extension Route
Exhibit C – Service Area
Exhibit D – Force Main Extensions Cost Estimate
Exhibit E – "Availability" Requirements for Connection of New Development to Water and Sewer Service

IN WITNESS WHEREOF, the Developer, the County, and the City have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

CITY OF LABELLE

Julie Wilkins, Mayor

ATTEST

Jessi Zubaty, Deputy City Clerk

APPROVED AS TO FORM:

Derek Rooney, City Attorney

HENDRY COUNTY

ATTEST:

Kimberley Barrineau, County Clerk

By: Emma J. Byrd
Emma J. Byrd, Chair,
County Commission

SWJR Land Development, LLC

By: _____

Name: Jon Rubinton

Title: Manager

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4 day of May, 2022 by Jon Rubinton, as a duly authorized representative of SWJR Land Development, LLC, who is ☑ personally known to me or ☐ who has produced _____ as identification and who did/did not take an oath.

Elisabeth Paulhus

Notary Public, State of Florida

My Commission Expires: 10.13.2023

ELISABETH PAULHUS
Notary Public-State of Florida
Commission # GG 345313
My Commission Expires
October 13, 2023

Exhibit A
Legal Description of Developer's Property

PARCEL I

A PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 28 EAST, AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 28 EAST, ALL LYING AND BEING IN HENDRY COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (N.W.) CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE SOUTHWEST (S.W.) CORNER OF SAID SECTION 30. THENCE RUN NORTH 89 DEGREES 35' 08" EAST ALONG THE NORTH LINE OF THE N.W. 1/4 OF SAID SECTION 31, 1317.91 FEET TO THE N.W. CORNER OF THE N.E. 1/4 OF SAID N.W. 1/4 AND THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE RUN SOUTH 00 DEGREES 00' 05" WEST, ALONG THE WEST LINE OF SAID N.E. 1/4, OF THE N.W. 1/4, 1135.02 FEET TO THE NORTH LINE OF THE CARLOS WATERWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.B.) 575, PAGE 1695 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 40' 19" EAST, ALONG SAID NORTH LINE, 1319.29 FEET TO THE EAST LINE OF SAID N.E. 1/4 OF THE N.W. 1/4; THENCE RUN NORTH 00 DEGREES 06' 10" WEST, ALONG SAID EAST LINE, 1133.05 FEET TO THE N.E. CORNER OF SAID N.W. 1/4, SAID POINT ALSO BEING THE S.E. CORNER OF THE S.W. 1/4 OF SAID SECTION 30 THENCE RUN NORTH (N 00 DEGREES 00' 00" E), ALONG THE EAST LINE OF SAID S.W. 1/4, 1319.81 FEET TO THE N.E. CORNER OF THE S.E. 1/4 OF SAID S.W. 1/4; THENCE RUN NORTH 89 DEGREES 29' 36" WEST, ALONG THE NORTH LINE OF SAID S.E. 1/4 OF THE S.W. 1/4, 616.12 FEET; THENCE RUN NORTH (N 00 DEGREES 00' 00" E), PARALLEL TO THE EAST LINE OF SAID S.W. 1/4, 1268.50 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 80; THENCE RUN SOUTH 89 DEGREES 25' 16" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 706.77 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE N.E. 1/4 OF SAID S.W. 1/4; THENCE SOUTH 00 DEGREES 07' 29" EAST, ALONG SAID WEST LINE, 2577.09 FEET TO THE S.W. CORNER OF SAID S.E. 1/4 OF THE S.W. 1/4, SAID POINT ALSO BEING THE N.W. CORNER OF THE N.E. 1/4 OF THE N.W. 1/4 OF SAID SECTION 31 AND THE POINT OF BEGINNING.

TOGETHER WITH AN IRRIGATION PUMP EASEMENT AS DESCRIBED IN O.R. BOOK 489, PAGE 396, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING:

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 52' 11" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, FOR A DISTANCE OF 2636.53 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 30, THE SAME BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 50 FOOT WIDE ROAD RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 489 AT PAGE 391 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 20' 46" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 1,019.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 00 20' 46" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 300.01 FEET; THENCE RUN NORTH 89 DEGREES 50' 33" WEST FOR A DISTANCE OF 616.12 FEET; THENCE RUN SOUTH 00 DEGREES 20' 46" EAST FOR A DISTANCE OF 300.01 FEET; THENCE RUN SOUTH 89 DEGREES 50' 33" EAST FOR A DISTANCE OF 616.12 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A 20.00 FOOT STRIP OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 52' 11" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, FOR A DISTANCE OF 2636.53 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 30, THE SAME BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF A 50 FOOT WIDE ROAD RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 489 AT PAGE 391 OF THE PUBLIC RECORD OF HENDRY COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 20' 46" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 1,019.53 FEET; THENCE RUN NORTH 89 DEGREES 50' 33" WEST FOR A DISTANCE OF 616.12 FEET TO THE POINT OF BEGINNING OF THE 20.00 FOOT WIDE STRIP OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 89 DEGREES 50' 33" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00 DEGREES 20' 46" WEST FOR A DISTANCE OF 1567.90 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 80, AS RECORDED IN OFFICIAL RECORDS BOOK 537 AT PAGE 856 AND IN OFFICIAL RECORDS BOOK 537 AT PAGE 859 OF THE PUBLIC RECORDS OF HENDRY COUNTY FLORIDA; THENCE RUN NORTH 89 DEGREES 03' 52" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 00 DEGREES 20' 46" EAST FOR A DISTANCE OF 1568.28 FEET TO THE POINT OF BEGINNING.

PARCEL II

A PARCEL OF LAND IN SECTIONS 30 AND 31, TOWNSHIP 43 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 5 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LESS THAT PART LYING WITHIN THE RIGHT-OF-WAY FOR STATE ROAD 80 ALL BEING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA. - AND-THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 28 EAST. LESS THE SOUTH 25 FEET OF THE EAST 120 FEET THEREOF. AND- INCLUDING A STRIP OF LAND DESCRIBED AS THE WEST 1200 FEET OF THE NORTH 30 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM THAT PORTION AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING FOR STATE ROAD 80 RECORDED IN OFFICIAL RECORDS BOOK 537, PAGE 856, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 30, TOWNSHIP 43 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA, THENCE NORTH 01 DEGREES 02' 02" WEST ALONG THE WESTERN LINE OF SAID SECTION 30, A DISTANCE OF 2597.24 FEET TO THE SOUTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 80 (PER 0701-PROJECT 805) FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47' 22" EAST ALONG SAID SOUTHERLY EXISTING RIGHT-OF-LINE A DISTANCE OF 1322.97 FEET; THENCE SOUTH 00 DEGREES 55' 25" EAST, A DISTANCE OF 16.82 FEET; THENCE SOUTH 88 DEGREES 36' 43" WEST, A DISTANCE OF 1322.85 FEET; THENCE NORTH 01 DEGREES 02' 02" WEST, A DISTANCE OF 44.01 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THAT PORTION AS DESCRIBED IN THAT CERTAIN AGREED ORDER OF TAKING IN FAVOR OF THE EAST COUNTY WATER CONTROL DISTRICT, A DRAINAGE DISTRICT AND A PUBLIC CORPORATION RECORDED NOVEMBER 2, 1998 IN OFFICIAL RECORDS BOOK 575, PAGE 1692 OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 400.00 FEET AND THE SOUTH 214.97 FEET OF THOSE LANDS DESCRIBED AS PARCEL D IN OFFICIAL RECORD BOOK 508, PAGE 408, LYING IN SECTIONS 30 AND 31, TOWNSHIP 43 SOUTH, RANGE 28 EAST, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 508, PAGE 408; THENCE RUN SOUTH, 89 DEGREES 34' 13" WEST A DISTANCE OF 539.24 FEET THENCE CONTINUE SOUTH 89 DEGREES 34' 13" WEST, A

DISTANCE OF 659.98 FEET; THENCE NUN NORTH 00 DEGREES 41' 48" WEST A DISTANCE OF 1351 97 FEET; THENCE RUN NORTH 01 DEGREES 00' 04" WEST, A DISTANCE OF 1323.57 FEET; THENCE CONTINUE NORTH 01 DEGREES 01' 04" WEST, A DISTANCE OF 1229.56 FEET; THENCE RUN NORTH 88 DEGREES 36' 43" EAST A DISTANCE OF 400.01 FEET; THENCE RUN SOUTH 01 DEGREES 01' 04" EAST, A DISTANCE OF 2556.83 FEET; THENCE RUN SOUTH 00 DEGREES 41' 48" EAST, A DISTANCE OF 1139.998 FEET; THENCE RUN NORTH 89 DEGREES 34' 13" EAST A DISTANCE OF 798.99 FEET; THENCE RUN SOUTH 00 DEGREES 45' 31" EAST, A DISTANCE OF 160.00 FEET; THENCE CONTINUE SOUTH 00 DEGREES 45' 31" EAST A DISTANCE OF 54.97 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE SOUTH 160.00 FEET OF THOSE LANDS DESCRIBED AS PARCEL E IN OFFICIAL RECORD BOOK 508, PAGE 411, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 508, PAGE 411; THENCE RUN SOUTH 89 DEGREES 33' 27" WEST, A DISTANCE OF 250.01 FEET; THENCE CONTINUE SOUTH 89 DEGREES 33' 27" WEST, A DISTANCE OF 1189.24 FEET; THENCE RUN NORTH 00 DEGREES 45' 31" WEST A DISTANCE OF 160.00 FEET; THENCE RUN NORTH 89 DEGREES 33' 27" EAST, A DISTANCE OF 1439.10 FEET; THENCE RUN SOUTH 00 DEGREES 48' 43" EAST, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

Exhibit B
Force Main Extension Route

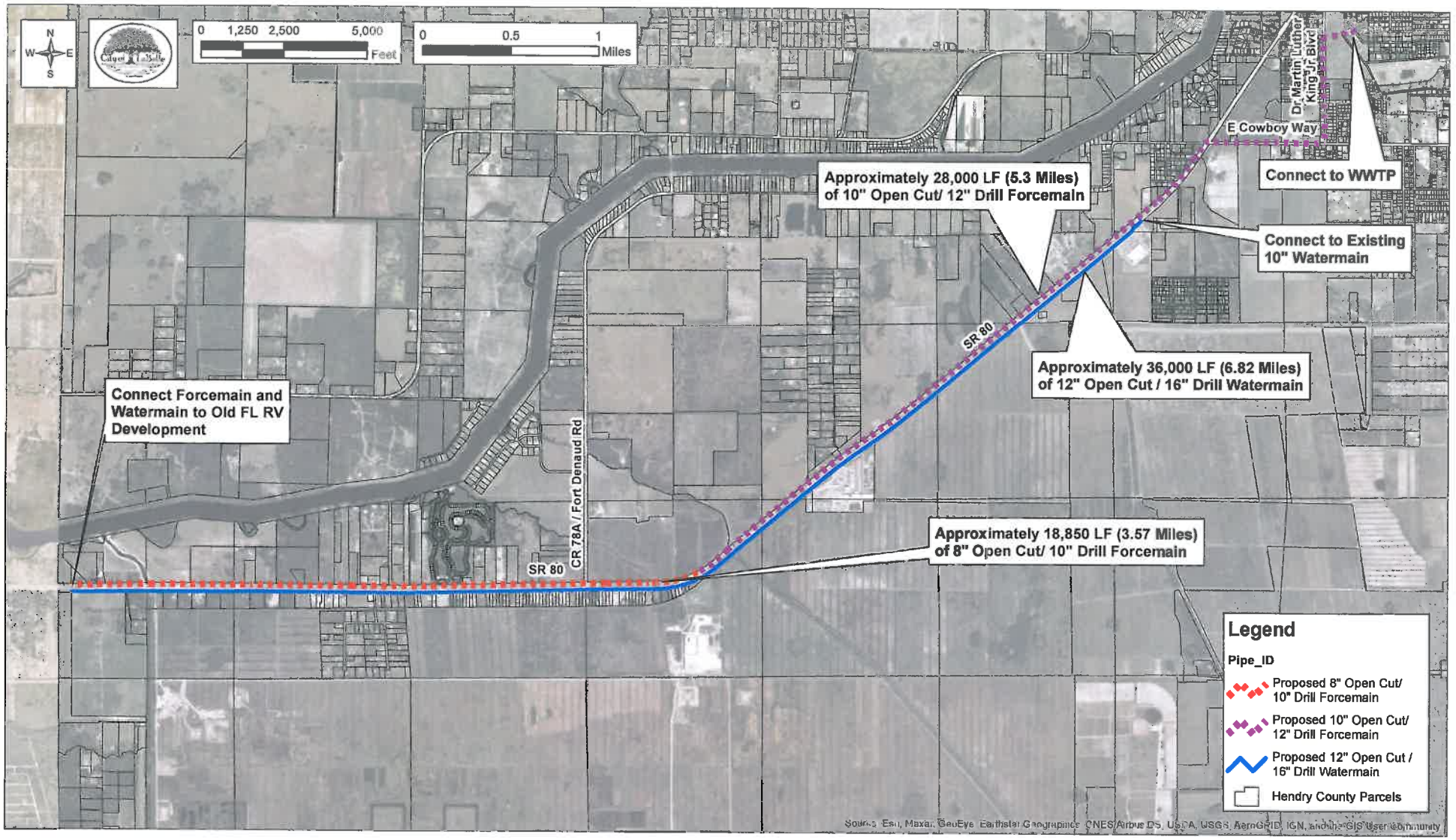


Exhibit B
Forcemain and Watermain Extensions
City of LaBelle - Hendry County SR 80

DISCLAIMER: This map is for reference and discussion purposes only. Data provided are derived from multiple sources with varying levels of accuracy. The information shown hereon is not intended for site specific use or design.

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Revision Date: 3/9/2022 P:\20-1003_20-1004 LaBelle Area A and J Sewer\16.0 GIS\Map Document\AreaA_Population

Exhibit C
Service Area

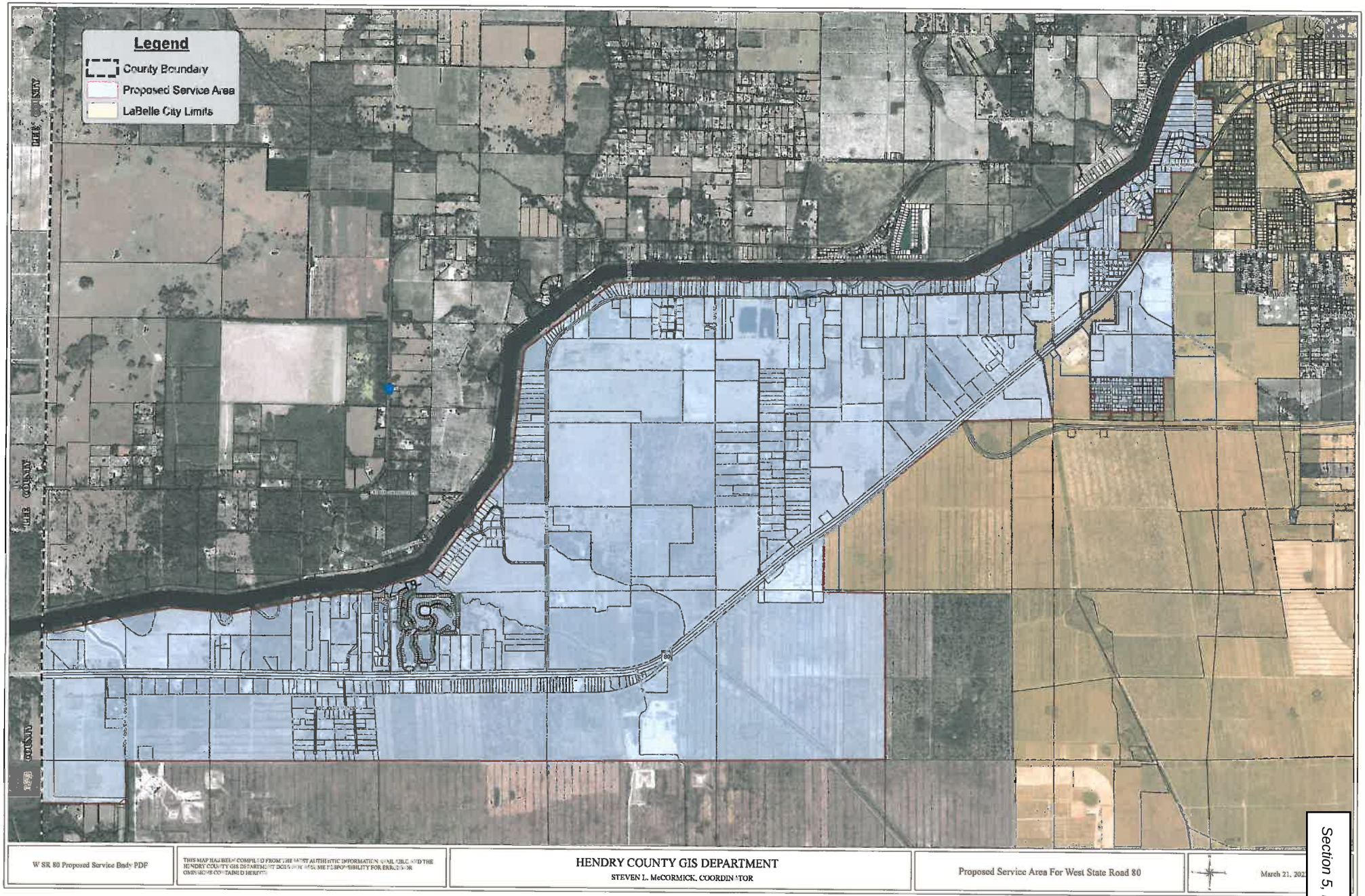
Legend
County Boundary
Proposed Service Area
LaBelle City Limits
W SR 80 Proposed Service Bndy PDF
THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREIN
HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR
Proposed Service Area For West State Road 80
March 21, 202

Exhibit D
Force Main Extensions Cost Estimate

Water and Sewer Reimbursement Costs

Water	
12" Water Main	$ 6,285,680.00
10" Water Main	$ (4,760,074.00)
Upsizing Cost Reimbursement	**$ 1,525,606.00**
Wastewater	
8" and 10" Force Main	$ 5,814,650.00
Package Plant	$ (1,783,000.00)
Cost Reimbursement	**$ 4,031,650.00**
Total Water and Wastewater Costs for Reimbursement	**$ 5,557,256.00**
Less: City Connection Fees	$ (2,010,765.80)
Reimbursement To Developer	**$ 3,546,490.20**
Water	
ERU's	271
Cost Reimbursement	$ 1,525,606.00
Waived Connection Fees (271*4222.80)	$ (1,144,378.80)
Amount Remaining	**$ 381,227.20**
Wastewater	
ERU's	271
Cost Reimbursement	$ 4,031,650.00
Waived Connection Fees (271*3197)	$ (866,387.00)
County ARPA $	$ (400,000.00)
Amount Remaining	**$ 2,765,263.00**
Total Remaining To Reimburse Developer	**$ 3,146,490.20**

Exhibit E
"Availability" Requirements for Connection of New Development to Water and Sewer Service

A. Consistent with Section 5.c. of this Agreement, mandatory connection to water and sewer service shall only be required for new development that occurs subsequent to the date on which the Force Main Extensions become operational.

B. Availability of Potable Water Service. *Available* for purposes of potable water service means that a potable water system owned and operated by the City, County, or another governmental entity is capable of being connected with the plumbing of an establishment, residential subdivision, or commercial subdivision, is not under a moratorium, and has adequate permitted capacity to supply potable water to the establishment, residential subdivision, or commercial subdivision, and:

1. For an establishment which has an estimated potable water demand of 350 gallons per day or less, a potable water line exists in a public easement or right-of-way that abuts the property line of the establishment.

2. For an establishment with an estimated potable water demand exceeding 350 gallons per day, a potable water line exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the property line of the establishment as accessed via existing rights-of-way or easements.

3. For proposed residential subdivisions, for proposed commercial subdivisions, and for areas zoned or used for an industrial or manufacturing purpose or its equivalent, a potable water line exists within one-fourth mile of the development as measured and accessed via existing easements or rights-of-way.

C. Availability of Sewer Service. *Available* for purposes of sewer service means that a sewer system owned and operated by the City, County, or another governmental entity is capable of being connected with the plumbing of an establishment, residential subdivision, or commercial subdivision, is not under a moratorium, and has adequate permitted capacity to supply wastewater service to the establishment, residential subdivision, or commercial subdivision, and:

1. For an establishment which has an estimated sewage flow of 1,000 gallons per day or less, a gravity sewer line to maintain gravity flow from the property's drain to the sewer line, or a low pressure or vacuum sewage collection line in those areas approved for low pressure or vacuum sewage collection, exists in a public easement or right-of-way that abuts the property line of the establishment.

2. For an establishment with an estimated an estimated sewage flow exceeding 1,000 gallons per day, a sewer line, force main, or lift station exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the property line of the establishment as accessed via existing rights-of-way or easements.

3. For proposed residential subdivisions, for proposed commercial subdivisions, and for areas zoned or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within one-fourth mile of the development as measured and accessed via existing easements or rights-of-way.

D. As used in this Exhibit E, the following terms have the following meanings:

City – The City of Labelle.

County – Hendry County.

Establishment – Any building containing or that is proposed to contain a commercial, industrial, or multi-family residential use.

New Development – Any establishment, residential subdivision, or commercial subdivision for which construction is commenced subsequent to the Force Main Extensions being operational.

Subdivision - The division of land into four (4) or more lots, parcels, tracts, blocks, or sites.

APPENDIX E: LABELLE 2023 WASTEWATER ENGINEERING REPORT (FOUR WATERS)

ANGELA B. BRYAN
LICENSE
No. 56730
STATE OF FLORIDA
PROFESSIONAL ENGINEER

10-23

LaBelle 2023 Wastewater Engineering Report

Prepared for City of LaBelle
Public Works Department

FOUR WATERS ENGINEERING

1.0 INTRODUCTION

1.1 BACKGROUND AND PURPOSE

To adhere to the Florida Department of Environmental Protection (FDEP) Consent Order OGC Case No. 22-2259 item 5A, the City of LaBelle Public Works Department (City) has set forth to conduct an engineering review of their wastewater infrastructure issues and develop an Engineering Report to identify a plan to remediate any found issues. This report will specify milestones for completion in addition to recommended actions.

The City has set a goal to provide wastewater treatment and collection that meets the health and safety needs of the community. To this end, the City commissioned Four Waters Engineering, Inc. (4Waters) to assist with the engineering review of their wastewater infrastructure issues and preparation of this Engineering Report to resolve the found issues.

The general scope of this task involved a thorough analysis of the City's treatment, wastewater pumping and collection systems and as part of the Engineering Report, 4Waters completed the following tasks:

- Assessment of wastewater lift stations and the City wastewater treatment plant (WWTP)
- Population projections and associated wastewater generation rates
- Compilation of rehabilitation capital improvement plans (CIPs)

The resulting Engineering Report provides a concise guide for the City to meet the needs of the Consent Order and for planning wastewater system improvements with a focus on feasible solutions to wastewater problems which balance the desired level of service to be provided with environmental, funding, and regulatory constraints.

1.2 SERVICE AREA AND TOPOGRAPHY

The City of LaBelle is located on the northern boarder of Hendry County, approximately 32 miles east of Fort Myers (the closest metropolitan area and located in Lee County), 50 miles east of the Gulf of Mexico and approximately 92 miles west of Palm Beach (Palm Beach County). LaBelle is bounded by Glades County to the north, Palm Beach Count to the east, Collier County to the south and Lee County to the west and encompasses approximately 12 square miles. It is the site of the county seat of Hendry County and the only urban area of any size in western Hendry County and southern Glades County. As such, LaBelle provides the commercial base for an area that reaches beyond the corporate limits of the City into surrounding Hendry and Glades Counties.

Two major state roads, State Road (SR) 80 and State Road 29, bisect the City. SR 80 (Hickpochee Avenue) connects the east and west sides of Southern Florida (Fort Myers to West Palm Beach) while SR 29 connects travelers north and south from SR 27 to Everglades City. Figure 1.1 provides a map of the City of LaBelle with the Wastewater Engineering Report evaluation area delineated.

According to the United States Geological Survey (USGS), the topographical elevations of the evaluation area range from a high of approximately 30 feet to a low of 5 feet, North American Datum of 1983 (NAD83). The higher areas are typically found in the middle of the City with the topography of the area gently sloping downward from the high areas towards the Caloosahatchee River. Figure 1.2 depicts the topography of the area.

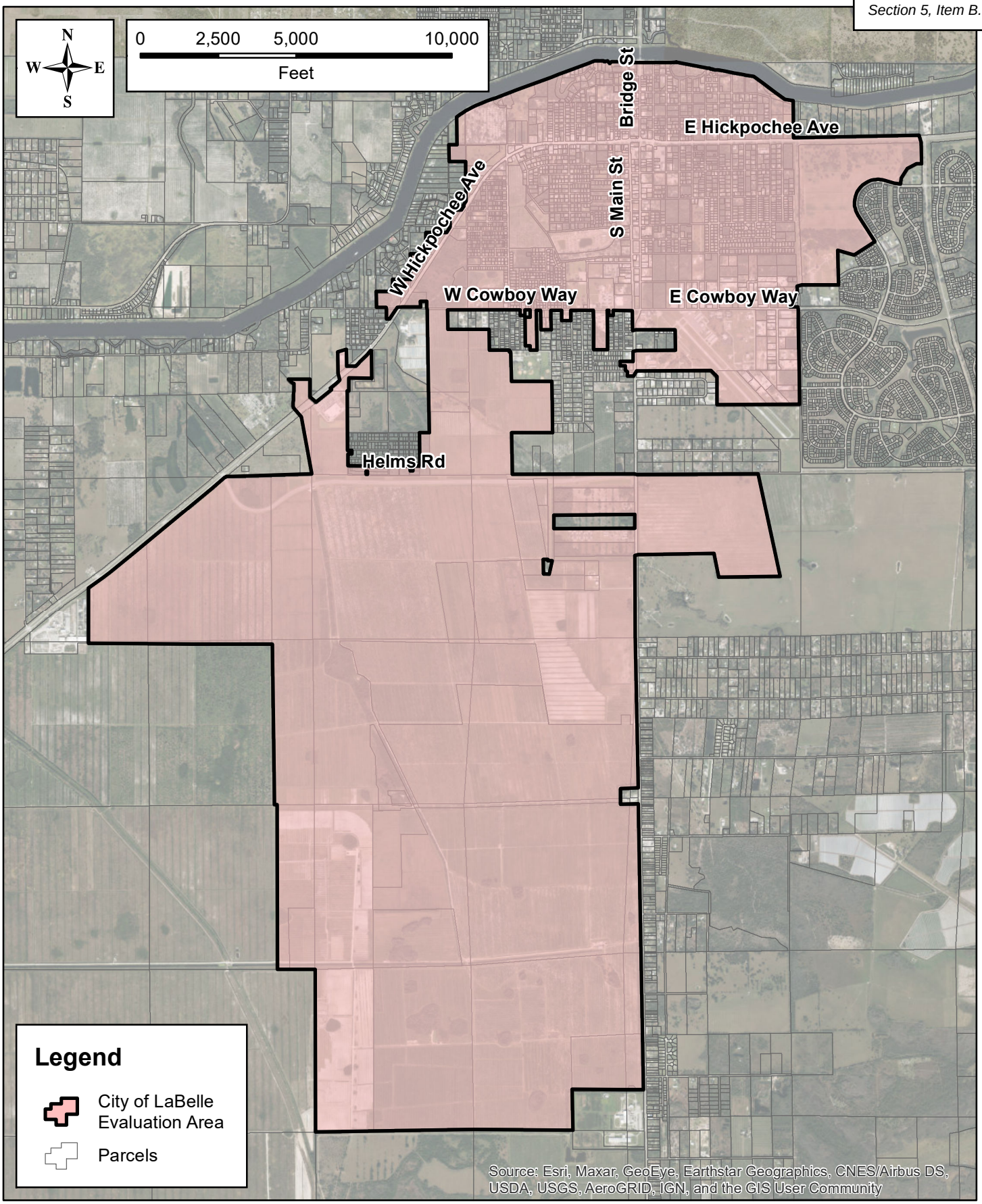

Figure 1.1: Wastewater Evaluation Area

LaBelle, FL

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Revision Date: 3/4/2023 Path: P:\99-326 LaBelle\16.0 GIS\Map Document\Consent Order\Figure 1.1 - City Plan Evaluation Area.mxd

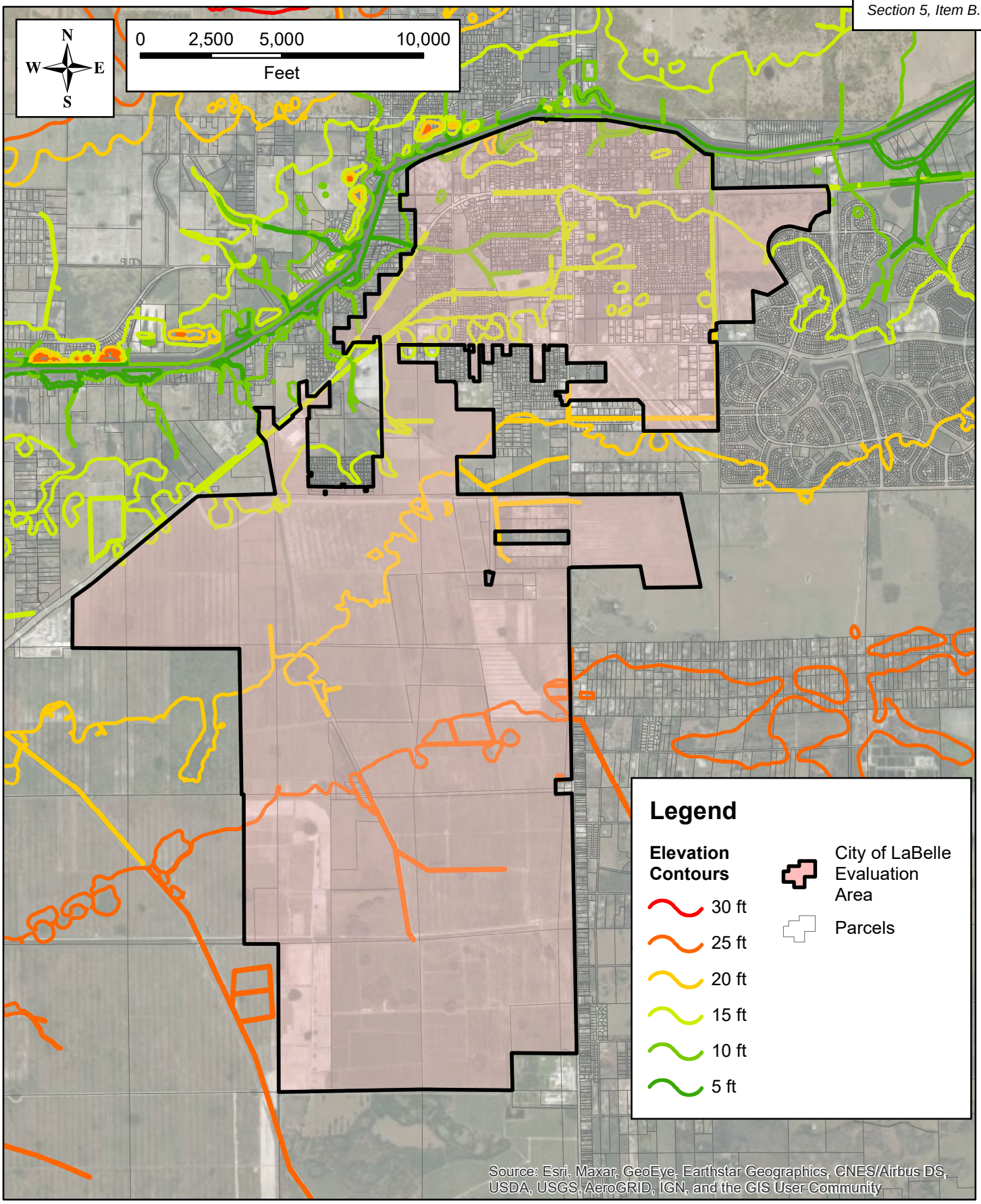

Figure 1.2: Topographical Contours

LaBelle, FL

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Revision Date: 9/6/2022 Path: P:\22-1012 LaBelle Sewer Master Plan\16.0 GIS\Map Document\Report Figure Maps\Figure 1.2 - Topographical Contours Ver2.mxd

1.3 ZONING AND LAND USE CHARACTERISTICS

The land uses throughout the City area include Commercial, Residential/Planned Residential, Industrial, Downtown District, Mixed Use, Public and South LaBelle Village. The City is predominantly a residential community although it has a large percentage of commercial and industrial properties in addition to a sizeable, annexed area of the City known as the South LaBelle Community. While the City is an economic hub and thoroughfare for millions of boxes of citrus, residential housing still accounts as the dominant land use type.

In 2002, LaBelle annexed approximately 5,982 acres into the City, through four separate annexations. The most significant annexed area is known as South LaBelle Community, which is proposed as a mixed-use community approved for 15,840 residential units, 1 million square feet of commercial development and over 300,000 square feet of industrial land uses.

Based on the City of Labelle's Land Development Code, the City has been divided up into a series of zoning districts to ensure the permitted and conditional use of development is compatible with surrounding land uses, served by adequate public facilities and to take into consideration natural and costal resources. The following zoning classifications are represented within the City:

- Agriculture (AG)
- Business (B-1 Professional, B-2 General and B-3 Heavy)
- Industrial (I-1A Light and I-2 Heavy)
- Mobile Home Park (MHP)
- Public (PS)
- Planned unit development zoning district (PUD)
- Residential, single family medium density, low density, family estates, duplex and duplex manufactured home (R-1, R1-A, R-1AA, R-2 and R-2T)
- Residential, multiple (R-3)
- Residential Neighborhood Urban (RNU)

Each zoning district has its own set criteria and established permitted uses and densities which shape the way wastewater flows are generated. Figure 1.3 depicts the zoning districts of the City.

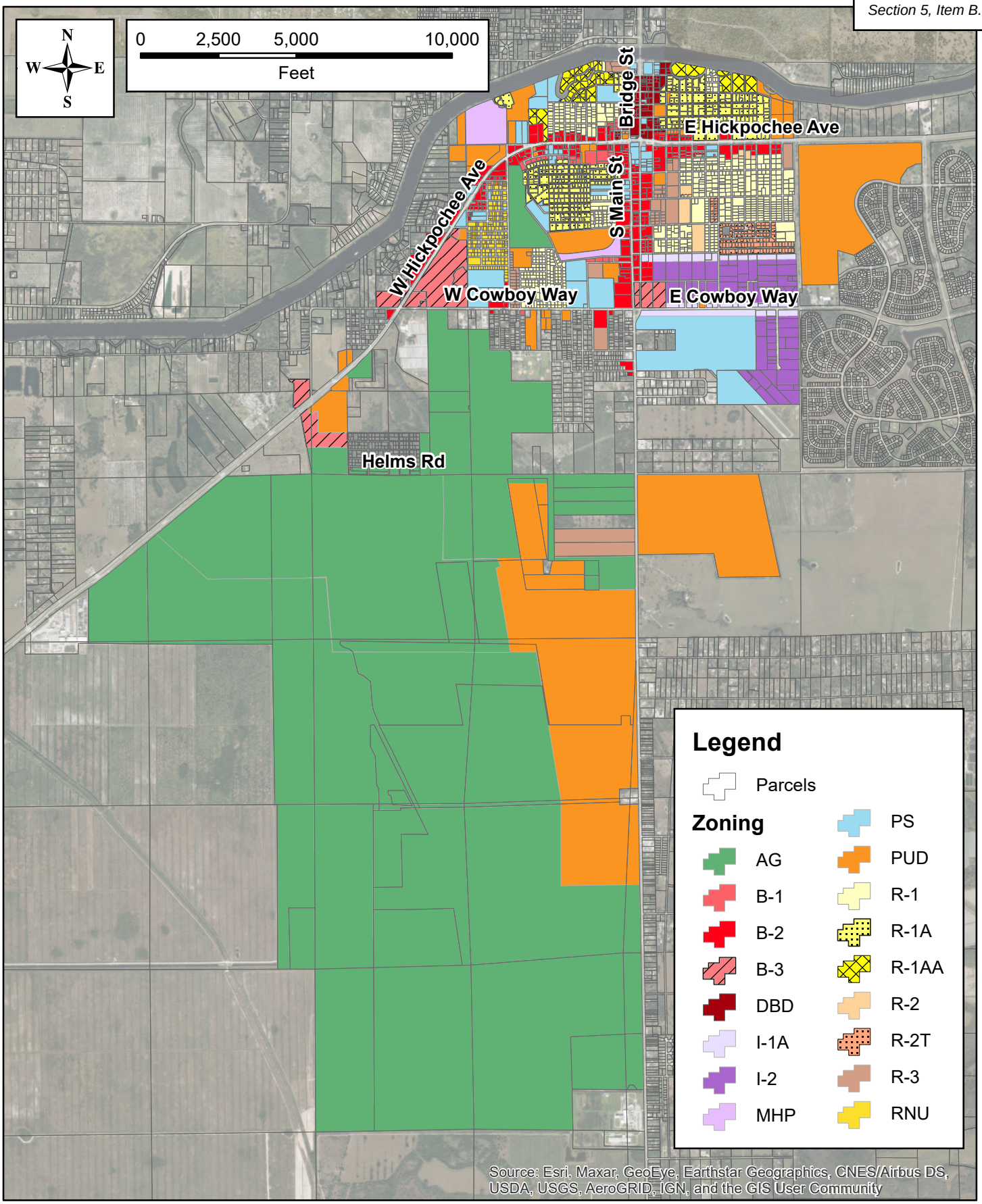

Figure 1.3: Zoning

LaBelle, FL

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Revision Date: 9/1/2022 Path: P:\22-1012 LaBelle Sewer Master Plan\16.0 GIS\Map Document\Report Figure Maps\Figure 1.3 - ZoningV3.mxd

1.4 EXISTING WASTEWATER SYSTEM SERVICE AREA

For the purposes of the Engineering Report the wastewater system service area represents the entire City limits, with a central wastewater treatment plant (WWTP), gravity collection mains, manholes, lift stations (6 of which are considered major) and their respective force mains. As cataloged from historical City information, Table 1.1 provides an overview of the wastewater system service components and Figure 1.4 depicts the physical extents of the wastewater system service area which is divided into corresponding lift station basins or area served by a particular lift station and the gravity mains flowing to it. A few of the lift stations pump directly to the gravity sewer system or other lift stations for repumping, however numerous lift stations are manifolded and utilize a common forcemain system.

Table 1.1 Wastewater System Component Overview

Wastewater Treatment Plant	Lift Stations*	Manholes	Forcemain Length (Miles)	Forcemain Size Range (Inch)	Gravity Main Length (Miles)	Gravity Main Size Range (Inch)
1	24	391	11	2 to 12	21	4 to 15

**Two lift stations are privately maintained (Aqua Isles and Oak Grove)*

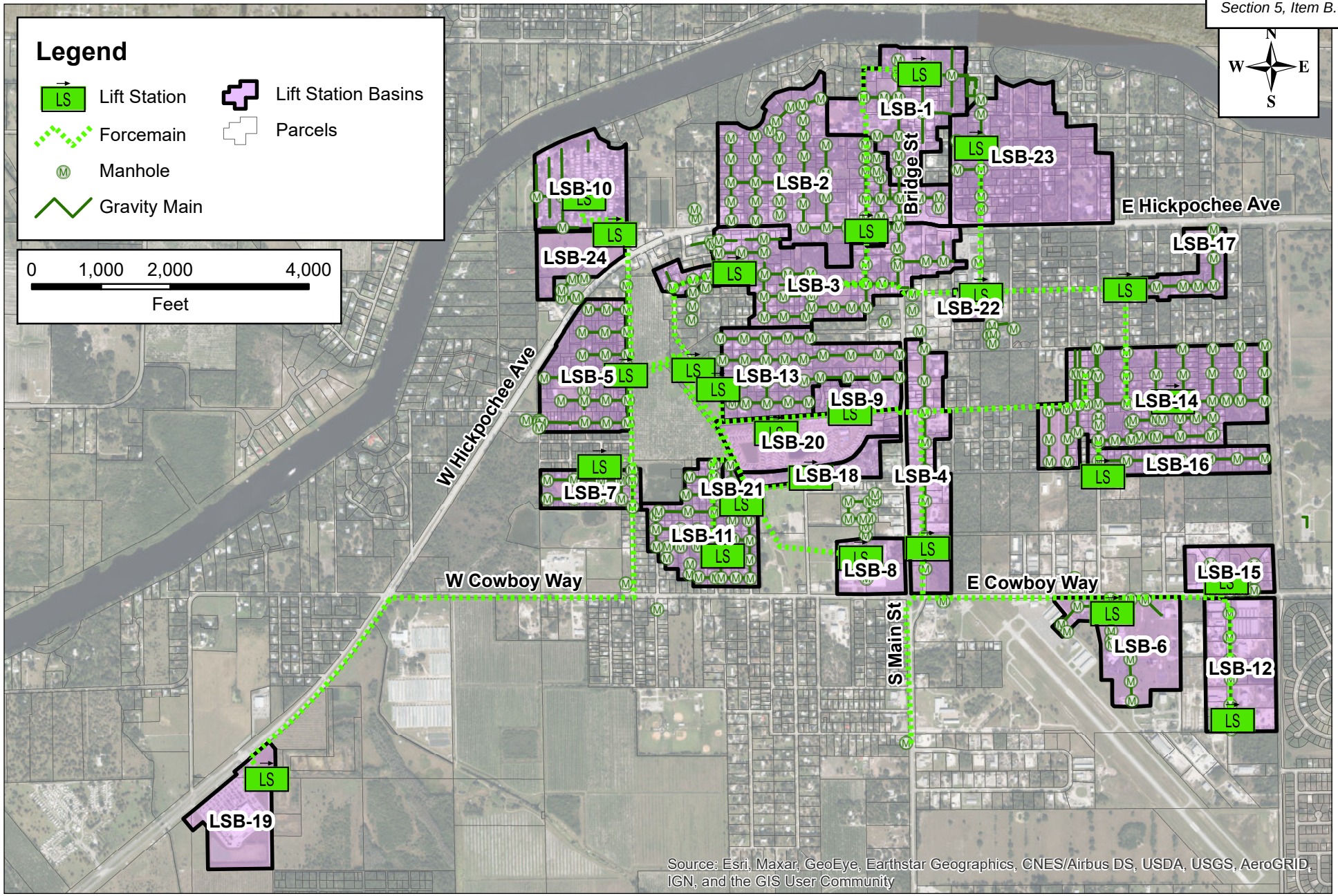

Figure 1.4: Lift Station Basins
Sewer System Service Area

LaBelle, FL

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Revision Date: 9/1/2022 Path: P:\22-1012 LaBelle Sewer Master Plan\16.0 GIS\Map Document\Report Figure Maps\Figure 1.4 - Lift Station BasinsV2.mxd

2.0 – EXISTING CONDITIONS

2.1 WASTEWATER SYSTEM COMPONENTS

2.1.1 WASTEWATER TREATMENT PLANT

The City owns and operates the LaBelle Wastewater Treatment Plant (WWTP), which is located at 370 Citrus Street. The WWTP began processing wastewater under its current system in 1999 with modifications in 2001. The WWTP receives domestic wastewater from the local community. This wastewater is treated within permitted water quality standards and the effluent is disposed of with a rapid infiltration basin (RIB) land application system. The WWTP operates under the Florida Department of Environmental Protection (FDEP) Permit Number FLA014283 (issued June 2019). The effluent flow from the WWTP has a permitted capacity of 0.75 million gallons per day (MGD) Annual Average Daily Flow (AADF). The facility generally consists of the following:

- Pretreatment
  - Overflow Box
  - Static Fine Screen
  - Grit Removal
- Influent and Headworks
  - A master pump station consisting of three submersible pumps
- Sequential Batch Reactor (SBR) System
  - Three SBR basins (Single sludge, activated sludge process)
  - Five blowers
  - Waste sludge pump
- Disinfection
  - One chlorine contact chamber
  - Sodium Hypochlorite feed
- Solids Handling
  - Two aerobic digestors with forced air from the blowers through a diffuser system
  - Belt filter press and conveyor system
  - Disposal at local Landfill
- Disposal
  - Effluent transfer pump station to RIB system
  - Public access reuse system (not utilized)
    - Two vertical turbine pumps
    - Discharge to the deep injection well at the reverse osmosis treatment plant (ROWTP)

The WWTP discharges its effluent through two outfalls: a RIB land application discharge and deep injection well at the ROWTP. Table 2.1 provides information on the permit parameters.

LaBelle WWTP

Table 2.1 Sewer System Permit – WWTP

Sewer System	FDEP Permit No.	Discharge Method	Effective Date	Expiration Date	Permit Parameters	Average Parameter Limits
City of LaBelle WWTP	FLA014283	1. Land Application (99-acre off-site rapid rate land application sytem)	11/3/2019	11/2/2024	Flow	0.75 MGD (Annual)
					BOD_5	30 mg/L (Max Monthly)
					TSS	30 mg/L (Max Monthly)
					pH	6.0 - 8.5
		2. Discharge to the deep injection well at the reverse osmosis treatment plant (ROWTP)			Fecal Coliform	200/100 mL (Max Monthly)
					Chlorine	0.5 mg/L (Min)
					Nitrogen	12 mg/L (Min)

2.1.2 FORCEMAIN AND LIFT STATION SYSTEMS

Forcemains

The City wastewater system includes 60,150 LF of forcemain which varies in size from 4- to 12-inch piping, with an 8-inch forcemain discharging from the WWTP to the RIB system. LS 16 and LS 21 are the only two of the 24 lift station that discharge to a manhole, all other 22 lift stations are manifold.

The forcemains are constructed of polyvinyl chloride (PVC), cast iron and ductile iron, however, the exact length of each material is unknown.

Lift Stations

As noted in Section 1.4, there are 24 lift stations in the City's wastewater system, however only 22 were evaluated as part of this study, as the other two were determined to be privately owned. Table 2.2 below provides a general overview of each lift station, then the subsequent sections provide a more specific table and site picture with information on the lift stations including location, station type, wet well size and depth, piping material, pump information and discharge location. Each lift station table includes information representing the original design rating (if known) and the results of field conducted draw down testing.

Additionally, Figure 2.1 is provided below to show an overall flow schematic of the City's collection and pumping system that details the lift station routes to the WWTP.

Table 2.2 – Lift Station Summary

Lift Station Number	Location	Pump Type	Pump Discharge Size (In)	Pump Manufacturer	Motor HP	No. Pumps	Model
LS-1	6 Park Ave.	Submersible	4"/6"	Flygt	10	2	CP3127
LS-2	141 W. Hickpochee Ave.	Submersible	6"	Flygt	10	2	CP3127
LS-3	500 2nd Ave.	Submersible	10"	Flygt	30	2	CP3201
LS-4	Bridge St. (Ford)	Submersible	4"/6"	Flygt	10	2	**
LS-5	MLK / Suwanee St.	Submersible	4"	Flygt	4.7	2	CP3127
LS-6	Pratt Blvd.	Submersible	4"	Aurora	15	2	S4HRC
LS-7	Collier Ave. / New York St.	Submersible	4"	Flygt	4.0	2	CP3102
LS-8	LaBelle Elementary	Submersible	3"	**	5	2	**
LS-9	Kathryn St.	Submersible	4"	**	15	2	**
LS-10*	Aqua Isles	Submersible	**	**	**	2	**
LS-11	Maddox St.	Submersible	4"	Flygt	15	2	CP3140
LS-12	Commerce Dr.	Submersible	6"	Flygt	23	2	CP3152
LS-13	Citrus St. Next to WWTP	Submersible	6"/4"	Flygt	7.5	2	CP3127
LS-14	Seminole Ave.	Submersible	6"/4"	Flygt	30	2	CP3170
LS-15	11 Hopson Road	Submersible	4"	Flygt	23	2	Unknown
LS-16	Elm St.	Submersible	4"	Flygt	3	2	CP3085
LS-17	Cypress / Broward	Submersible	6"	Flygt	20	2	CP3152
LS-18	Jacee Lyons Dr.	Submersible	4"	Flygt	3	2	CP3085
LS-19	Wal-Mart	Submersible	4"	Flygt	6.5	2	NP3102
LS-20*	Oak Grove	Submersible	**	**	**	2	**
LS-21	Citrus St.	Submersible	2"	Keen	2	2	KG2
LS-22	City Village	Submersible	4"/6"	Sulzer	3.75	2	XDP100C-CB1
LS-23	Washington / Missouri	Submersible	4"	Sulzer	12.1	2	XDP100E CB1
LS-24	Bell Arbor	Submersible	6"	Sulzer	16.8	2	XFP 81 E VX

**Private*
***Unknown*

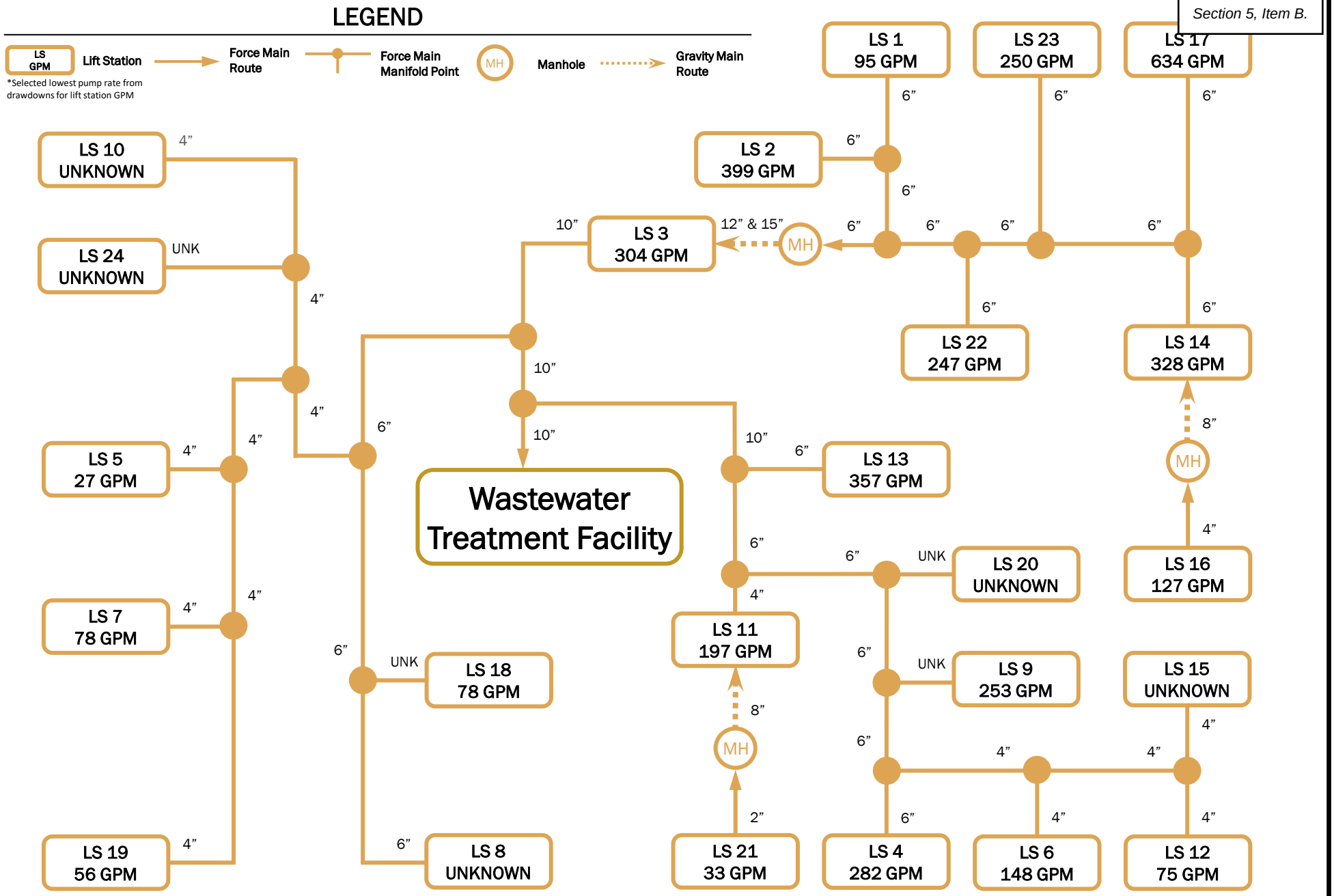

Figure 2.1: Wastewater Collection System Schematic

City of LaBelle, Florida

FOUR WATERS ENGINEER

Lift Station No. 1

LS-1			
Location:	Bridge Street (Foot of Bridge) – 6 Park Ave.	Type:	Duplex Submersible

Wet Well	
Size:	6-feet
Depth:	14-feet
Material/ Coating:	Concrete / Coal Tar
Generator	No

Pump	
Design Rating:	Not Available
Draw Down Rating:	P1 113 gpm / P2 95 gpm
Discharge Pressure:	40 psi
Manufacturer / Model:	Flygt / CP3127
Horsepower:	10 Hp

Discharge	
Piping Size:	4-/6-inch
Piping Material:	Ductile Iron
Location:	MH 42 at the Corner of 2nd Avenue and Howe Avenue

Lift Station No. 2

LS-2					
Location:	80/Hall Street – 141 W. Hickpochee Ave.		Type:	Duplex Submersible	
Wet Well		**Pump**		**Discharge**	
Size:	6-feet	Design Rating:	Not Available	Piping Size:	6-inch
Depth:	18-feet	Draw Down Rating:	P1 399 gpm / P2 488 gpm	Piping Material:	Ductile Iron
Material/ Coating:	Concrete/Coal Tar Epoxy	Discharge Pressure:	3 psi	Location:	MH 42 at the Corner of 2nd Avenue and Howe Avenue
Generator	No	Manufacturer / Model:	Flygt / CP3127		
		Horsepower:	10 Hp		

Lift Station No. 3

LS-3			
Location:	2nd Ave (Behind City Hall) – 500 2nd Ave.	Type:	Duplex Submersible

Wet Well	
Size:	10-feet
Depth:	20-feet
Material/ Coating:	Concrete / Coal Tar Epoxy
Generator	No

Pump	
Design Rating:	Not Available
Draw Down Rating:	P1 793 gpm / P2 304 gpm
Discharge Pressure:	Not Available
Manufacturer / Model:	Flygt / CP3201
Horsepower:	30 Hp

Discharge	
Piping Size:	10-inch
Piping Material:	Ductile Iron
Location:	WWTP Headworks

Lift Station No. 4

LS-4							
Location:	Bridge St. (Ford) – 901 S Bridge St			Type:	Duplex Submersible		
Wet Well				Pump		Discharge	
Size:	6-feet			Design Rating:	Not Available	Piping Size:	4-/6-inch
Depth:	18-feet			Draw Down Rating:	P1 331 gpm / P2 282 gpm	Piping Material:	Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy			Discharge Pressure:	15 psi	Location:	WWTP Headworks
Generator	No			Manufacturer / Model:	Flygt / Unknown		
				Horsepower:	10 Hp		

Lift Station No. 5

LS-5					
Location:	MLK/Suwanee St		Type:	Duplex Submersible	
Wet Well			**Pump**		**Discharge**
Size:	6-feet		Design Rating:	Not Available	Piping Size: 4-inch
Depth:	16-feet		Draw Down Rating:	P1 331 gpm / P2 282 gpm	Piping Material: Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy		Discharge Pressure:	Not Available	
Generator	No		Manufacturer / Model:	Flygt / CP3127	Location: WWTP Headworks
			Horsepower:	4.7 Hp	

Lift Station No. 6

LS-6					
Location:	Pratt Blvd		Type:	Duplex Submersible	
Wet Well		**Pump**		**Discharge**	
Size:	6-feet	Design Rating:	Not Available	Piping Size:	4-inch
Depth:	16-feet	Draw Down Rating:	P1 148 gpm / P2 148 gpm	Piping Material:	Ductile Iron
Material/ Coating:	Concrete / None	Discharge Pressure:	Not Available	Location:	WWTP Headworks
Generator	No	Manufacturer / Model:	Aurora / S4HRC		
		Horsepower:	15 Hp		

Lift Station No. 7

LS-7			
Location:	Collier Ave / New York St.	Type:	Duplex Submersible

Wet Well		Pump		Discharge	
Size:	6-feet	Design Rating:	Not Available	Piping Size:	4-inch
Depth:	17-feet	Draw Down Rating:	P1 148 gpm / P2 148 gpm	Piping Material:	Ductile Iron
Material/ Coating:	Brick/ Concrete / Coal Tar Epoxy	Discharge Pressure:	Not Available	Location:	WWTP Headworks
Generator	No	Manufacturer / Model:	Flygt / CP3102		
		Horsepower:	4 Hp		

Lift Station No. 8

LS-8					
Location:	LaBelle Elementary		Type:	Duplex Submersible	
Wet Well		**Pump**		**Discharge**	
Size:	5-feet	Design Rating:	Not Available	Piping Size:	3-inch
Depth:	8-feet	Draw Down Rating:	Could not complete	Piping Material:	PVC
Material/ Coating:	Concrete / None	Discharge Pressure:	Not Available	Location:	WWTP Headworks
Generator	No	Manufacturer / Model:	Unknown		
		Horsepower:	5 Hp		

Lift Station No. 9

LS-9							
Location:	Kathryn St.			Type:	Duplex Submersible		
Wet Well			**Pump**			**Discharge**	
Size:	6-feet		Design Rating:	Not Available		Piping Size:	4-inch
Depth:	13-feet		Draw Down Rating:	P1 253 gpm / P2 587 gpm		Piping Material:	Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy		Discharge Pressure:	Not Available		Location:	WWTP Headworks
Generator	No		Manufacturer / Model:	Unknown			
			Horsepower:	Hp			

Lift Station No. 10

LS-10					
Location:	Aqua Isles – 900 Aqua Isles Blvd		Type:	-	
Wet Well			**Pump**		**Discharge**
Size:	-		Design Rating:	-	Piping Size: -
Depth:	-		Draw Down Rating:	-	Piping Material: -
Material/ Coating:	-		Discharge Pressure:	-	Location: -
Generator	-		Manufacturer / Model:	-	
			Horsepower:	-	

This lift station was not evaluated as a part of the study.

Lift Station No. 11

LS-11					
Location:	Maddox St. – 901 Maddox St.		Type:	Duplex Submersible	
Wet Well		**Pump**		**Discharge**	
Size:	6-feet	Design Rating:	Not Available	Piping Size:	4-inch
Depth:	18.5-feet	Draw Down Rating:	P1 197 gpm / P2 197 gpm	Piping Material:	Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy	Discharge Pressure:	Not Available	Location:	WWTP Headworks
Generator	No	Manufacturer / Model:	Flygt / CP3140		
		Horsepower:	15 Hp		

Lift Station No. 12

LS-12							
Location:	Commerce Dr. – 1225 Commerce Dr.			Type:	Duplex Submersible		
Wet Well			**Pump**			**Discharge**	
Size:	8-feet		Design Rating:	Not Available		Piping Size:	6-inch
Depth:	16-feet		Draw Down Rating:	P1 138 gpm / P2 75 gpm		Piping Material:	Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy		Discharge Pressure:	35 psi		Location:	WWTP Headworks
Generator	No		Manufacturer / Model:	Flygt / CP3152			
			Horsepower:	23 Hp			

Lift Station No. 13

LS-13							
Location:	Citrus St. Next to WWTP – 370 Citrus St.		Type:	Duplex Submersible			
Wet Well			Pump			Discharge	
Size:	8-feet		Design Rating:	Not Available		Piping Size:	4-/6-inch
Depth:	19-feet		Draw Down Rating:	P1 357 gpm / P2 357 gpm		Piping Material:	Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy		Discharge Pressure:	5 psi		Location:	WWTP Headworks
Generator		Powered by WWTP	Manufacturer / Model:	Flygt / CP3127			
			Horsepower:	7.5 Hp			

Lift Station No. 14

LS-14							
Location:	Seminole Ave. – 751 E. Seminole Ave.			Type:	Duplex Submersible		
Wet Well			Pump			Discharge	
Size:	6-feet		Design Rating:	Not Available		Piping Size:	4-/6-inch
Depth:	18-feet		Draw Down Rating:	P1 328 gpm / P2 434 gpm		Piping Material:	Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy		Discharge Pressure:	35 psi		Location:	MH 42 at the Corner of 2nd Avenue and Howe Avenue
Generator	No		Manufacturer / Model:	Flygt / CP3170			
			Horsepower:	30 Hp			

Lift Station No. 15

LS-15			
Location:	Cowboy Cr. – 961 Cowboy Cr. (Lisa St. John)	Type:	Duplex Submersible

Wet Well	
Size:	7-foot
Depth:	18.5-feet
Material/ Coating:	Concrete / Coal Tar Epxoy
Generator	No

Pump	
Design Rating:	Not Available
Draw Down Rating:	P1 0 gpm / P2 48 gpm
Discharge Pressure:	60 psi
Manufacturer / Model:	Flygt / Unknown
Horsepower:	23 Hp

Discharge	
Piping Size:	4-inch
Piping Material:	Ductile Iron
Location:	WWTP Headworks

Lift Station No. 16

LS-16							
Location:	Elm St. - 691 Elm St.			Type:	Duplex Submersible		
Wet Well			Pump			Discharge	
Size:	5-feet		Design Rating:	Not Available		Piping Size:	4-inch
Depth:	21-feet		Draw Down Rating:	P1 127 gpm / P2 152 gpm		Piping Material:	Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy		Discharge Pressure:	2 psi		Location:	MH 42 at the Corner of 2nd Avenue and Howe Avenue
Generator	No		Manufacturer / Model:	Flygt / CP3085			
			Horsepower:	3 Hp			

Lift Station No. 17

LS-17							
Location:	Cypress/Broward – 591 Broward Ave.			Type:	Duplex Submersible		
Wet Well			Pump			Discharge	
Size:	8-feet		Design Rating:	Not Available		Piping Size:	6-inch
Depth:	19-feet		Draw Down Rating:	P1 29 gpm / P2 20 gpm		Piping Material:	Ductile Iron
Material/ Coating:	Concrete / Coal Tar Epoxy		Discharge Pressure:	Not Available		Location:	MH 42 at the Corner of 2nd Avenue and Howe Avenue
Generator	No		Manufacturer / Model:	Flygt / CP3152			
			Horsepower:	20 Hp			

Lift Station No. 18

LS-18							
Location:	Jacee Lyons Dr. – 115 Jacee Lynos Dr.			Type:	Duplex Submersible		
Wet Well			**Pump**			**Discharge**	
Size:	6-foot		Design Rating:	Not Available		Piping Size:	4-inch
Depth:	13.5		Draw Down Rating:	P1 78 gpm / P2 78 gpm		Piping Material:	PVC / Ductile Iron
Material/ Coating:	Concrete / None		Discharge Pressure:	Not Available		Location:	WWTP Headworks
Generator	No		Manufacturer / Model:	Flygt/ CP3085			
			Horsepower:	3 Hp			

Lift Station No. 19

LS-19							
Location:	Wal – Mart 1951 W. Hickpochee Ave.			Type:	Duplex Submersible		
Wet Well			**Pump**			**Discharge**	
Size:	6-feet		Design Rating:	Not Available		Piping Size:	4-inch
Depth:	18’		Draw Down Rating:	P1 56 gpm / P2 127 gpm		Piping Material:	Ductile Iron
Material/ Coating:	Concrete / None		Discharge Pressure:	30 psi		Location:	WWTP Headworks
Generator	No		Manufacturer / Model:	Flygt / NP3102			
			Horsepower:	6.5 Hp			

Lift Station No. 20

LS-20			
Location:	Oak Grove – 520 S. Main	Type:	-

Wet Well		Pump		Discharge	
Size:	-	Design Rating:	-	Piping Size:	-
Depth:	-	Draw Down Rating:	-	Piping Material:	-
Material / Coating:	-	Discharge Pressure:	-	Location:	-
Generator	-	Manufacturer / Model:	-		
		Horsepower:	-		

This lift station was not evaluated as a part of the study.

Lift Station No. 21

LS-21							
Location:	Citrus St.			Type:	Duplex Submersible		
Wet Well			Pump			Discharge	
Size:	4-feet		Design Rating:	20 gpm @ 8' TDH		Piping Size:	2-inch
Depth:	11-feet		Draw Down Rating:	P1 96 gpm / P2 33 gpm		Piping Material:	PVC
Material/ Coating:	Fiberglass / None		Discharge Pressure:	11 psi		Location:	MH 305 at the Corner of Citrus Street and Pamona Avenue
Generator	No		Manufacturer / Model:	Keen / KG2			
			Horsepower:	2 Hp			

Lift Station No. 22

LS-22			
Location:	City Village	Type:	Duplex Submersible

Wet Well	
Size:	6-feet
Depth:	12-feet
Material/ Coating:	Concrete / None
Generator	No

Pump	
Design Rating:	112 gpm @ 15' TDH
Draw Down Rating:	P1 282 gpm / P2 247 gpm
Discharge Pressure:	1 psi
Manufacturer / Model:	Sulzer / XDP100C-CB1
Horsepower:	3.75 Hp

Discharge	
Piping Size:	4-/6-inch
Piping Material:	HDPE
Location:	MH 42 at the Corner of 2nd Avenue and Howe Avenue

Lift Station No. 23

LS-23					
Location:	Washington / Missouri		Type:	Duplex Submersible	
Wet Well			**Pump**		**Discharge**
Size:	6-feet		Design Rating:	130 gpm @ 65' TDH	Piping Size:	4-inch
Depth:	26-feet		Draw Down Rating:	P1 462 gpm / P2 250 gpm	Piping Material:	HDPE
Material/ Coating:	Concrete / IET Polymorphic Resin		Discharge Pressure:	15 psi	Location:	MH 42 at the Corner of 2nd Avenue and Howe Avenue
Generator	Yes		Manufacturer / Model:	Sulzer / XFP 100E-CB1		
			Horsepower:	12.1 Hp		

Lift Station No. 24

LS-24							
Location:	Bell Arbor			Type:	Duplex Submersible		
Wet Well			**Pump**			**Discharge**	
Size:	8		Design Rating:	135 gpm @ 90' TDH		Piping Size:	6-inch
Depth:	23		Draw Down Rating:	Could not complete		Piping Material:	HPDE
Material / Coating:	Concrete / Coal Tar Epoxy		Discharge Pressure:	23 psi		Location:	WWTP Headworks
Generator	No		Manufacturer / Model:	Sulzer / XFP 81 E VX			
			Horsepower:	16.8 Hp			

2.1.3 GRAVITY SEWER SYSTEMS

The City pumping and collection system, as noted in Section 1.4, utilizes approximately 11 miles of forcemain and has been designed with routes of gravity sewer mains that total over 21 miles in length with approximately 391 manholes.

The gravity sewer mains range in size from 4- to 15-inch. The gravity sewer mains are constructed of PVC, clay, cast iron and ductile iron, however, the exact length of each material is unknown.

The manholes in the system are constructed of precast concrete or in older sewer basins of the system some of the manholes may be brick.

2.2 POPULATION AND WASTEWATER GENERATION RATES

2.2.1 BASE POPULATION FOR WASTEWATER SYSTEM

Development of a base or existing population is critical to this Engineering Report, as it is used for the determination of a per capita wastewater demand and any required future growth projections, which will ultimately assist with understanding of the required pumping capacity of a lift station. As previously mentioned, a lift station basin represents the extents of an area served by a specific lift station and the corresponding gravity mains flowing to it. 4Waters examined existing historical data and available GIS data including wastewater lift station basins, parcels, zoning/land use type, aerial imagery and water meter locations to determine an overall number of house holds within a specified lift station basin. Table 2.4 below shows a breakdown of the number of house holds and population (single family or multifamily) for each basin and if the lift station basin received wastewater flows from a commercial or institutional type contributor.

Table 2.4: Households and Population (Single/Multi Family) and Commercial per Basin

Lift Station Number	Single Family (# of House Holds)	Single Family Population (People)*	Multi Family (# of House Holds)	Multi Family Population (People)**	Commercial / Institutional / Industrial Component
LS-1	0	0	0	0	Yes
LS-2	93	252	0	0	Yes
LS-3	81	220	0	0	Yes
LS-4	3	8	0	0	Yes
LS-5	42	114	0	0	No
LS-6	0	0	0	0	Yes
LS-7	40	108	0	0	No
LS-8	0	0	0	0	Yes
LS-9	21	57	2	4	Yes
LS-10	0	0	175	349	No
LS-11	128	347	0	0	No
LS-12	0	0	0	0	Yes
LS-13	70	190	0	0	Yes
LS-14	179	485	21	42	No
LS-15	0	0	0	0	Yes
LS-16	43	117	0	0	No
LS-17	20	54	0	0	Yes
LS-18	96	260	0	0	Yes
LS-19	0	0	0	0	Yes
LS-20	0	0	183	366	Yes
LS-21	9	24	0	0	No
LS-22	15	41	0	0	No
LS-23	0	0	25	50	Yes
LS-24	0	0	0	0	Yes
Total	**840**	**2,276**	**406**	**811**	**-**
Total People	**3,087**				**-**

**Utilizes 2.71 people per single family house hold as indicated in the 2019 Comprehensive Plan*

***Utilizes 2.0 people per multi family house hold based on research provided by the US Census*

2.3.3 WASTEWATER GENERATION RATES

The first step in this analysis is to develop an understanding of the historic wastewater generation rates, and specifically the domestic sewer generation rates. The monthly Average Daily Flow (ADF) was calculated by averaging the total monthly sewer generation flow for the City and dividing by the number of days in each month.

The distinction and determination of significant or large industrial, institutional and commercial uses was made for the City system so that when the system per capita rate was calculated it would more accurately represent the flow associated with each permanent resident and the corresponding commercial and institutional wastewater generation rates typical of neighborhood support facilities and the character of the areas. Therefore, when the per capita rate was used in conjunction with any required projected population growth, the projected wastewater generation rates reflect only the commercial and institutional flows associated with residential developments.

The domestic flow for the City was derived by removing large commercial, institutional and industrial flows from the totalized flows measured at the WWTP. The monthly ADF sewer generation rates for the various sources discharging to the City WWTP for 12 month period from Jan 2022 to Dec 2022 are presented in Table 2.5.

Table 2.5: WWTP Wastewater Generation Rates

Date	WWTP Monthly ADF (MGD)
Jan-22	0.41
Feb-22	0.41
Mar-22	0.41
Apr-22	0.40
May-22	0.38
Jun-22	0.44
Jul-22	0.43
Aug-22	0.47
Sep-22	0.60
Oct-22	0.56
Nov-22	0.50
Dec-22	0.45

Numbers based on Influent DMR Records

2.3.4 WASTEWATER PER CAPITA GENERATION RATE

Development of a per capita value is critical to this Engineering Report, as it is used for the determination of the projected future wastewater generation rates for any added developments to the existing list station basins. A per capita wastewater generation rate used for flow projection determination should not be overly influenced by I&I as newly constructed sewer systems should not be susceptible to significant amounts of I&I, therefore, it is desirable to use sewer generation data from a predominantly dry period which still incorporates some background I&I. Rainfall data from NOAA rain gauges was used to determine these dry periods. The per capita wastewater generation rate for the City was calculated by dividing the adjusted domestic monthly ADF during dry periods, by the base sewer population as described in Section 2.2.1. The sewer generation per capita rate for the City is provided in Table 2.6.

Table 2.6: Wastewater Generation Per Capita Rates

Per Capita Rate (gpc/d)
140

The 140 gallons per capita per day (gpcd) is in line with the adopted level of service in the City's 2019 Comprehensive Plan.

3.0 – CURRENT STATE ASSESSMENT

One of the primary tasks of the Engineering Report is the general evaluation of the existing lift stations within the wastewater transmission system. These evaluations included field inspections and staff interviews to understand completed CIP projects and system improvements in addition to any concerns or needs. A summary of the field evaluations and status of the facilities is detailed in Sections 3.1 and 3.2.

Charles Cobb with Chatham Engineering, Inc., a professional electrical engineer, accompanied 4Waters staff on the field inspections and provided the electrical and controls system assessments. Charles Cobb regularly provides electrical engineering design and evaluation services and is familiar with City's standards, staff and facilities.

3.1 WASTEWATER SYSTEM COMPONENTS

The following sections summarize the assessments of the physical condition and capacity of the existing lift stations evaluated in this study. A general physical condition assessment of the WWTP was additionally completed and capacity and treatment levels were examined.

Recommendations for rehabilitation capital improvements encompassing the major lift stations and WWTP are provided in Section 4.0 Recommended Actions – Implementation Plan.

3.1.1 WASTEWATER TREATMENT PLANT – PROCESS ASSESMENT

The City's existing WWTP is a 0.75 MGD Aqua-Aerobic System, Inc. sequencing batch reactor (SBR) facility which discharges to a rapid infiltration basin (RIB) system. Currently, the WWTP provides basic screening prior to the SBRs and chlorination of the effluent prior to pumping to the RIBs. The WWTP has a disc filter to assist with meeting restricted access reuse, however it is non-operational. Additional there is an 8-inch forcemain that can discharge effluent to the deep injection well at the existing reverse osmosis water treatment plant (ROWTP).

Residuals are put through the belt filter press and hauled to a landfill. Based on discharge monitoring reports for a recent 24-month period the facility appears to consistently meet all permit requirements, with the exception of Total Suspended Solid (TSS) for November 2021, March 2022, April 2022, June 2022 and July 2022. This was due mostly in part to one of the SBR basins being down, which has now been repaired and is back in service. There were also a few months with Fecal exceedances. 3.1 provides a summary of treatment levels for May 2019 through April 2022 for the WWTP in comparison to the permitted levels.

Table 3.1 WWTP *Treatment Levels*

Date (MO-YR)	Max Monthly Average Effluent BOD (mg/L)	Max Monthly Average Effluent TSS (mg/L)	Max Monthly Fecal Coliform Geometric Mean (200 Mo Geomn)	Average Effluent pH (Min/Max)	Nitrogen, Nitrate, Total Monthly Average (mg/L)
Jan-21	5.00	20.00	0.50	6.0/7.7	0.56
Feb-21	8.00	16.40	0.50	6.2/7.15	0.40
Mar-21	6.00	15.70	4.10	6.5/7.2	0.20
Apr-21	4.00	16.70	6.80	6.5/7.9	0.10
May-21	7.00	17.20	200.00	6.5/7.4	0.05
Jun-21	5.00	22.00	6.00	6.5/7.48	0.02
Jul-21	3.00	19.50	**400.00**	6.7/7.6	0.06
Aug-21	4.00	16.70	28.00	6.5/7.9	0.02
Sep-21	4.00	19.60	75.21	7.27/7.47	0.01
Oct-21	6.00	14.00	100.00	7.2/7.6	0.47
Nov-21	9.00	**32.70**	**400.00**	7.3/7.79	0.42
Dec-21	6.00	24.80	31.90	7.1/7.6	0.11
Jan-22	9.00	27.50	1.19	7.3/7.6	0.60
Feb-22	5.00	25.00	0.50	6.9/7.5	0.33
Mar-22	8.00	**32.70**	**400.00**	6.9/7.4	0.53
Apr-22	7.00	**38.10**	7.80	7.0/7.3	0.91
May-22	6.00	24.88	79.00	7.0/7.5	0.94
Jun-22	4.80	**41.30**	1.00	6.9/7.3	0.39
Jul-22	2.00	**31.30**	1.41	6.8/7.3	0.40
Aug-22	4.80	18.70	1.15	6.9/7.4	1.78
Sep-22	5.30	8.70	1.41	6.9/7.5	1.04
Oct-22	2.50	14.00	2.66	7.1/7.4	0.82
Nov-22	2.80	7.90	8.08	7.1/7.3	0.94
Dec-22	3.60	11.40	21.67	6.9/7.1	1.17
Permit Limits	**30.00**	**30.00**	**200**	**6.0 - 8.5**	**12.0**

3.1.2 WASTEWATER TREATMENT PLANT – AVAILABLE CAPACITY

Table 3.2 provides an analysis of the historic metered effluent flows through the City's WWTP over the 24-month period from Jan 2021 through Dec 2022. The analysis includes an evaluation of the monthly average daily flow (ADF), which have set permit limits for the facility.

Table 3.2 WWTP *Historic and Permitted Monthly ADF Comparison*

Date (MO-YR)	Monthly ADF (MGD)
Jan-21	0.345
Feb-21	0.336
Mar-21	0.398
Apr-21	0.360
May-21	0.351
Jun-21	0.308
Jul-21	0.380
Aug-21	0.456
Sep-21	0.412
Oct-21	0.369
Nov-21	0.444
Dec-21	0.419
Jan-22	0.413
Feb-22	0.413
Mar-22	0.406
Apr-22	0.398
May-22	0.376
Jun-22	0.436
Jul-22	0.429
Aug-22	0.467
Sep-22	0.603
Oct-22	0.562
Nov-22	0.501
Dec-22	0.454
Average (MGD)	**0.418**
Maximum (MGD)	**0.603**
Permit Limits (MGD)	0.750

Based on the historic monthly average daily flows over the noted 24-month period, the WWTP is currently operating at 56% of permitted capacity. The WWTP has sufficient capacity available for the current customer base population and has not had any permitted exceedances during the evaluation period. The facility has enough treatment capacity available with the existing infrastructure to provide service for the existing sewer users.

3.1.3 WASTEWATER TREATMENT PLANT – PHYSICAL ASSESSMENT

WWTP
Civil/Mechanical • Headworks requires new static screen. • Equalization Tank is required to manage variations in flow and pollutant loading. New transfer pumps are needed to pump from head works to the new Equalization Tank. • Master Lift Station requires improvements including pumps, controls and electrical equipment.

3.1.4 PUMPING AND FORCEMAIN SYSTEMS

4Waters with City staff conducted field inspections of 22 sewer lift station facilities in July 2022. The assessments evaluated the pumps, piping, controls, electrical systems, instrumentation, wet well and other structures at the lift station sites. A summary of the noted deficiencies is provided below for each individual lift station. As noted in Section 2.1.2, two lift stations were not included in the evaluation effort, because they are privately owned.
Overall the lift station facilities which were visited were generally secure, pumps and equipment were operational, and the sites were neat and clear. It appears that good housekeeping measures are maintained along with important routine maintenance efforts such as regular removal of grease from wet wells.

LS-1
Civil/Mechanical • Pumps are over 15 years old. • Wet well lacks liner – exposed concrete. • Ductile iron piping and fittings in valve vault in good condition. • Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded. • Water service lacks back flow preventor. • Site lacks generator. • No safety grating on wet well. Electrical • H2S in panel. • Bonding in meter and back plate. • Grounding unknown. • Neutral to insulated neutral BUS. • Surge protection appears to have failed. • No site lighting.

LS-2

Civil/Mechanical

- Pumps are over 15 years old.
- Wet well lacks liner – exposed concrete.
- Ductile iron piping and fittings in valve vault in good condition.
- Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded.
- No water service.
- Site lacks generator.
- No permanent safety grating on wet well.

Electrical

- Grounding wrong and not per NEC,
- No external disconnect switch.
- Equipment rack is leaning and not anchored properly.
- No bonding after meter.
- Surge protection has failed.
- No site lighting.

LS-3 * Major Station

Civil/Mechanical

- Pumps are over 15 years old; need to plan for replacement in next 5 years.
- Wet well lacks liner – exposed concrete.
- Ductile iron piping and fittings in valve vault in good condition.
- Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded.
- No water service.
- Site lacks generator.
- No safety grating on wet well.

Electrical

- Float and pump cables come through same junction box.
- Grounding is not per NEC and poor with single ground rod at the meter with acorn nut.
- Bonding in meter w/ equipment-grounding conductor extended to panel.
- Generator conductors not connected to the emergency circuit breaker.
- Circuit breaker is in panel with slide block.
- All power distribution equipment is in control panel.
- APT surge protection unit has failed.
- No site lighting.

LS-4 * Major Station

Civil/Mechanical

- Pumps are over 15 years old; need to plan for replacement in next 5 years.
- Wet well lacks liner – exposed concrete.
- Ductile iron pipe and ductile iron 90° bends in wet well – Poor/Catastrophic Condition - extremely corroded.
- Ductile iron piping, fittings and valves in valve vault in Poor/Catastrophic Condition - paint wearing off, completely underwater and signs of corrosion.
- No water service.
- Site lacks generator.
- No safety grating on wet well.

Electrical

- Panel is obstructed by fence.
- Disconnect switch (3R) is obstructed by fence and rusty.
- Grounding is in meter and reached the end of useful life.
- No overcurrent protection.
- No surge protection.
- No site lighting.

LS-5 * Major Station

Civil/Mechanical

- Pumps are over 30 years old; need to plan for replacement in next 5 years.
- Wet well lacks liner – exposed concrete.
- Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded.
- Ductile iron piping, fittings and valves in valve vault in Fair Condition - paint wearing off and signs of corrosion.
- Concrete foundation is undermined.
- No water service.
- Site lacks generator.
- No safety grating on wet well.

Electrical

- Panel power distribution in fair condition.
- No surge protection.
- No bonding.
- General neutral has failed.
- No site lighting.

LS-6

Civil/Mechanical

- Pumps are over 30 years old.
- Wet well lacks liner – exposed concrete and brick.
- Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded.
- Ductile iron piping, fittings and valves in valve vault in Fair Condition - paint wearing off and signs of corrosion.
- No water service.
- Site lacks generator.
- No safety grating on wet well.

Electrical

- Panel needs to be replaced.
- No grounding.
- Uncertain power distribution.
- No surge protection.
- No site lighting.

LS-7

Civil/Mechanical

- Pumps are over 25 years old.
- Wet well lacks liner – exposed concrete and brick.
- Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded.
- Ductile iron piping, fittings and valves in valve vault in Poor Condition – extremely corroded and due to limited space maintenance is an issue.
- Water service lacks back flow preventor.
- Site lacks generator.
- No safety grating on wet well.

Electrical

- Neutral bonded in meter.
- Neutral and ground (electrical ground terminal) terminated to insulated neutral bus in panel.
- Control panel has large hole in bottom.
- Panel mounted close to ground.
- Pump cables pulled directly into panel
- No junction box.
- Power distribution all within panel.
- No surge protection.
- No site lighting.

LS-8
Civil/Mechanical • Pump(s) is/are over 25 years old. • Wet well lacks liner – exposed concrete and brick. • PVC pipe and PVC 90° bends in wet well - Fair Condition. • PVC, fittings and valves in valve vault in Fair Condition. • No water service. • Site lacks generator. • No safety grating on wet well. Electrical • Continual low voltage trip failures. The pumps are rated for 230V utilization power but school pad mounted transformer is 208Y/120V 3-phase 4-wire system, which are not compatible. • Bad grounding. • No surge protection. • No junction box. • No site lighting.

LS-9 * Major Station
Civil/Mechanical • Pumps are over 15 years old; need to plan for replacement in next 5 years. • Wet well lacks liner – exposed concrete. • Ductile iron pipe and ductile iron 90° bends in wet well – Poor/Catastrophic Condition - extremely corroded. • Ductile iron piping, fittings and valves in valve vault in Poor/Catastrophic Condition - paint wearing off, completely underwater and signs of corrosion. • Water service lacks back flow preventor. • Site lacks generator. • No safety grating on wet well. Electrical • Service pole, meter, disconnect switch and electrical box are all outside of the fence. • Disconnect switch (3R). • H2S infiltration and corrosion in. • Neutral BUS in Panel – Ground possible terminated to BUS. No ground lug on back plate. • Surge protection is old lightning arrestor. • No site lighting.

LS-10
LS-10 was not evaluated as part of this study

LS-11 * Major Station
Civil/Mechanical • Pumps are over 15 years old; need to plan for replacement in next 5 years. • Wet well lacks liner – exposed concrete. • Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded. • Ductile iron piping, fittings and valves in valve vault in Fair Condition - paint wearing off and signs of corrosion. • Site lacks generator. • No safety grating on wet well. Electrical • Neutral bonded in meter. • Neutral and ground attached to back plate in disconnect switch. • Neutral terminated to insulated neutral in panel. • Ground to back plate. • No surge protection. • No site lighting.

LS-12
Civil/Mechanical • Pumps are over 15 years old. • Wet well lacks liner – exposed concrete. • Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded. • Ductile iron piping, fittings and valves in valve vault in Fair Condition - paint wearing off and signs of corrosion. • Water service lacks back flow preventor. • Site lacks generator. • No safety grating on wet well. Electrical • Junction box not sealed from control panel. • H2S corrosion in control panel and on disconnect switch. • Service equipment is bad. • Grounding incorrect. • No surge protection. • Panel is old and in poor condition. • No site lighting.

LS-13
Civil/Mechanical • Pumps are over 15 years old. • Wet well lacks liner – exposed concrete. • Ductile iron piping and fittings in valve vault in fair condition. • Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded. • Water service lacks back flow preventor. • Site lacks generator. • No permanent safety grating on wet well. Electrical • Float and pump cables come through same junction box. • No equipment-grounding conductor run with feeder from treatment plant, only neutral. • Neutral bonded in panel. • Extensive H2S corrosion in panel. • No grounding rod. • All power distribution equipment is in control panel. • APT surge protection unit has failed. • No site lighting.

LS-14 * Major Station
Civil/Mechanical • Pumps are over 15 years old; need to plan for replacement in next 5 years. • Wet well lacks liner – exposed concrete. • Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded. • Ductile iron piping, fittings and valves in valve vault in Fair Condition - paint wearing off and signs of corrosion. • No water service. • Site lacks generator. • No safety grating on wet well. Electrical • No surge protection. • No bonding. • No site lighting.

LS-15

Civil/Mechanical

- Pumps are over 15 years old.
- Wet well lacks liner – exposed concrete.
- Ductile iron piping and fittings in valve vault in fair condition.
- Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded.
- No water service.
- Site lacks generator.
- No permanent safety grating on wet well.

Electrical

- No overcurrent protection in disconnect switch.
- No surge protection.
- Service grounding bad.
- No site lighting.

LS-16

Civil/Mechanical

- Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded.
- Ductile iron piping, fittings and valves in valve vault in Fair Condition - paint wearing off and signs of corrosion.
- Wet well lacks liner – exposed concrete.
- Site lacks bypass.
- Site lacks generator.
- No safety grating on wet well.

Electrical

- Wrong grounding.
- Surge protection has failed.
- No site lighting.

LS-17

Civil/Mechanical

- Pumps are over 15 years old.
- Wet well lacks liner – exposed concrete.
- Ductile iron piping and fittings in valve vault in fair condition.
- Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded.
- No water service.
- Site lacks generator.
- No permanent safety grating on wet well.

Electrical

- Bonding incorrect in panel.
- Grounding incorrect.
- Surge protection has failed.
- No site lighting.

LS-18
Civil/Mechanical • Pumps continual need to be de-ragged and are undersized for estimated capacity required. • Wet well lacks liner – exposed concrete. • Ductile iron piping and fittings in valve vault in poor condition and extremely corroded. • PVC pipe and PVC 90° bends in wet well are in good condition. • Water service lacks back flow preventor. • Site lacks generator. • No permanent safety grating on wet well. Electrical • Ground from disconnect switch neutral. • Bonded in panel. • No ground rod from insulated neutral. • No surge protection. • No site lighting.

LS-19
Civil/Mechanical • Ductile iron pipe and ductile iron 90° bends in wet well - Poor Condition - extremely corroded. • Ductile iron piping and fittings in valve vault in good condition. • Wet well lacks liner – exposed concrete. • Site lacks generator. • No safety grating on wet well. Electrical • Service is grounded in the meter. • Neutral bonded in panel but no ground rod connection. • Service disconnect switch does not have overcurrent protection or bonding. • Surge protection had failed. • No site lighting.

LS-20
LS-20 was not evaluated as part of this study.

LS-21
Civil/Mechanical • PVC pipe in Good condition. • PVC piping and ductile iron valves in valve vault in Good condition. • Wet well is fiberglass and does not require liner. • No safety grating on wet well. Electrical • Grounding/Bonding in meter. • Neutral to insulated neutral BUS. • Ground to back plate and not per NEC. • No site lighting.

LS-22
Civil/Mechanical • HDPE pipe in Good condition. • HDPE piping and ductile iron valves in valve vault in Good condition. • Wet well lacks sufficient liner. • Site lacks generator. • Site lacks security fence. • Site lacks water service. • No safety grating on wet well. Electrical • Grounding bad. • Disconnect switch (3R). • No site lighting.

LS-23
Civil/Mechanical • HDPE pipe in Good condition. • HDPE piping and ductile iron valves in valve vault in Good condition. • No safety grating on wet well. Electrical • Acorn nuts on ground rods. • No site lighting.

LS-24
Civil/Mechanical • HDPE pipe in Good condition. • HDPE piping and ductile iron valves in valve vault in Good condition. • Wet well lacks sufficient liner. • Site lacks generator. • No safety grating on wet well. Electrical • Bad grounding. • PVC between meter and disconnect switch. • No equipment grounding conductor from meter. • No ground rod from disconnect switch. • No overcurrent protection. • Surge protection of poor quality. • No site lighting.

3.2 OVERALL ELECTRICAL ASSESSMENTS

Charles Cobb with Chatham Engineering, a professional electrical engineer, accompanied 4Waters staff on the field inspections and provided the electrical and controls system assessments. The electrical deficiencies noted at the various lift stations have been listed in the sections above. Important electrical design standards that were reviewed are described below.

As defined by the National Fire Protection Association (NFPA) a Classified Area is a space where a flammable gas, flammable liquid-produced vapor, combustible liquid produced vapors, combustible dusts, or combustible fibers could be present, and the likelihood that a flammable or combustible concentration or quantity is present. NFPA 820, Standard for Fire Protection in Wastewater Treatment and Collection Facilities, indicates that the envelope within 18 inches above the wet well top slab, and within 3 ft of the outside edge of the hatch, is designated as a Division 2 Classified Location. The classified area also extends for a 5 foot radius from the end of the wet well vent. Lift station electrical equipment is not permitted within the classified area.

The Florida Department of Environmental Protection (FDEP) Notification/Application for Construction a Domestic Wastewater Collection/Transmission System requires the electrical equipment to be protected by National Electrical Code (NEC) approved conduit sealing fittings to prevent the atmosphere or the wet well from gaining access to the electrical equipment. The FDEP permit application also requires wet well electrical equipment including the pump motors, float switches, and level sensor, to be disconnected and removed without disturbing the conduit sealing fittings. To meet these requirements the City standard lift station design uses explosion protected wet well terminal boxes between the wet well and the pump control panel, with cable seals on the wet well conduits, and explosion proof conduit sealing fittings on the control panel conduits.

The City standard lift station control panel is equipped with a dead front inner door to allow the operator to have access to the pump controller and circuit breaker operating handles without being exposed to live electrical parts. The standard lift station electrical service surge protection equipment has status indication lights that are only operational when the equipment is energized. This equipment also needs to be installed so that the status indication lights are visible from outside the dead front inner door, or through a view window.

4.0 – RECOMMENDED ACTIONS – IMPLEMENTATION PLAN

The culmination of the Engineering Report is to provide a plan of implementation for the identified deficiencies and the proposed recommendations listed throughout the report. This section will address the rehabilitation needs of the priority system projects to maintain and/or provide a desirable level of service for the current customer population (person) and anticipated milestones for completion. Additional CIP projects are continually being monitored and evaluated.

6.1 REHABILITATION CAPITAL IMPROVEMENT PLAN

The Wastewater Rehabilitation Capital Improvement Plan (CIP) presented in the following section incorporates priority deficiencies for the Cities major lift station and WWTP as noted from the field assessments. The purpose of the Implementation Plan is to address deficiencies in the systems which need to be handled in the near-term future to provide an acceptable level of service to the existing customer base population (person).

6.1.2 WASTEWATER SYSTEM REHABILITATION CIP – ORDER OF MAGNITUDE COST

The following section provides the recommended priority project rehabilitation improvements necessary to provide an acceptable level of service and reliability within the City system with milestones for completion. The estimated Order of Magnitude Costs are provided with the rehabilitation items prioritized.

Table 6.1 Wastewater Rehabilitation CIP (Near Term)

Facility	Recommended Improvements (Near Term) Description	Order of Magnitude Costs	Anticpated Funding Source
WWTP	**Civil/Mechanical** Headworks upgrades, New Influnet Equlization Tank, New Transfer Pumps and Master Lift Station Improvements **Electrical** Electrical and control replacement.	$ 3,700,000	FDEP Funded
LS-3	**Civil/Mechanical** Replace pumps and rails due to age, Replace 10" piping and plug/check valves in valve vault and install above grade, Install wet well liner, Install new water service, Install safety grating, **Electrical** Entire electrical system capital replacement. Poor condition and significant safety hazards.	$ 622,000	Potential FDEP Funding with Septic to Sewer Project and or Facility Plan
LS-9	**Civil/Mechanical** Replace pumps and rails due to age, Replace 4" piping and plug/check valves in valve vault and install above grade, Install wet well liner, Install new water service, Install safety grating, **Electrical** Entire electrical system capital replacement. Poor condition and significant safety hazards.	$ 433,000	Pending
LS-11	**Civil/Mechanical** Replace pumps and rails due to age, Replace 4" piping and plug/check valves in valve vault and install above grade, Install wet well liner, Install safety grating, **Electrical** Entire electrical system capital replacement. Poor condition and significant safety hazards.	$ 434,000	Potential FDEP Funding with Septic to Sewer Project and or Facility Plan

Table 6.1 Wastewater Rehabilitation CIP (Near Term) Cont.

Facility	Recommended Improvements (Near Term) Description	Order of Magnitude Costs	Anticipated Funding Source
LS-14	**Civil/Mechanical** Replace pumps and rails due to age, Replace 6" piping and plug/check valves in valve vault and install above grade, Install wet well liner, Install new water service, Install safety grating, **Electrical** Entire electrical system capital replacement. Poor condition and significant safety hazards.	$ 545,000	Potential FDEP Funding with Septic to Sewer Project and or Facility Plan
LS-4	**Civil/Mechanical** Replace pumps and rails due to age, Replace 4" piping and plug/check valves in valve vault and install above grade, Install wet well liner, Install new water service, Install safety grating, **Electrical** Entire electrical system capital replacement. Poor condition and significant safety hazards.	$ 395,000	Potential FDEP Funding with Septic to Sewer Project and or Facility Plan
LS-5	**Civil/Mechanical** Replace pumps and rails due to age, Replace 4" piping and plug/check valves in valve vault and install above grade, Install wet well liner, Install new water service, Install safety grating, **Electrical** Entire electrical system capital replacement. Poor condition and significant safety hazards.	$ 332,000	Potential FDEP Funding with Septic to Sewer Project and or Facility Plan

APPENDIX F: COMMUNITY ENGAGEMENT

INDEPENDENT
NEWSMEDIA INC. USA

Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA
COUNTY OF HENDRY

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief** of the **Lake Okeechobee News**, a weekly newspaper published in **Hendry County, Florida;** that the attached copy of advertisement, being a **Public Notice** matter of

Public Notice

in the **20th Judicial District of the Circuit Court of Hendry County, Florida,** was published in said newspaper in the issues of

07/24/24
(Print Dates)

or by publication on the newspaper's website, if authorized, on

07/24 thru 08/06/2024
(Website Dates)

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

NOTICE OF PUBLIC MEETING
City of LaBelle, FL

Notice is hereby given, the LaBelle City Commission will hold a Public Meeting located at City Hall in the Commission Chambers at 481 W. Hickpoochee Ave., LaBelle, FL 33935 on Thursday, August 8, 2024, at 5:30 P.M. for the purpose of considering the approval of the City of LaBelle clean water improvements facility planning documents. This meeting will include a discussion of the proposed clean water improvements. The meeting is intended to afford the opportunity to individuals to be heard on the economic and social effects of the location, design, and environmental impact of the proposed clean water improvements.

A portion of the funding for this project is anticipated to come from the State Revolving Fund (SRF) loan program. Financial impacts on utility users will be presented at the hearing. Reports, documents, and data relevant to the discussion, "Clean Water Facility Plan", are available for public review at LaBelle City Hall. These reports present infrastructure needs, alternative analyses, and cost comparisons over a 20-year planning period to support the development of clean water improvements and the City's goals. These documents were prepared to meet the planning requirements for the FDEP Clean Water State Revolving Fund programs for the purpose of obtaining funding for new facilities in the City of LaBelle. Other business which may properly come before the Commission will also be addressed. All interested persons are invited to attend this meeting.

SPECIAL REQUIREMENTS: If you require special aid or services as addressed in the American Disabilities Act, please contact the City Clerk's Office at (863) 675-2872, no less than five (5) days prior to the above stated meeting date.

City of LaBelle, Florida
Julie C. Wilkins, Mayor
3145 LON/Hendry 07/24/2024

Katrina Elsken Muros

Sworn to and subscribed before me by means of
☐ Physical Presence ☒ Online Notarization
physical presence or online notarization, this
24th day of July, 2024.

JANET SUE MADRAY
MY COMMISSION # HH 129146
EXPIRES: May 12, 2025
Bonded Thru Notary Public Underwriters

(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

APPENDIX G: CAPITAL FINANCE PLAN

CAPITAL FINANCING PLAN

City of LaBelle
(Project Sponsor)
Julie Wilkins, Mayor
(Authorized Representative and Title)
LaBelle, Florida 33935
(City, State, and Zip Code)

Julie Wilkins, Mayor, (863) 675-2872
(Capital Financing Plan Contact, Title and Telephone Number)
481 West Hickpochee Avenue
(Mailing Address)
LaBelle, FL 33935
(City, State, and Zip Code)

The Department needs to know about the financial capabilities of potential State Revolving Fund (SRF) loan applicants. Therefore, a financial capability demonstration (and certification) is required well before the evaluation of the actual loan application.

The sources of revenues being dedicated to repayment of the SRF loan are water and sewer rate revenues
(Note: Projects pledging utility operating revenues should attach a copy of the existing/proposed rate ordinance)

Estimate of Proposed SRF Loan Debt Service

Capital Cost*	**$93,353,000 / 63,529,682**
Loan Service Fee (2% of capital cost)	**$1,270,594**
Subtotal	**$64,800,276**
Capitalized Interest**	**$434,162**
Total Cost to be Amortized	**$65,234,438**
Interest Rate***	**0.67%**
Annual Debt Service	**$3,496,035**
Annual Debt Service Including Coverage Factor****	

* Capital Cost = Allowance + Construction Cost (including a 10% contingency) + Technical Services after Bid Opening.
** Estimated Capitalized Interest = Subtotal times Interest Rate times construction time in years divided by two.
***20 GO Bond Rate times Affordability Index divided by 200.
**** Coverage Factor is generally 15%. However, it may be higher if other than utility operating revenues are pledged.

SCHEDULE OF PRIOR AND PARITY LIENS

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

IDENTIFY EACH OBLIGATION

#1 Water & Sewer Revenue Bond Series 2013 Coverage % 15 Insured (Yes/No) Yes		#2W&S revenue Bond Series 2002 Coverage % 15 Insured (Yes/No) Yes		#3W&S revenue Bond Series 2005 Coverage % 15 Insured (Yes/No) Yes
#4 SRF Note Coverage % 15 Insured (Yes/No) Yes		#5 DW SRF - LS260370 Coverage % 15 Insured (Yes/No) Yes		#6 Coverage % Insured (Yes/No)

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Non-SRF Debt Service w/coverage	Total SRF Debt Service w/coverage
	#1	#2	#3	#4	#5	#6		
2022	$564,085	$139,696	$64,226	$16,544			$768,007	$16,544
2023	$563,568	$139,696	$64,226	$16,544			$767,489	$16,544
2024	$563,885	$139,696	$64,226	$16,544			$767,807	$16,544
2025	$563,010	$139,696	$64,226	$16,544			$766,932	$16,544
2026	$563,970	$139,696	$64,226	$16,544			$767,892	$16,544
2027	$563,710	$139,696	$64,226	$16,544			$767,632	$16,544
2028	$564,258	$139,696	$64,226	$16,544	$217,770		$768,179	$234,314
2029	$563,585	$139,696	$64,226	$16,544			$767,507	$16,544
2030	$562,720	$139,696	$64,226	$8,272			$766,642	$8,272
2031	$563,663	$139,696	$64,226				$767,584	0
2032	$563,358	$139,696	$64,226				$767,279	0
2033	$562,833	$139,696	$64,226				$766,754	0
2034	$564,088	$139,696	$64,226				$768,009	0
2035	$563,068	$139,696	$64,226				$766,989	0
2036	$563,828	$139,696	$64,226				$767,749	0
2037	$563,313	$139,696	$64,226				$767,234	0
2038	$563,550	$139,696	$64,226				$767,472	0
2039	$564,513	$139,696	$64,226				$768,434	0
2040	$564,173	$139,696	$64,226				$768,094	0
								0

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE FOR PLEDGED REVENUE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement)

		FY2023	FY2024
(a)	Operating Revenues (Identify)		
	Water sales/fees	$2,056,000	$2,442,430
	Sewer Sales/fees	$1,115,000	$1,115,000
(b)	Interest Income	$4,250	$4,250
(c)	Other Incomes or Revenues (Identify)		
	Miscellaneous Revenue	$100,000	$50,000
	Capital Outlay	$800,000	$800,000
(d)	Total Revenues	**$4,075,250**	**$4,618,780**
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	$2,852,038	$3,844,063
(f)	**Net Revenues (f = d – e)**	**$1,223,216**	**$774,717**
(g)	Debt Service (including coverage) Excluding SRF Loans	$$767,489	$767,807
(h)	Debt Service (including coverage) for Outstanding SRF Loans	$16,544	$16,544
(i)	**Net Revenues After Debt Service (i = f – g – h)**	**$439,183**	**($9,316)**

Source: Annual Reports, budget files

Notes:

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE

(Begin with the fiscal year preceding first anticipated semiannual loan payment)

		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
(a)	Operating Revenues (Identify)					
	Water sales/fees	$3,297,011	$4,121,263	$5,151,579	$6,181,895	$6,181,895
	Sewer sales/fees	$1,505,250	$1,881,563	$2,351,953	$2,822,344	$2,822,344
(b)	Interest Income	$4,250	$4,250	$4,250	$4,250	$4,250
(c)	Other Incomes or Revenues (Identify)					
(d)	Total Revenues	**$4,806,511**	**$6,007,076**	**$7,507,782**	**$8,633,312**	**$9,064,765**
(e)	Operating Expenses[1]	$3,959,385	$4,078,166	$4,200,511	$4,326,527	$4,456,323
(f)	**Net Revenues (f = d - e)**	**$847,128**	**$2,409,135**	**$3,907,553**	**$5,807,491**	**$6,184,184**
(g)	Existing Debt Service on Non-SRF Projects (including coverage)	$766,932	$767,892	$767,632	$768,179	$767,507
(h)	Existing SRF Loan Debt Service (including coverage)	$16,544	$16,544	$16,544	$234,314	$16,544
(i)	**Total Existing Debt Service (i = g + h)**	**$783,476**	**$784,436**	**$784,176**	**$1,002,493**	**$784,051**
(j)	Projected Debt Service on Non-SRF Future Projects (including coverage)	0	0	0	0	0
(k)	Projected SRF Loan Debt Service (including coverage)	0	$3,496,035	$3,496,035	$3,496,035	$3,496,035
(l)	**Total Debt Service (Existing and Projected) (l = i + j + k)**	**$783,476**	**$4,280,470**	**$4,280,210**	**$4,498,528**	**$4,280,085**
(m)	**Net Revenues After Debt Service (m = f – l)**	**$63,650**	**(2,351,561)**	**(972,940)**	**$183,434**	**$272,081**

Source: CAFR, FY2023-24 Budget, Projected rates

Notes: (i.e. rate increases, explanations, etc.)

1. For existing and proposed facilities, excluding interest on debt, depreciation, and other non-cash items.

SAHFI Grant Secured $19,823,318: + L0060 = $6,000,000 + QG004 = $4,000,000 to total grant secured to date $29,823,000. SRF eligible for +$13,918,682 low interest loan at August 2024 hearing.

Net amount requested, after duducting grants is $63,529,682.

To cover loan costs, projections include 35% rate increases in FY25, 25% rate increases in FY26 & FY27, 20% rate increase in FY28.

CERTIFICATION

I, _____ , certify that I have reviewed the information
Chief Financial Officer (please print)

included in the preceding capital financing plan worksheets, and to the best of my knowledge, this information accurately reflects the financial capability of _____
Project Sponsor

I further certify that _____ has the financial capability to ensure
Project Sponsor

adequate construction, operation, and maintenance of the system, including this SRF project.

_____ _____
Signature Date

APPENDIX H: CURRENT WASTEWATER AND SEWER RATES

Footnotes:

*--- (**1**) ---*

***Cross reference—** Administration, Ch. 2; buildings and building regulations, Ch. 5; fire prevention, Ch. 6; flood damage prevention, Ch. 7; garbage and refuse, Ch. 8; the charges for garbage collection shall be included on the bills for other utility services, § 8-38; housing, Ch. 9; junked, wrecked, abandoned property, Ch. 10; abandoned wells left uncovered prohibited, § 12-9; public improvements, Ch. 13; streets, sidewalks and other public places, Ch. 14; permit required for installation of underground utilities, § 14-23; construction standards for driveways, § 14-56; subdivisions, Ch. 15; taxation, Ch. 16; public service tax levies on utilities, § 16-11 et seq.; zoning, Ch. 19.*

ARTICLE I. - IN GENERAL

Secs. 18-1—18-15. - Reserved.

ARTICLE II. - SEWERS

DIVISION 1. - GENERALLY

Sec. 18-16. - Sewerage system declared utility.

The present sanitary sewer system in existence in the city, together with any and all extensions thereof, replacements thereto, and treatment plant, pumps and all other equipment, is hereby declared to be a public utility for the use and benefit of the city in the maintenance of public health and general sanitary conditions throughout the city.

(Code 1967, § 18-1)

Sec. 18-17. - Connections with sewer required.

The owner of each lot or parcel of land within the city, upon which lot or parcel of land, any building, or mobile home used as a dwelling, is now situated or shall hereafter be situated, for either residential, commercial or industrial use shall connect or cause such building(s) or mobile home(s) to be connected with public sewer facilities of the municipal sewer system of the city and use such facilities within two (2) months following notification to do so by the clerk of the city. All such connections shall be made in accordance with rules and regulations which shall be adopted from time to time by the city commission. No connections or connections shall be required where said sewer system or line is more than two hundred (200) feet from such lot or parcel of land.

(Code 1967, § 18-2; Ord. No. 2003-24, § i, 9-11-03)

Sec. 18-18. - Exceptions to connection.

This article shall not be construed to require or entitle any person to cross the private property of another to make any such sewer connection.

(Code 1967, § 18-3; Ord. No. 2003-24, § i, 9-11-03)

Sec. 18-19. - Connections may be made by city.

If any such owner of any lot or parcel of land within the city shall fail and refuse to connect with and use the facilities of the sewer system of the city after notification by the city clerk as provided herein, then the city shall be authorized to make such connection entering on or upon any such lot or parcel of land for the purpose of making such connection. The city shall thereupon be entitled to recover the costs of making such connection together with reasonable penalties and interest and attorney's fees, by suit in any court of competent jurisdiction. In addition to and as an alternative means of collecting such costs of making such connections, the city shall have a lien on such lot or parcel of land for such costs, which lien shall be of equal dignity with a lien of state and county and municipal taxes. Such lien may be foreclosed by the city in the manner provided by the Laws of Florida for the foreclosure of mortgages upon real estate liens.

(Code 1967, § 18-4)

Sec. 18-20. - Subdivision.

The developer of a new or existing subdivision shall be required to install sewer mains in streets or easements in the subdivision at his own expense according to plans and specifications to be approved by the city commission. The city may install the trunk line to the boundary of the subdivision but the location will be determined by the city. When subdivision mains will not feed into the city trunk by gravity, the developer will be required to install a lift station at his own expense in accordance with plans and specifications to be approved by the city commission.

(Code 1967, § 18-5)

Sec. 18-21. - Unlawful connection.

No person shall be allowed to connect into any sewer line owned by the City of LaBelle without the written consent of the city, and then the connection with such line shall be made only under the direction and supervision of the city. Any person or persons, who shall make any connection without such consent of the city shall be subject to the penalties herein after provided.

(Code 1967, § 18-6; Ord. No. 2003-24, § i, 9-11-03)

Sec. 18-22. - Unlawful construction.

No person or group of persons shall build, remodel or cause to be built or remodeled any structure used for human habitation or occupancy within the city which is within two hundred (200) feet of a public sanitary sewer line unless it is provided with water-carried sewerage facilities.

(Code 1967, § 18-7)

Sec. 18-23. - Connecting old plumbing.

Whenever it is desirable to connect old plumbing with the city sewer main, the owner or plumber contemplating doing such work shall notify the city plumbing inspector who will inspect said old plumbing and notify the owner or plumber what alterations will be necessary to place said old plumbing in an acceptable condition for such connection. Any owner or plumber who shall make any connection without the approval of the plumbing inspector shall, upon conviction, be subject to the penalties hereinafter provided.

(Code 1967, § 18-8)

Sec. 18-24. - Sanitary requirements.

Every residence and building in which human beings reside, are employed or congregate, shall be required to have a sanitary method of disposing of human excrement, namely either a sanitary water closet that is connected with the city sewer, or an approved type of septic tank. A septic tank will be used only if the property is more than two hundred (200) feet from the sewer line.

(Code 1967, § 18-9)

Sec. 18-25. - Disposal requirements.

It shall be unlawful for any person, persons, firm or corporation owning or leasing any premises in the City to permit disposal of any human excrement on any property, owned, leased or rented by any such person, firm or corporation or the agent of any such persons, firm or corporation, except in a sanitary water closet where sewage lines are available as defined above.

(Code 1967, § 18-13; Ord. No. 2003-24, § i, 9-11-03)

Sec. 18-26. - Septic tank.

No septic tank other than those approved by the appropriate health authority shall be constructed within the corporate limits of LaBelle, Florida. No septic tank shall be constructed within two hundred (200) feet of a sewer line.

(Code 1967, § 18-14)

Sec. 18-27. - Maintenance of plumbing system.

The owner of the property shall be responsible for maintaining and keeping clean the sewer pipes leading and connecting from the plumbing system to the sewer main.

(Code 1967, § 18-15)

Sec. 18-28. - Failure to maintain plumbing system.

Failure to keep the sewer pipe, i.e., the pipe leading from the plumbing system to the sewer main, clean and maintained in a proper manner will give the city the right to cut off the water connection, which shall not be reconnected until the sewer pipe is cleaned and maintained properly. In those instances where the owner has his own private water supply, the city shall have the right to cut off such water supply to the plumbing system, and the owner shall have no right to reconnect his own private water supply until the sewer pipe leading from the plumbing system to the sewer main has been maintained and cleaned and in proper condition. Any violation of this provision by reconnecting his private water supply or the connection from the city's water line, until such sewer pipes are cleaned and maintained, shall be considered a violation of this chapter.

(Code 1967, § 18-18)

Sec. 18-29. - Grease traps.

(a) *Purpose.* The purpose of this section is to establish uniform requirements for generators discharging wastewater containing fats, oil and grease into The City of LaBelle Utilities astewater collection system and to enable the city to comply with all the most up-to-date and applicable federal and state laws, including those which apply to sanitary sewer overflows.

(1) It is the intent of these City of LaBelle FOG Ordinance to provide the specifications for grease trap location, design, installation, construction, operation, inspection and maintenance (standards) so as to ensure compliance with the FOG Ordinance. It should be noted that failure to comply with these standards shall be considered a violation of the applicable sections of the existing city ordinance and subject to applicable penalties as allowed by law and/or denial or discontinuance of wastewater service.

(2)

Wastewater discharges containing high concentrations of oil and grease from food service faci cause of blockages and overflows in the city's wastewater collection system. Overflows of wastewater into the stormwater collection system and natural bodies of water could be greatly reduced by controlling the discharge of oil and grease into the wastewater collection system.

(b) *Scope.* The territorial scope of this section includes all areas of The City of LaBelle in which the wastewater collection system is owned and maintained by city utilities. The FOG Ordinance will amend City of LaBelle Municipal Code chapter 18—Utilities, article II—Sewers. division 1—Generally, only.

(c) *Definitions.* In construing the provisions of this chapter, where the context will permit and no definition is provided herein, the definitions provided in F.S. ch. 403, as may be amended from time to time, and in rules and regulations promulgated thereunder, as may be amended from time to time, shall apply. The following words and phrases when used in this chapter shall have the meanings ascribed to them in this section:

Analytical laboratory shall mean a laboratory that complies with F.A.C. 64E-1, for the examination of environmental samples by the State of Florida Department of Health, Bureau of Public Health Laboratories for the water quality parameters and analytical methods included in this article rdinance.

Captured material shall mean any FOG, or organic matter captured and retained in the grease handling facilities.

Control authority shall mean The City of LaBelle Utilities superintendent or its designee.

Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency of the United States, its administrator, or other duly authorized representative of said agency.

Fats, oils and grease or *FOG* shall mean any substance such as vegetable or animal product used in, or a byproduct of, the cooking, food preparation, or cleaning process, that can cause or lead to corrosion, blockages, reduced flow, or interference with the sanitary sewer system when discharged alone or combined with other materials or waste.

Floatable grease shall mean FOG in a physical state such that it will separate, by gravity, from wastewater by treatment in an approved pretreatment device.

FOG capacity limit shall mean the combined FOG and solids depth equal to twenty-five percent (25%) of the design hydraulic depth in any location of a grease handling facility, or seventy-five percent (75%) of the rated FOG and solids capacity established by third party certification.

Food service establishment shall mean any facility engaged in preparing and/or packaging food or beverages for sale or consumption, on or off site, with the exception of private residences. Food service establishments shall include, but are not limited to restaurants, cafeterias, hospitals, schools, bars, food courts, food manufacturers, food packagers, grocery stores, convenience stores, bakeries, cafeterias,

correctional facilities, hotels, nursing homes, churches, and schools and any other facility that, opinion, would require a grease handling facility installation by virtue of its operation. Such definition normally includes any establishment required to have a State of Florida food service license.

Garbage grinder shall mean a device that shreds or grinds up solid or semisolid waste materials into smaller particles for discharge into the wastewater collection system.

Generator shall mean any nonresidential facility, including, but not limited to food service establishments or such other nonresidential facilities that can introduce FOG into building sanitary drains, building sewers, onsite sewage treatment and disposal systems, or non-utility or utility sanitary sewer systems. A FOG generator also includes those nonresidential facilities that produce yellow grease.

Grab sample shall mean a sample that is taken from a grease handling facility or wastewater discharge on a one-time basis with no regard to the volume of flow in the discharge.

Gray water shall mean all of the liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.

Grease shall mean a material either liquid or solid, composed primarily of fat, oil and grease from animal or vegetable sources. The terms "fats, oils and grease" (FOG) and "oil and grease" shall be included within this definition.

Grease handling facilities shall mean the physical structures, piping and equipment used to collect and separate FOG. Grease handling refers to the entire grease trap, grease interceptor and/or alternative grease removal devices or technology system used by a generator.

Grease interceptor shall mean a device whose rated flow exceeds 50 gpm, which has a minimum storage capacity of 750 gallons or more, and is located underground and outside a generator establishment. This device is designed to collect, contain and remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity. The construction and location criteria for grease interceptors shall be in accordance with the Florida Building Code.

Grease trap shall mean a device, whose rated flow is less than 50 gpm, located inside a generator and designed to collect, contain and remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the wastewater collection system by gravity. The construction and location criteria for grease traps shall be in accordance with the Florida Building Code.

Notice of violation (NOV) shall mean a written notice informing an owner that a violation of this article has occurred.

Notify shall mean contact by telephone, in person, electronic mail or via certified United States Mail, return receipt requested.

Owner shall mean the legal owner(s) of the structure in which the FOG generator is located and operator(s).

Premises shall mean a parcel of real estate or portion thereof including any improvements thereon which is determined by the control authority to be a single user for the purposes of receiving, using and paying for sewer services.

Pretreatment review committee shall mean a panel made up of the following individuals whose main function is to review user appeals relating to grease issues, chief building inspector or designee, utilities superintendent or designee, and the pretreatment coordinator or designee.

Wastewater treatment facility (WWTF) shall mean a treatment works, also referred to as a wastewater treatment plant (WWTP) or publicly owned treatment works (POTW). which is owned by the city. Any devices and systems used to pump, store, treat, recycle and reclaim municipal sewage or industrial wastes of a liquid nature. WWTF shall include piping and city owned and maintained lift stations and pump stations that convey wastewater to the WWTF. Any sewers that convey waste waters to the WWTF from persons outside the city who are users of the WWTF by contract or agreement with the city.

Replacement costs shall mean expenditures for obtaining and installing equipment, accessories or appurtenances necessary to retain design capacity and performance of the WWTF throughout the jurisdiction of the city.

Sanitary sewer overflow shall mean releases of untreated sewage into the environment.

Utilities superintendent shall mean the person designated by the city to oversee and administer the activities of the utilities division, supervise the operation of the WWTF, maintain records of such operation, prepare operating budgets and make recommendations to the City of LaBelle's City Commissioners concerning activities within his responsibility and authority.

Wastewater shall mean the liquid and water containing industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, institutions and any other source, whether treated or untreated which is contributed to or permitted to enter the WWTF.

(d) *General.* Liquid wastes, mostly from food service establishments, containing FOG can become significant problem for wastewater collection and treatment systems if they are disposed directly in the sanitary sewer collection system. Once in the sanitary sewer collection system. FOGs coat and accumulate in pipes and on equipment causing backups and overflows. As a result, the City of LaBelle is requiring generators to restrict the disposal or discharge of any FOG into any city sanitary sewer system, onsite sewage treatment and disposal system, non-utility or utility sanitary sewer system in quantities which hinder the operation of any onsite sewage treatment and

disposal system, sewage collection, transmission or treatment system, exceeds the standards or causes a sanitary sewer overflow, sanitary sewer nuisance or partial blockage of the city sanitary sewer system due to FOG discharge.

(e) *Existing facilities.* For the purposes of sizing and installation of grease interceptors, all existing generators within the city prior to the effective date of this article shall be permitted to operate and maintain existing grease handling facilities provided same are in efficient operating condition. Upon the effective date of this article, the city will require an existing generator to install, operate and maintain a new grease handling facilities which comply with the requirements of this article or to modify or repair any noncompliant existing plumbing or grease handling facilities within ninety (90) days of written notification by the city when any one or more of the following conditions exist:

1. The generator is found to be contributing FOG in quantities sufficient to cause sanitary sewer line blockages, sanitary sewer overflows, or necessitate increased maintenance on the wastewater collection system; and/or
2. The generator is found to be contributing FOG in quantities exceeding the limits listed in this section; and/ r,
3. The generator has an undersized, irreparable or defective grease handling facilities; and/or,
4. The generator has a garbage grinder; and/or.
5. Remodeling of the food service establishment preparation or kitchen waste plumbing system is performed which requires a plumbing or building permit to be issued; and/or.
6. The existing generator is sold or undergoes a change of ownership.

(f) *Food service establishments requirements.* All food service establishments (generators) are required to have a grease handling facilities as per the requirements of the Florida Building Code as may be amended from time to time. A grease handling facility inspection fee of two dollars and zero cents ($2.00) per interceptor/trap or alternative grease handling facility, per month is hereby imposed and may be amended from time to time through a rate resolution approved by the City of LaBelle Board of Commissioners pursuant to this article. Such fee shall be paid through the City of LaBelle Utilities monthly service bill by all food service establishments required to install and maintain grease handling facilities pursuant to state regulations.

(g) *Plumbing connections.* Grease handling facilities shall be located in the food service establishment's lateral sewer line between all fixtures, which may introduce FOG into the sanitary sewer system and the connection to the city's wastewater collection system. Such fixtures shall include but not be limited to, sinks, dishwashers, automatic hood wash units, floor drains in food preparation and storage areas, and any other fixture which is determined to be a potential FOG source. Garbage grinders installed within food service establishments shall be plumbed through the grease handling facilities and a solids interceptor shall separate the discharge before

connecting to the grease handling facilities. Solids interceptors and grease handling facilities s and rated for the discharge of the garbage grinder. Wastewater from sanitary facilities and other similar fixtures shall not be introduced into the grease handling facilities under any circumstances.

(h) *Minimum standards.* The controlling authority shall approve the installation of a grease trap instead of a grease interceptor at a new food service establishment, as specified in the Florida Building Code. All food service establishments shall comply with the following guidelines:

1. Inspection. Cleaning and maintenance: Each food service establishment shall be solely responsible for the cost of trap installation, inspection. cleaning and maintenance. Cleaning, FOG removal and maintenance must be performed when the total volume of captured grease and solid material displaces more than twenty percent (20%) of the total volume of the unit. Each food service establishment shall determine the frequency at which their grease trap shall be cleaned, but all grease traps shall be opened. inspected, and maintained at a minimum of once per week. Generators shall provide written documentation of the grease trap inspection, maintenance and repairs in accordance with this section.
2. Repairs: The food service establishment shall be responsible for all cost and scheduling of all repairs to its grease trap(s). Repairs required by the control authority shall be completed within thirty (30) consecutive calendar days after the date of written notice of required repairs is received by the generator, unless the city approves in writing of a different schedule.
3. Disposal: Captured materials removed from a grease trap shall be legally disposed of as solid waste.

(i) *Grease interceptors.* Grease interceptors shall be installed at all new food service establishments as specified by the Florida Building Code. All food service establishments shall comply with the following guidelines:

1. Inspection. Pumping, and maintenance: Each food service establishment shall be responsible for the costs of installing, inspecting, pumping. cleaning, and maintaining its grease interceptor(s). Pumping services shall include the initial complete removal of all captured material, including floating materials, wastewater and bottom sludge and solids from the interceptor. Grease interceptor cleaning shall include scraping excessive solids from the walls, floors, baffles and all pipe work. The return of gray water back into the grease interceptor from which the wastes were removed is allowable, provided that FOG and solids are not returned to the interceptor. The grease hauler shall wait at least twenty (20) minutes to allow the Interceptor waste to separate in the truck tank before attempting to reintroduce the gray water to the interceptor. It shall be the responsibility of each food service establishment to inspect its grease interceptor during the pumping procedure to ensure that the interceptor is

properly cleaned out and that all fittings and fixtures inside the interceptor are in working con functioning properly. Generators shall provide written documentation of the grease interceptor inspection, maintenance and repairs in accordance with this section.

2. Interceptor pumping frequency: Food service establishment interceptor(s) shall be pumped out when any of the following criteria are reached:
    a. When the floatable grease layer exceeds six inches (6") in depth as measured by an approved dipping method; or,
    b. When the settleable solids layer exceeds eight inches (8") in depth as measured by an approved dipping method; or,
    c. When the total volume of settable solids is more than seventy-five percent (75%) of the total clearance of the outlet pipe located at the bottom of the interceptor; or,
    d. When the total volume of captured grease and solid material displaces more than twenty percent (20%) of the interceptor capacity as calculated using an approved dipping method; or,
    e. When the interceptor is not retaining/capturing oils and greases; or the oil/grease concentration of the water being discharged, as determined through sampling and analysis, exceeds the limits indicated in this section.

(j) *Repairs.* Each food service establishment shall be responsible for the cost and scheduling of all repairs to its grease interceptor(s). Repairs required by the control authority shall be completed within thirty (30) consecutive calendar days after written notice is received by the generator unless the control authority establishes a different compliance date.

(k) *Disposal.* Captured material removed from each grease interceptor shall be disposed of at a facility permitted to receive such wastes. Captured material removed from interceptors shall not be returned to any grease handling facility, private sewer line or to any portion of the city's wastewater collection system.

(l) *Interceptor additives.* Any chemicals, enzymes, emulsifiers. live bacteria or other grease cutters or additives shall be approved by the control authority, prior to their use by the food service establishment or the grease hauler. Safety data sheets and any other applicable information concerning the composition, frequency of use and mode of action of the proposed additive shall be sent to the control authority together with a written statement outlining the proposed use of the additive(s). Based upon the information received and any other information solicited from the potential user or supplier, the control authority shall permit or deny the use of the additive in writing. Permission to use any specific additive may be withdrawn by the control authority at any time.

(m)

Alternative grease removal devices or technology. Alternative devices and technologies such as grease removal systems shall be subject to written approval by the control authority prior to installation. Approval of the device shall be based on demonstrated (proven) removal efficiencies and reliability of operation. The control authority may approve these types of devices depending on manufacturers' specifications on a case-by-case basis. The food service establishment may be required to furnish analytical data demonstrating that grease discharge concentrations to the city wastewater collection system will not exceed the established limitation.

(n) *New facilities.* Upon the effective date of this article, generators which are newly proposed or constructed, or existing facilities which will be expanded or renovated, where such facility did not previously exist, shall be required to install, operate and maintain a grease interceptor or grease trap according to the requirements of the Florida Building Code.

(o) *Grease handling facilities operation and maintenance.* Generators shall perform weekly inspections of their grease handling facilities and shall document the inspection findings. Generator shall generate and retail for at least three (3) years, written documentation of grease handling facilities operations, maintenance and repairs including, but not limited to, date and time, level, date of grease removal, cleanings performed, date of cleanings, date of additive(s) addition, type and quantity of additive(s), and analytical sampling results, and any other applicable grease handling facility information required by the Florida Building Code, Florida Administrative Codes or EPA.

(p) *Limitations and standards.* All of the following rules and regulations are hereby adopted and are incorporated herein by reference hereto as same may updated from time to time.

1. F.A.C. ch. 62-160 - Quality Assurance.
2. F.A.C. ch. 62-761 - Underground Storage Tank Systems.
3. F.A.C. ch. 64E-6 - Standards for Onsite Sewage Treatment and Disposal Systems.

(q) *General pollutant standards and local limits.* It shall be unlawful for any person to throw, drain, run or otherwise discharge into a sanitary sewer, or to cause, permit, allow or suffer, be thrown, run, drained, or otherwise discharged into such sewer any effluent that is in excess of the following local limits:

Parameter	Analytical Method	Limit
Biochemical oxygen demand. 5 day (BOD5)	EPA method 405.1 or SM 5210 B.	145 lbs/day at a concentration not to exceed 200 mg/L, unless allowed by the WWTP

Total suspended solids (TSS)	SM 2540 C.	145 lbs/day at a concentration not to exceed 200 mg/L, unless allowed by the WWTF
Oil and grease	EPA 1664 (Hexane Extractable Materials)	100.0 mg/L
Oil and Grease strictly for facilities classified as FOG Generators	EPA Method 1664 (Hexane Extractable Materials)	150.0 mg/L
Total Recoverable Petroleum Hydrocarbons	EPA Method 1664 (Silica Gel Treated Hexane Extractable Materials)	50.0 mg/L
Ammonia (un-ionized)	EPA 350.1 or SM 4500	100.0 mg/L
Temperature		150°F (See Note 1)
pH	EPA 150.1 or SM 4500 H^+-B	5.5 - 11.5 standard units (SU). (See Note 2)

Notes:

1. Shall not cause the plant influent to exceed 104°F (40°C) nor inhibit WWTF biological activity.

2. Shall not cause damage to or create a hazard to structures, equipment, or WWTF personnel.

(r) *Entry, inspection, and sampling.* All generators shall allow the control authority, bearing proper credentials and identification, access to all parts of the premises during reasonable business hours, for the purpose of inspection, observation, and sampling in accordance with the provisions of this article. Any user refusing the control authority entry to or upon the premises of the user for the purposes of inspection, sampling effluents or performing such other duties as required by this article shall constitute a violation of the terms of this article. The control authority may seek a warrant or use any other legally available procedures to discharge their duties.

1.

The control authority may inspect the facilities of any food service establishment, to ascertain with this article. The city will provide seven (7) days' notice to the generator before this inspection occurs. Grease handling facilities shall be inspected by the generator to ensure compliance with these standards and to determine if proper cleaning and maintenance schedules are being performed and documented in accordance with this article. Generators shall make the written copies of the inspection. operation, maintenance repair and analytical results available to the control authority upon inspection, to demonstrate compliance with this article.

2. The control authority will provide the generator with a written summary of inspection findings including compliance with the article and any deficiencies observed during the inspection to be corrected by the generator. including deficiencies in operation, maintenance repairs and documentation of same. The control authority may collect effluent samples to determine compliance. The control authority shall re-inspect any generator that received a deficiency notice after the original inspection within thirty (30) consecutive calendar days. In the event that the generator has corrected all of the deficiencies and is compliant with the remainder of this article, there shall be no charge for the re-inspection. In the event of continuing generator non-compliance, the city will issue a notice of violation, successive re-inspections will be scheduled and appropriate fees shall be charged to the generator for the first and all successive re-inspections. Such fees may be charged to the appropriate account of the city utilities water and sewer bill for cost recuperation in accordance with this article.

(s) *Monitoring.* Monitoring is defined as the act of sampling, laboratory analysis and analysis results reporting. Generators shall be responsible for monitoring FOG effluent as follows:

1. Perform annual monitoring for the parameters listed in the table in this section. Interval between monitoring events shall be at least two hundred and seventy (270) consecutive calendar days.
2. Monitoring location: Draw a grab samples at the grease handling facilities outlet.
3. Grab sample(s) shall be shipped to an analytical laboratory in accordance with the analytical method requirements. The analytical method requirements may be provided by the analytical laboratory.
4. Analytical laboratory sample(s) shall be analyzed at an analytical laboratory in accordance with the analytical methods listed in this section. If a different analytical method is used, the results shall be deemed invalid and the generator shall be responsible for any charges incurred by the analytical laboratory including the original monitoring and subsequent monitoring events.

(t) *Reporting.* Report the results to the city upon receipt from the analytical laboratory. Retain a written copy from the analytical laboratory of the analytical results for at least three (3) years from date of monitoring.

(u) *Enforcement, citation, injunctive relief, and damage assessments.* Whenever the con determines that a grease trap or interceptor is in need of pumping, repairs or other maintenance, or in the event that an additional grease interceptor is required, the control authority shall proceed as prescribed below:

1. The control authority conducting the inspection who determines that a violation exists shall immediately notify the owner that a violation exists and must be addressed promptly. The control authority may issue the generator a notice of violation (NOV) stating the deficiencies and nature of the violation(s).
2. If the generator responds with an acceptable explanation for the violation, and a plan for rectifying the situation, or makes good a deficiency within the prescribed time, enforcement ceases at the discretion of the control authority.

(v) *Civil and injunctive relief.* If a generator continues to violate the provisions set forth in this article, or fails to initiate/complete corrective action in response to a NOV. the control authority may pursue one or more of the following options:

1. Pump the grease interceptor and place the appropriate charge on the facility's monthly the City of LaBelle's Utilities service bill for cost recuperation as provided in this section; and/or,
2. Assess further inspection fees as provided; and/or,
3. Terminate water and sewer service.

(w) *Non-compliance fines.* The control authority shall perform a first re-inspection ten (10) calendar days, after issuance of the NOV. to allow sufficient time for corrective action by the generator to be completed. In the event that the generator is compliant with all of the deficiencies, there shall be no charge for the re-inspection. If all of the deficiencies have not been corrected, a first re-inspection fee of two hundred fifty dollars ($250) shall be charged to the generator. A second re-inspection will be performed after a minimum of ten (10) additional calendar days have passed. In the event that the generator is compliant with all of the deficiencies, there shall be no additional charge for the re-inspection. If all of the deficiencies have still not been corrected, a second reinspection fee of four hundred dollars ($400) shall be charged to the generator. If a third or more re-inspections are required a re-inspection fee of seven hundred fifty dollars ($750) for each successive re-inspection shall be charged to the generator in addition to other enforcement actions if all of the deficiencies have still not been corrected. All fees shall be added to the City of LaBelle's Utilities monthly service bill of the generator.

(x) *Cost recuperation for the city.* The charge for the cost recuperation shall include any and all actual costs incurred by the city to remove the captured material from the generator grease handling facilities and/or city sewer collection system, maintenance directly attributable to the generator's non-compliance with this article and legal disposal of captured material and FOG removed from the city sewer collection system. Costs shall include, but not be limited to: labor

material and equipment rental or use fees, captured material landfill transportation and dispo
administrative fees. The control authority will provide the generator with supporting materials documenting the labor charges and associated fees incurred by the control authority for the above referenced work.

(Ord. No. 2020-08 , § 2, 7-9-20)

Secs. 18-30—18-45. - Reserved.

DIVISION 2. - RATES, CHARGES, BILLING

Footnotes:
*--- (**2**) ---*
***Cross reference—** Finance, § 2-56 et seq.*

Sec. 18-46. - Connection and expansion charges.

(a) There shall be charged each applicant for each connection of the city sanitary sewer system fees in the following amounts:

(1) For each residence, apartment or other residential unit, three hundred nineteen dollars and seven cents ($319.07);

(2) For each industrial user, an amount determined by the city commission after a study of the liquid wastes. The city reserves the right to refuse sewer service to industrial users;

(3) For all other users, business, commercial, governmental or otherwise, an amount equal to three hundred nineteen dollars and seven cents (319.07) multiplied by the number of equivalent residential units as determined by the city commission. An equal residential unit is defined as the service requirement ordinarily assigned to single-family residence.

(b) In addition to the above, there shall be charged each applicant expansion fees in the following amounts:

(1) For each residence, apartment or other residential unit, two thousand nine hundred dollars ($2,900.00);

(2) For each industrial user, an amount determined by the city commission after a study of the liquid wastes. The city reserves the right to refuse sewer service to industrial users;

(3) For all other users, business, commercial, governmental or otherwise, an amount equal to two thousand nine hundred dollars ($2,900.00) multiplied by the number of equivalent residential units as determined by the city commission. An equal residential unit is defined as the service requirement ordinarily assigned to single-family residence

(4)

In addition to the fees stated in subsections (a)(1) through (3) and (b)(1), (2), there shall be a ch dollars and fifty cents ($3.50) per running foot of sewer service pipe required to extend the sewer line from the exiting sewer to the user's property line.

(Code 1967, § 18-10; Ord. No. 88-3, 10-13-88; Ord. No. 2015-08(Res.), § 1, 5-14-15)

Sec. 18-47. - Rates.

(1) A rate schedule is adopted by the city providing for the following residential user rates. All residential users of the service of the sewer system shall pay a monthly base rate as follows:

WATER MAIN SIZE	MONTHLY FIXED DEMAND CHARGE
⅝"	$20.52
1"	$74.11
1½"	$148.16
2"	$237.07
3"	$454.34
4"	$553.20
6"	$1,481.68

Plus, a monthly commodity charge of two dollars and forty-three cents ($2.43) per one thousand (1,000) gallons of water usage; provided, the monthly minimum for residential customers shall be the proper fixed demand charge, and the monthly maximum for residential customers shall be the proper fixed demand charge plus twenty dollars and fifty-two cents ($20.52) calculated at the rate of the commodity charge times eight thousand (8,000) gallons of water usage. For all other users there shall be no monthly maximum.

(2) A rate schedule is adopted by the city providing for the following commercial rates. All commercial users of services of the sewer system shall pay a monthly base rate as follows:

WATER MAIN SIZE	MONTHLY FIXED DEMAND CHARGE

>⅝ × ¾"	$20.52
1"	$74.11
1½"	$148.16
2"	$237.07
3"	$454.34
4"	$553.20
6"	$1,481.68

Plus, a monthly commodity charge of two dollars and forty-three cents ($2.43) per one thousand (1,000) gallons of water usage; provided, the monthly minimum for commercial customers shall be the proper fixed demand charge, and there shall be no monthly maximum.

(3) The city reserves the right to enter into contract with large users of water and sewer service for the purpose of setting and determining a monthly charge or rate for the use of such services, which monthly rate or charge may be computed upon a different basis than set forth in the paragraph immediately preceding. Such contracts shall be entered into by means of resolution duly adopted by the city commission.

(4) The city may blend rates from Phase I/Wastewater Treatment Plant and Effluent Disposal Site Project together with Phase II/Wastewater Improvement Project, with concurrence from USDA Rural Development, so that the rates set forth may be less than those set forth above.

(5) For all users having their own private water supply, a monthly charge to be fixed by the city commission but in no event less than the proper monthly fixed demand charge.

(6) In the event that sewage, water or other liquid wastes being discharged into the municipal sewer system from any building or premises contain unduly high concentrates of any substances which add to the operating costs of the municipal sewer system, then special rates, rental, or other charges may be established, charged and collected as to such building or premises.

(Code 1967, § 18-11; Ord. No. 87-7, § 1, 7-9-87; Ord. No. 92-1, § 1, 3-12-92; Ord. No. 92-7, § 1, 12-10-92; Ord. No. 96-10, § 1, 9-12-96; Ord. No. 2003-24, § i, 9-11-03; Ord. No. 2015-08(Res.), § 1, 5-14-15)

Sec. 18-48. - Special treatment.

In the event that sewage, water or other liquid wastes being discharged into the municipal sewer system from any building or premises contains unduly high concentrates or any substances which add to the operating costs of the municipal sewer system, then the owner or other interested party may be required to specially treat such sewage, water or other liquid wastes before it is discharged into the municipal system.

(Code 1967, § 18-12)

Sec. 18-49. - Deposits.

(a) Beginning August 14, 1987, all new commercial accounts shall be required to post a security deposit equal to one hundred fifty (150) percent of their monthly service charge.

(b) All commercial accounts having service established prior to August 14, 1987, who have their service discontinued by their request or by their failure to pay sewer, water or garbage fees, penalties, or any applicable Florida State sales tax connected therewith, and who desire to reestablish service after August 14, 1987, shall be deemed to be a new commercial account and for purposes of this section shall be required to post a security deposit as required in section 18-49(a).

(c) Beginning August 14, 1987, all new residential accounts shall be required to post a security deposit of sixty-five dollars ($65.00).

(d) All residential accounts having service established prior to August 14, 1987, who have their service discontinued by their request or for failure to pay sewer fees, penalties, or sales tax connected therewith, and who desire to reestablish their service after August 14, 1987 shall be deemed to be a new residential account for purposes of this section and shall be required to post a security deposit as required in section 18-49(c).

(Code 1967, § 18-16; Ord. No. 87-4, § 3, 10-8-87; Ord. No. 2015-08(Res.), § 1, 5-14-15)

Editor's note— Ord. No. 87-4, § 3, adopted Oct. 8, 1987, amended § 18-49 to read as herein set out. Prior to inclusion of said ordinance, § 18-49 pertained to payment of fees and bills required.

Sec. 18-50. - Collection of sewer fees where owner has private water supply.

Where sewage disposal fees are not paid in accordance with provisions outlined above, in those instances where the owner has his own private water supply, the city shall have the right to cut off such water supply to the plumbing system and the owner shall have no right to reconnect his own private water supply until sewage disposal fees shall have been paid in full. Any reconnecting of the owner's private water supply, until such sewage disposal fees are paid in full, shall be considered a violation of this Ordinance and subject to the penalties hereinafter provided.

(Code 1967, § 18-17; Ord. No. 2003-24, § i, 9-11-03)

Sec. 18-51. - No service free.

No sewage disposal service shall be furnished or rendered free of charge to any person whatsoever, and the city and each and every agency, department or instrumentality which uses either or both such service shall pay therefor at the rates fixed by this article.

(Code 1967, § 18-19)

Sec. 18-52. - Separate connections for each separate unit.

(1) Each residential unit whether it shall occupy one or more lots and whether it shall occupy any lot or parcel jointly with any other residential unit shall be considered a separate unit for the payment of the sewage disposal fees and separate connections and meters will be required for each such units.

(2) The city commission shall have the authority to issue a special exception upon request of an owner for a single master water meter serving several residential or commercial units upon the following criterion:

(a) All of the residential or commercial units to be serviced by the master meter must be under the same ownership.

(b) All of the residential or commercial units to be serviced by the master meter must be located upon the same lot or parcel of property.

(c) The owner shall agree in writing to pay impact fees, meter charges, and monthly fixed demand charges as if each of the residential or commercial units was on a separate meter.

(3) Should any of the conditions stated herein cease to exist, the owner or owners of the properties previously served by a master meter shall be required to obtain individual water meters for each residential or commercial unit.

(Code 1967, § 18-20; Ord. No. 2003-24, § i, 9-11-03)

Sec. 18-53. - Payment of fees and bills required.

(a) Beginning August 14, 1987, all new commercial accounts shall be billed for the sewer fees provided for in section 18-47 in advance at monthly intervals on the first day of each month in the same manner and at the same time as monthly statements are sent by the city to commercial accounts furnished sewer or water service by the city. These statements shall include the addition of any applicable Florida State sales tax required by Florida Statute and shall be payable upon receipt of the bill. The payment of statements for sewer fees and any applicable sales tax shall be collected at the same time as bills for water or garbage service are collected.

(b) All commercial accounts having sewer service established prior to August 14, 1987 w service discontinued by their request or for failure to pay sewer, water and garbage fees, penalties or any applicable Florida sales tax and who desire to reestablish service after August 14, 1987 shall be deemed to be new commercial accounts and for the purposes of this section shall be billed for sewer service in advance at monthly intervals as set forth in section 18-49(a).

(c) Reserved.

(d) If any sewer bill shall remain unpaid on the fifteenth day of the month, there shall be in addition to the amount due and unpaid a penalty of ten (10) percent of the amount of the bill.

(e) If any sewer bill shall remain unpaid on the first day of the succeeding month, the sewer shall be subject to discontinuance and shall not be reconnected after discontinuance until all past due sewage disposal fees are fully paid, together with the following charges that may apply:

(1) Twenty dollar ($20.00) reconnect fee. A reconnect fee is the fee charge when the service has been discontinued due to nonpayment.

(2) Ten dollar ($10.00) trip charge. A trip charge is assessed if the city personnel make the trip to discontinue the service due to nonpayment, but do not discontinue service because the customer is in the process of paying the fees or has paid the fees.

(3) Twenty dollar ($20.00) return check fee. A return check fee is charged if the customer's check is returned by their bank marked insufficient funds. The city retains the right at the discretion of the chief billing clerk to require all subsequent payments in cash, money order or cashier's check.

(4) The fee for turning on utilities shall be fifteen dollars ($15.00). The turn-on fee is for new service, not existing service that has been discontinued.

(f) The city commission does hereby find that the furnishing of sewer services together with the method of billing and collecting the same is so closely related to the furnishing of other public services, including utilities such as garbage and water service, and particularly the use of equipment and personnel, that as of further penalty for failure or refusal to pay the sewer fee as herein provided, the same shall be considered as delinquent at the same time as under its present rules and regulations for nonpayment of garbage or water bills are considered delinquent, and in such cases the garbage or water service, as well as the sewer service may be discontinued to the property or premises of the person failing or refusing to pay the sewer fees, penalty, or sales tax, and allowing the same to become delinquent.

(Code 1967, § 18-21; Ord. No. 87-4, § 3, 10-8-87; Ord. No. 2003-24, § i, 9-11-03)

Editor's note— Ord. No. 87-4, § 3, adopted Oct. 8, 1987, amended § 18-53 to read as herein set out. Prior to inclusion of said ordinance, § 18-53 pertained to payment.

Sec. 18-54. - Restrictions on revenue application and expenditure.

All monies previously received or hereafter received from rates and charges levied as set forth in Sections 18-46 through 18-53, inclusive, plus interest, if any, shall be deposited in the Sanitary Sewer Revenue Fund and shall be expended from that fund only for the purpose of making major emergency repairs, extending, replacing, over sizing, or separating, the existing treatment plant or collection and interceptor system and/or constructing new additions to the treatment plant or collection and interceptor system.

(Ord. No. 96-12, § 1, 11-14-96)

Sec. 18-55. - Penalties.

Any person, firm or corporation violating any of the provisions of this ordinance shall, for each such offense, be subject to a fine of not to exceed ninety (90) days, or both such fine and imprisonment in the discretion of the court. Any failure or refusal by an owner to connect to the city sewer system after notification to do so, as herein provided, shall be construed a violation of this ordinance.

(Ord. No. 2003-24, § i, 9-11-03)

DIVISION 3. - INDUSTRIAL WASTE PRE-TREATMENT.

Sec. 18-56. - Title, purpose, and scope.

(a) This division will be known and cited as the City of LaBelle Industrial Pretreatment Program (IPP).

(b) The purpose of the industrial pretreatment program is to prevent the introduction of pollutants into the City of LaBelle sanitary collection system that would: interfere with the operation of the treatment facilities: cause pass-through of pollutants through the city wastewater treatment facility (WWTF) which can prevent the ability to reclaim or reuse wastewater or biosolids: be incompatible with the existing treatment works process: or that can jeopardize the safety and wellbeing of WWTF and collection systems personnel. In addition, the IPP ensures that City of LaBelle Utilities Department adheres to the standards set by State and Federal Environmental Protection Agency (EPA) pretreatment regulations.

(c) The territorial scope of this division includes all areas of the City of LaBelle in which the sanitary sewer collection system is owned and maintained by city utilities.

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-57. - Definitions.

In construing the provisions of this chapter, where the context will permit and no definition is provided herein, the definitions provided in F.S. ch. 403, as may be amended from time to time, and in rules and regulations promulgated thereunder, as may be amended from time to time, shall apply. The following words and phrases when used in this chapter shall have the meanings ascribed to them in this section:

Analytical laboratory shall mean a laboratory that complies with Florida Administrative Code 64E-L for the examination of environmental samples by the State of Florida Department of Health (FDH), Bureau of Public Health Laboratories for the water quality parameters and analytical methods included in this division.

Control authority shall mean the City of LaBelle Utilities Superintendent or its designee.

Environmental Protection Agency (EPA) shall mean the United States Federal Government Environmental Protection Agency of the United States, its administrator, or other duh authorized representative of said agency.

Grab sample shall mean a sample that is taken from a wastewater discharge on a one-time basis with no regard to the volume of flow in the discharge.

Industrial user any nonresidential user subject to categorical pretreatment standards under 40 CFR (Code of Federal Regulations), 403.6 and 40 CFR. chapter 1, subchapter N. Any industry which is designated as such by the FDEP on the basis that the industrial user has are reasonable potential for adversely affecting the operation of the collection system or treatment plant or violating any pretreatment requirement.

Notice of violation (NOV) shall mean a written notice informing an owner that a violation of this division has occurred.

Notify shall mean contact by telephone, in person electronic mail or via certified United States Mail, return receipt requested.

Owner shall mean the legal owner(s) of the structure in which the industrial user is located and/or the operator(s).

Premises shall mean a parcel of real estate or portion thereof including any improvements thereon which is determined by the control authority to be a single user for the purposes of receiving, using and paying for sanitary sewer services.

Replacement costs shall mean expenditures for obtaining and installing equipment, accessories or appurtenances necessary to retain design capacity and performance of the WWTF throughout the jurisdiction of the city,

Utilities superintendent shall mean the person designated by the city to oversee and administer the activities of the utilities department, supervise the operation of the WWTF. maintain records of such operation, prepare operating budgets and make recommendations to the City of LaBelle's City Commissioners concerning activities within his responsibility and authority.

Wastewater shall mean the liquid and water containing industrial or domestic wastes from c commercial buildings, industrial facilities, institutions and any other source, whether treated or untreated which is contributed to or permitted to enter the WWTF.

Wastewater treatment facility (WWTF) shall mean a treatment works, also referred to as a wastewater treatment plant (WWTP) or publicly owned treatment works (POTW), which is owned by the city. Any devices and systems used to pump, store, treat recycle and reclaim municipal sewage or industrial wastes of a liquid nature. WWTF shall include piping and city owned and maintained lift stations and pump stations that convey wastewater to the WWTF. Any sanitary sewers that convey waste waters to the WWTF from persons outside the city who are users of the WWTF by contract or agreement with the city.

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-58. - Industrial pretreatment program authority.

(a) Federal regulations were established in June of 1978 and revised in January of 1981, for the responsibility of governmental agencies, industry, and the public to implement national pretreatment standards (NPS) to control the introduction of pollutants into WWTFs. These regulations implemented the requirements of the 1972 Federal Water Pollution Control Act (FWPCA) as amended by the 1977 Clean Water Act and the 1987 Water Quality Act.

(b) *Duties and powers.* The FDEP has been delegated the responsibility for ensuring that public agencies enforce pretreatment standards and regulations. Accordingly, the City of LaBelle Government has adopted this division which: identifies and defines prohibited wastes: requires industries to submit permit applications and obtain discharge permits; requires access to industries for sampling and inspections; requires pretreatment of wastes to meet federal and state discharge limits: and authorizes fines and penalties for noncompliance with discharge limits and other permit conditions, or which may cause the city WWTF to violate its permit limits.

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-59. - Limitations and standards.

(a) *General prohibitions.* Rule 62-625.400 of the Florida Administrative Code (F.A.C.) states that an industrial user shall not introduce into a WWTF any pollutant which causes pass through or interference. These general prohibitions and the specific prohibitions, provided below, apply to each industrial user introducing pollutants into a WWTF whether or not the industrial user is subject to other pretreatment standards, or any national. State, or local pretreatment requirements:

(1) Pollutants which create a fire or explosion hazard in the WWTF;

(2)

Pollutants which will cause corrosive structural damage to the WWTF, but in no case discharge lower than five pint zero (5.0), unless the WWTF is specifically designed to accommodate such discharges;

(3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the WWTF resulting in interference;

(4) Any pollutant, including oxy gen demanding pollutants and solids, released in a discharge at a flow rate or pollutant concentration which will cause interference with the WWTF;

(5) Heat in amounts which will inhibit biological activity in the WWTF resulting in interference, but in no case heat in such quantities that result in the discharge from the treatment plant having a temperature that exceeds 40° C (104° F) unless the FDEP, upon request of the control authority, approves alternate temperature limits in accordance with rule 62-302.520, F.A.C.;

(6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

(7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the WWTF in a quantity that will cause acute worker health and safety problems; or

(8) Any trucked or hauled pollutants, except at discharge points designated by the control authority.

(b) *Local limits.* Each public utility which adopts a pretreatment program in accordance with rule 62-625,500, F.A.C.. shall develop and enforce specific limits.

The control authority (except where the FDEP is acting as the control authority) may develop best management practices (BMPs). Such BMPs shall be considered local limits and pretreatment standards for the city.

It shall be unlawful for any industrial user to throw, drain, run or otherwise discharge into a sanitary sewer, or to cause, permit, allow or suffer, be thrown, run. drained, or otherwise discharged into such sanitary sewer any effluent that is in excess of the following local limits determined from the WWTF influent design conditions and FDEP permit limits listed in Table 1. Industrial users shall perform quarterly monitoring of all effluent lines discharging directly to the city sanitary sewer system utilizing grab sampling.

Table 1. City Industrial User Discharge Limits

Parameter	Compliance Limit	Units
Total Dissolved Solids (TDS)	500	mg/L
Total Suspended Solids (TSS)	320	mg/L

Biochemical Oxygen Demand, five day (BODs)	320	mg/L
Total Kjeldahl Nitrogen (TKN)	50	mg/L
Total Recoverable Cadmium	5	ug/L
Total Recoverable Chromium	100	ug/L
Total Recoverable Lead	15	ug/L

The control authority reserves the right to establish more stringent standards or requirements on discharges to the WWTF consistent with the purpose of this ordinance.

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-60. - Permitting process.

(a) Wastewater discharge permits are issued for a specified period of time not to exceed three (3) years. They define discharge prohibitions, limitations. self-monitoring requirements, and the user's legal obligations. Non-compliance with any discharge limits or permit conditions may result in enforcement.

(b) There are two (2) types of numeric discharge limits which may be included in the permit: local limits which are imposed to protect the WWTF: and federal limits that apply to federal categorical industries. The city's current local limits are established in section 18-59. When both local and federal limits apply for a particular pollutant, both limits are enforced by the control authority. Discharge limits can be expressed either as a concentration (C: mg L) or a mass limit (W: lbs/day). Mass limits are calculated by multiplying the concentration times the flow (Q: million gallons per day (mgd)) times a conversion factor of 8.34 (8.34 is a conversion factor with units (1b x L)/(mg x gallon x 10^6) as follows:

$$W \text{ (lbs/day)} = Q \text{ (mgd)} \times C \text{ (mg/L)} \times 8.34$$

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-61. - Permit application.

(a) Industries which conduct operations subject to federal and state regulations and have the potential to impact the city sanitary sewer collection system are required to apply for a permit.

(b)

Permit applications can be obtained at the address below and should be completed and returned within fifteen (15) business days. For help completing the application or to obtain additional program information contact:

City of LaBelle - Public Works Department
481 West Hickpochee Avenue
LaBelle, FL 33935

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-62. - Permit issuance.

(a) The industrial pretreatment program control authority report, together with the completed permit application, forms the basis for assigning a permit type and for establishing permit discharge limits and conditions. Industries are categorized according to the nature of their discharge into one (1) of three (3) defined permit categories:

(1) *TYPE 1.* Any user subject to an categorical standards must obtain a Type I discharge permit.

(2) *TYPE II.* Any user that is not subject to an categorical standards of Type I, but meets one (1) of the following conditions must obtain a Type II discharge permit:

a. An user that discharges an average of twenty-five thousand (25,000) gallons per day GPD or more of process wastewater into the city sewers, stem excluding sanitary noncontact cooling and boiler blowdown waste water.

b. An user that contributes a process waste stream which makes up more than five (5%) percent of the average dry weather hydraulic or organic capacity of any of the city WWTF (100 lbs BODs/d).

c. Is determined by the city to possess a reasonable potential for adversely affecting the WWTF operations or for violating an local, state, or federal pretreatment standard or requirement.

(3) *TYPE III.* An user that maybe subject to categorical standards but does not discharge any regulated wastewater or an user that is not subject to Type I or Type II conditions above but in the best professional judgment of the control authority has a reasonable potential to violate any local state or federal retreatment standards or requirement must obtain a Type III discharge permit.

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-63. - Permit revocation.

(a) The control authority may revoke an individual wastewater discharge permit for good cause including but not limited to, the following reasons:

(1) Failure to notify the authority of significant changes to the wastewater prior to th discharge;

(2) Failure to provide prior notification to the authority of changed conditions;

(3) Misrepresentation or failure to fully disclose all relevant facts in the permit application;

(4) Falsifying self-monitoring reports and certification statements;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the authority timely access to the facility premises and records;

(7) Failure to meet effluent limits;

(8) Failure to pay fines;

(9) Failure to pay sanitary sewer charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete an industrial waste survey or a permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(13) Violation of any pretreatment standard, requirement, these provisions, or any terms of the wastewater discharge permit.

An individual wastewater discharge permit shall be voidable upon cessation of operations or transfer of business ownership, unless a permit transfer has been approved by the authority. All existing permits issued to a user are void upon the issuance of a new permit to that user. Failure to acquire a permit will result in the non-compliance penalties outlined in section 7-2.

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-64. - Inspection.

(a) *Facility inspection.* After the completed permit application is received, the city will schedule a facility inspection which consists of: an interview with industry personnel; a tour of the facility; and a review of written industry records. During the interview, the industry's application, waste generating processes, wastewater composition, and volume of wastewater discharge are reviewed. The facility tour will include an inspection of the entire operation, focusing primarily on operations generating wastewater, pretreatment facilities, and chemical/hazardous waste storage areas. During the tour, city inspectors will identify or confirm for the sampling location(s) that will be used to monitor compliance with the limits of this division. It is the industry's responsibility to provide an accessible and representative sampling location. Following the inspection, industrial pretreatment program control authority will review all records including, but not limited to, hazardous waste manifests, safety data sheets, and pretreatment system operations/maintenance logs, industrial pretreatment performance.

(b) *Monitoring.* The industry user must sample its own discharge and have it analyzed b analytical laboratory certified by the FDH Environmental Laboratory Certification Program (ELCP). The City of LaBelle Utilities Department may also periodically and independently sample an industry's discharge to determine compliance with this ordinance. City sampling maybe done with or without prior notice to the industry. Samples collected by the city are analyzed by a laboratory certified by the FDH ELCP

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-65. - Enforcement.

(a) *Enforcement response plan.* The control authority conducting the inspection who determines that a violation exists shall immediately notify the owner that a violation exists and must be addressed promptly. The control authority may issue the industrial user a notice of violation (NOV) stating the deficiencies and nature of the violation(s).

If the industrial user responds with an explanation for the violation acceptable to the city, and a plan for rectifying the situation, or corrects a deficiency within the prescribed time, enforcement ceases at the discretion of the control authority. ____

(b) *Non-compliance fines.* Below is the administrative fine structure for noncompliance with the City of LaBelle Pretreatment Regulations:

Nature of Violation	Fine Amount Assessed Per Violation Per Day
Late Submittal of Required Report (< 30 Days Past Due)	$100.00
Discharge Violation	$500.00

Violations Which Place the Industrial User: 66% or more of all discharge measurements in a six-month period exceed the daily maximum limit or the average limit for the same pollutant parameter. 33% or more of all discharge measurements in a six-month period exceed the daily maximum limit or the average limit for the same pollutant parameter. Discharge(s) which cause pass through, or interference at the WWTF or which endanger the health or the WWTF personnel, the general public or the environment. Violation(s) of compliance date milestones. Failure to submit required reports and/or required reports submitted thirty (30) days or more past due date. Failure to accurately report noncompliance. Any other violation(s) which the Control Authority deems detrimental to implementation of the local pretreatment program.	$1,000.00
Falsification of Reports	$2,000.00 plus Termination of Service
Entry Denial and/or Unprecedented Delay of Entry	$2,000.00 plus Termination of Service

Note: Administrative fines are subject to modification at the discretion of the control authority. Administrative fines more than thirty (30) days past due are subjects to an additional penalty of five ($5.00) dollars per day of violation (plus interest); where each day of continued violation is deemed a separate violation.

(Ord. No. 2020-11 , § 2, 9-10-20)

Sec. 18-66. - Cost recuperation for the City of Labelle.

The charge for the cost recuperation shall include an and all replacement costs incurred by the city to remove the captured material from noncompliant industrial users. Costs shall include, but not be limited to: labor material and equipment rental or use fees captured material landfill transportation and disposal fees, and administrative fees. The control authority will provide the industrial user with supporting materials documenting the labor charges and associated fees incurred by the control authority for the above referenced work.

(Ord. No. 2020-11 , § 2, 9-10-20)

ARTICLE III. - WATER

Footnotes:
*--- (**3**) ---*
***Cross reference—** Abandoned wells left uncovered prohibited, § 12-9.*

DIVISION 1. - GENERALLY

Secs. 18-67—18-90. - Reserved.

DIVISION 2. - CONNECTIONS

Sec. 18-91. - Connections with water works system.

Where the same shall be available, the owner of every lot or parcel of land within the city shall connect or cause the plumbing of any building thereon to be connected with the municipal waterworks system of the city and use the facilities of such system. All such connections shall be made in accordance with the rules and regulations which shall be adopted from time to time by the city commission. No person shall occupy a new home or building until city water is furnished to such new house or building when available.

(Code 1967, § 24-11)

Sec. 18-92. - Exceptions to connections.

This article shall not be construed to require or entitle any person to cross the private property of another to make any such water connection.

(Code 1967, § 24-12)

Sec. 18-93. - Unlawful connection.

(a) No person shall be allowed to connect into any water line owned by the city without the written consent of the city, and then the connection with such line shall be made only under the direction and supervision of the city. Any property owner or plumber who shall make any connection without such consent of the city shall, upon conviction, be subject to the penalties provided for herein.

(b) No person shall make, or cause to be made, any physical connection between the water distribution system of the city and that of any other water supply.

(Code 1967, § 24-13)

Sec. 18-94. - Connecting old plumbing.

Whenever it is desirable to connect old plumbing with the city water line, the owner or plumber contemplating doing such work shall notify the city plumbing inspector who will inspect said old plumbing and notify the owner or plumber what alterations will be necessary to place said old plumbing in an acceptable condition for such connection. Any owner or plumber who shall make any connection without the approval of the plumbing inspector shall, upon conviction, be subject to the penalties herein provided.

(Code 1967, § 24-14)

Sec. 18-95. - Maintenance of plumbing system.

The owner of the property shall be responsible for maintaining and keeping clean the water lines leading and connecting from the plumbing system to the city distribution lines.

(Code 1967, § 24-15)

Sec. 18-96. - No service free.

No water service shall be furnished or rendered free of charge to any person, firm or corporation whatsoever, and the city and each and every agency, department or instrumentality which uses either or both such services shall pay therefor at the rates fixed by this chapter.

(Code 1967, § 24-16)

Sec. 18-97. - Separate connections for each separate unit; special exceptions.

(a) Each residential or commercial unit, whether occupying one or more lots or whether it shall occupy any lot or parcel jointly with any other residential or commercial unit shall be considered a separate unit for the payment of water fees, and separate connections and meters will be

required for each of such units.

(b) The city commission shall have the authority to issue a special exception upon request of an owner for a single water meter serving several residential or commercial units upon the following criteria:

(1) All of the residential or commercial units to be serviced by the single water meter must be under the same ownership.

(2) All of the residential units to be serviced by the single water meter must be located upon the same lot or parcel of property.

(3) The owner shall agree in writing to pay impact fees, meter charges, and monthly fixed demand charges as if each of the residential units was on a separate meter.

(c) Should any of the conditions cease to exist, the owner or owners of the properties previously served by a single water meter shall be required to obtain individual water meters for each residential unit.

(Code 1967, § 24-17; Ord. No. 91-1, §§ 1, 2, 5-9-91; Ord. No. 96-2, § 1, 1-11-96)

Sec. 18-98. - Private wells for drinking water.

No person shall use a private well for drinking water where new construction has taken place and city water is available.

(Code 1967, § 24-18)

Sec. 18-99. - Connection or tapping fees.

There is hereby established a fee to be charged and paid by each consumer of water furnished by the city who shall connect or tap into the city water system, a tapping or connection fee as follows:

(1) *Inside city limits.*

Meter size	Fee
⅝ or ¾ inch	$723.60
1 inch	$974.88
1½ inch	$1,623.96
2 inch	$1,941.48

4" and larger	To be determined at time of service.

(2) *Outside city limits.*

Meter size	Fee
⅝ or ¾ inch	$770.40
1 inch	$1,038.24
1½ inch	$1,729.44
2 inch	$2,067.84
4" and larger	To be determined at time of service.

In addition to the above, there shall be charged each applicant expansion fees in the following amounts:

(3) For each residence, apartment or other residential unit within the corporate limits of the city, three thousand three hundred twelve dollars ($3,312.00).

(4) For all other users within the corporate limits of the city, business, industrial, commercial, governmental or otherwise, an amount equal to three thousand three hundred twelve dollars ($3,312.00) multiplied by the number of equivalent residential units as determined by the city commission. An equivalent residential unit is defined as the service requirement ordinarily assigned to single-family residence.

(5) For each residence, apartment or other residential unit outside the corporate limits of the city, four thousand one hundred forty dollars ($4,140.00).

(6) For all other users outside the corporate limits of the city, business, industrial, commercial, governmental or otherwise, an amount equal to four thousand one hundred forty dollars ($4,140.00) multiplied by the number of equivalent residential units as determined by the city commission. An equivalent residential unit is defined as the service requirement ordinarily assigned to single-family residence.

(Code 1967, § 24-19; Ord. No. 94-11, § 1, 10-12-94; Ord. No. 2014-04, §§ 1, 2, 4-10-14; Ord. No. 2015-08(Res.), § 1, 5-14-15)

Secs. 18-100—18-114. - Reserved.

DIVISION 3. - RATES AND CHARGES

Footnotes:
*--- (**4**) ---*
***Cross reference—** Finance, § 2-56 et seq.*

Sec. 18-115. - Authority to modify rates and charges.

All rates and charges codified in Chapter 18 "Utilities" of the City Code, including, but not limited to, all rates and charges for water, wastewater and reclaimed water service, may be modified by resolution, properly noticed and adopted by the city commission.

(Ord. No. 2007-01, § 2, 4-12-07)

Sec. 18-116. - Rates.

The following monthly water rates, consisting of a monthly fixed demand charge based on water meter size, plus a monthly commodity charge per one thousand (1,000) gallons of usage shall be charged and paid for water supplied by the city to the users thereof:

(1) *Inside city limits.*

METER SIZE	MONTHLY FIXED DEMAND CHARGE
⅝"	$35.08
1"	$87.71
1½"	$175.39
2"	$280.60
3"	$526.16
4"	$876.90
6"	$1,753.82

Plus, a monthly commodity charge of four dollars and fifty-five ($4.55) per one thousand (1,000) gallons of usage; provided the monthly minimum for residential customers shall be the proper fixed demand charge.

(2) *Outside city limits.*

METER SIZE	MONTHLY FIXED DEMAND CHARGE
⅝"	$43.86
1"	$109.66
1½"	$219.22
2"	$350.76
3"	$657.66
4"	$1,096.13
6"	$2,192.28

Plus, a monthly commodity charge of five dollars and sixty-nine cents ($5.69) per one thousand (1,000) gallons of usage; provided the monthly minimum for residential customers shall be the proper fixed demand charge.

(Code 1967, § 24-20; Ord. No. 87-4, § 4, 10-8-87; Ord. No. 92-1, § 2, 3-12-92; Ord. No. 92-7, § 2, 12-10-92; Ord. No. 2007-01, § 1, 4-12-07; Ord. No. 2014-04, §§ 1, 2, 4-10-14; Ord. No. 2015-08(Res.), § 1, 5-14-15)

Sec. 18-117. - Deposits.

(a) Beginning August 14, 1987, all new commercial accounts shall be required to post a security deposit equal to one hundred fifty (150) percent of their monthly service charge.

(b) All commercial accounts having service established prior to August 14, 1987, who have their service discontinued by their request or by their failure to pay water, sewer or garbage fees, penalties, or any applicable Florida State sales tax connected therewith, and who desire to

reestablish service after August 14, 1987, shall be deemed to be a new commercial account and for purposes of this section shall be required to post a security deposit as required in section 18-117(a).

(c) All new residential accounts shall be required to post a security deposit of ninety dollars ($90.00).

(d) All residential accounts having service established prior to August 14, 1987, who have their service discontinued by their request or for failure to pay water fees, penalties, or sales tax connected therewith, and who desire to reestablish their service after August 14, 1987, shall be deemed to be a new residential account for purposes of this section and shall be required to post a security deposit as required in section 18-117(c).

(Code 1967, § 24-21; Ord. No. 85-6, § 1, 6-13-85; Ord. No. 87-4, § 4, 10-8-87; Ord. No. 2014-04, §§ 1, 2, 4-10-14; Ord. No. 2015-08(Res.), § 1, 5-14-15)

Editor's note— Ord. No. 87-4, § 4, adopted Oct. 8, 1987, amended § 18-117 to read as herein set out. Prior to inclusion of said ordinance, § 18-117 pertained to cash deposits; nonowner occupied.

Sec. 18-118. - Billing; nonpayment.

(a) Beginning August 14, 1987, all new commercial accounts shall be billed for the water fees provided for in section 18-116 in advance at monthly intervals on the first day of each month in the same manner and at the same time as monthly statements are sent by the city to commercial accounts furnished sewer or garbage service by the city. These statements shall include the addition of any applicable Florida State sales tax required by Florida Statute and shall be payable upon receipt of the bill. The payment of statements for water fees and any applicable sales tax shall be collected at the same time as bills for sewer or garbage service are collected.

(b) All commercial accounts having water service established prior to August 14, 1987, who have their service discontinued by their request or for failure to pay water fees, penalties or any applicable Florida sales tax and who desire to reestablish service after August 14, 1987, shall be deemed to be new commercial accounts and for the purposes of this section shall be billed for water service in advance at monthly intervals in the same manner and at the same time as monthly statements are sent by the city to new commercial accounts as set forth in section 18-117(a).

(c) The water fees provided for in section 8-37 for services provided to residential accounts shall be billed to the persons liable for the same at monthly intervals on the first day of each month following the use of the system, in the same manner and at the same time as monthly statements are sent by the city to residential accounts furnished sewer or garbage service by the city. The statement shall include the addition of any applicable Florida State sales tax required by Florida Statute and shall be payable upon receipt. The payment of statements for water fees and any applicable Florida State sales tax shall be collected at the same time as bills for sewer or garbage services are collected.

(d) If any water bill shall remain unpaid on the fifteenth day of the month, there shall be to the amount due and unpaid a penalty of ten (10) percent of the amount of the bill.

(Code 1967, § 24-22; Ord. No. 87-4, § 4, 10-8-87)

Editor's note— Ord. No. 87-4, § 4, adopted Oct. 8, 1987, amended § 18-118 to read as herein set out. Prior to inclusion of said ordinance, § 18-118 pertained to payment of fees and bills required.

Sec. 18-119. - Discontinuance of services; reconnecting charges and miscellaneous charges.

(a) If any bill for water shall remain unpaid on the first day of the succeeding month, the water shall be cut off and discontinued to such user, and before supplying of water to such user is resumed, the user shall pay the city, in addition to the amount due and unpaid by such user the appropriate fees or charges as listed in (c).

(b) If the water shall be cut off and disconnected for reasons other that nonpayment of the water bill, there shall be a turn-on fee as listed in (c).

(c) Fees.

Turn on fee for new deposit	$27.00
Normal reconnect fee	$27.00
Disconnect Processing fee	$55.00
Reconnect charge after hours is an additional charge	$13.00
Trip charge	$13.00
[Damaged meter]	Actual cost of meter plus labor
Broken/Damaged lock	$27.00
Returned check	$42.00
Broken/Damaged valve	$69.00

(Code 1967, § 24-23; Ord. No. 2014-04, §§ 1, 2, 4-10-14; Ord. No. 2015-08(Res.), § 1, 5-14-15)

Editor's note— Res. No. 2015-08, § 1, adopted May 14, 2015, amended § 18-119 to read as set out herein. Previously § 18-119 was titled "Discontinuance of services; reconnection charge."

Sec. 18-120. - Penalties.

Any person, firm or corporation violating any of the provisions of this chapter shall, upon conviction thereof, be punished in accordance with section 1-17 of this Code. Any failure or refusal by an owner or lessee to pay the charges or rates hereinabove provided shall be construed to be in violation of this chapter.

(Code 1967, § 24-24)

Sec. 18-121. - Restrictions on revenue application and expenditure.

All monies previously received or hereafter received from rates and charges levied as set forth in sections 18-91 through 18-120, inclusive, plus interest, if any, shall be deposited in the water revenue fund and shall be expended from that fund only for the purpose of making major emergency repairs, extending, replacing, over sizing, or separating, the existing water treatment plant or collection and interceptor system and/or constructing new additions to the water treatment plant or collection and interceptor system.

(Ord. No. 96-13, § 1, 11-14-96)

DIVISION 4. - CROSS CONNECTION CONTROL PROGRAM

Sec. 18-122. - General policy.

(a) *Purpose.*

(1) To protect the public potable water supply of the City of LaBelle from the possibility of contamination of pollution by isolating within the customer's distribution system(s) of the customer's private water system(s) such contaminants or pollutants that could backflow into the public water system; and

(2) To promote the elimination or control of existing cross connections, actual or potential, between the customer's in plant potable water system(s) and nonpotable water systems, plumbing fixtures and industrial piping systems; and

(3) To provide for maintenance of a continuing program of cross connection control that will systematically and effectively prevent the contamination or pollution of all potable water systems all in accordance with Rule 62-555.360, Florida Administrative Code.

(b)

Responsibility. The City of LaBelle Utility Director shall be responsible for implementation and administration of this division which protects the public potable water distribution system from contamination or pollution due to backflow of contaminants or pollutants through water service connections. If, in the judgment of the utility director an approved backflow prevention assembly is required (at the customer's water service connection; or, within the customer's private water system) for the safety of the water system, the utility director or his/her designated agent shall give notice in writing to the customer to install such an approved backflow prevention assembly(ies) at specific location(s). The customer shall immediately install the approved assembly(ies) at his/her own expense; and, failure, refusal, or inability on the part of the customer to install, have tested, and maintain the assembly(ies) shall constitute grounds for discontinuing water service to the premises until the requirements have been satisfactorily met.

(Ord. No. 2006-27, § I(1), 6-8-06)

Sec. 18-123. - Definitions.

[For the purposes of this division, the following words shall be defined as follows:]

Approved. Accepted by the authority responsible as meeting an applicable specification stated or cited in this program or as suitable for the proposed use.

Auxiliary water supply. Any water supply on or available to the premises other than the city's approved public water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s), such as a well, spring, river, stream, harbor and so forth; used waters; or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water department does not have sanitary control.

Backflow. The undesirable reversal of flow in a potable water distribution system as a result of a cross connection.

Backflow preventer. An assembly or means designed to prevent backflow.

(1) *Air gap.* The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water or waste to a tank, plumbing fixture, receptor, or other assembly and the flood level rim of the receptacle. These vertical, physical separations must be at least twice the diameter of the water supply outlet, never less than one (1) inch (25 mm).

(2) *Reduced pressure backflow prevention assembly.* The approved reduced pressure principle backflow prevention assembly consists of two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief

valve located between the check value and below the first check valve. These units are located (2) tightly closing resilient seated shutoff valves as an assembly and equipped with properly located resilient seated test cocks.

(3) *Double check valve assembly.* The approved double check valve assembly consists of two (2) internally loaded check valves, either spring loaded or internally weighted, installed as a unit between two (2) tightly closing resilient seated shutoff valves and fittings with properly located resilient seated test cocks. This assembly shall only be used to protect against a nonhealth hazard (that is, pollutant).

Backpressure. A pressure, higher than the supply pressure, caused by a pump, elevated tank, boiler, or any other means that may cause backflow.

Backsiphonage. Backflow caused by negative or reduced pressure in the supply piping.

City. Any reference to the "city" shall mean the City of LaBelle Water Department or the City of LaBelle City Commission.

Contamination. An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.

Cross connection. A connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances would allow such substances to enter the potable water system. Other substances may be gases, liquids or solids, such as chemicals, waste products, steam, water from other sources (potable or nonpotable) or any other matter that may change the color or add odor to the water.

Cross connection control by containment. The installation of an approved backflow prevention assembly at the water service connection to any customer's premises, where it is physically and economically unfeasible to find and permanently eliminate or control all actual or potential cross connections within the customer's water system; or it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross connections that cannot be effectively eliminated or controlled at the cross connection.

Cross connection controlled. A connection between a potable water system and a nonpotable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

Customer. Person, persons or entity whose name appears on the water bill or benefits from water service to the premises in question.

Department of Environmental Protection. Department of Environmental Protection (DEP) State of Florida agency empowered to review, permit, and monitor public and private potable water systems.

Hazard, degree of. The term is derived from an evaluation of the potential risk to public hea adverse effect of the hazard upon the potable water system.

(1) *Hazard, health.* A cross connection or potential cross connection involving any substance that could, if introduced in the potable water supply, cause death, illness, spread disease or have a high probability of causing such effects.

(2) *Hazard, plumbing.* A plumbing type cross connection in a consumer's potable water system that has not been properly protected by an approved air gap or an approved backflow prevention assembly.

(3) *Hazard, nonhealth.* A cross connection or potential cross connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into the potable water supply.

(4) *Hazard, system.* An actual or potential threat of severe damage to the physical properties of the public potable water system or the consumer's potable water system or of a pollution or contamination that would have a protracted effect on the quality of the potable water in the system.

Industrial fluids system. Any system containing a fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration, such as would constitute a health, system, pollution, or plumbing hazard, if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and used waters originating from the public.

Pollution. The presence of any foreign substance in the water that tends to degrade its quality so as to constitute a nonhealth hazard or impair the usefulness of the water.

Service connection. The terminal end of a service connection from the public potable water system, that is, where the water department loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There shall be no unprotected takeoffs from the service line ahead of any meter or backflow prevention assembly located at the point of delivery to the customer's water system. Service connection shall also include water service connections from a fire hydrant and all other temporary or emergency water service connections from the potable water system.

Utility director. The utility director of the City of LaBelle is invested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this program.

Water, nonpotable. Water that is not safe for human consumption or that is of questionable quality.

Water, potable. Water that is safe for human consumption as described by the Florida Depa Environmental Protection.

(Ord. No. 2006-27, § I(2), 6-8-06)

Sec. 18-124. - Requirements.

(a) *Water system.*

(1) The water system shall be considered as made up of two (2) parts: the utility system and the customer system.

(2) Utility system shall consist of the source facilities and the distribution system, and shall include all those facilities of the water system under the complete control of the utility, up to the point where the customer's system begins.

(3) The source shall include all components of the facilities utilized in the production, treatment, storage and delivery of the water to the distribution system.

(4) The distribution system shall include the network of conduits used for the delivery of water from the source to the customer's system.

(5) The customer's system shall include those parts of the facilities beyond the termination of the utility distribution system that are utilized in conveying utility delivered domestic water to the points of use.

(b) *Policy.*

(1) The city shall review plumbing plans for compliance with cross connection and backflow prevention requirements as established by this program. No water service connection to any premises shall be permitted, installed or maintained by the city unless the water supply is protected as required by Rule 62-555.360 F.A.C. and this program. Service of water to any premises shall be withheld or discontinued by the city if a backflow prevention assembly required by the program is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed or if an unprotected cross connection exists on the premises. Service will not be restored until the conditions or defects are corrected.

(2) Prior to final connection of the customer's system to the public supply system, the city shall perform an inspection to determine whether cross connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the city shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with DEP regulations and city ordinances relating to plumbing and water supplies and the regulations adopted pursuant thereto.

(3)

The customer shall cause an approved backflow prevention assembly to be installed on each s said customer's water system at or near the property line or immediately inside the building being served; but in all cases, before the first branch line leading off the service line wherever the following conditions exist:

a. In case of premises having an auxiliary water supply that is not or may not be of safe bacteriological or chemical quality and that is not acceptable as an additional source by the city or DEP.

b. In case of premises on which any industrial fluids or any other objectionable substances are handled in such a fashion as to create an actual or potential hazard to the public water system. This shall include the handling of process waters. Process waters are waters originating from the utility system that have been subject to deterioration in quality or from auxiliary sources.

c. In case of premises having (1) internal cross connections that cannot be permanently corrected and controlled, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross connections exist.

(4) The type of protective assembly required under subsections (b)(3)a., b., and c., above, shall depend upon the degree of hazard that exists as follows:

a. In the case of any premises where there is an auxiliary water supply as stated in subsection (b)(3)a., of this section, and is not subject to any of the following rules, the public water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention assembly.

b. In case of any premises where there is water or substance that would be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by an approved double check valve assembly.

c. In case of any premises where there is any material dangerous to health that is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.

d. In case of any premises where there are "uncontrolled" cross connections, either actual or potential, the public water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention assembly at the service connection.

e. In case of any premises where, because of security requirements or other pr restrictions, it is impossible to make a complete in-plant cross connection survey, the public water system shall be protected against backflow from the premises by either an approved air gap separation or an approved reduced pressure principle backflow prevention assembly on each service to the premises.

f. In case of any premises where, in the opinion of the city or DEP, an undue health threat is posed because of the presence of extremely toxic substances, the city may require an air gap at service connection to protect the public water system. The requirement will be at the discretion of the city and is dependent on the degree of hazard.

(5) Any backflow prevention assembly required herein shall be a model and size approved by the city. The term "approved backflow prevention assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association (AWWA) titled:

AWWA CS510-89 Standard for Double Check Valve Backflow Prevention Assembly, and

AWWA CS511-89 Standard for Reduced Pressure Principle Backflow Prevention Assembly,

and have met completely the laboratory and field performance specifications of the Foundation for Cross Connection Control and Hydraulic Research (FCCCHR) of the University of Southern California established by Specification of Backflow Prevention Assemblies Section 10 of the most current issue of the Manual of Cross Connection Control.

The referenced AWWA and FCCHR standards and specifications are hereby adopted by the city. Final approval shall be evidenced by a certificate of approval issued by an approved testing agent certifying full compliance with said AWWA standards and FCCHR specifications. The city utility director shall maintain a list of approved testing agents who may provide certification.

Backflow preventers that may be subjected to backpressure or backsiphonage that have been fully tested and have been granted a certificate of approval by a qualified agent and are listed on the city's current list of approved backflow prevention assemblies may be used without further testing or qualification.

(6) It shall be the duty of the customer-user at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made at least once per year. In those instances where the city deems the hazard to be great enough, certified inspections may be required at more frequent intervals. These inspections and tests shall be at the expense of the water user and shall be performed by city personnel or by a certified tester approved by the city. It shall be the duty of the utility director to see that these tests are made in a timely manner. The customer-user shall notify the city in advance when the tests

are to be undertaken so that the city may witness the tests, if so desired. These assemblies sh repaired, overhauled or replaced at the expense of the customer-user whenever the assemblies are found to be defective. Records of such tests, repairs, and overhaul shall be documented by the agent and copied to the utility director within ten (10) days of completion of said tests, repairs or overhauls. All records shall be maintained by the city for a minimum of ten (10) years.

(7) All presently installed backflow prevention assemblies that do not meet the requirements of this section but were approved assemblies for the purpose described herein at the time of installation and that have been properly maintained, shall, except for the inspection and maintenance requirements under subsection (6), be excluded from the requirements of these rules so long as the city is assured that they will satisfactorily protect the utility system. Whenever the existing assembly is moved from the present location, requires more than minimum maintenance or when the city finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this section.

(Ord. No. 2006-27, § I(3), 6-8-06)

Secs. 18-125—18-135. - Reserved.

ARTICLE IV. - WATER SHORTAGE PLAN

Sec. 18-136. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

District shall mean the South Florida Water Management District.

Water resource means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

Water shortage condition is when sufficient water is not available to meet present or anticipated needs of persons using the water resource, or when conditions are such as to require temporary reduction in total water usage within a particular area to protect the water resource from serious harm. A water shortage usually occurs due to drought.

Water shortage emergency means that situation when the powers which can be exercised under part II of the Florida Administrative Code, are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural,

recreational or other reasonable uses.

(Ord. No. 85-2, § 2.01, 4-11-85)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 18-137. - Intent and purpose.

It is the intent and purpose of this article to protect the water resources of the city from the harmful effects of overutilization during periods of water shortage and allocate available water supplies by assisting the South Florida Water Management District in the implementation of its water shortage plan.

(Ord. No. 85-2, § 1.01, 4-11-85)

Sec. 18-138. - Application.

The provisions of this article shall apply to all persons using the water resources within the geographical areas subject to the water shortage or water shortage emergency, as determined by the district, whether from public or privately owned water utility systems, private wells, or private connections with surface water bodies. This article shall not apply to persons using treated effluent or saltwater.

(Ord. No. 85-2, § 3.01, 4-11-85)

Sec. 18-139. - Amendments to water shortage plan.

Chapter 40E-21, Florida Administrative Code, as the same may be amended from time to time, is incorporated herein by reference as a part of the LaBelle Code.

(Ord. No. 85-2, § 4.01, 4-11-85)

Sec. 18-140. - Declaration of water shortage; water shortage emergency.

The declaration of a water shortage or water shortage emergency within all or part of the city by the city commission or the executive director of the district shall invoke the provisions of this article. Upon such declaration all water use restrictions or other measures adopted by the district applicable to the city, or any portion thereof, shall be subject to enforcement action pursuant to this ordinance. Any violation of the provisions of chapter 40-E-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this article.

(Ord. No. 85-2, § 5.01, 4-11-85)

Sec. 18-141. - Enforcement.

Every police officer or sheriff having jurisdiction in the area governed by this article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this article. In addition, the city administrator may also delegate enforcement responsibility for this article to agencies and departments of city government, or cities in the service areas governed by this article in accordance with state and local law.

(Ord. No. 85-2, § 6.01, 4-11-85)

Sec. 18-142. - Penalties.

(a) Violation of any provision of this article shall be subject to the following penalties:

(1)	First violation	$25.00
(2)	Second and subsequent violations	Fine not to exceed five hundred dollars ($500.00) and/or imprisonment in the county jail not to exceed sixty (60) days.

(b) Each day in violation of this article shall constitute a separate offense. In the initial states of a water shortage or water shortage emergency, law enforcement officials may provide violators with no more than one (1) written warning. The city, in addition to the criminal sanctions contained herein, may take any other appropriate legal action, including but not limited to emergency injunctive action, to enforce the provisions of this article.

(Ord. No. 85-2, § 7.01, 4-11-85)

Sec. 18-143. - Water users to accept provisions of article.

No water service shall be furnished to any person by a public or private utility unless such person agrees to accept all the provisions of this article. The acceptance of water service shall be in itself the acceptance of the provisions thereof.

(Ord. No. 85-2, § 8.01, 4-11-85)

Secs. 18-144—18-150. - Reserved.

ARTICLE V. - WATER SERVICE DISTRICT

Sec. 18-151. - Creation of district.

There is hereby created the City of LaBelle Water and Wastewater Service District (hereafter "district").

(Ord. No. 2004-07, § 1, 4-8-04; Ord. No. 2004-11, § 1, 5-13-04)

Sec. 18-152. - District boundaries.

The district shall have the boundaries set forth in Exhibit "A" to Ord. No. 2004-11, which are intended not to include any area within the territorial limits of another incorporated municipality or village, nor shall such boundaries extend more than five (5) miles from the territorial limits of the city.

(Ord. No. 2004-07, § 2, 4-8-04; Ord. No. 2004-11, § 2, 5-13-04)

Sec. 18-153. - Connection to wastewater system required.

(a) All persons or corporations developing property for any purpose within the district after the effective date of this ordinance are required to connect to the wastewater system when available. The wastewater system shall be deemed available as that term is defined in F.S. (2003) § 381.0065(2).

(b) For property located within the district that has a building or other structure connected to a properly functioning onsite sewage treatment and disposal system, as that term is defined in F.S. (2003) § 381.0065(2), on the effective date of this ordinance, the building or other structure shall connect to the wastewater system in accordance with the provisions of F.S. (2003) § 381.00655.

(c) For property located within the district that has a building or other structure connected to an onsite sewage treatment and disposal system that, after the effective date of this ordinance, needs repair or modification to function in a sanitary manner or to comply with the requirements of F.S. (2003) §§ 381.0065 through 381.0067, or rules adopted under those sections, the building or other structure shall connect to the wastewater system in accordance with the provisions of F.S. (2003) § 381.00655.

(d) Nothing herein contained shall be construed to conflict with the City of LaBelle Code section 18-91 which is specifically applicable to properties within the territorial boundaries of the City of LaBelle.

(Ord. No. 2004-07, § 3, 4-8-04; Ord. No. 2004-11, § 3, 5-13-04)

Sec. 18-154. - Connection to water system required.

(a) Subject to subsection (b) immediately below, all persons or corporations developing property for any purpose within the district after the effective date of this ordinance are required to connect to the water system, when available. The water system shall be deemed available as follows:

(1) For a residential lot or single-family residence, duplex, triplex, townhouse, multiple-family or commercial establishment, when a water main is located within a public right-of-way or easement that abuts the property on which the residential lot or single-family residence, duplex, triplex, townhouse, multiple-family or commercial establishment is located; and

(2) For a proposed residential subdivision, when the water system is located within one-fourth (¼) of a mile from the proposed subdivision, measured via existing easements and rights-of-way.

(b) For property located within the district that has a building or other structure connected to an individual well on the effective date of this ordinance, the building or other structure shall connect to the water system when a water main is located within a public right-of-way or easement that abuts the property on which the building or other structure is located and the well system fails, becomes contaminated, experiences a dry well condition or a permit is requested for a replacement well.

(c) Nothing herein contained shall be construed to conflict with the City of LaBelle Code section 18-91 which is specifically applicable to properties within the territorial boundaries of the City of LaBelle.

(Ord. No. 2004-07, § 4, 4-8-04; Ord. No. 2004-11, § 4, 5-13-04)

Sec. 18-155. - Inclusion in Code of Ordinances.

The provisions of this ordinance shall be made a part of the City of LaBelle Code of Ordinances and the sections may be renumbered accordingly.

(Ord. No. 2004-07, § 5, 4-8-04; Ord. No. 2004-11, § 5, 5-13-04)

Sec. 18-156. - Partial invalidity.

If any portion, clause, phrase, sentence or definition of this ordinance is held or declared by a court of competent jurisdiction to be unconstitutional, invalid, inoperative or void, such holding shall not be construed to affect the validity of the other portions of this ordinance.

(Ord. No. 2004-07, § 6, 4-8-04; Ord. No. 2004-11, § 6, 5-13-04)

Sec. 18-157. - Effective date.

This ordinance shall take effect immediately upon its final adoption by the city commission.

(Ord. No. 2004-07, § 7, 4-8-04; Ord. No. 2004-11, § 7, 5-13-04)

Secs. 18-158—18-160. - Reserved.

Footnotes:

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***Editor's note—** Part I of Ord. No. 2004-18, adopted Sept. 9, 2004, added provisions designated as a new Art. V. Inasmuch as there already exists an Art. V, said provisions have been redesignated as Art. VI.*

Sec. 18-161. - Intent.

The intent of this article is to set forth uniform citywide water conservation principles in order to provide for the safe and prudent use of a scarce and valuable resource.

(Ord. No. 2004-18, pt. II, § 1, 9-9-04; Ord. No. 2006-26, §§ I, II, 6-8-06)

Sec. 18-162. - Definitions.

For purposes of this article, the following words shall be defined as follows:

Agricultural irrigation means the use of equipment and devices specifically designed to provide water to the surface area or root zone of vegetation being grown for harvesting for commercial purposes.

Freeze protection means the use of water to protect vegetation from freeze damage in situations in which official weather forecasting services predict temperatures likely to cause permanent damage to vegetation.

Irrigation means the use of equipment and devices to provide water to the surface area or root zone of vegetation.

Irrigation quality (IQ) water means tertiary treated wastewater effluent under a DER permit.

Hand watering means irrigating by one (1) hose attended by one (1) person.

Low-volume irrigation means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the vegetation being irrigated and to allow that water to be placed with a high degree of efficiency in the root zone of the vegetation.

Person means any person, natural or artificial, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee, or any other legal entity, the United States of America, and the state and all political subdivisions, regions, districts, municipalities, and public agencies.

Syringing means wetting down golf course greens by hand watering or sprinkling with water that is at air temperature.

Vegetation means any living plant, shrub, or tree material.

Water resource means any and all water on or beneath the surface of the ground including, but not limited to, natural or artificial water courses, lakes, ponds or diffused surface water and water percolating, standing, or flowing beneath the ground.

(Ord. No. 2004-18, pt. II, § 2, 9-9-04; Ord. No. 2006-26, §§ I, II, 6-8-06)

Sec. 18-163. - Requirements.

Any person who installs an automatic lawn sprinkler system must install a rain sensor device or switch which will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.

(Ord. No. 2004-18, pt. II, § 3, 9-9-04; Ord. No. 2006-26, §§ I, II, 6-8-06)

Sec. 18-164. - Prohibitions.

No person shall irrigate or cause to be irrigated vegetation, whether from public or private water resources, between the hours of 10:00 a.m. and 4:00 p.m.

(Ord. No. 2004-18, pt. II, § 4, 9-9-04; Ord. No. 2006-26, §§ I, II, 6-8-06)

Sec. 18-165. - Exemptions.

(1) Notwithstanding the general prohibition in section 18-164, vegetation may be irrigated between the hours of 10:00 a.m. and 4:00 p.m. under the following conditions:
   (a) If the vegetation is irrigated using a low-volume irrigation system.
   (b) If the vegetation is irrigated using hand watering.
   (c) If the vegetation is irrigated for freeze protection.
   (d) If the water resource is used for agricultural irrigation.
   (e) If the irrigation system is operated for cleaning or maintenance purposes. However, such operation shall be limited to the minimum time necessary to perform the cleaning or maintenance operation. Maintenance includes syringing on golf courses.
   (f) If the irrigation system's sole source is IQ water.
   (g) If the water resource is used to irrigate new lawns and landscaping for a first time wet down.
(2) Any businesses, such as car washes, that use water in the normal course of business.

(Ord. No. 2004-18, pt. II, § 5, 9-9-04; Ord. No. 2006-26, §§ I, II, 6-8-06)

Sec. 18-166. - Penalties.

(a) Any person who violates any provision of this article for which another penalty is not specifically provided shall, upon conviction, be subject to a civil penalty in accordance with the schedule set forth herein:

(1) First violation $25.00

(2) Second violation within any twelve-month period 50.00

(3) Third violation within any twelve-month period, each offense 75.00

(4) Fourth and consecutive violations within any twelve-month period, each offense 500.00

(b) Each day is considered a separate offense.

(Ord. No. 2004-18, pt. II, § 6, 9-9-04; Ord. No. 2006-26, §§ I, II, 6-8-06)

APPENDIX I: SAFHI PROJECT DESCRIPTION

Woodard & Curran

woodardcurran.com

RESOLUTION 2024-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF WASTEWATER SYSTEM IMPROVEMENTS, EFFECTIVE THIS DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of wastewater facilities; and Florida Administrative Code requires the formal authorization by City Commission to formally adopt a facility plan outlining necessary Wastewater facility improvements to comply with State of Florida funding requirements; and

WHEREAS, formal adoption of the proposed Facility Plan is required for the City of LaBelle to participate in the State Revolving Loan Fund Program; and

WHEREAS, the City Commission of the City of LaBelle, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for the purpose of Wastewater System Improvements; and

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of LaBelle, Florida formally approves and adopts the City of Labelle Facility Plan as written and presented to the City Commission on this 12th day of December, 2024.

SECTION 1. **FINDINGS** The foregoing findings are incorporated herein by reference and made a part hereof.

The City of LaBelle Florida is authorized to approve the proposed Facility Plan.

The Mayor is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.

The Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the Drinking Water facility improvements. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The Mayor is authorized to delegate responsibility to appropriate City Staff to carry out technical, financial, and administrative activities associated with the Facility Plan.

The legal authority for adoption of this facility plan is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 2. **EFFECTIVE DATE** This Resolution shall take effect upon its approval and adoption by the City Commission.

APPROVED AND ADOPTION THIS 12TH DAY OF DECEMBER, 2024.

CITY COMMISSION
CITY OF LABELLE, FLORIDA

_____
MAYOR **(SEAL)**

ATTEST:

_____

APPROVED AS TO FORM AND CORRECTNESS:

_____

City of LaBelle Board of Commissioners
Agenda Request

To:	Honorable Mayor and City Commission
Prepared By:	**Woodard & Curran Fiscal Solutions Team**
Date of Meeting:	12/12/2024
Date Submitted:	TBD
Title of Agenda Item:	LaBelle SAHFI Stormwater Facility Plan
Agenda Location:	481 West Hickpochee Ave LaBelle, FL 33975

Report in brief: In 2024, the City submitted a Request for Inclusion to the State Revolving Fund for the Supplemental Appropriation for Hurricanes Fiona and Ian and was awarded $19,823,318 for the planning, design, and construction of flood and drainage improvements. Of the 19.8 million dollars, $125,000 has been earmarked for planning activities. The City of LaBelle recently drafted a Stormwater Facility Plan with the overall objective of improving system treatment and detention that will help to prevent or slow runoff during storm events. Without proper Stormwater Infrastructure upgrades, the City risks septic system overflows during prolonged heavy rain. The Stormwater Facility Plan outlines needed upgrades and projects the efficiency and cost effectiveness for a period of 20-years. The Stormwater Facility Plan was drafted to meet SRF requirements. This hearing will review the findings of the Stormwater Facility Plan and discuss impacts of the upgrades therein.

Staff Comments:

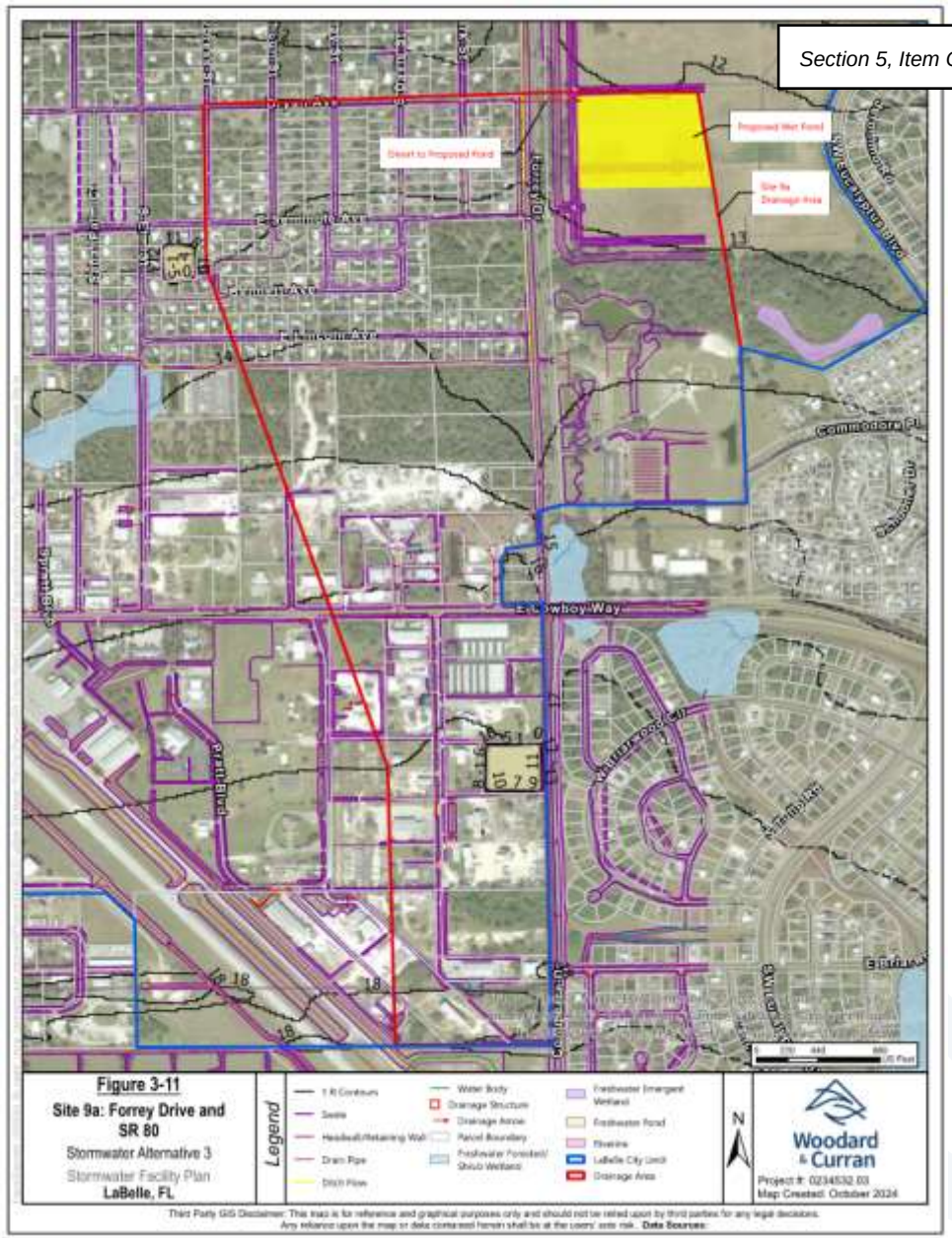
Fiscal Impact: This project is being funded with a 100% Principal Forgiveness Loan through FDEP SRF.

Recommended Actions: Review and Approve upgrades outlined in Stormwater Facility Plan

Clean Water (Stormwater) Facility Plan

Stormwater Facility Plan

- 20-year planning document that includes:
  - Existing Commitments, Growth Projections, Water Quality and Water Quantity Management Improvement
  - PROJECT 1 – Stormwater Improvements
    - Small-Scale Dispersed Systems
    - Large-Scale Concentrated Systems
  - PROJECT 2 – On-Site Disposal
    - Conversion to Performance Based Septic
    - Collection System Expansion



PROJECT 1 – Stormwater Improvements

Project Need:

The City needs to enhance flood projection and improve water quality run off with Stormwater Improvements

Alternatives:

A. No Action

B. Small-Scale Dispersed Systems

C. Large-Scale Concentrated Systems

Selected Alt. Capital Cost:

$14,514,420

Scope of Work:

- Secure and develop three large-scale concentrated stormwater sites
- West Site near Helms Rd and SR 80
- East Site City owned effluent disposal fields
- Improved drainage ditches and swales to convey stormwater
- Diversion structures and Culverts

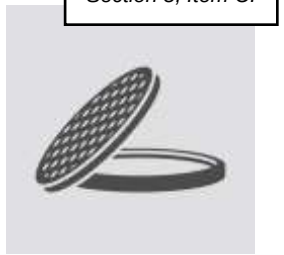
Cost to the Rate Payer:

- Current rates are sufficient to cover projected debt service for the design and land acquisition but not construction of this project per Utility Rate Structure adopted on October 10, 2024.

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

PROJECT 2 – On-Site Disposal



Project Need:

The City needs to enhance water quality run off and reduce nutrient loading with improved wastewater disposal options

Alternatives:

A. No Action

B. Conversion to Performance Based Septic

C. Collection System Expansion

Selected Alt. Capital Cost:

$16,950/conversion

Scope of Work:

- Continued commitment to provide centralized sewer to areas of the City served by on-site disposal (septic) systems
- Specific areas and sites to be determined

Cost to the Rate Payer:

- Current rates are sufficient to cover projected debt service for the design of this project per Utility Rate Structure adopted on October 10, 2024.

Environmental Impact:

- No known permanent negative impacts are associated with the selected alternative.

Stormwater Improvements Cost Estimates

TABLE ES-1-1: ESTIMATED CAPITAL COST OF RECOMMENDED PROJECTS

Cost Item	Estimated Cost	
	Stormwater Improvement	On-Site Disposal
Construction Base Cost (2024)	$10,409,000	$14,500
Construction Contingency 10%	$1,040,900	$1,450
Engineering, Permitting and Design 10%	$1,040,900	-
Engineering Services During Construction 8%	$832,720	-
Fiscal, Legal and Administrative 3%	$312,270	-
Land Acquisition	$150,000	-
Construction Escalation to mid-point of construction (end of 2026 7%)	$728,630	$1,015
Total Opinion Capital Cost	$14,514,420	$16,965

Clean Water (Stormwater) Facility Plan

City Commission Discussion

Public Comment

Consideration of Resolution

Thank you! Questions?

Justin deMello
Senior Client Manager
jdemello@woodardcurran.com

Stormwater Facility Plan

Woodard & Curran

1511 N Westshore Blvd, Suite 420
Tampa, FL 33607
800.426.4262

woodardcurran.com

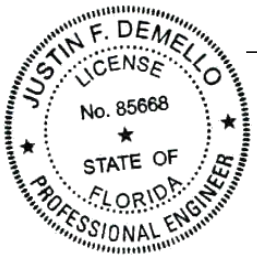
0234532.03

City of LaBelle

November 2024

CERTIFICATION BY ENGINEER

The information contained in this report is true and correct to the best of his knowledge, the report was prepared in accordance with sound engineering principles, and he discussed the recommendations, costs, and funding approach with the City of LaBelle (City) or the City's delegated representative. This Stormwater Facilities Plan was prepared to meet the requirements of the Florida Clean Water State Revolving Fund (CWSRF) Program under Chapter 62-503, F.A.C. and this certification pertains only to the planning analysis presented in this report. Certification for design and construction of the proposed facilities will be completed under a separate CWSRF project.



Justin deMello, P.E.
I agree to the terms defined by the placement of my signature on this document
2024.12.03 10:40:08-05'00'

12/3/2024
Date

Justin DeMello, P.E.
Florida P.E. License No. 85668
Woodard & Curran, Inc.
1511 N Westshore Blvd, Suite 420
Tampa, FL 33607
800.426.4262

This item has been electronically signed and sealed by Justin F. deMello, PE on December 3, 2024 using a Digital Signature.

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

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SUMMARY OF FINDINGS AND RECOMMENDATIONS

The City of LaBelle (City) has recognized the need for stormwater planning and capital improvements to enable development and redevelopment in the City, enhance flood protection, and improve water quality in the Caloosahatchee River watershed. The City's priority for this Stormwater Facility Plan is to evaluate existing stormwater assets and their ability to meet the normal/census-based growth and identify locations to improve flooding and water quality.

This Stormwater Facilities Plan was prepared by Woodard & Curran, Inc. (Woodard & Curran) to meet the requirements of the Florida Stormwater State Revolving Fund (CWSRF) program. The Facilities Plan is a planning-level document that defines project needs and costs to allow the City to secure grant and low-interest funds for the design and construction of stormwater infrastructure. It describes the City's needs for a 20-year planning period beginning in the year 2025 and through the year 2045. The City has experienced rapid growth in recent years that is anticipated to continue, similar to adjacent communities. Protecting the region's natural resources is important to maintain the quality of life as the City and surrounding communities experience continued development over time.

The City is approximately 9,270 acres. The City is a low-lying area that experiences flooding and stormwater quality issues throughout the year during precipitation events. The City lacks sufficient, modern stormwater management infrastructure and experiences stormwater-related issues, such as flooding, erosion, and limited water quality treatment. Additionally, the City is interested in advancing their septic to sewer program to continue to improve water quality.

Two sets of three alternatives were evaluated to address the identified deficiencies. The alternatives are organized into stormwater improvements and on-site disposal. The stormwater improvements alternatives include no action, small-scale dispersed systems, and large-scale concentrated systems alternatives. The on-site disposal alternatives include no action, conversion to performance-based septic, and collection system expansion alternatives. The recommended alternatives are the stormwater improvement Alternative 3 (Large-Scale Concentrated Systems) and the on-site disposal Alternative 3 (Collection System Expansion).

The total capital cost of the stormwater improvement Alternative 3, and the capital cost per equivalent residential unit (ERU) of the on-site disposal Alternative 3, are presented in 2024 dollars in Table ES-1-1.

TABLE ES-1-1: ESTIMATED CAPITAL COST OF RECOMMENDED PROJECTS

Cost Item	Estimated Cost	
	Stormwater Improvement	On-Site Disposal
Construction Base Cost (2024)	$10,409,000	$14,500
Construction Contingency 10%	$1,040,900	$1,450
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Fiscal, Legal and Administrative 3%	$312,270	-
Land Acquisition	$150,000	-
Construction Escalation to mid-point of construction (end of 2026 7%)	$728,630	$1,015
Total Opinion Capital Cost	$14,514,420	$16,965

The projects are anticipated to be funded in conjunction with and as part of the CWSRF financing for the Stormwater Facilities Plan recommendations. A capital financing plan (CFP), which describes the projected financial impact on the users of the stormwater system, is provided in Appendix A. Table ES-1-2 identifies where the CWSRF program requirements are addressed in this Facility Plan.

TABLE ES-1-2: CROSS REFERENCE CHECKLIST

CWSRF PLANNING DOCUMENT REQUIREMENT	SECTION
GENERAL	

• Sufficient illustrative detail of the local area to:
  ○ Identify where the project or activity is located.
  ○ Confirm the service area census tracts.
	1.1, 1.2, 2.1

• A description of the existing and recommended facilities, estimated capital costs, estimated operation and maintenance costs, and repair and replacement costs, if applicable.	1.2, 3.3.2, 3.3.4
• The need or justification for the project.	1.1, 1.3
• The environmental and economic impacts and benefits of the project.	4.2, 4.3
• A description of the O&M program and the capacity (both managerial and technical) of the existing system.	2.3.1, 5.2
COST COMPARISON AND SELECTED ALTERNATIVES	
• A cost comparison of at least three alternatives using life cycle costs – no action is an alternative.	3.3.4
• A discussion of the various factors that affected the decision-making process that lead to the "selected alternative" and a rationale for selecting that alternative.	3.3.5
• A project cost breakdown with the total cost reflective of the data used in the cost comparison.	3.3.4
• The useful life for each major component in the project, used in the life cycle cost analysis.	3.3.3
• Capital costs for each project phase.	N/A
• Expected operation, maintenance, and repair/replacement costs, and changes to the technical and managerial costs needed to implement the proposed alternatives	3.3.3

CWSRF PLANNING DOCUMENT REQUIREMENT	SECTION
• Identification of industrial control systems being, or proposed to be, used by the project.	N/A
COST AND EFFECTIVENESS ANALYSIS	
• A cost and effectiveness analysis of the processes, materials, techniques, and technologies for carrying out the proposed project.	4.5
• Does the selected alternative maximize the potential for water and energy efficiency considering the cost of constructing, operating, and maintaining, and replacing the project or activity, as necessary? If not, please provide explanation.	4.4
ENVIRONMENTAL REVIEW	
• A list of threatened, endangered, proposed, and candidate species and designated critical habitats that may be present in the project area (may be obtained from U.S. Fish & Wildlife Service).	2.1.9
• A discussion of any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed natural areas.	2.1.9
• A discussion of any significant adverse human health or environmental effects on minority or low-income communities.	2.2.3
• List any significant adverse environmental effects and what project features will mitigate such effects.	4.2, 4.3
FEDERAL FLOOD RISK MANAGEMENT STANDARD	
• Determination whether the proposed project is a "substantial improvement" (i.e. the project is worth more than 50% of the market value or replacement cost of the facility)	3.3.4
• Maps and/or justification to determine if the project is in a floodplain	2.1.4
PUBLIC PARTICIPATION	

CWSRF PLANNING DOCUMENT REQUIREMENT	SECTION
• Evidence that a public meeting was held to explain the proposed project, the capital cost and the long-term financial impact on the customers, including a discussion whether the public participated in evaluating the project alternatives.	6.1
• Copies of the public meeting Notice that was provided at least 14 days in advance of the meeting (or greater as required by local rules) and the minutes of that public meeting.	6.1
• Evidence that the public meeting addressed the alternative analysis and selection, environmental impact, monetary cost to the public/user, and floodplain mitigation actions (if applicable).	6.1
FINANCIAL FEASIBILITY	
• Demonstration of the ability to repay the loan including the 1.15 coverage factor.	6.3
• A completed capital financing plan worksheet signed by the chief financial officer or the authorized representative.	6.3
• The proposed system of charges, rates, fees, and other collections that will generate the revenues to be dedicated to loan repayment (e.g. user charge rates).	6.3
• A Fiscal Sustainability Plan or Asset Management Plan or certification that a fiscal sustainability plan was developed and is being implemented.	6.3
UPDATED REQUEST FOR INCLUSION	
• Updated request for inclusion that includes an updated schedule and project costs.	N/A
• Detailed maps of the local area to confirm the service area census tract.	1.1, 1.2, 2.1
• If the planning period exceeds 5 years, consider project phasing and an implementation schedule for each phase of the planning period.	6.4
PROJECT AUTHORIZATION	
• Adopting resolution or other action establishing a commitment to implement the planning recommendations.	6.1
PROJECT IMPLEMENTATION	

CWSRF PLANNING DOCUMENT REQUIREMENT	SECTION
• Any engineering, environmental, or financial aspects of the project that require resolution.	4.1
• List any proposed service agreements or local contracts necessary to implement the selected alternative and describe the status of each agreement or contract.	6.4
• List any DEP permits needed to implement the selected alternative and the status of the permit(s).	6.2
GREEN PROJECT DESIGNATION	
• Documentation of how the project is categorically green and determination of what percentage of the project is categorically green.	4.6

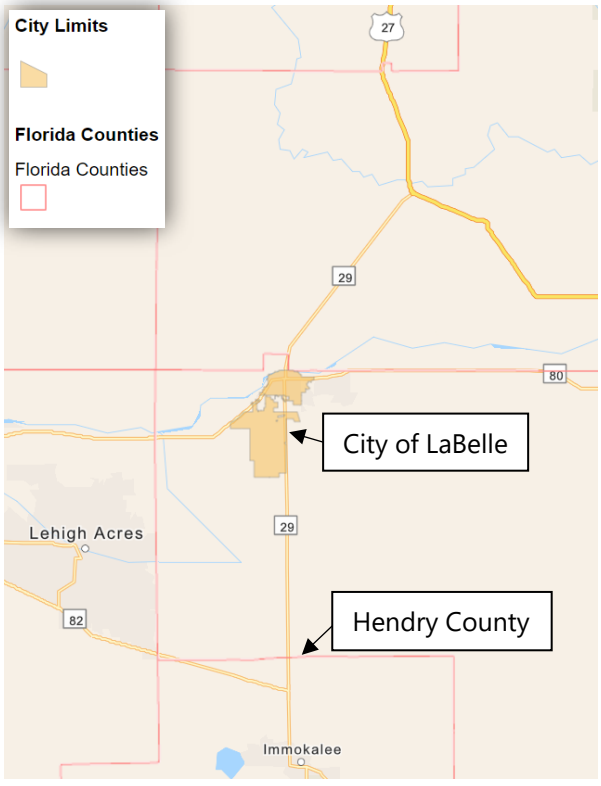
1. INTRODUCTION

The City of LaBelle, Florida (City) intends to take a more comprehensive approach to the City's long-term capital needs to address flooding and water quality concerns. The goal of this Stormwater Facility Plan is to be a dynamic and useful planning and implementation document that focuses on the City's existing stormwater assets and their ability to meet the normal/census-based growth of the City. This document is provided to meet the planning requirements for the Clean Water State Revolving Fund (CWSRF) program for the purpose of obtaining funding for stormwater management improvements within the City.

1.1 Background

Figure 1-1 shows the City of LaBelle located in Hendry County, Florida, approximately 30 miles east of Fort Myers and 90 miles west of West Palm Beach. The City's population is approximately 5,222 people according to the U.S. Census Bureau 2023 census. An average annual population growth rate of 0.9% is expected to occur, per review of LaBelle's population estimates from the U.S. Census Bureau (USCB) (using data from 2000, 2010, and 2020) and the Bureau of Economic and Business Research (BEBR) (using data from 2013 to 2022). This population growth will bring with it new development and stresses on City infrastructure. Additionally, the City is a low-lying area and experiences flooding and stormwater quality issues throughout the year during precipitation events. This Facility Plan is a comprehensive plan developed to address water quantity and quality issues and support the City's growth.

FIGURE 1-1: CITY LOCATION

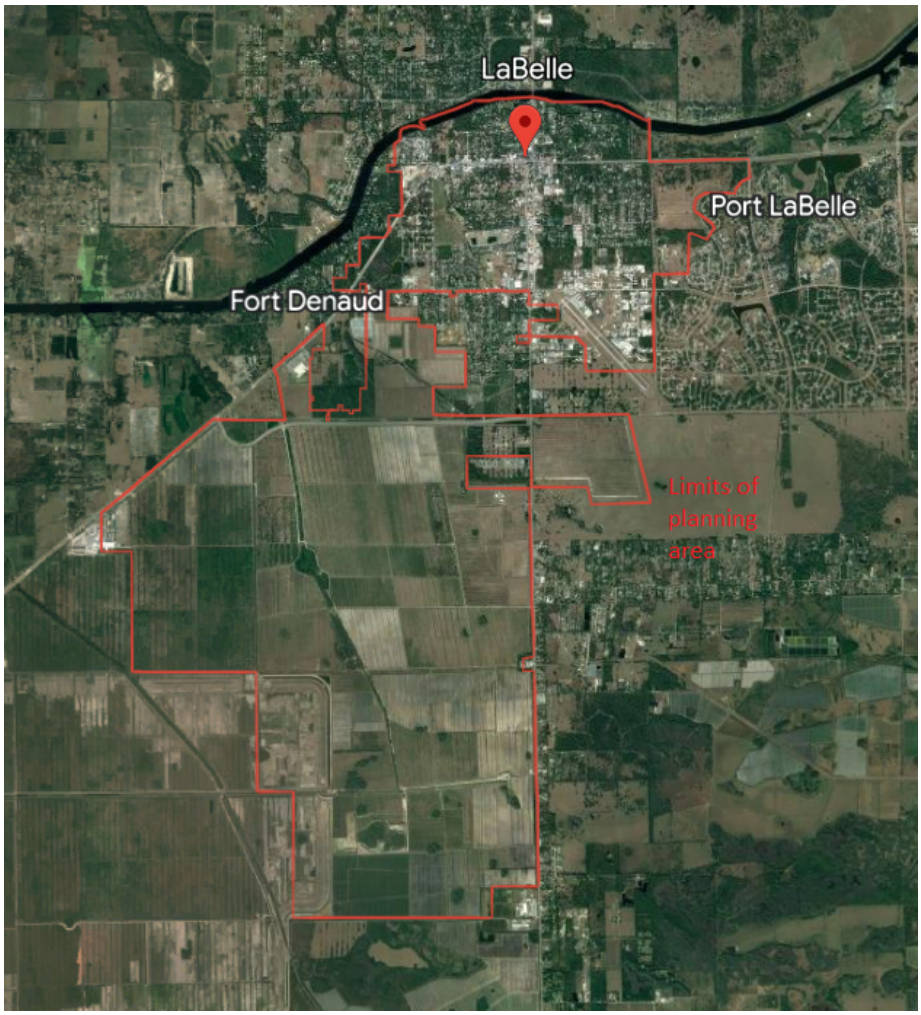


Source: Florida Geographic Data Library

1.2 Planning Area

The planning area is the City Limits of LaBelle, Florida consisting of approximately 9,270 acres. The City of LaBelle is the county seat of Hendry County and provides urban and commercial amenities for surrounding communities in Hendry and Glades counties. The Caloosahatchee River traverses the northern boundary of the City of LaBelle. The City of LaBelle is within the South Florida Water Management District (SFWMD) and Coastal Heartland National Estuary Program area. Two major state roads, State Road (SR) 80 and State Road 29, divide the City. The planning area is depicted in Figure 1-2.

FIGURE 1-2: PLANNING AREA



Source: Google Earth

1.3 Policy Need

The planning area was primarily developed prior to modern stormwater management regulations. Over time, discrete areas have been retrofitted or redeveloped with stormwater infrastructure to mitigate flooding and erosion. However, the City has recognized the need for stormwater planning to support smart, efficient redevelopment. The City of LaBelle's Economic Development and Disaster Resiliency Plan and Comprehensive Plan were reviewed to understand economic development goals, locate planned growth,

and identify areas where stormwater management investments can support the City's economic development goals.

The City of LaBelle Economic Development and Disaster Resiliency Plan, dated June 15, 2020, presents the community-based vision for economic development and establishes a strategic action plan to achieve the City's goals. The City's economic development strategy outlines goals organized by infrastructure, industry, downtown, recreation and eco-tourism, and workforce housing. Infrastructure goals are focused on planning for and prioritizing the expansion of infrastructure in strategic areas within the City and future capital needs to accommodate projected growth, and leveraging public-private partnerships, grant funding, and partners in the development industry to support and fund infrastructure expansion projects. The City also has a resiliency and disaster preparedness strategy, which outlines focus areas including sea level rise adaptation and hurricane, flooding, and natural disaster preparedness. This strategy identifies the following related action items:

- Enhance stormwater management and flood protection ordinances to update antiquated local requirements and ensure consistency with regulating state agencies;
- Prioritize green infrastructure and low impact development; and
- Examine ways to enhance existing City-owned stormwater systems to be more resilient.

The City of LaBelle Comprehensive Plan, updated June 2023, establishes a set of guidelines and development policies that will guide public and private development within the community. One of the goals of this plan is to ensure that the sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge needs of the residents of LaBelle are met and that the natural resources and environmental quality of the City are protected.

This Stormwater Facility Plan fulfills the need to plan for stormwater-related infrastructure improvements, which will support the City's goals of expanding infrastructure to accommodate projected growth and enhancing resiliency.

1.4 Scope of Plan

The objectives of the study include the following:

- Review drainage infrastructure inventory, existing data, and City policies.
- Identify stormwater system deficiencies.
- Identify and evaluate alternative capital improvement and maintenance projects to address deficiencies.
- Recommend effective project solutions based on cost and level of pollutant removal.
- Prioritize projects and present a schedule for implementation.
- Consider project resiliency.

1.5 Facilities Planning Overview

Facilities Planning is the process used to identify the stormwater management needs for the CWSRF for a 20-year planning period. Strategies are developed with the plan to meet those needs and for use as the basis for subsequent design and construction. The plan examines the topographic, hydrologic, and institutional features of the planning area to assess their impact on stormwater management needs.

The planning period begins in the year 2025 and extends through the year 2045. Several alternatives were investigated to identify the most feasible methods for meeting the City's needs as well as anticipated regulatory requirements during the future planning period.

1.6 Reference Standards and Guidelines

This report addresses the CWSRF Planning Document Requirements Checklist items listed in Table ES-1-1. It is organized such that it is compatible with the Florida Department of Environmental Protection (FDEP) Model Facilities Plan published in 2000.

2. EXISTING AND FUTURE CONDITIONS

2.1 Description of Planning Area

The proposed planning area is the City of LaBelle, Florida boundary. LaBelle is located in Hendry County, Florida, with a population of 5,222 according to the U.S. Census Bureau 2023 census. Surface features within the planning area include previously disturbed flat land and land with sparse trees and vegetation with a warm climate for most of the year.

2.1.1 Planning Area

The City of LaBelle is the county seat of Hendry County and provides urban and commercial amenities for surrounding communities in Hendry and Glades counties. The Caloosahatchee River traverses the northern boundary of the City of LaBelle. The City of LaBelle is within the South Florida Water Management District (SFWMD) and Coastal Heartland National Estuary Program area. Two major state roads, State Road (SR) 80 and State Road 29, divide the City.

2.1.2 Climate

Per the South Florida Water Management District, the City is within the East Caloosahatchee rain forecast area, which has a 30-year historical average annual rainfall (1991-2020) of 53.7 inches. NOAA Atlas 14 estimates a 25-year, 3-day storm event in LaBelle generates 9.89 inches of precipitation. Reports for both sources of rainfall data are included in Appendix C. Table 2-1 lists climate averages for the City of LaBelle.

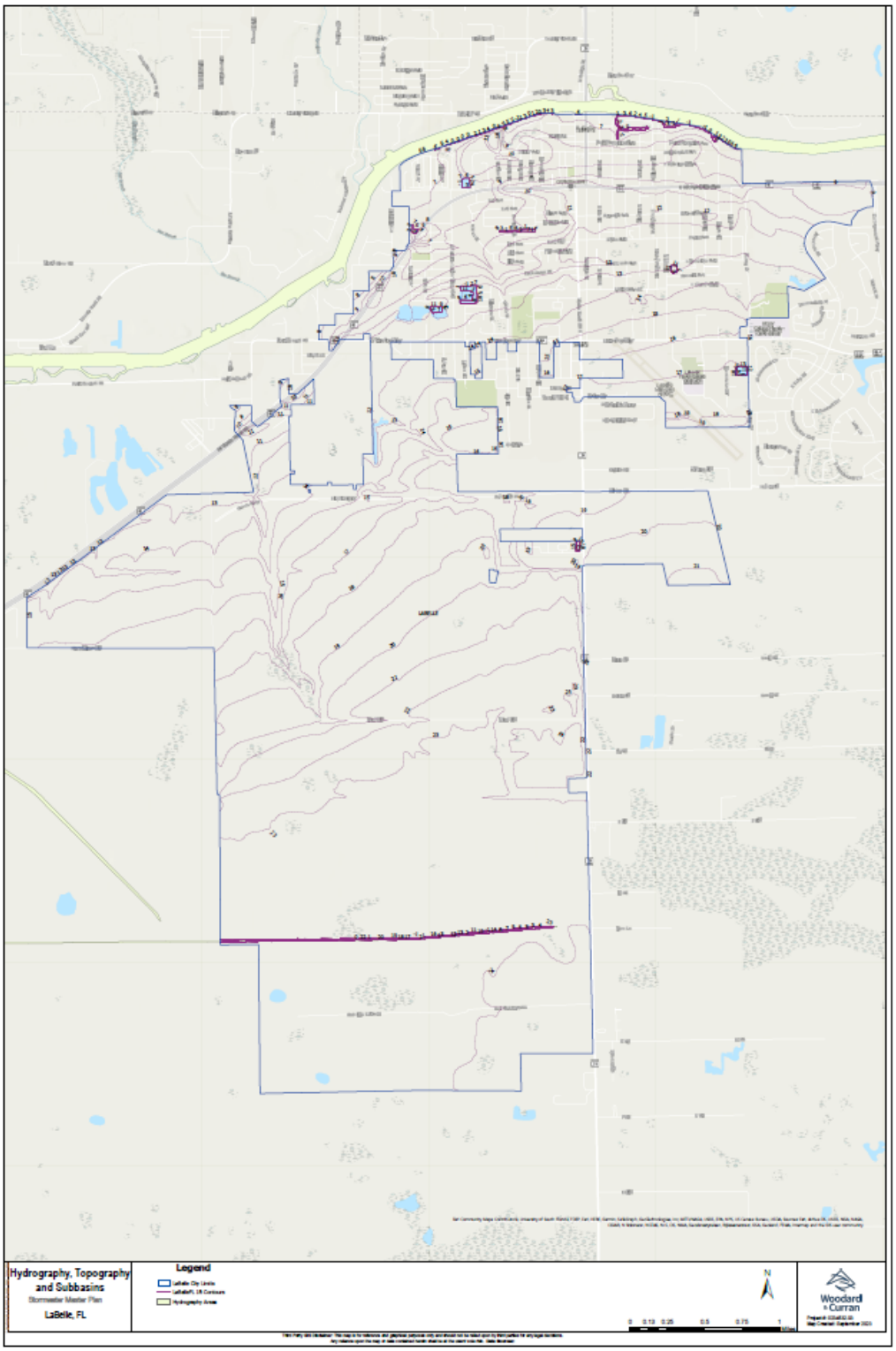
TABLE 2-1: CLIMATE AVERAGES

	LaBelle, Florida	United States
Rainfall (in)	53	38.1
Snowfall (in)	0	27.8
Precipitation (days)	101.8	106.2
Sunny (days)	259	205
Average July High (˚F)	91.5	85.8
Average January Low (˚F)	48.4	21.7
UV Index	6.1	4.3

2.1.3 Topography and Drainage

The City has many mapped streams, which discharge to drainage canals, ditches, and pipe networks, and ultimately to the Caloosahatchee River. The City generally ranges from elevation 24 in the south to elevation 6 along the Caloosahatchee River in the north. Hydrography, topography, and watershed information are presented in Figure 2-1.

FIGURE 2-1: HYDROGRAPHY, TOPOGRAPHY, AND WATERSHED MAP



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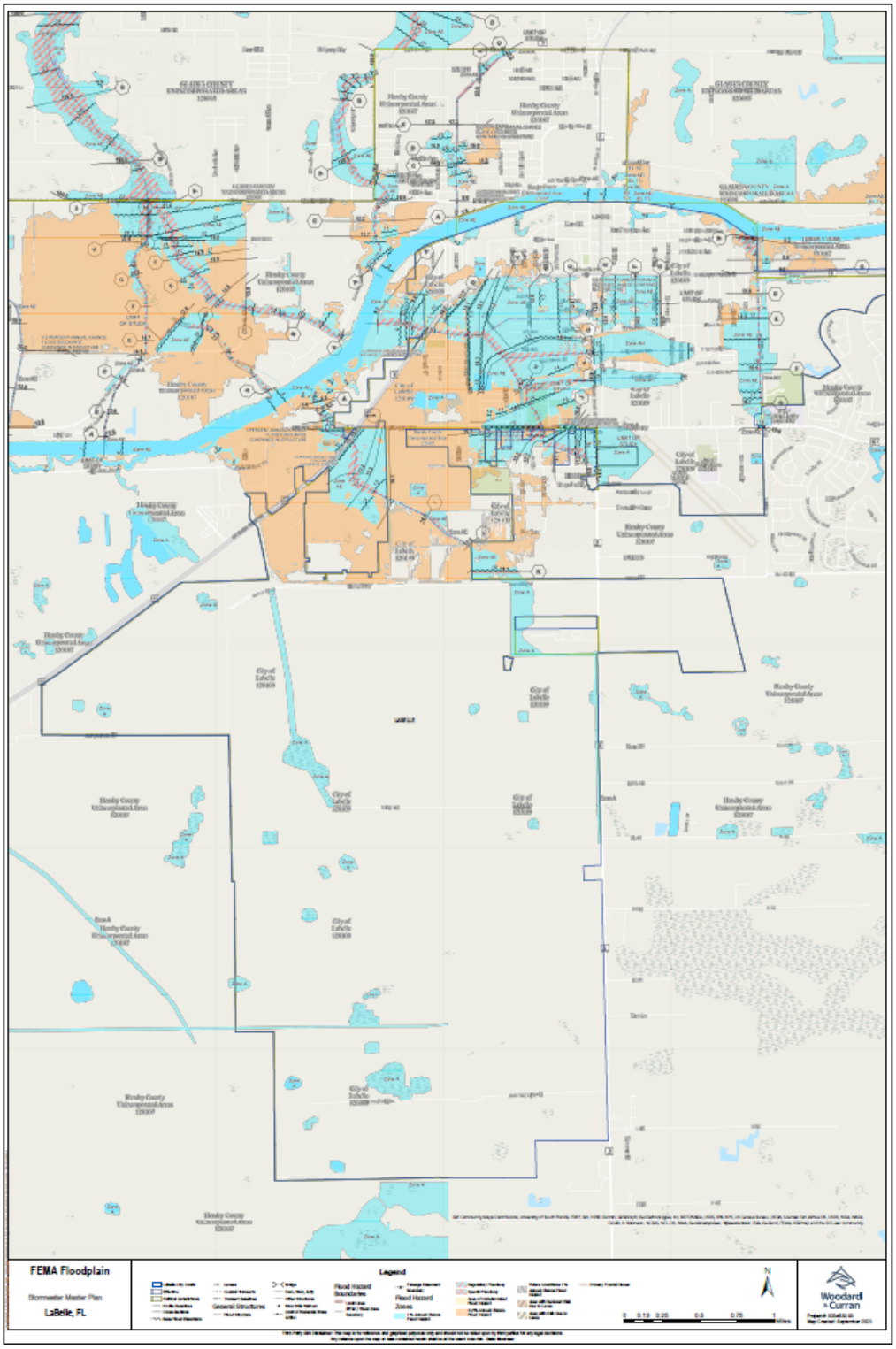
2.1.4 Floodplains

Per the National Flood Insurance Program (NFIP) Flood Insurance Rate Maps (FIRMs) for Hendry County (Map Numbers 12051C 0039D, 0043D, 0177D, 0181D, 0180D, and 0190D, effective July 6, 2015), approximately 17.6% of the City is within a mapped Federal Emergency Management Agency (FEMA) flood zone. Much of this flood hazard area is within the northern, developed portion of the City, surrounding drainage ditches which are hydraulically connected to the Caloosahatchee River. The City has a variety of flood hazards, including regulatory floodways, special flood hazard areas with a 1% annual chance of flood hazard, and areas with moderate to low flood hazard risk with a 0.2% annual chance. These areas are summarized in Table 2-2 below and shown in Figure 2-2.

TABLE 2-2: FLOOD HAZARD ZONES

Flood Hazard Zone	Area (ac.)	Percent of City
Zone A, 1% Annual Chance of Flood Hazard	325.5	3.5%
Zone AE, 1% Annual Chance of Flood Hazard	517.8	5.6%
Zone AE, Regulatory Floodway	70.7	0.8%
Zone AH, 1% Annual Chance of Flood Hazard	92.8	1.0%
Zone X, 0.2% Annual Chance of Flood Hazard	622.5	6.7%
Total	1,629.3	17.6%

FIGURE 2-2: FEMA FLOODPLAINS MAP



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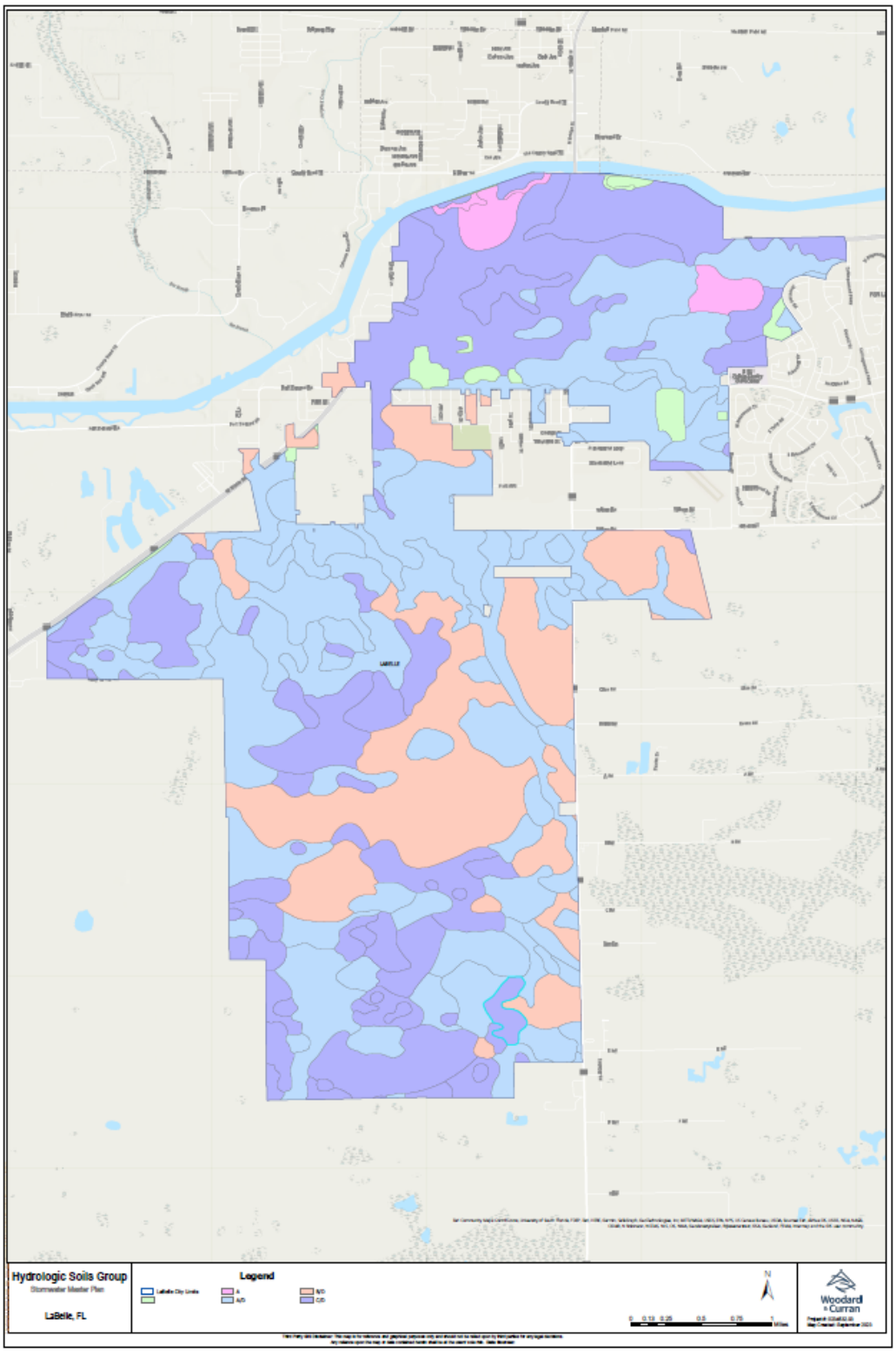
2.1.5 Soils

Soil classification data is used in evaluating the feasibility of stormwater control measures, since stormwater runoff mitigation is more effective on hydrologic soil group (HSG) A and B soils. Based on data from the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), the City consists primarily of HSG A/D soils, followed by HSG C/D and B/D soils. The Undefined soil group is typically found in developed areas where soil may consist primarily of human transported material (fill). Table 2-3 below summarizes the soil group areas, and Figure 2-3 illustrates the locations of each hydrologic soil group.

TABLE 2-3: HYDROLOGIC SOIL GROUPS

HSG	Area (ac.)	Percent of City
A	167.3	1.8%
A/D	4,177.5	45.2%
B/D	1,769.4	19.1%
C/D	2,991.4	32.4%
Undefined	138.4	1.5%
Total	9,244	100%

FIGURE 2-3: CITY OF LABELLE SOILS MAP



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2.1.6 Hydrology and Hydrogeology

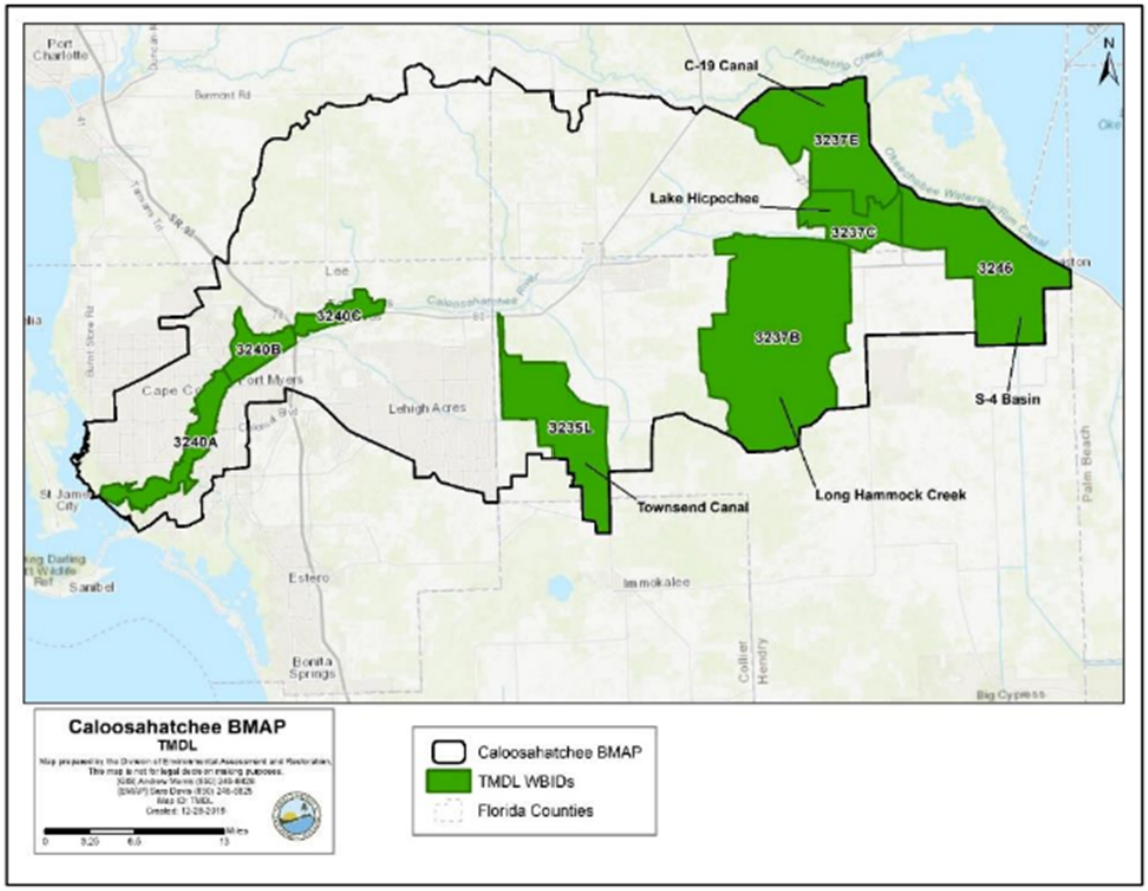
The City is within the West Caloosahatchee watershed and is bounded by the Caloosahatchee River to the north, which ultimately discharges into the Gulf of Mexico. Per the Arc Hydro Enhanced Database (AHED), used in the SFWMD Environmental Monitoring web map, the City is split into two subbasins: the LaBelle East and LaBelle West. Generally, LaBelle East includes the City area east of West Cowboy Way, while LaBelle West includes the predominantly agricultural land to the west.

2.1.7 Surface and Groundwater Quality and Uses

2.1.8 Source Water Protection

The January 2020 Caloosahatchee River and Estuary Basin Management Action Plan (BMAP) discussed impairments to the Caloosahatachee River and Estuary and included total nitrogen, total phosphorus, and biochemical oxygen demand. While the waterbody identification(s) (WBID) containing the City of LaBelle were not identified as impaired and not assigned a total maximum daily load (TMDL) (Figure 2-4 on Page 18 of BMAP and shown below) it is reasonable to assume land uses and septic systems within the City limits are contributing to the overall impairment of the Caloosahatchee River.

FIGURE 2-4: CALOOSAHATCHEE RIVER AND ESTUARY TMDL WBIDS



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Alternatives discussed in Section 3 below, will present possible reductions for proposed stormwater improvements. Specifically, LaBelle is located within the Okaloacoochee Branch and Roberts BMAP basins of the West Caloosahatchee subwatershed. The BMAP identifies reduction targets and starting loads to the estuary that will be used in evaluating the alternatives. It should also be noted the BMAP identified the City of LaBelle as only contributing 0.32% of the total nitrogen load (Table 18 on Page 40 of BMAP and shown in Table 2-4 below).

TABLE 2-4: ENTITY CONTRIBUTIONS TO TOTAL TN STARTING LOAD TO THE CALOOSAHATCHEE RIVER ESTUARY

Note: Grey highlighting and boldface type indicate jurisdictions meeting the classification requirements for low priority.

Entity	TN Starting Load (lbs/yr)	% of Total TN Starting Load
Agriculture	2,815,061	77.71
Lee County	235,590	6.50
LA-MSID	162,252	4.48
City of Cape Coral	154,987	4.28
City of Fort Myers	77,536	2.14
Hendry County/Port LaBelle CDD	64,165	1.77
FDOT	25,291	0.70
Glades County	28,437	0.79
Charlotte County	23,132	0.64
City of LaBelle	11,733	0.32
River Hall CDD	6,667	0.18
City of Clewiston	6,482	0.18
Verandah West CDD	3,279	**0.09**
Verandah East CDD	2,119	**0.06**
City of Moore Haven	1,796	**0.05**
Moody River Estates CDD	1,687	**0.05**
Portico CDD	1,204	**0.03**
Sail Harbour CDD	505	**0.01**
Lucaya CDD	350	**0.01**
Collier County	58	**0.002**
Natural Lands	333,189	N/A
WCD Canals	3,940	N/A
Total	**3,959,461**	**100.0**

According to the FDEP Caloosahatchee River and Estuary BMAP, the 2022 5-Year Review of the Caloosahatchee BMAP specifies a total nitrogen (TN) reduction for the City of 2,950 pounds per year. As of December 31, 2021, the City had not achieved any creditable TN reduction but has two planned projects and three underway projects. These five projects consist of three septic to sewer projects and two wastewater treatment plant system improvements and expansion projects. To further improve water quality, fertilizer ordinances and On-Site Disposal System (OSDS) phase out are recommended. Finally, the 5-Year Review notes that Florida Department of Environmental Protection (FDEP) will continue to evaluate opportunities to incorporate environmental justice (EJ) areas into the BMAP process. Since the City is an EJ community, as discussed in Section 2.2.3, it will be beneficial to review future BMAP updates and their incorporation of EJ areas.

In addition to the BMAP, FDEP has issued their 2022-24 Biennial Assessment. The Draft Verified Lists include those waters that are proposed as additions to the State's Verified List of Impaired Waters and the federal 303(d) list. Roberts Canal (WBID 3235N) basin is listed in the 2022-2024 Draft Study List as a Class 3F waterbody and classified as impaired for not meeting dissolved oxygen standards. Previously listed in the 4C assessment category, Roberts Canal is now listed in the 4d assessment category. From the Draft Study List, "This waterbody is impaired for this parameter based on the number of exceedances for the sample size and is being added to the Study List because a causative pollutant has not been identified. Samples used in this assessment were evaluated against a time-of-day adjustment as described in 62-303.420(9), F.A.C. The department is requesting EPA add this parameter to the 303(d) List".

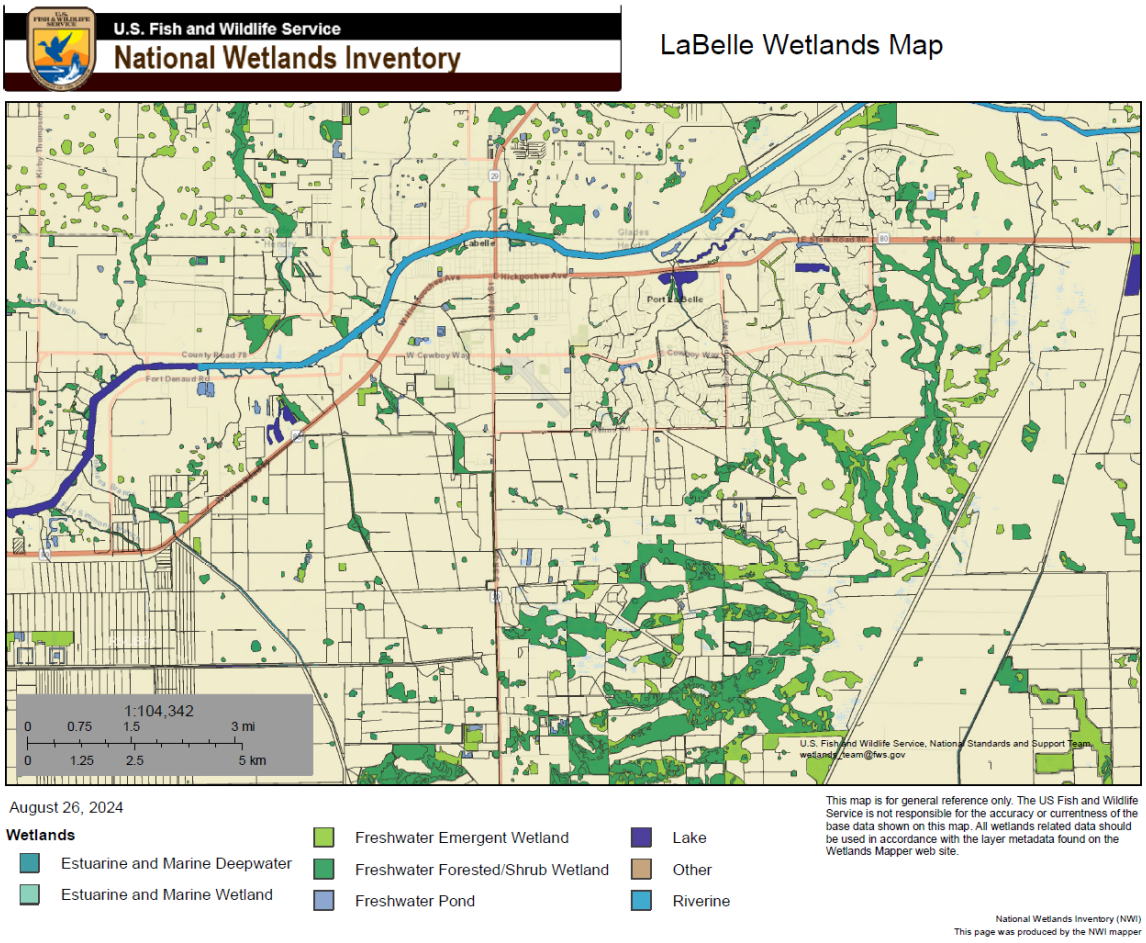
Lastly, a series of surface water samples from open drainage conveyances within the City have been taken and analyzed to further determine stormwater quality impairments within the City. However, given the flow conditions at the time of sampling, the results were deemed not representative of water quality conditions. Given insufficient water quality data for the basins encompassing the City of LaBelle, empirical calculations will be relied upon to determine the impact of best management practices, until further data is available.

2.1.9 Environmental Sensitive Areas or Features

2.1.9.1 Wetlands

According to the US Fish and Wildlife Service Wetlands Inventory Map, wetlands are sparsely located throughout the planning area with the majority of wetlands in the area located on the south side of the City. The classification of wetlands that exist in the planning area are Freshwater Forrest/Shrub Wetlands, Riverine, Freshwater Pond, Freshwater Emergent Wetland and some smaller Lakes. The Caloosahatchee River accounts for the Riverine classification as it traverses the north side of the City and is the natural northern border of the city. The majority of the projects will take place along rights-of-way, easements and previously disturbed lands. Precautions will be taken in or around areas of wetlands to minimize disturbance of pristine lands, and appropriate state and federal approvals will be obtained for any unavoidable impact to wetlands. A map of the wetlands located in and around the City of LaBelle are shown in Figure 2-5.

FIGURE 2-5: US FISH AND WILDLIFE SERVICE WETLANDS MAP OF LABELLE



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2.1.9.2 Environmentally Sensitive Lands (Undisturbed Natural Lands)

The project will remain primarily within disturbed roadway rights-of-way and previously disturbed property. In areas where new disturbance is proposed, site investigations will be performed prior to advancing the project designs to verify that adverse impacts to environmentally sensitive lands (undisturbed natural lands) will not occur.

2.1.9.3 Plant and Animal Communities

The US Fish and Wildlife Service Information for Planning and Consultation (IPaC) service identified thirteen (13) threatened, endangered, or candidate species occurring in the planning area. These thirteen species consist of mammals, birds, reptiles, insects and flowering plants and are listed in Table 2-5 below. No critical habitats are located in the planning area.

Table 2-5 below, lists the species and classifies them into one (1) of the following statuses: candidate, proposed threatened, threatened, or endangered. The table also lists the category, species common name and species scientific name as well. The list is based on the assessment of several factors including

population abundance and trends, threats on breeding and non-breeding grounds, breeding habits, and size of breeding and nonbreeding ranges. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

Since the proposed project will take place in neighborhoods, rights-of-way, and previously disturbed areas, there is no significant habitat value that will be diminished. The project is also not likely to adversely affect listed species or associated plant and animal communities. Pertinent approvals will be obtained for work affected listed species that may be identified in the construction areas.

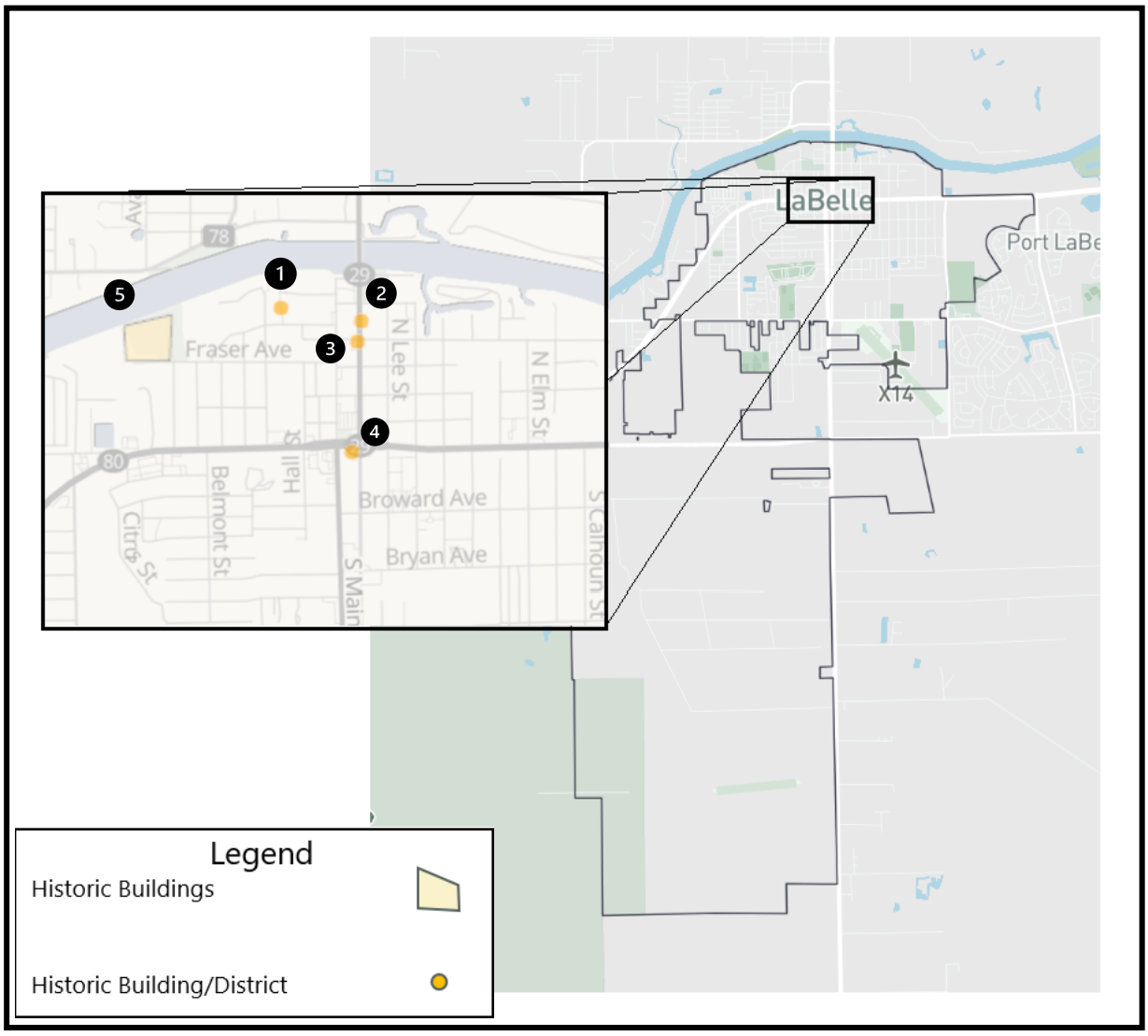
TABLE 2-5: LISTED SPECIES POTENTIALLY OCCURRING WITHIN PLANNING AREA

Category	Species Common Name	Species Scientific Name	Status
Mammals	Florida Bonneted Bat	Eumops floridanus	Endangered
	Florida Panther	Puma concolor coryi	Endangered
	Puma	Pums concolor (all subsp. except coryi)	Threatened
	Tricolored Bat	Perimyotis subflavus	Proposed Endangered
	West Indian Manatee	Trichechus manatus	Threatened
Birds	Crested Caracara	Caracara plancus audubonii	Threatened
	Eastern Black Rail	Laterallus jamaicensis ssp. jamaicensis	Threatened
	Everglade Snail Kite	Rostrhamus sociabilis plumbeus	Endangered
	Florida Scrub-jay	Aphelocoma coerulescens	Threatened
Reptiles	American Alligator	Alligator mississippiensis	Threatened
	Eastern Indigo Snake	Drymarchon couperi	Threatened
Insects	Monarch Butterfly	Danaus plexippus	Candidate
Flowering Plants	Carter's Mustard	Warea carteri	Endangered

2.1.9.4 Archeological and Historical Sites

According to the National Register of Historic Places Catalog, there are four historical buildings and one historical district located within the city limits of LaBelle. All planning, design and construction will not adversely affect the historic buildings and area of the City of LaBelle. The goal of this project will be to safeguard these areas and others from stormwater flooding as a result of extreme weather. The historic buildings and districts of the City of LaBelle are shown in Figure 2-6. Each historic site can be referenced in the map using the Map Reference Number found in the tables below.

FIGURE 2-6: MAP OF HISTORICAL BUILDING AND AREAS OF THE CITY OF LABELLE



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Reference #	03000009
Map Reference#	1
Property Name	Caldwell Home Place
State	FLORIDA
County	Hendry
City	LaBelle
Street & Number	160 Curry St.
Area of Significance	ENTERTAINMENT/RECREATION; ARCHITECTURE
Category of Property	BUILDING
Level of Significance - Local	True
Level of Significance - State	False
Level of Significance - National	False

Reference #	99000371
Map Reference#	2
Property Name	Downtown LaBelle Historic District
State	FLORIDA
County	Hendry
City	LaBelle
Street & Number	300 Block of N. Bridge St.
Area of Significance	COMMERCE; COMMUNITY PLANNING AND DEVELOPMENT
Category of Property	DISTRICT
Level of Significance - Local	True
Level of Significance - State	False
Level of Significance - National	False

Reference #	95000914
Map Ref#	3
Property Name	Forrey Building and Annex
State	FLORIDA
County	Hendry
City	LaBelle
Street & Number	264--282 Bridge St.
Area of Significance	COMMERCE; ARCHITECTURE
Category of Property	BUILDING
Level of Significance - Local	True
Level of Significance - State	False
Level of Significance - National	False

Ref#	90001744
Map Ref#	4
Property Name	Hendry County Courthouse, Old
State	FLORIDA
County	Hendry
City	LaBelle
Street & Number	Jct. of Bridge St. and Hickpochee Ave.
Area of Significance	POLITICS/GOVERNMENT; ARCHITECTURE
Category of Property	BUILDING
Level of Significance - Local	True
Level of Significance - State	False
Level of Significance - National	False

Ref#	98000061
Map Ref#	5
Property Name	Hendry, Capt. Francis A., House
State	FLORIDA
County	Hendry
City	LaBelle
Street & Number	512 Fraser St.
Area of Significance	EXPLORATION/SETTLEMENT; ARCHITECTURE
Category of Property	BUILDING
Level of Significance - Local	True
Level of Significance - State	False
Level of Significance - National	False

2.1.10 Air Quality

There are no Ambient Air Monitoring Sites located in the City of LaBelle or Hendry County in which it is located. The nearest, comparable location for air quality monitoring is in Highlands County at the Archbold Biological Station which is located about 34 miles North of the City of LaBelle. According to the EPA, the Highlands County Air Quality Index was rated "Good" for 345 days of the year with only one day measured to be "Unhealthy for Sensitive Groups". Highlands County is classified as "in compliance" with respect to the National Ambient Air Quality Standards for Ozone. The criteria air pollutants Fine Particulate Matter, SO_2, NO_2, and CO are not monitored. There are no active air pollution emission points located within the City of LaBelle.

The City of LaBelle follows Clean Air requirements set by the Florida Department of Environmental Protection. Emissions from small to midsize construction vehicles (backhoe, bulldozer, etc.) is the only anticipated effect on air quality. There are no anticipated long-term air quality consequences.

2.2 Socio-economic Conditions

Environmental justice communities can be disproportionately impacted by polluted air and water and be vulnerable to extreme weather events. Per EPA's Environmental Justice Screening and Mapping Tool, the City is in the 90th percentile in the nation for low income, flood risk, and wildfire risk; the 91st percentile for residents with less than a high school education; and the 97th percentile for heart disease and lack of health insurance. These risks are important to understand when developing a community stormwater master plan, and they can help inform funding and grant application strategies to improve water quality and flood risk and support economic development within the community. EPA's Environmental Justice Screening and Mapping Tool report is included in Appendix A.

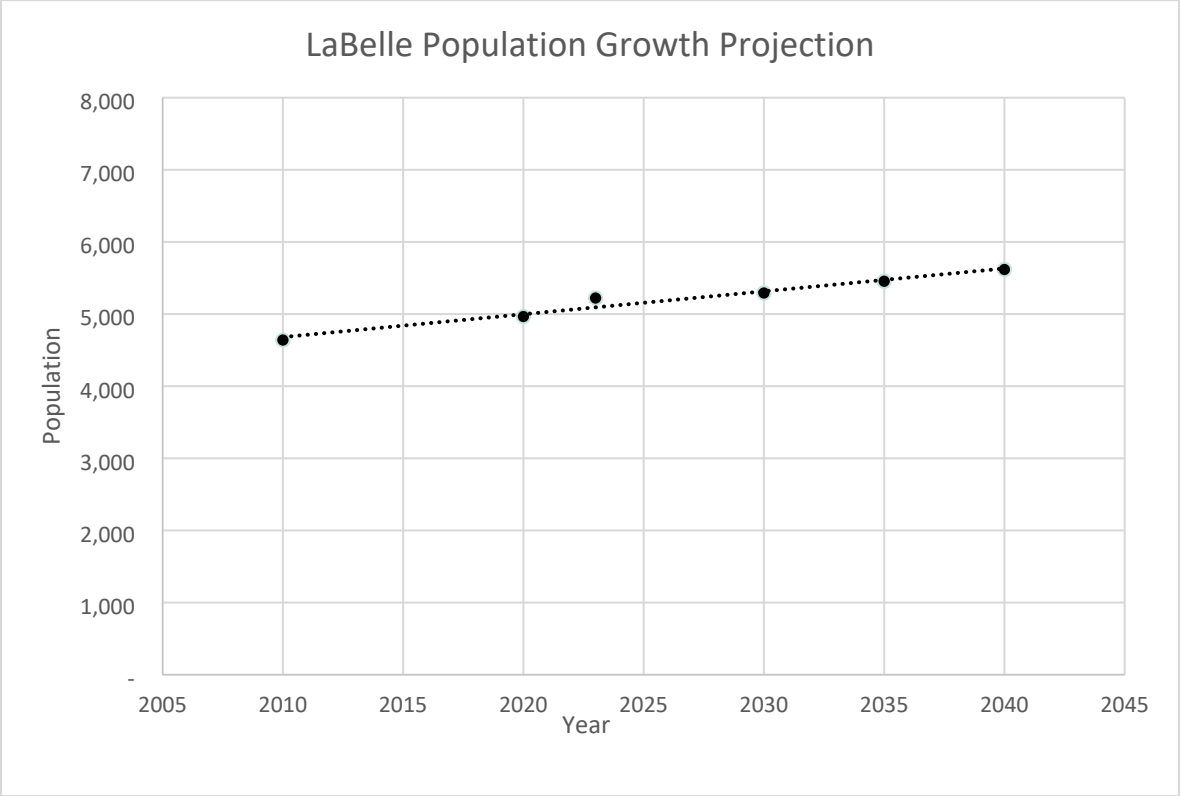
2.2.1 Population

According to the U.S. Census Bureau, the City of LaBelle has a current estimated population of 5,222. The population of LaBelle is concentrated in urban areas with 97% of the population in this setting and 3% of the population residing in rural areas. Urban area is defined as any place with a population of at least 2,500. All territory outside urban areas is considered to be rural. LaBelle, Florida primarily consists of permanent residents with minimal seasonal visitors. According to the U.S. Census American Community Survey (ACS) which is updated annually, it is calculated that 79.4% of houses are owner-occupied. The City of LaBelle maintains a stable community as demonstrated by population growth of 5.2% year-over-year during the past 13 years. Table 2-6 presents the population growth projections for the City of LaBelle based on the U.S. Census Bureau population data. Graph 2-1 depicts the population growth trendline for the City of LaBelle also based on the U.S. Census Bureau data.

TABLE 2-6: POPULATION GROWTH PROJECTIONS

Year	Population
2010	4,640
2020	4,966
2023	5,222
2030	5,292
2035	5,455
2040	5,618

FIGURE 2-7: POPULATION GROWTH TRENDLINE



2.2.2 Land Use and Development

The planning area in its entirety is considered mixed-use. Land development and land use data was collected from the South Florida Water Management District. The data source date is 2017 through 2019. Table 2-7 shows the breakdown of the land development versus area while Table 2-8 shows the breakdown of the land use versus area.

TABLE 2-7: LAND DEVELOPMENT AND COVER

Land Cover	Area (ac.)	Percent of City
Agriculture	6,391.6	69.1%
Barren Land	36.6	0.4%
Transportation, Communication, & Utilities	166.3	1.8%
Upland Forests	299.1	3.2%
Upland Nonforested	30.9	0.3%
Urban and Built Up	1,955.8	21.2%
Water	35.3	0.4%
Wetlands	328.4	3.6%
Total	9,244	100%

TABLE 2-8: LAND USE

Land Use	Area (ac.)	Percent of City
Commercial and Services	373.5	4.1%
Cropland and Pastureland	311.0	3.4%
Disturbed Land	36.6	0.4%
Herbaceous (Dry Prairie)	1.6	0.02%
Industrial	114.7	1.3%
Institutional	105.4	1.1%
Mixed Rangeland	19.4	0.2%
Nurseries and Vineyards	1.7	0.02%
Open Land	298.5	3.2%
Other Open Lands – Rural	241.8	2.6%
Recreational	75.3	0.8%
Reservoirs	12.0	0.1%
High Density Residential	78.5	0.9%
Medium Density Residential	527.1	5.7%
Low Density Residential	382.7	4.1%
Streams and Waterways	23.4	0.3%
Transportation	154.0	1.7%
Tree Crops	5,837.1	63.1%
Upland Forests	299.1	3.2%
Upland Shrub and Brushland	9.9	0.1%
Utilities	12.3	0.1%
Vegetated Non-Forested Wetlands	55.2	0.6%
Wetland Forests	273.2	3.0%
Total	9,244	100%

2.2.3 Environmental Justice

The City of LaBelle's total population according to the US Census Bureau is 5,222 of which 20.7%, or 1,018 persons, are at or below the poverty line. The persons per household average is 2.92, which equates to approximately 349 households that are at or below the poverty line. The minority population is estimated at 21.4% of the total city population. The data above includes the planning area for the stormwater facilities plan and other areas within the City limits. It is expected that the proposed project will have no adverse effect on poverty demographics or minority individuals located within the planning area. The project will predominantly occur within disturbed rights-of-way and on disturbed property that will have no significant impact. It will also provide stormwater infrastructure to older areas that are not served by modern stormwater management systems. No additional impacts to minorities or low-income households outside of previously disturbed property are expected. The proposed project addresses water quality and flood prevention throughout the planning area. Identified improvements incorporated in this plan address a twenty-year planning period and provide continuous public service without adverse effects on human health.

2.3 Managerial Capacity

The City of LaBelle has the sole responsibility and authority to build, operate, and maintain the City's stormwater system.

2.3.1 Operations and Maintenance Program

City staff is responsible for all operations and maintenance on the City's stormwater system. The Stormwater system is operated and maintained by city employees.

3. DEVELOPMENT OF ALTERNATIVES

3.1 General

The primary goal of the capital improvement alternatives is to improve water quality and flooding within the City. The alternatives evaluated are generally split into two categories: stormwater improvements and on-site disposal. The alternatives evaluated for each category are presented in Table 3-1.

TABLE 3-1: SUMMARY OF ALTERNATIVES

Alternative	Stormwater Improvements	On-Site Disposal
Alternative 1	No Action	No Action
Alternative 2	Small-Scale Dispersed Systems	Conversion to Performance-Based Septic
Alternative 3	Large-Scale Concentrated Systems	Collection System Expansion

These improvements are described further in Section 3.3 below.

3.2 Cost Evaluation Methodology

The Association for the Advancement of Cost Engineering International (AACEI) Class 4 estimates were used to develop cost estimates for the considered alternatives. Class 4 estimates apply to projects that are defined at a level of 1% to 15%. The expected accuracy for Class 4 estimates, and the subsequent cost estimates developed for this Facilities Plan, range from a projected 20% - 40% over the estimate to 20% - 30% under the actual project cost. This methodology is appropriate for a conceptual evaluation like this Facilities Plan and will require further refinement based on factors like site specific conditions and future cost scenarios.

The life cycle cost analysis (LCCA) is the basis for comparison of the alternatives developed in this Facilities Plan. The LCCAs for the viable alternatives incorporated the following considerations:

1. Planning term of 20 years, and a discount rate of 1.35%.
2. Capital costs including but not limited to planning, legal, easement acquisition, engineering, construction, and administrative costs.
3. Capital costs are based on the estimated system sizing calculations included in Appendix D, quantity take-offs identified in Figures 3-1 through 3-11, and Woodard & Curran's internal construction cost database for labor, materials, equipment, and production rates.
4. The construction costs include general site conditions, project implementation, and trade contractor markups for insurance, bonds, overhead, and profit.
5. Salvage values are based on appropriate useful lives of various project components per the U.S. Department of Housing and Urban Development (HUD) Capital Needs Assessment Electronic Tool estimated useful life table.

The HUD Capital Needs Assessment Electronic Tool estimated useful life table and alternative LCCAs are included in Appendix C.

3.3 Evaluation of Alternatives

An evaluation of alternatives was performed for two separate types of solutions to enhance flood protection and improve water quality in the City. A stormwater improvement alternative analysis focuses on mitigating water quality and quantity issues utilizing varying sizes of stormwater control measures (SCMs) throughout the City. An on-site disposal alternative analysis focuses on improving water quality while providing an enhanced level of service to residents and commercial/industrial properties through sanitary sewage management. Both alternatives include a "no action" evaluation, provided to illustrate the consequences of inactivity on the City's fiscal and environmental well-being.

3.3.1 Stormwater Improvements Alternatives

The identified stormwater improvements include 1) No Action, 2) Construction of Small-Scale Dispersed Systems, and 3) Construction of Large-Scale Dispersed Systems. A description of each alternative and the effects of their implementation are discussed below.

For Alternative 2 and 3, SCM opportunity locations were identified with input from the City. Sites were selected based on City staff's historical knowledge of areas with inadequate drainage. The SCM sites are shown in Figure 3-1, included at the end of this report section. Conceptual SCM designs were developed for each site using aerial imagery, Google Street view, and available City, county, and state GIS data to maximize the treatment and storage potential. The SCM type for each site was identified based on surrounding land uses and proximity to surface waters; however, additional data collection such as survey, resource area delineation, and subsurface investigations to determine soil infiltration suitability and depth to groundwater and bedrock is needed to verify SCM suitability. The four types of SCMs identified and the citing criterion are as listed below:

- Retention/Infiltration Pond: Selected if there was sufficient available surface space and horizontal and vertical separation from surface waterbodies. It was assumed that adequate separation to groundwater is achievable.
- Wet Pond: Selected if there was sufficient available surface space and proximity to surface waters. It was assumed that groundwater levels are high, and therefore infiltration is not feasible.
- Grass Swale: Selected for conveyance and infiltration in limited and linear surface space locations.
- Subsurface Baffle Box: Selected for right-of-way retrofits if there was no available surface space.

Stormwater improvement concept designs, cost estimates, nitrogen and phosphorus removal potential, and flood storage potential were developed to evaluate Alternatives 2 and 3. SCMs were sized to provide a water quality volume equivalent to the greater treatment volume, either the first 1" of rainfall from the total drainage area or 2.5" from only the impervious areas. In one instance, Site 9b, the SCM was also sized to provide attenuation volume for the 25-year, 3-day storm event, in accordance with the City's Stormwater Management Regulations, for a proposed increase in impervious area. Drainage areas were estimated using available 1-foot contours from Hendry County GIS, limited drainage infrastructure mapping from the City, and hydrographic features (canals, streams, waterbodies, etc.) from SFWMD.

Concept designs are presented below. Environmental benefits and life cycle cost analyses are presented in Sections 3.3.3 and 3.3.4, respectfully.

3.3.1.1 Alternative 1 – No Action

The No Action alternative assumes that the City does not implement solutions to mitigate the effects of flooding, water quality degradation, and increased development/redevelopment stressors such as the creation of impervious area, which also exacerbates flooding and water quality degradation. The No Action alternative puts the City in compliance jeopardy if it does not undertake actions to reduce nitrogen and phosphorus, which is a requirement within the Basin Management Action Plan (BMAP) for the Caloosahatchee River watershed. High nutrient loads contribute to harmful algal blooms, which significantly impact Florida's economy, ecology, recreation, and quality of life. The No Action alternative does not support nutrient load reduction to the Caloosahatchee River.

Implementing the No Action alternative will also not alleviate potential flooding stressors. Much of the northern part of the City is located within a FEMA mapped flood zone that is moderately developed. This area is near drainage ditches that are hydraulically connected to the Caloosahatchee Rive, exacerbating the potential for stormwater generated flooding. When flooding occurs, it increases the potential for property damage, infrastructure damage, economic disruption, and social disruption.

Relatedly, costs identified in the LCAA for the No Action alternative (Appendix C) are higher than other proposed alternatives due to these identified impacts.

3.3.1.2 Alternative 2 – Small-Scale Dispersed Stormwater Control Measures

Eight sites were evaluated at a conceptual level for small-scale dispersed stormwater improvement potential. For the purpose of this alternative evaluation, small-scale dispersed SCM locations are defined as locations with a potential contributing drainage area of less than 50-acres. This threshold was selected as there is a clear distinction between the SCM sizes presented in Alternative 2 and 3. Small-scale dispersed SCM site locations and concept designs are presented in Figure 3-2 through Figure 3-9 included at the end of this report section. The stormwater improvements proposed at each of the sites are described below.

3.3.1.2.1 Site 1: Barron Park

Barron Park (parcel ID 2 29 43 01 010 0003-001.0) is located adjacent to De Soto Avenue in the northern part of the City, adjacent to the Caloosahatchee River (Figure 3-2). The site is divided into an eastern and western drainage area based on drainage infrastructure and topography. Pending ownership determination, stormwater runoff from the west side of Barron Park can be treated by retrofitting an existing stone conveyance swale running parallel to N. Bridge Street into a grass swale that will provide stormwater treatment. Utilizing a berm and an outlet control structure or weir, a retention/infiltration pond can be placed at the end of the swale where runoff will collect and infiltrate. This will require a boundary survey to determine the feasibility of this modification based on ownership.

Stormwater runoff from the east side of Barron Park, near North Lee Street and Park Avenue, can be treated by retrofitting the existing catch basin at the intersection of Desota Avenue and North Lee Street, which can be routed to a baffle box to remove pollutants via settling. The pavement at this intersection contains patches and cracks and could be resurfaced as part of the project. The vacant City-owned parcels along North Lee Street in this area were not considered for SCM locations because they are frequently utilized for parking and vendor spaces for various local markets and events. However, these parcels could be evaluated

for underground stormwater storage or a dry detention basin to accommodate additional stormwater runoff generated in this area.

3.3.1.2.2 Site 2: Campbell Street/Hall Street

Campbell Street and Hall Street are located northwest of SR 80 and Main Street in the northern part of the City (Figure 3-3). The area is primarily residential with some mixed commercial uses. An SCM could potentially be installed in an existing drainage ditch that spans between Campbell Street and Hall Street. The ditch is overgrown with trees and vegetation that will require removal and replacement with loam and seed to restore infiltration and conveyance capacity, which will provide treatment and localized storage. Channelized flow to the ditch will require minor modifications at the edge of the roadway. This ditch is on private property, so a drainage easement or land rights acquisition would be required for ongoing maintenance.

The existing drainage ditch adjacent to Hall Street, Oklahoma Avenue, and College Street appears to be in good condition and providing adequate treatment, storage, and conveyance to the east.

The 70 North Hall Street property (parcel ID 2 29 43 05 A00 0019.0000), located on the western side of Hall Street, appears suitable for a small retention/infiltration pond. The pond, which would be slightly set back from the road, would receive stormwater runoff from North Hall Street via two proposed swales connecting to the pond.

3.3.1.2.3 Site 3: Alton "Kid" Jones Recreation Park

The Alton "Kid" Jones Recreational Park is at the intersection of Withlacoochee Avenue and Suwanee Avenue (Figure 3-4). This area is about 0.4 miles from the Caloosahatchee River and is residential development, narrow streets, and no sidewalks. A network of grass drainage conveyance swales is proposed to collect runoff throughout the southern neighborhood and convey north to the City-owned Alton 'Kid' Jones Recreation Park (parcel IDs 2 29 43 02 280 0000-075.0 and 2 29 43 02 280 0000-058.0). A retention/infiltration pond is proposed in the southeastern corner of the park for stormwater treatment.

The southeast corner of the park currently has trees that would need to be cut down and picnic tables that would be relocated. This project presents an opportunity to provide new park amenities and educational signage.

3.3.1.2.4 Site 3a: Manatee Avenue, Withlacoochee Avenue, and Caloosahatchee Avenue

Manatee Avenue, Withlacoochee Avenue, and Caloosahatchee Avenue are in the northwest part of the City, slightly southeast of SR 80 and directly north of Site 3 (Figure 3-5). Site 3a is approximately 0.4 miles from the Caloosahatchee River, and the area is residential, with narrow streets and no sidewalks. This street configuration makes the site suitable for installation of a network of grass drainage conveyance swales to convey runoff from the neighborhood to a proposed retention/infiltration pond on the City-owned property at 911 Caloosahatchee Avenue (parcel ID 2 29 43 02 280 0000-037.1). This pond would provide stormwater treatment. Land acquisition of surrounding properties could be considered for future flood storage capacity depending on the City's projected development/redevelopment plans.

3.3.1.2.5 Site 4: Hall Street, Howe Avenue, and South Main Street

Hall Street, Howe Avenue, and South Main Street are in the northern part of the City, directly south of SR 80 and in the vicinity of Site 2. This Site is approximately 0.5 miles from the Caloosahatchee River, and like other sites, is primarily residential with narrow streets and no sidewalks (Figure 3-6). Grass drainage conveyance swales are proposed along the west side of Hall Street to convey stormwater runoff south to the City-owned property at the southern end of Hall Street (parcel ID 2 29 43 02 270 0000-018.0), which surrounds a large existing channel/stream. A wet pond is proposed to treat stormwater runoff before entering the stream.

In addition to the wet pond, flood storage areas and potential stream restoration is proposed west of the wet pond, on either side of the existing stream (including parcel ID 2 29 43 02 270 0000-022.0). This area is within a FEMA mapped Special Flood Hazard Area Zone AE with a base flood elevation (BFE) and a 1% annual chance of flood hazard. Increasing flood storage would benefit upgradient properties by providing additional flood protection. Additionally, stream restoration and naturalization can be utilized to improve the health of the stream ecosystem.

3.3.1.2.6 Site 5: Jaycee Lions Drive

This site includes Jaycee Lions Drive, a portion of Hendry LaBelle Civic Park, and a City-owned parcel (100 Jaycee Lions Drive, parcel ID 2 29 43 08 A00 0012.0800) (Figure 3-7). The City-owned parcel appears to have an existing drainage swale, which conveys neighborhood runoff from Jaycee Lions Drive to a larger existing drainage channel/stream parallel to and north of the road. The existing swale on the City-owned parcel is overgrown and needs maintenance. Additionally, this area is within a FEMA mapped Special Flood Hazard Area Regulatory Floodway with a BFE.

Drainage improvements are proposed to reduce flood hazard and treat stormwater runoff prior to discharging to the existing drainage channel/stream. Grass swales are proposed for stormwater treatment and conveyance along either side of Jaycee Lions Drive. These grass swales will convey runoff to the City-owned parcel, where a flood storage area is proposed. The eastern portion of the City-owned parcel appears to be a large parking lot; a portion of this lot could be used to expand the flood storage area. Finally, a larger flood storage area is proposed in the northwest corner of the City-owned Hendry LaBelle Civic Park north of the soccer fields.

3.3.1.2.7 Site 6: North Oak Street, East Fort Thomson Avenue, and Oklahoma Avenue

Site 6 is located at the intersection of East Fort Thompson Avenue and North Oak Street and is currently a vacant, vegetated, private residential parcel (parcel ID 2 29 43 01 010 0019-001.0) (Figure 3-8). A wet pond is proposed in the northwest corner of the site. An existing grass drainage swale running along the west side of N Oak Street is proposed to be diverted to the stormwater pond. A wet pond is proposed since the site is within proximity to the Caloosahatchee River and is assumed to have high groundwater. A portion of N Oak Street between East Fort Thompson Avenue and Oklahoma Avenue appears to be an unpaved road. Roadway improvements could be proposed as a part of this project. While not included in this concept design or cost estimate, the City could acquire the entire parcel and create a neighborhood park.

3.3.1.2.8 Site 7: City Park Between 1st and 2nd Avenue

There is an existing drainage ditch within the City-owned park located between 1st Avenue and 2nd Avenue (parcel IDs 2 29 43 02 120 0002-005.0 and 2 29 43 02 120 0002-003.0) (Figure 3-9). This existing ditch is

proposed to be expanded and converted into a retention/infiltration pond to increase treatment capacity. The park is currently vacant open space. This proposed project presents an opportunity for park improvements to better service the surrounding residential neighborhood.

3.3.1.3 Alternative 3 – Large-Scale Concentrated Systems

Three additional properties were evaluated at a high-level for large-scale concentrated stormwater improvement potential. Large-scale concentrated systems are considered here-in as limited locations throughout the planning area managing a large contributing drainage area (greater than 50 acres) with one system providing concentrated improvements. These sites are presented in Figures 3-10 through Figure 3-12 included at the end of this report section. Each site was assessed for SCM retrofit opportunities for total nitrogen and phosphorus removal and flood storage.

3.3.1.3.1 Site 8: State Route 80 and Helms Road West

This site, located south of the intersection of State Road 80 and Helms Road West, is a privately-owned pastureland with reported flooding concerns (parcel ID 2 28 43 24 A00 0001.0000) (Figure 3-10). A wet pond is proposed in the northern, most downgradient corner of the parcel. A wet pond was selected since this area is in close vicinity to wetlands. An existing drainage ditch running along the south side of Helms Road West is proposed to be regraded to convey runoff to the proposed pond. Coordination with the Florida Department of Transportation (FDOT) and Hendry County would be required to evaluate Helms Road West drainage design and culvert capacity.

3.3.1.3.2 Site 9a: Forrey Drive and State Route 80

This site is a municipal parcel, east of Forrey Drive and south of SR 80, used as a wastewater treatment spray field and a municipal park (parcel ID 2 29 43 10 A00 0001.0000) (Figure 3-11). The City is evaluating options to build a new, relocated wastewater treatment facility since the current facility is vulnerable to flooding. The new facility would include a deep injection well for effluent disposal, therefore eliminating the need for the spray field and introducing redevelopment potential for this parcel.

A large stormwater wet pond is proposed in the southwestern portion of the spray field area, north of the Hendry Complex (a municipal park). A drainage ditch west of Forrey Drive conveys a large upstream drainage area past the municipal spray field parcel. A diversion structure and culvert are proposed to divert runoff to the proposed wet pond on the municipal parcel.

3.3.1.3.3 Site 9b: Forrey Drive and State Road 80

Site 9b is very similar to Site 9a; however, it considers potential future development of the spray field property (Figure 3-12). Given the property's location adjacent to SR 80, the City might consider selling the spray field property for private development. Site 9b includes the entire spray field parcel and a slightly larger contributing drainage area compared to Site 9a. The spray field area is assumed to be 85% impervious to account for future commercial or residential development. Note that it is assumed only one option from Site 9 would be constructed. For cost estimates and benefit analyses, Site 9b is assumed to be constructed.

3.3.2 On-Site Disposal Alternatives

The identified on-site disposal improvements include 1) No Action, 2) Conversion to Performance-Based Septic, and 3) Collection System Expansion. A description of each alternative and the effects of their implementation are discussed below.

3.3.2.1 Alternative 1 – No Action

The No Action alternative assumes that the City does not implement solutions to mitigate the water quality and reliability effects of privately owned, low performing on-site sewage treatment and disposal systems (OSTDS). While the No Action alternative has a short-term low cost to the user, and doing nothing is always an option, the City views this as not viable or sustainable. The City is in alignment with the State of Florida on their pursuit to eliminate existing private OSTDS facilities. A private OSTDS is known to cause unacceptable harmful pollutant discharge after a substantial rain occurrence due to a saturated leach field. The effluent from an OSTDS is known to be much lower quality than a performance based OSTDS or a central sewer system and is exacerbated when maintenance of these facilities is neglected. Additionally, the density of housing in LaBelle is high when considering the use of private OSTDS.

3.3.2.2 Alternative 2 – Conversion to Performance-Based Septic

Alternative 2 considers conversion of private OSTDS to performance-based septic. Performance-based septic systems have the potential for lower utility costs; septic systems that treat wastewater onsite do not require owners to pay monthly sewer fees to a municipal utility. Additionally, septic systems are not reliant on municipal sewer systems, which can be an advantage in rural areas where such infrastructure may be unavailable or in poor condition.

The disadvantages of performance-based septic systems include high maintenance and replacement costs, soil challenges and space limitations, limited capacity, risk of system failure, dependence on proper usage, and potential for groundwater contamination. Septic systems require regular maintenance, including periodic pumping of the septic tank and annual inspections by a licensed Florida operator to ensure the system is functioning properly. Additionally, septic systems have a finite lifespan and may require expensive replacement. Field lines are a vital part of septic systems, facilitating the dispersal of treated wastewater into the surrounding soil, which relies heavily on the soil's ability to absorb and filter the effluent. When the soil's percolation rate is inadequate, it may necessitate relocating the field lines to a part of the property with better soil conditions, a move that could substantially impact a growing community by limiting available space for home placements and potentially reducing rental income. Septic systems have a finite capacity and are designed to handle a specific amount of wastewater. Home expansion can require a system upgrade. Like any system, septic systems can fail, particularly if they are not properly maintained. System failures can result in sewage backups into homes, foul odors, and groundwater contamination, all of which can have serious implications for tenant health, property values, and the community's reputation. The effectiveness of a septic system depends in part on how it is used. Flushing non-biodegradable items, excessive use of garbage disposals, or pouring grease down drains can all contribute to system failures. Educating tenants on proper use and ensuring compliance can be challenging. Finally, if a septic system is not properly located, designed, or maintained, there is a risk of contaminating the groundwater, which can have serious implications for local drinking water supplies and result in regulatory fines and legal liability.

3.3.2.3 Alternative 3 – Collection System Expansion

Alternative 3 considers a municipal sewer collection system expansion. The advantages of public sewer systems include reliability and efficiency, less maintenance required from property owners, potential for better tenant satisfaction, higher resale value, and ease of expansion. Public sewer systems are generally reliable and efficient, as they are managed by professionals and subject to regulatory standards. This ensures consistent wastewater treatment and minimizes the risk of system failures. Unlike private sewer systems, the maintenance of the main sewer lines and the treatment facilities is the responsibility of the public entity. This significantly reduces the burden on the property owner in terms of both time and money. Due to their reliability and efficiency, public sewer systems can contribute to a cleaner and more pleasant living environment, which can in turn lead to higher tenant satisfaction. Properties connected to public sewer systems often command higher resale value. Investors and buyers are typically willing to pay a premium for properties that have reliable and efficient waste disposal systems, as this reduces the risk of future complications and potential liabilities associated with private sewer systems. Finally, public sewer systems can typically accommodate additional connections more easily than private systems, providing communities with greater flexibility for property expansion and development.

A disadvantage of public sewer collection systems is potentially higher, ongoing utility costs for tenants or property owners. Users are typically charged a fee based on their usage, and this can result in higher monthly bills for tenants or property owners, depending on how the costs are structured in the lease agreements.

3.3.3 Environmental Benefits

3.3.3.1 Stormwater Improvements

The FDEP Environmental Resource Permit (ERP) Applicant's Handbook Volume 1 methodology was used to estimate nitrogen and phosphorus loads from the planning area. The FDEP ERP Applicant's Handbook Volume 1 (Handbook) estimates nutrient load as a function of annual runoff volume and nutrient concentration. Annual runoff volume is a function of the drainage area, the average annual rainfall, and the mean annual runoff coefficients (ROC value). This is summarized in the Handbook Equation 9-1, presented below.

$$Equation\ 9-1: Annual\ Runoff\ Volume(ac-ft) = Area(acres) \times Average\ Annual\ Rainfall\ (inches) \times ROC\ Value \times (\frac{1ft}{12in})$$

The ROC value is a function of the DCIA percentage and the non-DCIA curve number. DCIA percentages were estimated using land use and their corresponding SCS TR-55 average percent impervious areas. An assumed, average non-DCIA curve number of 40 was used. This correlates to the TR-55 curve number for fully developed urban area with open space in hydrologic soil group A. Finally, meteorological/rainfall zone 2 was used, and an average annual rainfall value of 52 inches was used.

The total phosphorus (TP) and total nitrogen (TN) loads were then calculated using the annual runoff volume and the standardized statewide stormwater nutrient event mean concentration values from Handbook Table 9.2. This calculation is summarized in the Handbook Equation 9-2, presented below.

$$Equation\ 9-2: Annual\ Average\ Mass\ Loading = Annual\ Runoff\ Volume \times EMC$$

Finally, an estimated TP and TN removal efficiency was used based on the anticipated stormwater control measure type to calculate the TP and TN load reductions. Although the grass conveyance swales provide some pollutant reduction, only the primary treatment measure was accounted for in the benefits calculations. The parameters used to estimate nitrogen and phosphorus loads and reductions for each site, for both stormwater improvement alternatives, are included in Appendix D. The estimated annual runoff volume, nutrient loads, and required reductions are summarized in Table 3-2.

TABLE 3-2: WATER QUALITY AND NUTRIENT LOADING SUMMARY

Site		Annual Runoff Volume	Annual TP Load (lb/yr)	Annual TP Load Removed (lb/yr)	Annual TN Load (lb/yr)	Annual TN Load Removed (lb/yr)
ID	Area (ac)					
Alternative 2						
1 (West)	1.8	1.6	0.2	0.2	5.1	3.3
1 (East)	1.1	3.7	1.7	0.3	12.5	2.4
2	0.9	1.3	1.2	0.9	6.4	4.9
3a	7.0	6.3	4.6	2.8	28.1	11.3
3	21.2	19.0	14.0	7.8	85.4	47.8
4	7.6	10.9	9.7	5.8	52.3	20.9
5	8.1	7.2	5.3	1.5	32.5	9.4
6	26.9	24.1	17.7	10.6	108.3	43.3
7	14.5	13.0	9.6	7.2	58.4	43.8
Sum				**37.0**		**187.0**
Alternative 3						
8	438.8	89.4	144.1	86.5	736.3	294.5
9a	309.7	547.5	400.0	240.0	2,020.7	808.3
9b	520.9	1,120.4	818.7	491.2	4,135.3	1,654.1
Sum				**577.7***		**1,948.6***

*Note that it is assumed only one option from Site 9, either 9a or 9b, would be constructed. For calculation purposes, Site 9b is assumed to be constructed.

Additionally, flood storage areas are proposed at Sites 4 and 5, included in Alternative 2. Site 4 is within a FEMA mapped Flood Zone AE with a BFE, and Site 5 is within a FEMA Zone AE Regulatory Floodway with a BFE. The flood storage ponds are separate from and in addition to the SCMs providing water quality benefits. Providing additional flood storage in these areas will support a reduction in flooding in surrounding areas during storm events. The additional storage volume is presented in Table 3-3 below and in Appendix D.

TABLE 3-3: FLOOD STORAGE

Site	Estimated Flood Storage Volume (cf)
4	99,000
5	69,300
Total	168,300

3.3.3.2 On-Site Disposal Improvements

A standard septic tank offers significantly less nutrient reduction compared to a performance-based OSTDS, which is specifically designed to achieve higher levels of nutrient removal, particularly nitrogen and phosphorus, through advanced treatment processes like aeration and filtration. Essentially, a septic tank only removes a basic amount of solids while a performance-based OSTDS can significantly reduce nutrient levels in wastewater before discharge into the environment. Septic tanks primarily remove large solids, with minimal nutrient reduction, making it less effective in protecting water quality, especially in sensitive areas. Performance-based OSTDS utilize advanced technologies like aerobic treatment units or biofilters to achieve substantial nutrient removal, often meeting specific performance standards set by local regulations by using oxygen to break down waste more efficiently than a standard septic system

Similar to performance-based OSTDS, conversion to public sewer collection systems and treatment at a wastewater treatment facility offers higher levels of nutrient removal through advanced treatment technologies. Wastewater treatment facilities are regulated and required to achieve performance standards. Therefore, both on-site disposal alternatives would support nutrient reduction and improved water quality.

3.3.4 Life Cycle Cost Analysis

A cost comparison of each alternative is presented in Table 3-3 in 2024 dollars. The cost estimates shown have been prepared for guidance in project evaluation and implementation from the information available at the time of the estimate. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the final project costs will vary from estimates presented here. The life cycle cost analyses for the proposed alternatives, including operation and maintenance costs, are provided in Appendix C.

The stormwater improvement O&M costs include routine inspection and maintenance as well as replacement costs based on average component lifespan. The estimated O&M costs are based on system type, number of systems, typical maintenance activities for that system type, and their associated frequencies. Hourly durations for labor and equipment necessary to execute each activity were estimated. Labor and equipment costs are based on local prevailing wage rates and equipment costs. Personnel full-time equivalents are also accounted for. The on-site disposal O&M costs are estimated based on project components, such as mechanical and electrical systems.

The on-site disposal alternative costs are presented per equivalent residential unit (ERU). The total project cost will depend on the final number of participating properties and would equal the presented ERU life-cycle cost times the number of properties.

Finally, the life cycle nutrient reduction cost-benefit for the stormwater improvements is presented for comparison.

TABLE 3-4: COST COMPARISON

Cost Item	Stormwater Improvements			On-Site Disposal (per ERU)		
	Alt. 1 – No Action	Alt. 2 – Small-Scale Dispersed Systems	Alt. 3 – Large-Scale Concentrated Systems	Alt. 1 – No Action	Alt. 2 – Performance -Based Septic	Alt. 3 – Collection System Expansion
Capital Cost Summary						
Construction Cost		$2,549,000	$10,409,000	-	-	-
Planning (2%)	-	$51,000	$209,000	-	-	-
Design (10%)	-	$255,000	$1,041,000	-	-	-
Field Services (5%)	-	$128,000	$521,000	-	-	-
Legal and Administrative (1%)	-	$26,000	$105,000	-	-	-
Grant Administration (2%)	-	$51,000	$209,000	-	-	-
Land Acquisition	-	$160,000	$150,000	-	-	-
Total Capital Cost	-	$3,220,000	$12,644,000	-	$19,750	$14,500
Annual O&M Cost Summary						
Reoccurring Labor and Equipment	-	$38,000	$32,000	-	$10,687	$295
Reoccurring Fees and Bills/ Operations	-	$1,000	$1,000	-	$8,845	$8,845
Total Annual O&M Cost	-	$39,000	$33,000	$1,800	$19,532	$9,139
Life Cycle Cost						
Replacement Cost	$1,200,000	See Appendix C	See Appendix C	-	$9,489	$0
Residual Value	-			-	$-5,430	$0
Life Cycle Cost	**$20,911,000**	**$3,493,000**	**$12,576,000**	**$26,543**	**$43,340**	**$23,639**
Life Cycle Cost-Benefit						
TN ($/lb/year)	-	18,679	6,454	-	-	-
TP($/lb/year)	-	94,405	21,769	-	-	-

3.3.5 Recommended Alternative

Alternative 3, Large-Scale Concentrated Systems, is the recommended stormwater improvements alternative. Alternative 1, No Action, does not provide environmental protection and therefore was rejected. Alternatives 2 and 3 both provide environmental protection by treating stormwater discharges, which will improve the quality of stormwater runoff. The selection of the recommended alternative is based on a better cost-benefit ratio; Alternative 3 provides more nutrient (TN and TP) removal at a lower cost.

Alternative 3, Collection System Expansion, is the recommended on-site disposal alternative. Alternative 1, No Action, does not provide environmental protection and therefore was rejected. Alternatives 2 and 3 provide similar environmental protection by better treating wastewater. The selection of the recommended alternative was therefore based on the lowest life cycle cost.

SECTION 3 FIGURES

FIGURE 3-1: SITE LOCATION PLAN

Stormwater Improvements Alternative 2

FIGURE 3-2: SITE 1

FIGURE 3-3: SITE 2

FIGURE 3-4: SITE 3

FIGURE 3-5: SITE 3A

FIGURE 3-6: SITE 4

FIGURE 3-7: SITE 5

FIGURE 3-8: SITE 6

FIGURE 3-9: SITE 7

Stormwater Improvements Alternative 3

FIGURE 3-10: SITE 8

FIGURE 3-11: SITE 9A

FIGURE 3-12: SITE 9B

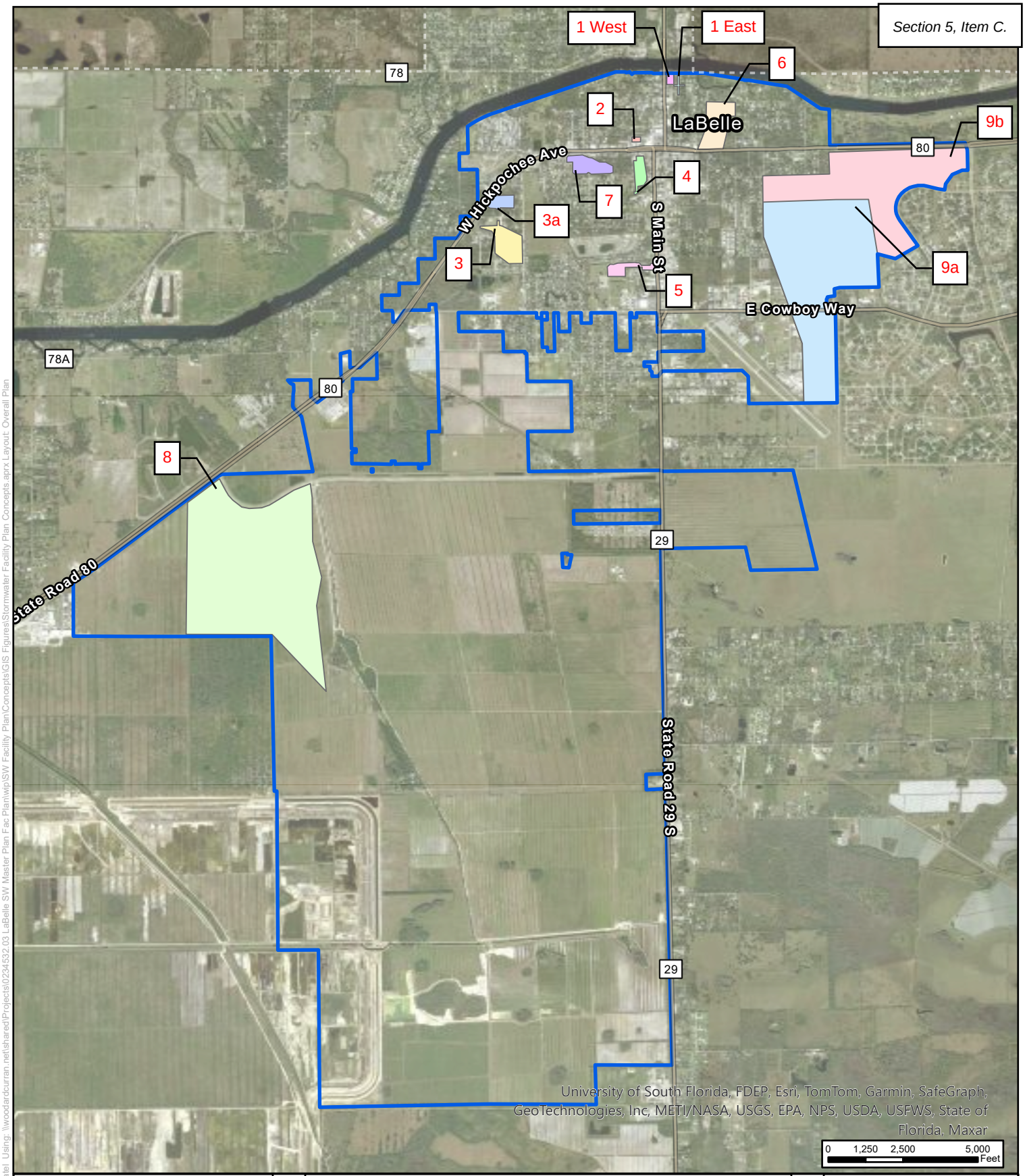


Figure 3-1

Site Location Plan

Stormwater Alternative 2 & 3

Stormwater Facility Plan

LaBelle, FL

Legend

- LaBelle City Limit
- Site 1 East
- Site 1 West
- Site 2
- Site 3
- Site 3a
- Site 4
- Site 5
- Site 6
- Site 7
- Site 8
- Site 9a
- Site 9b

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. **Data Sources:**

Figure Exported: 10/9/2024 By: bpatel Using: \\woodardcurran.net\shared\Projects\0234532.03 LaBelle SW Master Plan Fac Plan\wip\SW Facility Plan\Concepts\GIS Figures\Stormwater Facility Plan Concepts.aprx Layout: Overall Plan

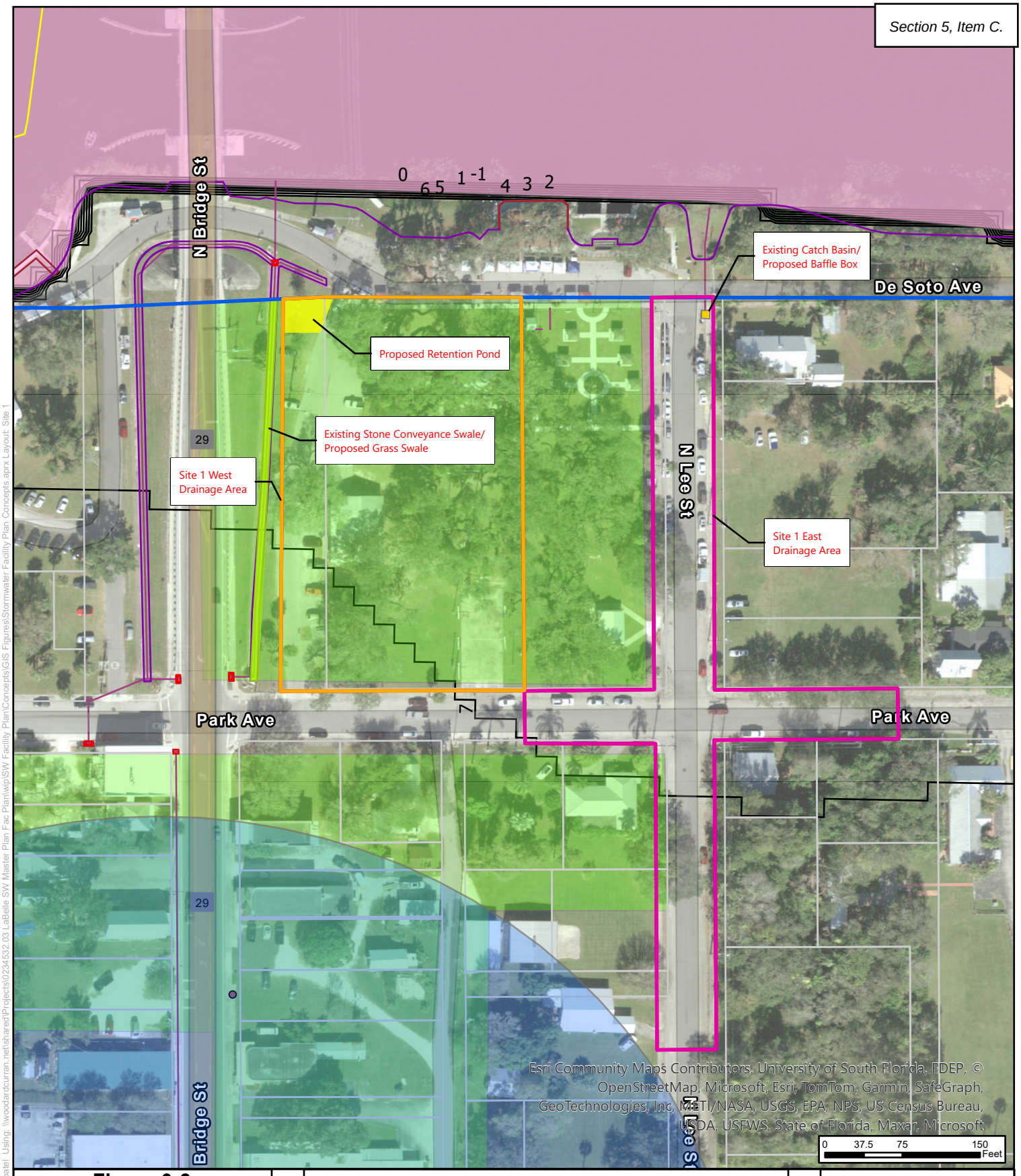


Figure 3-2

Site 1: Barron Park

Stormwater Alternative 2

Stormwater Facility Plan

LaBelle, FL

Legend

- Cultural Resource District
- 1 ft Contours
- Swale
- Headwall/Retaining Wall
- Drain Pipe
- Ditch Flow
- Drainage Structure
- Parcel Boundary
- Cultural Resource District Building - 500ft Buffer
- Historic District
- Riverine
- LaBelle City Limit
- East Drainage Area
- West Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

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Figure Exported: 10/9/2024 By: bpatel Using: \\woodardcurran.net\shared\Projects\0234532.03 LaBelle SW Master Plan Fac Plan\wip\SW Facility Plan\Concepts\GIS Figures\Stormwater Facility Plan Concepts.aprx Layout: Site 1

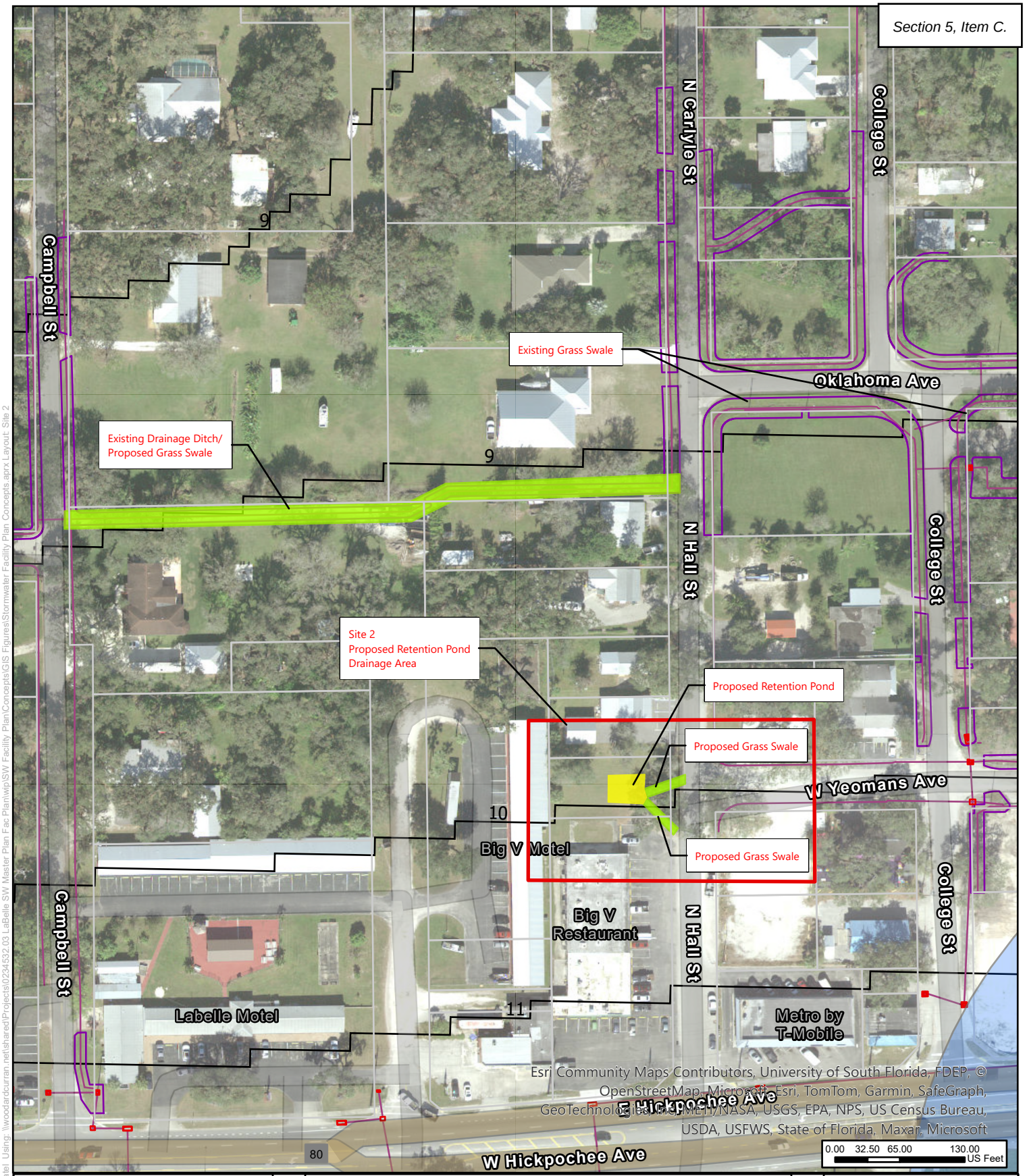

Figure 3-3
Site 2: Campbell Street/ Hall Street
Stormwater Alternative 2
Stormwater Facility Plan
LaBelle, FL

Legend

- 1 ft Contours
- Swale
- Drain Pipe
- Drainage Structure
- Parcel Boundary
- Cultural Resource District Building - 500ft Buffer
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03
Map Created: October 20

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Figure Exported: 10/9/2024 By: bpatel Using: \\woodardcurran.net\shared\Projects\0234532.03 LaBelle SW Master Plan Fac Plan\wip\SW Facility Plan\Concepts\GIS Figures\Stormwater Facility Plan Concepts.aprx Layout: Site 2

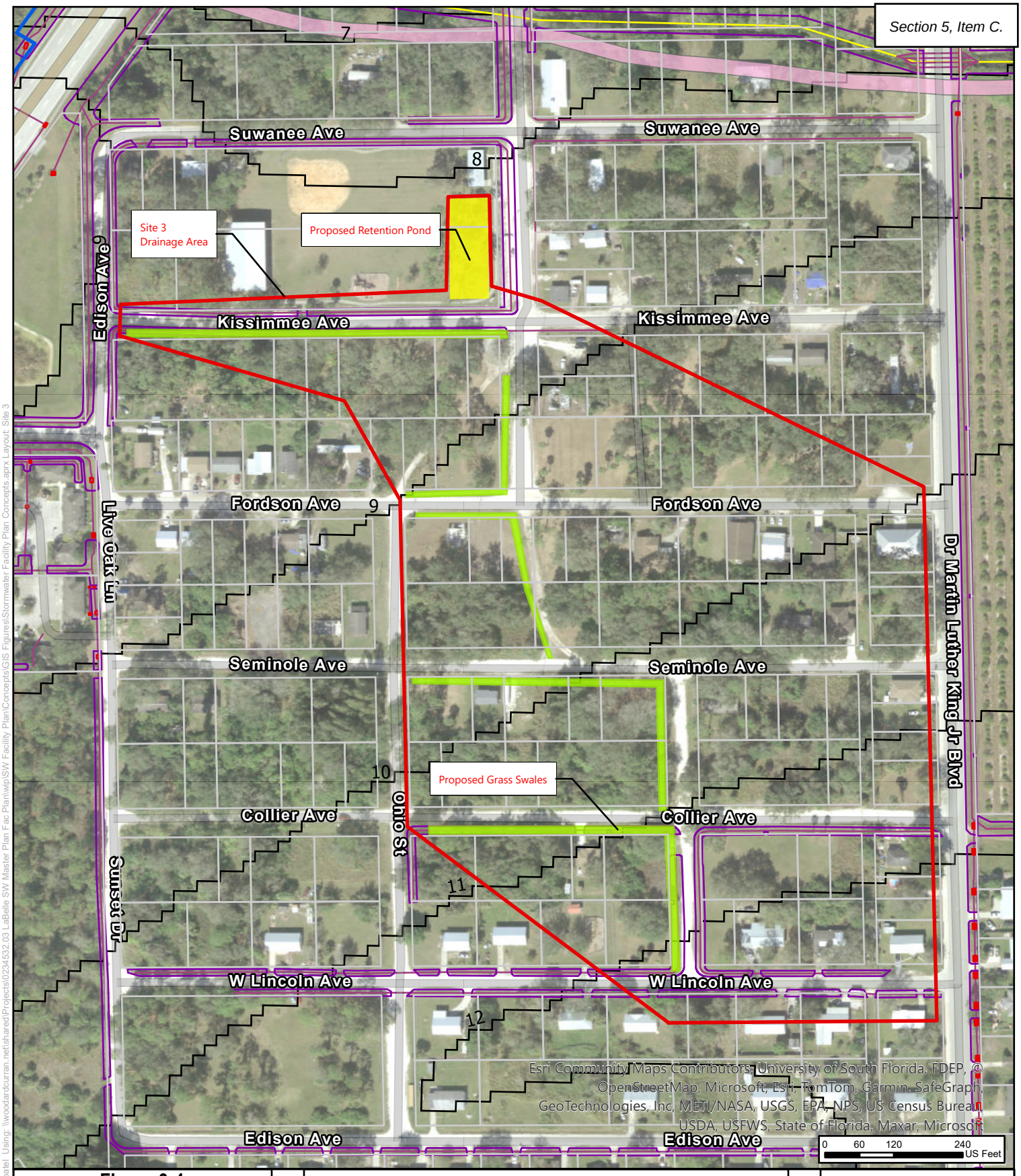

Figure 3-4

Site 3: Alton "Kid" Jones Recreation Park

Stormwater Alternative 2

Stormwater Facility Plan

LaBelle, FL

Legend

- 1 ft Contours
- Swale
- Headwall/Retaining Wall
- Drain Pipe
- Ditch Flow
- Drainage Structure
- Parcel Boundary
- Riverine
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

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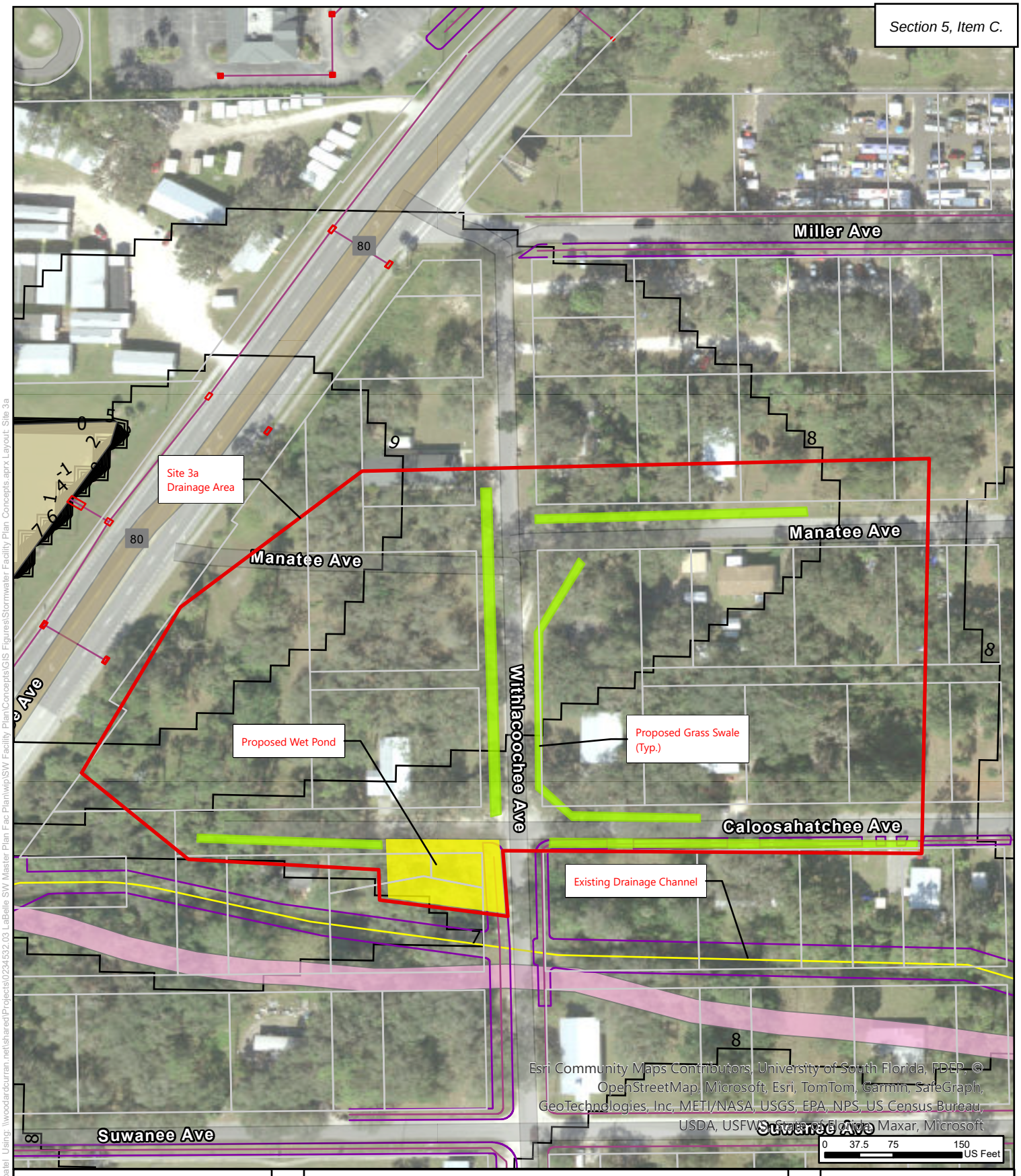

Figure 3-5

Site 3a: Manatee, Withlacoochee, and Caloosahatchee Ave

Stormwater Alternative 2

Stormwater Facility Plan

LaBelle, FL

Legend

- 1 ft Contours
- Swale
- Drain Pipe
- Ditch Flow
- Drainage Structure
- Parcel Boundary
- Freshwater Pond
- Riverine
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

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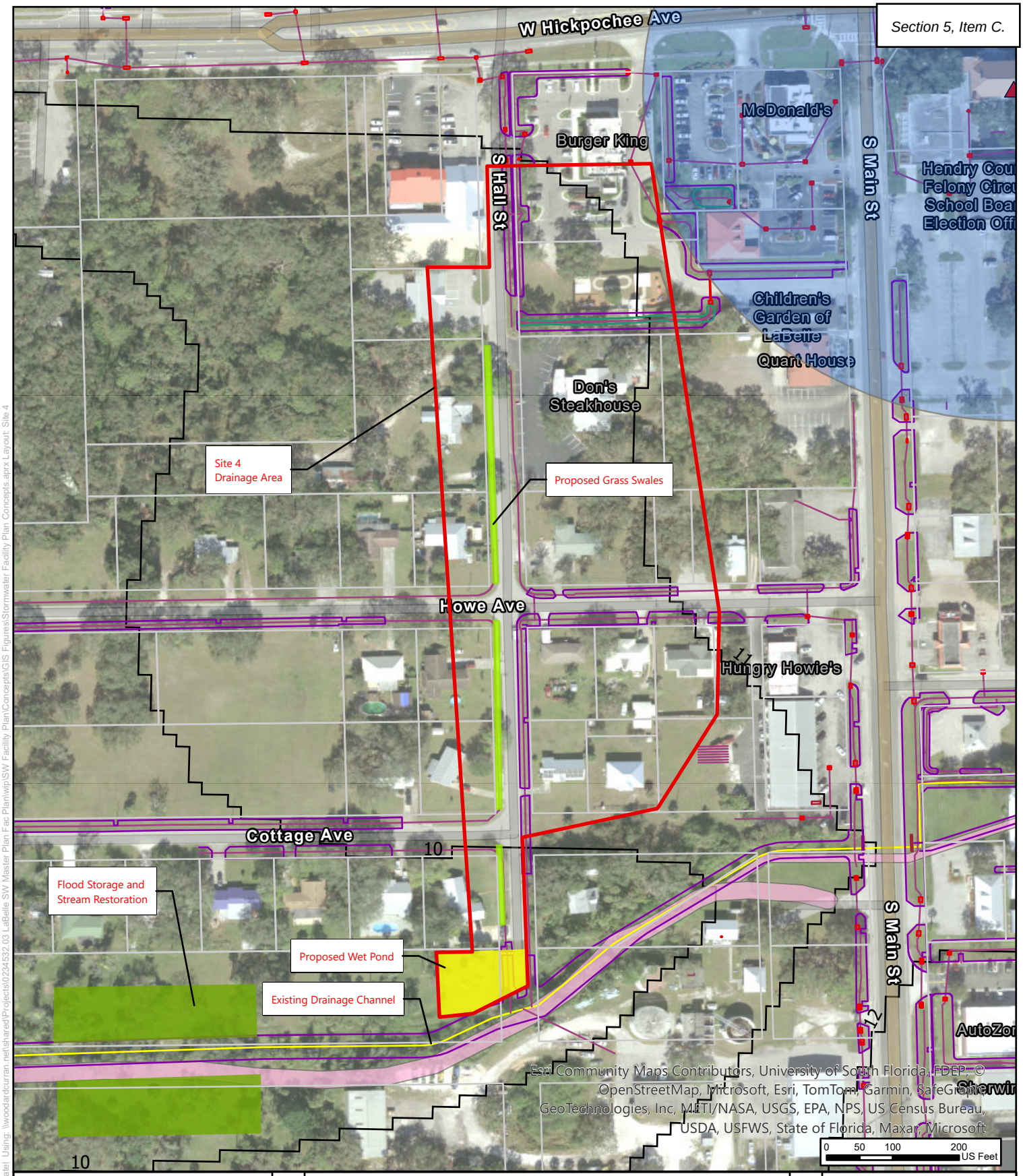

Figure 3-6

Site 4: Hall Street, Howe Ave, and South Main Street

Stormwater Alternative 2

Stormwater Facility Plan

LaBelle, FL

Legend

- Cultural Resource Building
- 1 ft Contours
- Headwall/Retaining Wall
- Swale
- Drain Pipe
- Ditch Flow
- Water Body
- Drainage Structure
- Cultural Resource District Building - 500ft Buffer
- Parcel Boundary
- Riverine
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

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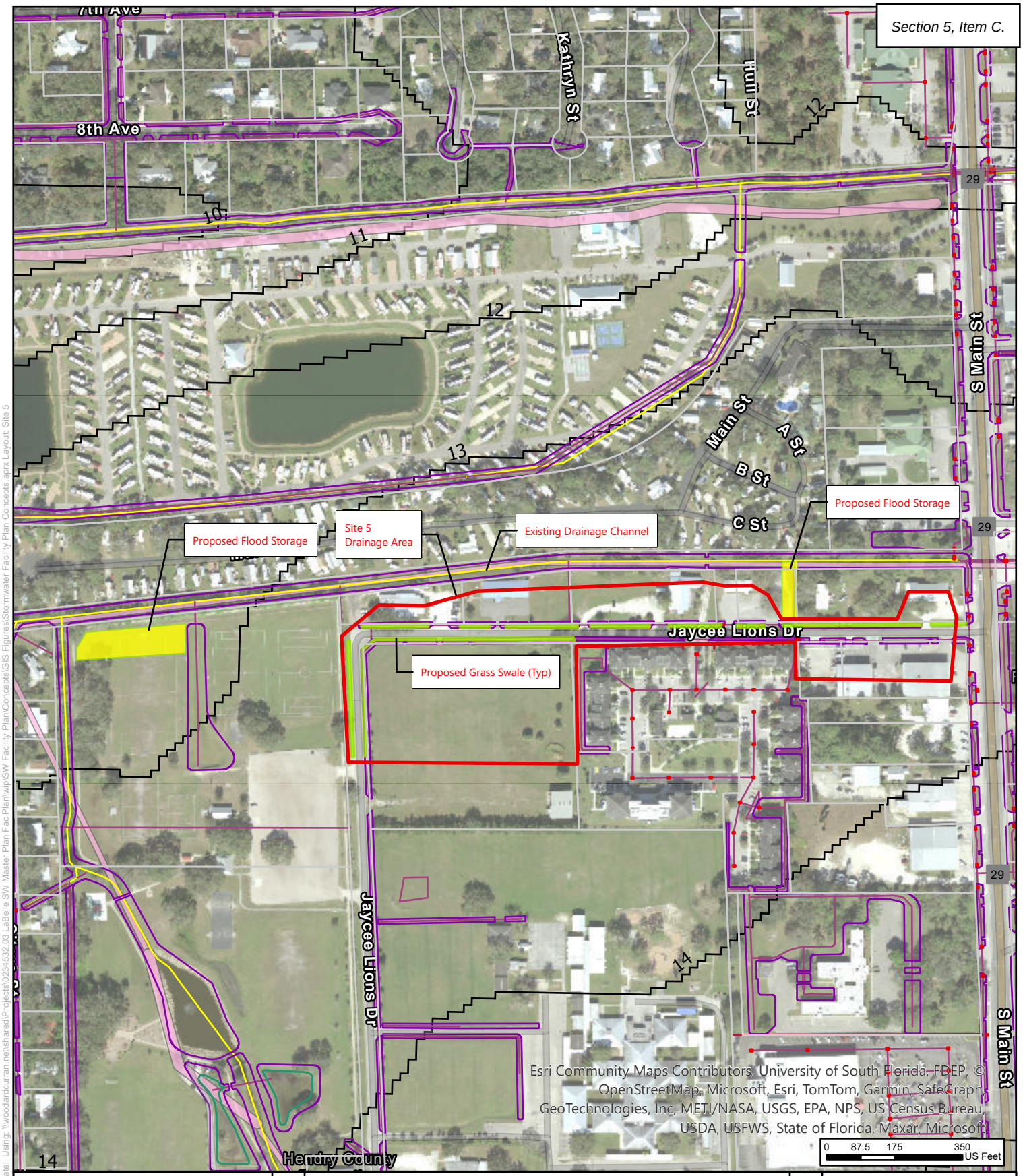

Figure 3-7

Site 5: Jaycee Lions Drive

Stormwater Alternative 2

Stormwater Facility Plan

LaBelle, FL

Legend

- 1 ft Contours
- Swale
- Headwall/Retaining Wall
- Drain Pipe
- Ditch Flow
- Water Body
- Drainage Structure
- Parcel Boundary
- Riverine
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

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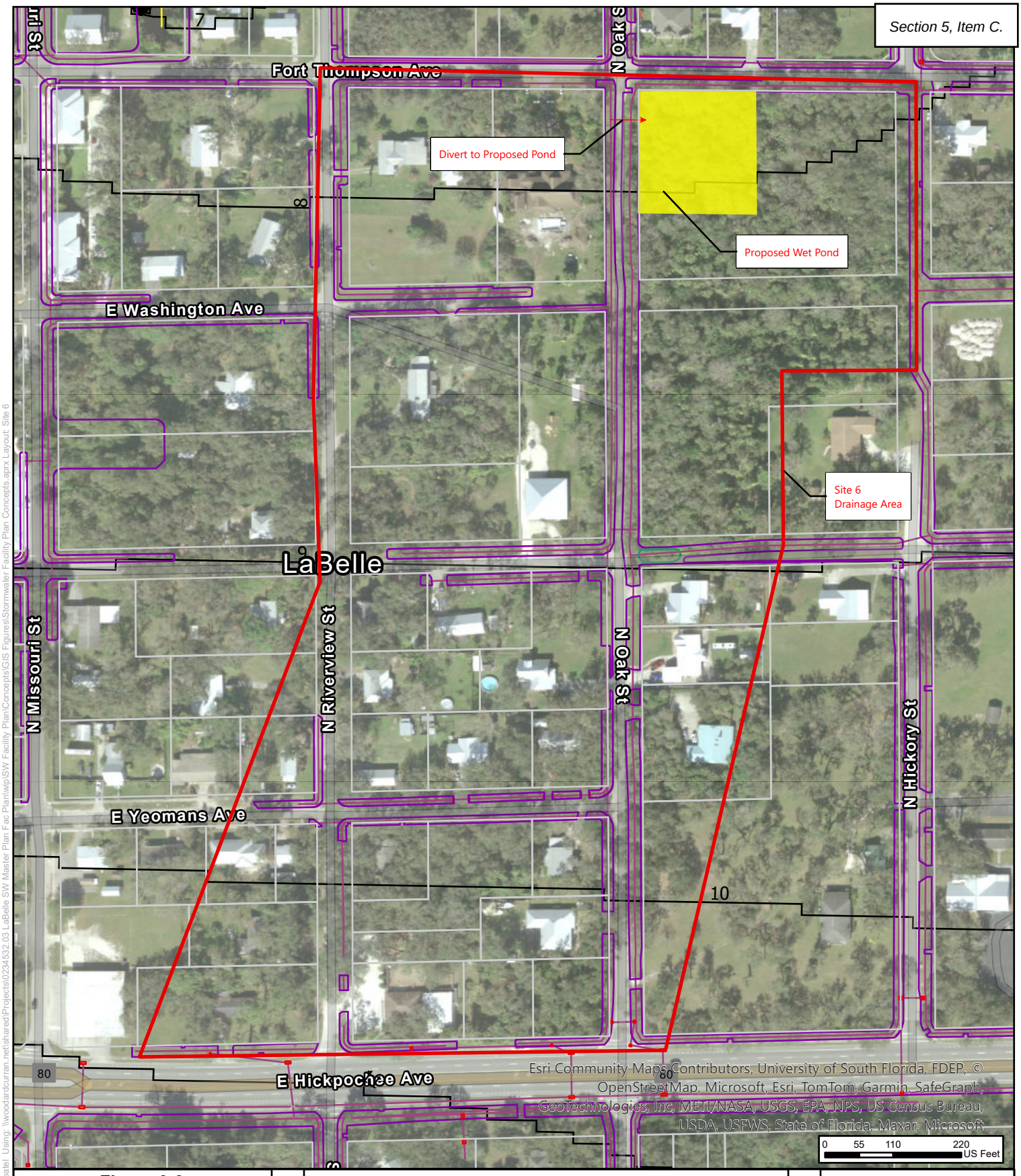

Figure 3-8

Site 6: North Oak St, East Fort Thomson Ave, & Oklahoma Ave

Stormwater Alternative 2

Stormwater Facility Plan

LaBelle, FL

Legend

- 1 ft Contours
- Swale
- Headwall/Retaining Wall
- Drain Pipe
- Ditch Flow
- Water Body
- Drainage Structure
- Parcel Boundary
- Drainage Arrow
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

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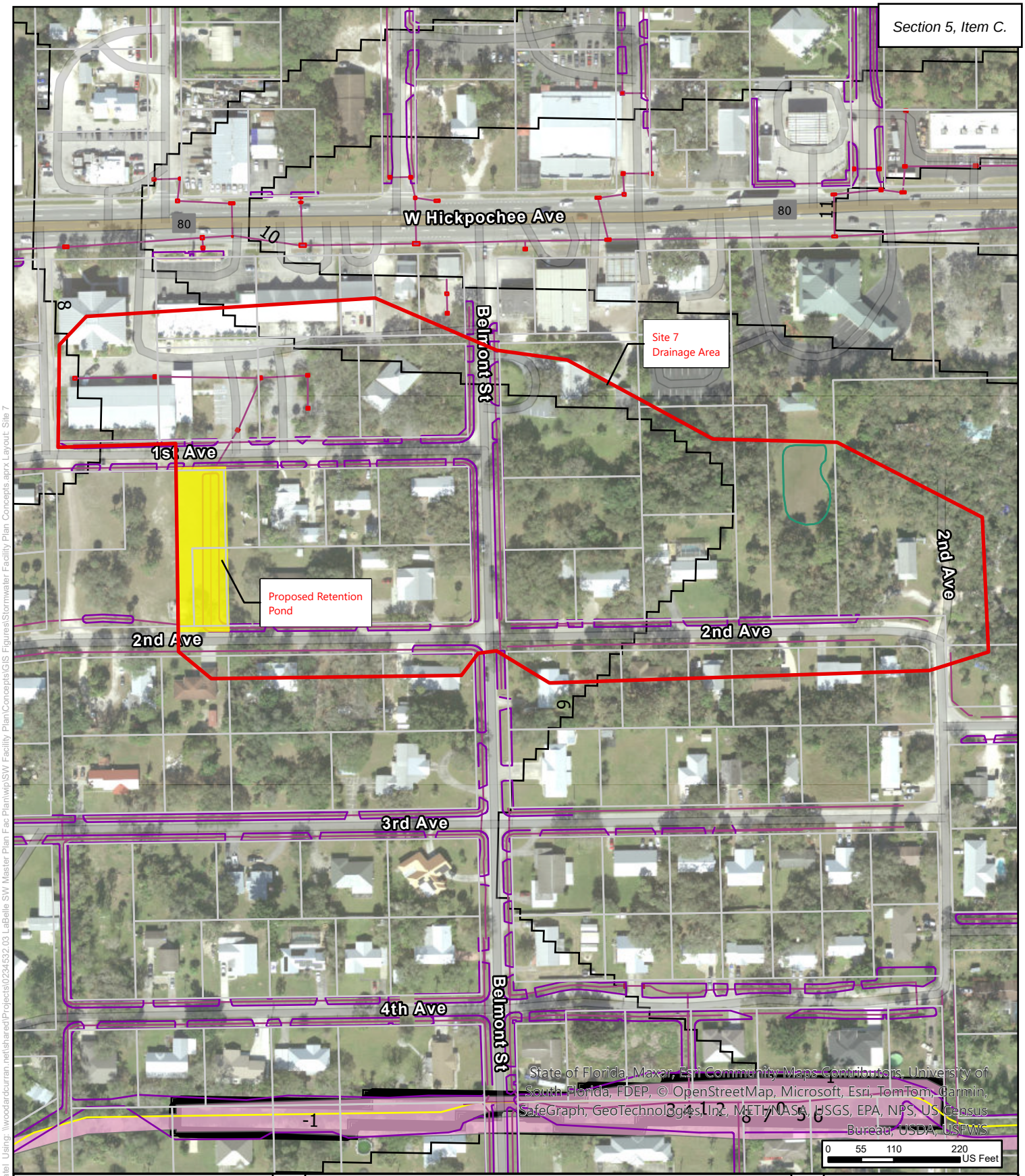

Figure 3-9

Site 7: City Park Between 1st and 2nd Ave

Stormwater Alternative 2

Stormwater Facility Plan

LaBelle, FL

Legend

- 1 ft Contours
- Swale
- Headwall/Retaining Wall
- Drain Pipe
- Ditch Flow
- Water Body
- Drainage Structure
- Parcel Boundary
- Riverine
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

690

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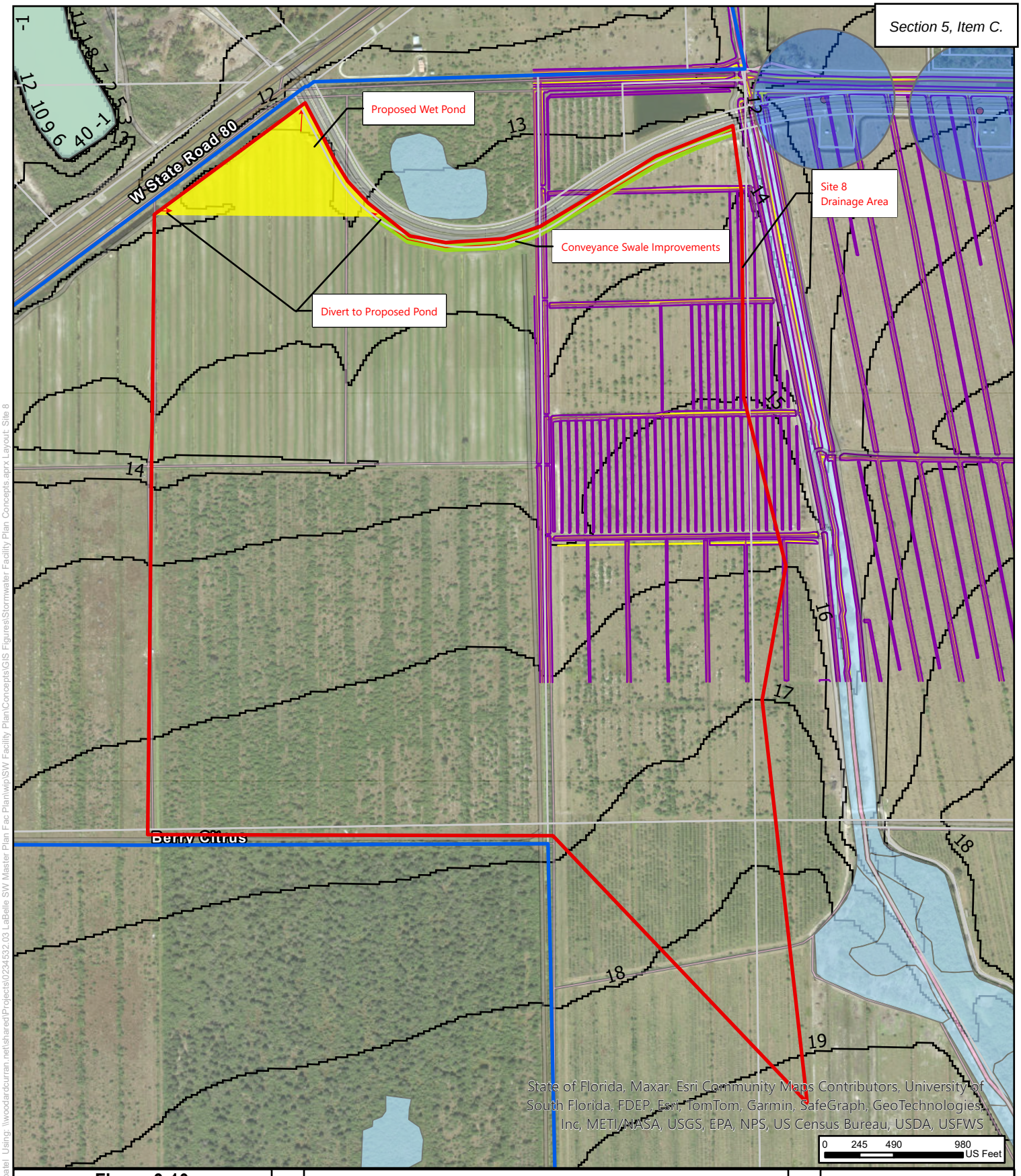

Figure 3-10

Site 8: SR 80 and Helms Road West

Stormwater Alternative 3

Stormwater Facility Plan

LaBelle, FL

Legend

- Public Water Supply
- 1 ft Contours
- Swale
- Drain Pipe
- Ditch Flow
- Parcel Boundary
- Drainage Arrow
- Freshwater Forested/ Shrub Wetland
- Lake
- Riverine
- Public Water Well - 500ft Buffer
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

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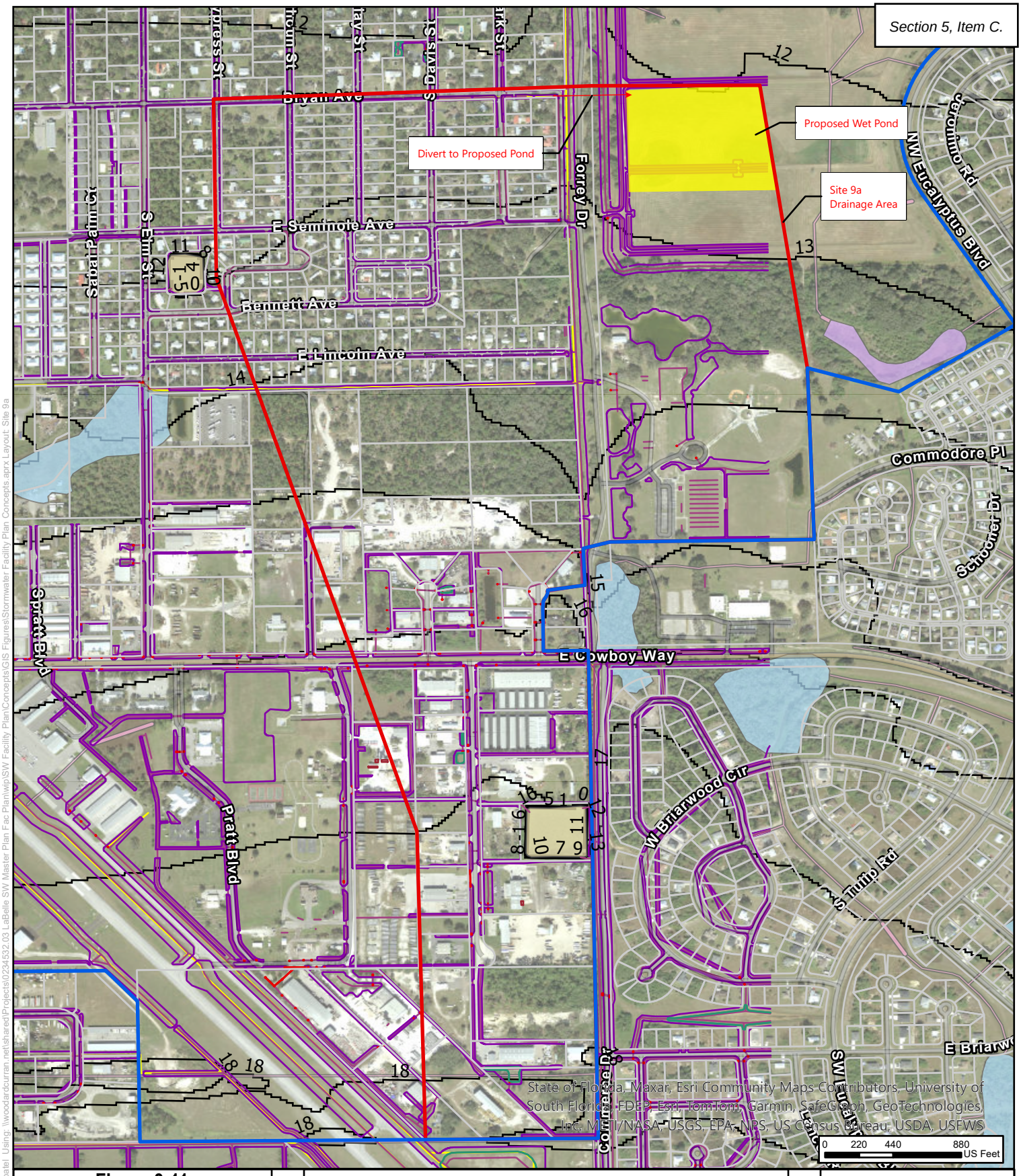

Figure 3-11

Site 9a: Forrey Drive and SR 80

Stormwater Alternative 3

Stormwater Facility Plan

LaBelle, FL

Legend

- 1 ft Contours
- Swale
- Headwall/Retaining Wall
- Drain Pipe
- Ditch Flow
- Water Body
- Drainage Structure
- Drainage Arrow
- Parcel Boundary
- Freshwater Forested/ Shrub Wetland
- Freshwater Emergent Wetland
- Freshwater Pond
- Riverine
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

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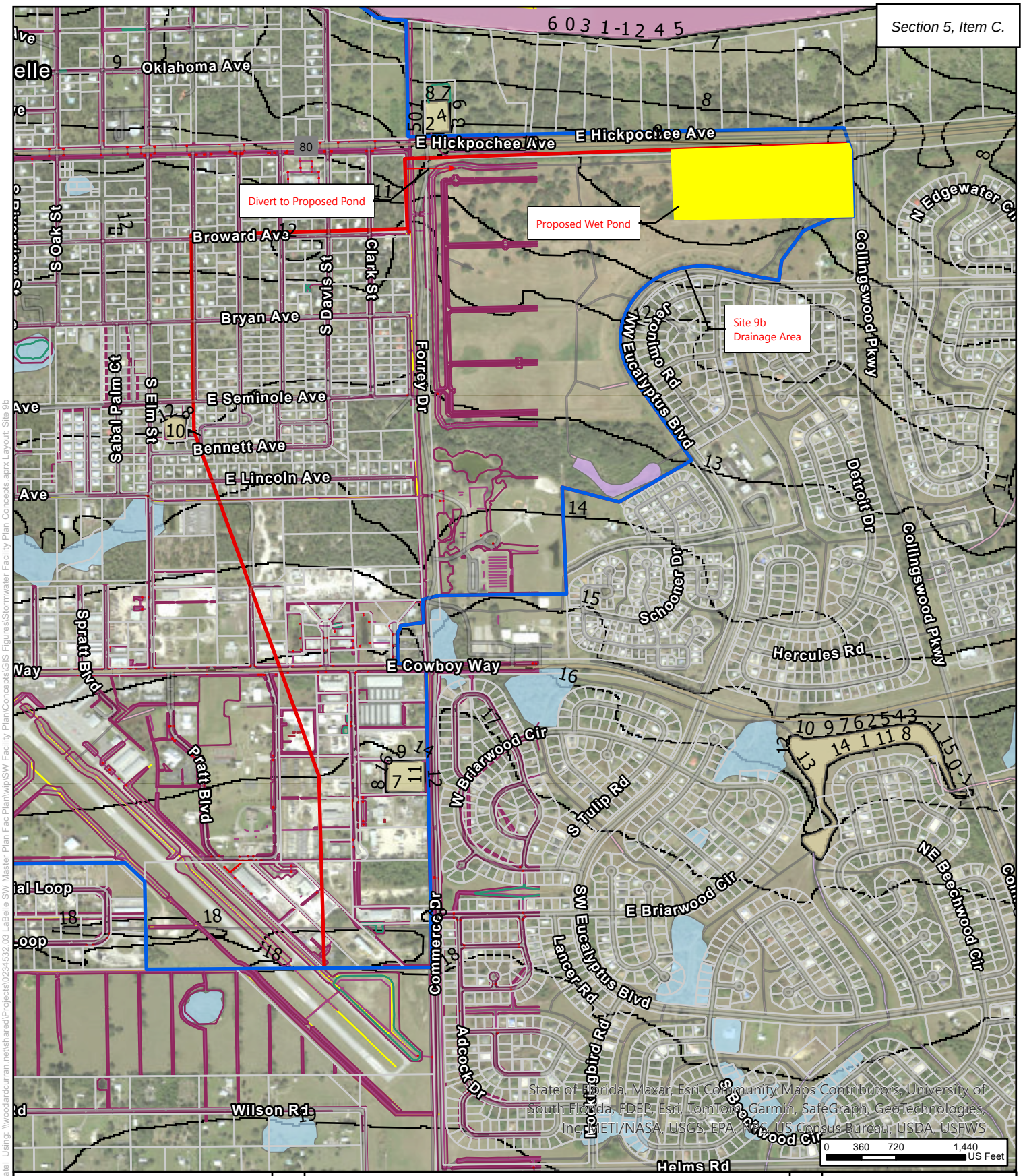

Figure 3-12

Site 9b: Forrey Drive and SR 80

Stormwater Alternative 3

Stormwater Facility Plan

LaBelle, FL

Legend

- 1 ft Contours
- Swale
- Headwall or Retaining Wall
- Drain Pipe
- Ditch Flow
- Water Body
- Drainage Structure
- Drainage Arrow
- Parcel Boundary
- Freshwater Forested/ Shrub Wetland
- Freshwater Emergent Wetland
- Freshwater Pond
- Riverine
- LaBelle City Limit
- Drainage Area

N

Woodard & Curran

Project #: 0234532.03

Map Created: October 20

693

Figure Exported: 10/9/2024 By: bpatel Using: \\woodardcurran.net\shared\Projects\0234532.03 LaBelle SW Master Plan Fac Plan\wip\SW Facility Plan\Concepts\GIS Figures\Stormwater Facility Plan Concepts.aprx Layout: Site 9b

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4. SELECTED PLAN

4.1 Introduction

Among the selected plans consisting of Site 8 and Site 9, Site 8 includes designing and constructing a wet pond within a private pastureland that is reported to be flooded. The existing stormwater drainage swale is planned to be regraded to divert discharge to the proposed pond. Site 9 consists of designing and construction of a wet pond on a municipally owned parcel. Potential future development of the spray field property would possibly provide cost benefits to the city which may offset the construction and/or maintenance costs.

Topographic survey and geotechnical data will be gathered during design to determine ground elevations and soil, subsurface geologic, and water table conditions. This site-specific data will be used to select SCMs that best fit the site constraints. SCMs are practical measures that are designed to improve water quality and enhance groundwater recharge while maintaining stormwater conveyance and flood protection. The site-specific SCMs will be incorporated into the plan as practical to remove nutrients, suspended solids, oil and grease, and infiltrate stormwater into the water table prior to surface discharge. SCMs will be deployed using a "treatment train" approach that maximizes the use of different site conditions along the runoff path to achieve multiple goals or needs for the stormwater management system.

Flood relief remedies will be designed to protect roadways and properties from the 25-year, 24-hour storm to the extent practicable.

Adverse environmental effects are not anticipated. Portions of the plan will be constructed in existing disturbed ROWs. Some construction will be performed outside of the public ROWs. An environmental assessment of these areas is necessary prior to advancing design.

4.2 Environmental Benefits

4.2.1 Water Quality

The estimated total nitrogen and phosphorus reductions for the stormwater improvement Alternative 3 are presented in Section 3.3.3.1. The ponds proposed in Alternative 3 treat large contributing drainage areas, and therefore have potential to provide significant nutrient reduction.

Similarly, the on-site disposal improvement Alternative 3 will provide water quality improvements including nutrient reductions. This is discussed in more detail in Section 3.3.3.2.

4.2.2 Groundwater Recharge

The selected stormwater improvement alternative is anticipated to include wet ponds due to proximity to wetlands and anticipated high groundwater table. However, geotechnical data will be gathered through site-specific subsurface investigations to estimate the seasonal high groundwater table elevation and soil infiltration rates. If these sites are suitable for infiltration SCMs, these systems will be prioritized over non-infiltrating systems to provide groundwater recharge. Infiltration SCMs will be coupled with pre-treatment (such as vegetated filter strips or swales) to help protect the groundwater system from surface pollution and reduce clogging of the infiltration system.

4.3 Economic Benefits

The selected plans will provide pollutant removal, including nutrient removal, to benefit the ecology, hydrology, and economic value of LaBelle and surrounding waterbodies (Caloosahatchee River). The selected plan will support the infrastructure improvements necessary to attract private investment, redevelopment, and increased taxable property values within the planning area.

4.4 Water and Energy Efficiency

The stormwater improvement alternative relies on gravity for stormwater flow and does not need energy-intensive pumping systems to operate. Design and construction will be based on FDOT standard plans and specifications that require the use of quality, long-lasting construction materials and methods. A professionally certified asset management/operation and maintenance plan will be developed to provide direction on proper operation and maintenance protocols.

Additionally, a gravity sewer system is highly water and energy efficient because it relies mostly on the natural force of gravity to move wastewater, reducing the need for pumps and therefore consuming minimal energy for transport, resulting in significantly lower operational costs and a reduced environmental impact compared to systems requiring pumps at each service connection. Maintenance reduction is attributed to fewer moving parts, therefore requiring less maintenance and repairs, further reducing operational costs. Gravity service is inherently reliable flow. Gravity sewers contribute to a lower carbon footprint due to the use of gravity as its primary energy source.

4.5 Cost and Effectiveness Analysis

The stormwater improvement project will be a cost-effective use of infrastructure to achieve pollutant removal and volume attenuation. Large-scale stormwater facilities tend to be more cost-effective than small scale SCMs, since they treat and attenuate stormwater runoff from a large area with one facility. This provides economy of scale, and reduced maintenance burden.

SCMs will be selected and designed based on site-specific survey and geotechnical data, acceptability to the SFWMD under the ERP, ability to fit the site constraints, and ability to achieve the project goals of pollutant reduction, flood protection, and groundwater recharge using a treatment train approach. Recognizing that maintaining the SCMs is critical to their ability to achieve the project goals, designs that require the least amount of maintenance effort will be prioritized. SCMs likely to be applicable to the project are discussed in more detail in Section 4.6. The recommended SCMs do not require electricity, mechanical equipment, or City water to operate. Therefore, energy conservation is maximized by selecting SCMs that require a minimal amount of maintenance effort to function properly.

Similarly, conversion to public sewer with a collection system expansion will be a cost-effective use of infrastructure to achieve pollutant removal and system reliability. As discussed in Section 4.4, a gravity sewer system is highly water and energy efficient since it primarily relies on gravity rather than energy-consuming pumps.

The Cost and Effectiveness Certification is provided in Appendix E.

4.6 Stormwater Control Measures

It is anticipated that a treatment train will be needed to meet the FDEP Clean Waterways Act Stormwater Rule, which became effective June 28, 2024, at Site 9b if the spray field parcel is redeveloped. The updated stormwater rule requires the minimum stormwater treatment performance standards summarized in Table 4-1 below. The applicable performance standard is based on the project location's Hydrologic Unit Code (HUC) 12 subwatershed. The western portion of LaBelle, including Site 9, is located within a HUC 12 that contains an impaired water (the Caloosahatchee River between S-79 and S-78). Therefore, it is anticipated that for total phosphorus and nitrogen the average treatment standard will be 80% reduction. A treatment train utilizing multiple SCMs is anticipated to be needed to achieve these load reduction efficiencies. For cost estimation, the pretreatment/treatment train SCMs are assumed to be included as a minor component of the treatment system.

TABLE 4-1: TREATMENT STANDARDS

Project Scenario	Reduction Efficiency		Additional Criteria
	TP	TN	
All sites	80	55	Or post ≤ pre
OFW	90	80	Or post ≤ pre
Impaired Water	80	80	And post ≤ pre plus net improvement
Impaired + OFW	95	95	And post ≤ pre plus net improvement
Redevelopment	80	45	N/A
Redevelopment + OFW	90	60	N/A
Redevelopment + Impaired	80	45	And net improvement for the pollutant of concern

4.6.1 Pretreatment/Treatment Train

The following SCMs can be used as pretreatment systems or the first system in a treatment train prior to discharging to the proposed regional ponds. These SCMs are typically suitable for small (<1 acre) drainage areas. These SCMs could be selected to provide stormwater improvements within the City ROW or at a redevelopment site, since they typically do not require a lot of space.

- Bioswales: Bioswales are open, shallow, grass swales that channelize and convey stormwater runoff. They can be used to reduce stormwater runoff velocity and trap pollutants and trash commonly found in stormwater runoff before they can enter waterbodies or drainage conveyances. Stormwater channeled into swales often infiltrates into the ground. They can also be incorporated into the landscape as a natural feature. Due to their versatility and relatively simple construction and maintenance requirements, vegetated swales are appropriate for a wide range of settings, including residential, roadside, commercial, industrial, and institutional sites.

- Tree Boxes Filters/Tree Wells: Tree box filters or suspended pavement systems are small bioretention areas installed beneath trees that control and treat runoff. These systems treat small drainage areas with a small SCM footprint. They also improve the landscape and quality of life in urban areas, as the vegetation adds aesthetic and natural value, including shade.

- Rain Gardens: Like tree box filters, rain gardens treat stormwater through biofiltration. Rain gardens are small, depressed areas within the landscape that are typically used to treat and store runoff

from small drainage areas, such as residential roofs and driveways. They can be built into a complete street using roadway bump outs, which also provide traffic calming benefits.

- Pervious Pavement: Pervious pavement or pavers are hardscape surfaces that allow stormwater to flow through it. The benefit of pervious pavement is pollutant reduction and groundwater recharge while still providing sidewalks, parking lots, or other urban surfaces.

- Baffle Boxes: Baffle boxes are subsurface structures that treat stormwater through a series of settling chambers separated by filters or baffles. The benefits of baffle boxes are primarily pollutant reduction in a subsurface system.

- Exfiltration Trenches: Exfiltration trenches are subsurface retention systems consisting of a conduit, such as a perforated pipe, surrounded by aggregate, which temporarily stores and infiltrates stormwater runoff. Exfiltration trenches can provide runoff volume control and water quality benefits.

4.6.2 Ponds

Pond SCMs are used to treat and store large volumes of stormwater runoff. The two pond types that are anticipated to be options for LaBelle include:

- Retention/Infiltration Pond: Retention ponds are designed to permanently hold stormwater runoff, and therefore typically do not have an outlet structure. Stormwater runoff in a retention pond is either infiltrated or evaporated. Retention ponds provide high pollutant removal and can be designed to control peak discharge rates during a storm event. Given LaBelle's well-draining soils, it is anticipated that retention ponds will be suitable SCMs at some of the sites. However, adequate pretreatment is necessary, and geotechnical investigations are needed to confirm a minimum of three feet of unconsolidated soil material exists below the pond to provide adequate treatment of stormwater before it enters the aquifer.

- Wet Pond/Constructed Stormwater Wetland: Constructed wetlands can be designed to provide treatment and peak flow attenuation. They are designed to have a permanent pool of water that settles sediment and other solid pollutants, as well as remove a variety of soluble pollutants such as nitrogen. Shallow pools are also designed to support the growth of wetland plants. Given LaBelle's well-draining soils, it is anticipated that a restricting layer, such as an impermeable HDPE liner or clay layer would need to be installed at the bottom of a constructed wetland to support the shallow and permanent pools.

5. ADDITIONAL RECOMMENDATIONS

5.1 Drainage Infrastructure Inventory

The City should perform an inventory of the existing drainage infrastructure. The inventory should document the size, material, invert elevations, and condition of pipes, structures, and other BMPs. The inventory will support future stormwater assessments, as well as be used for tracking deficiencies and planning maintenance and improvements.

5.2 Asset Management / Operations and Maintenance Plan

A stormwater asset management / operations and maintenance plan will be required to be developed for the selected projects as a condition of CWSRF funding. The operations and maintenance plan should specify maintenance activities and frequencies. This plan is recommended to include City-wide assets, since observations in and around the City indicate that stormwater performance would benefit from more frequent maintenance activities.

5.3 Utility Implementation Coordination

The City may want to consider implementation of a citywide stormwater utility fee. Implementing a stormwater utility fee would provide an equitable and consistent funding source for future stormwater infrastructure planning, design, and construction, as well as operation and maintenance activities. Implementation of a stormwater utility fee provides a dedicated source of funding for the City's stormwater program, which would allow the City to have a proactive and planned program, understanding that a well-functioning stormwater management system is critical to sustainable development and growth in the City. This funding, along with efforts to plan and prioritize stormwater system improvements, would increase the level of service provided to the community, and is integral to accessing outside funding, like grants and loans, for future planning studies and designing and constructing capital stormwater projects.

6. IMPLEMENTATION

6.1 Public Meeting

A public meeting was held on xx/xx/xxxx after advertising in the Okeechobee Newspaper. Resolution xxx to approve this Stormwater Facilities Plan and submit to the FDEP passed at the meeting. A copy of Resolution xxx, the legal advertisement affidavit, certified meeting minutes, and Site Certification are provided in Appendix E.

6.2 Regulatory Agency Review

To qualify for a subsidized loan from the SRF, various government agencies must be satisfied with the way that the City of LaBelle is proposing to address their water quality and quantity challenges. Copies of the Facilities Plan adopted by the City of LaBelle are being sent to the FDEP-SRF for review and comments. The FDEP-SRF staff will distribute this Facilities Plan to State and Federal Agencies via the "State Clearing House Process" for their review and comment. An SFWMD Environmental Resource Permit (ERP) and FDEP Construction Generic Permit (CGP) coverage will be needed to implement the project. The ERP will be obtained during design and CGP coverage will be obtained before construction.

6.3 Financial Planning

The project is anticipated to be funded in conjunction with and as part of the CWSRF financing for the Stormwater Facilities Plan Recommendations. A capital financing plan (CFP) is provided in Appendix A, which describes the projected financial impact on the users of the stormwater system. The CFP identifies funding sources needed for pledge revenue to repay SRF debt service over the life of the note.

This Facilities Plan is not funded by the FDEP-SRF program; however, an RFI will be submitted for Design and Construction activity. The City intends to request design allocation from the SRF program for the xx Hearing. Fiscal sustainability requirements will be met at that time. The City intends to create a Fiscal Sustainability Plan and satisfy the fiscal sustainability requirements during the design phase of the project. The Fiscal Sustainability Plan Certification is provided in Appendix E.

6.4 Project Implementation

The City of LaBelle has the sole responsibility and authority to implement the recommended plan. The implementation schedule is estimated to follow the timeline below:

- TBD start date – Submit draft Facilities Plan to FDEP & other government agencies
- TBD start date – Submit Request for Inclusion (RFI) to FDEP (Tallahassee) for design funding
- Prepare Final Facility Planning documentation to include all comments for the State (TBD start date +2 months ±)
- Hold public meeting on the Facilities Plan and Capital Financing Plan (TBD start date +3 months ±)
- Publication of Department's environmental information document in the Florida Administrative Weekly (TBD start date +3 months ±)

- End of 30-day comment period for the environmental information document approval of planning documents (TBD start date +4 months ±)
- Submit loan application to FDEP (Tallahassee) for Design Phase (TBD start date +4 months ±)
- Resolution and council approval of FDEP loan agreements for design (TBD start date +5 months ±)
- Complete loan agreements for design phase and release contract for design (TBD start date +7 months ±)
- Project Design (TBD start date +7 months to TBD start date +18 months ±)
- Submit plans and specifications to the FDEP (Tallahassee) and submit the construction permit application to the FDEP (District Office) (TBD start date +19 months ±)
- Notice of intent to permit construction and project added to the priority list (TBD start date +20 months ±)
- Submit Request for Inclusion (RFI) for inclusion construction to FDEP's project priority list (TBD start date +20 months ±)
- Hearing for the Fundable portion of the priority list (TBD start date +21 months ±)
- Submit loan application to FDEP (Tallahassee) for construction activities (TBD start date +21 months ±)
- Resolution and council approval of FDEP loan agreements for construction (TBD start date +22 months ±)
- Complete loan agreements for construction activities (TBD start date +23 months ±)
- Advertise for bids (TBD start date +23 months ±)
- Open construction bids (TBD start date +25 months ±)
- Award contract (TBD start date +27 months ±)
- Issue a notice to proceed (NTP) to Start Phase construction (TBD start date +29 months ±)
- Complete construction of the project (TBD start date +47 months ±)
- Certify operation performance of the project and close out the project (TBD start date +50 months ±)
- Begin SRF loan repayments to FDEP (TBD start date +56 months ±)

APPENDIX A: CAPITAL FINANCING PLAN

CAPITAL FINANCING PLAN

City of LaBelle, FL
(Project Sponsor)
Julie C. Wilkins, Mayor
(Authorized Representative and Title)
LaBelle, FL 33935
(City, State, and Zip Code)

Julie C. Wilkins, Mayor, (863) 673-4529
(Capital Financing Plan Contact, Title and Telephone Number)
481 West Hickpochee Avenue
(Mailing Address)
LaBelle, FL 33935
(City, State, and Zip Code)

The Department needs to know about the financial capabilities of potential State Revolving Fund (SRF) loan applicants. Therefore, a financial capability demonstration (and certification) is required well before the evaluation of the actual loan application.

The sources of revenues being dedicated to repayment of the SRF loan are water & sewer rate revenues
(Note: Projects pledging utility operating revenues should attach a copy of the existing/proposed rate ordinance)

Estimate of Proposed SRF Loan Debt Service

Capital Cost*	**$12,644,000**
Loan Service Fee (2% of capital cost)	**$252,880**
Subtotal	**$12,896,880**
Capitalized Interest**	**$0**
Total Cost to be Amortized	**$12,896,880**
Interest Rate***	**0.68%**
Annual Debt Service	**$691,874**
Annual Debt Service Including Coverage Factor****	**$795,655**

* Capital Cost = Allowance + Construction Cost (including a 10% contingency) + Technical Services after Bid Opening.
** Estimated Capitalized Interest = Subtotal times Interest Rate times construction time in years divided by two.
***20 GO Bond Rate times Affordability Index divided by 200.
**** Coverage Factor is generally 15%. However, it may be higher if other than utility operating revenues are pledged.

SCHEDULE OF PRIOR AND PARITY LIENS

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

IDENTIFY EACH OBLIGATION

#1 Water & Sewer Revenue Bond Series 2013	#2Water & Sewer Revenue Bond Series 2002	#3Water & Sewer Revenue Bond Series 2005
Coverage % 15	Coverage % 15	Coverage % 15
Insured (Yes/No) Yes	Insured (Yes/No) Yes	Insured (Yes/No) Yes
#4 SRF Note	**#5 DW SRF - LS260370**	**#6**
Coverage % 15	Coverage % 15	Coverage %
Insured (Yes/No) Yes	Insured (Yes/No) Yes	Insured (Yes/No)

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Non-SRF Debt Service w/coverage	Total SRF Debt Service w/coverage
	#1	#2	#3	#4	#5	#6		
2022	$564,085	$139,696	$64,226	$16,544	$0		$768,007	$16,544
2023	$563,568	$139,696	$64,226	$16,544	$0		$767,489	$16,544
2024	$563,885	$139,696	$64,226	$16,544	$0		$767,807	$16,544
2025	$563,010	$139,696	$64,226	$16,544	$0		$766,932	$16,544
2026	$563,970	$139,696	$64,226	$16,544	$0		$767,892	$16,544
2027	$563,710	$139,696	$64,226	$16,544	$0		$767,632	$16,544
2028	$564,258	$139,696	$64,226	$16,544	$217,770		$768,179	$234,314
2029	$563,585	$139,696	$64,226	$16,544	$0		$767,507	$16,544
2030	$562,720	$139,696	$64,226	$8,272	$0		$766,642	$8,272
2031	$563,663	$139,696	$64,226	$0	$0		$767,584	$0
2032	$563,358	$139,696	$64,226	$0	$0		$767,279	$0
2033	$562,833	$139,696	$64,226	$0	$0		$766,754	$0
2034	$564,088	$139,696	$64,226	$0	$0		$768,009	$0
2035	$563,068	$139,696	$64,226	$0	$0		$766,989	$0
2036	$563,828	$139,696	$64,226	$0	$0		$767,749	$0
2037	$563,313	$139,696	$64,226	$0	$0		$767,234	$0
2038	$563,550	$139,696	$64,226	$0	$0		$767,472	$0
2039	$564,513	$139,696	$64,226	$0	$0		$768,434	$0
2040	$564,173	$139,696	$64,226	$0	$0		$768,094	$0

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE FOR PLEDGED REVENUE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement)

		FY2023	FY2024
(a)	Operating Revenues (Identify)		
	Water sales/fees	$2,056,000	$2,442,430
	Sewer sales/fees	$1,115,000	$1,115,000
(b)	Interest Income	$4,250	$4,250
(c)	Other Incomes or Revenues (Identify)		
	Miscellaneous revenue	$100,000	$50,000
	Capital Outlay	$800,000	$800,000
(d)	Total Revenues	**$4,075,250**	**$4,618,780**
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	$2,852,038	$3,844,063
(f)	**Net Revenues (f = d – e)**	**$1,223,216**	**$774,717**
(g)	Debt Service (including coverage) Excluding SRF Loans	$767,489	$767,807
(h)	Debt Service (including coverage) for Outstanding SRF Loans	$16,544	$16,544
(i)	**Net Revenues After Debt Service (i = f – g – h)**	**$439,183**	**($,9,316)**

Source: Annual Reports, budget files

Notes:

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE

(Begin with the fiscal year preceding first anticipated semiannual loan payment)

		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
(a)	Operating Revenues (Identify)					
	Water sales/fees	$3,663,345	$3,663,345	$3,883,146	$3,999,640	$3,999,640
	Sewer sales/fees	$2,007,000	$2,007,000	$2,127,420	$2,191,243	$2,191,243
(b)	Interest Income	$4,250	$4,250	$4,250	$4,250	$4,250
(c)	Other Incomes or Revenues (Identify)					
(d)	Total Revenues	**$5,674,595**	**$5,674,595**	**$6,014,816**	**$6,195,133**	**$6,195,133**
(e)	Operating Expenses[1]	$3,959,385	$4,078,166	$4,200,511	$4,326,527	$4,456,323
(f)	**Net Revenues (f = d - e)**	**$1,715,210**	**$1,596,429**	**$1,814,304**	**$1,868,606**	**$1,738,810**
(g)	Existing Debt Service on Non-SRF Projects (including coverage)	$766,932	$767,892	$767,632	$768,179	$767,507
(h)	Existing SRF Loan Debt Service (including coverage)	$16,544	$16,544	$16,544	$234,314	$16,544
(i)	**Total Existing Debt Service (i = g + h)**	**$783,476**	**$784,436**	**$784,176**	**$1,002,493**	**$784,051**
(j)	Projected Debt Service on Non-SRF Future Projects (including coverage)	0	0	0	0	0
(k)	Projected SRF Loan Debt Service (including coverage)	$0	$0	$691,874	$691,874	$691,874
(l)	**Total Debt Service (Existing and Projected) (l = i + j + k)**	**$783,476**	**$784,436**	**$1,476,049**	**$1,694,367**	**$1,475,924**
(m)	**Net Revenues After Debt Service (m = f – l)**	**$931,735**	**$811,993**	**$338,255**	**$174,239**	**$262,886**

Source: Budget, Annual Reports

Notes: (i.e. rate increases, explanations, etc.)

1. For existing and proposed facilities, excluding interest on debt, depreciation, and other non-cash items.

Financial projections include:
80% rate increase on WW in 2025.
50% rate increase on DW in 2025.
6% rate increase (DW&WW) in 2027.
3% rate increase (DW&WW) in 2028.

CERTIFICATION

I, Julie C. Wilkins , certify that I have reviewed the information
Chief Financial Officer (please print)

included in the preceding capital financing plan worksheets, and to the best of my knowledge, this information accurately reflects the financial capability of The City of LaBelle
Project Sponsor

I further certify that The City of LaBelle has the financial capability to ensure
Project Sponsor

adequate construction, operation, and maintenance of the system, including this SRF project.

Signature

Date

APPENDIX B: ENVIRONMENTAL ASSESSMENT DOCUMENTATION

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Florida Ecological Services Field Office
777 37th St
Suite D-101
Vero Beach, FL 32960-3559
Phone: (352) 448-9151 Fax: (772) 562-4288
Email Address: fw4flesregs@fws.gov
https://www.fws.gov/office/florida-ecological-services

In Reply Refer To: 08/26/2024 14:38:53 UTC
Project Code: 2024-0135042
Project Name: LaBelle Stormwater Facility Plan

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. **Please include your Project Code, listed at the top of this letter, in all subsequent correspondence regarding this project.** Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered

species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Marine Mammals
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Florida Ecological Services Field Office
777 37th St
Suite D-101
Vero Beach, FL 32960-3559
(352) 448-9151

PROJECT SUMMARY

Project Code: 2024-0135042
Project Name: LaBelle Stormwater Facility Plan
Project Type: Flooding
Project Description: The City of LaBelle, Florida (City) intends to take a more comprehensive approach to the City's long-term capital needs to address flooding and water quality concerns. The Facility Plan will focus on the City's existing stormwater assets and their ability to meet the normal/census-based growth of the City. This document is provided to meet the planning requirements for the Clean Water State Revolving Fund (CWSRF) program for the purpose of obtaining funding for stormwater management improvements within the City.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@26.71992735,-81.46458275048573,14z

Counties: Hendry County, Florida

ENDANGERED SPECIES ACT SPECIES

There is a total of 13 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Florida Bonneted Bat *Eumops floridanus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8630	Endangered
Florida Panther *Puma (=Felis) concolor coryi* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1763 General project design guidelines: https://ipac.ecosphere.fws.gov/project/P4DBLN3NGRDSPHARXEYDR7ROLQ/documents/generated/7123.pdf	Endangered
Puma (=mountain Lion) *Puma (=Felis) concolor (all subsp. except coryi)* Population: FL No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6049	Similarity of Appearance (Threatened)
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered
West Indian Manatee *Trichechus manatus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. ***This species is also protected by the Marine Mammal Protection Act, and may have additional consultation requirements.*** Species profile: https://ecos.fws.gov/ecp/species/4469 General project design guidelines: https://ipac.ecosphere.fws.gov/project/P4DBLN3NGRDSPHARXEYDR7ROLQ/documents/generated/7281.pdf	Threatened

BIRDS

NAME	STATUS
Crested Caracara (audubon""s) [fl Dps] *Caracara plancus audubonii* Population: FL DPS No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8250	Threatened
Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade Snail Kite *Rostrhamus sociabilis plumbeus* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/7713	Endangered
Florida Scrub-jay *Aphelocoma coerulescens* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6174	Threatened

REPTILES

NAME	STATUS
American Alligator *Alligator mississippiensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/776	Similarity of Appearance (Threatened)
Eastern Indigo Snake *Drymarchon couperi* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/646	Threatened

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

FLOWERING PLANTS

NAME	STATUS
Carter's Mustard *Warea carteri* Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/5583	Endangered

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to Bald Eagle Nesting and Sensitivity to Human Activity

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

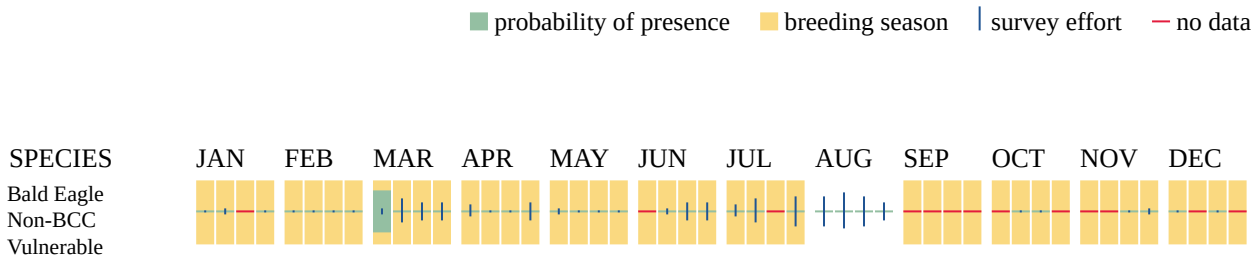
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Kestrel *Falco sparverius paulus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31
Bachman's Sparrow *Peucaea aestivalis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177	Breeds May 1 to Sep 30
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Great Blue Heron *Ardea herodias occidentalis* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/10590	Breeds Jan 1 to Dec 31
Painted Bunting *Passerina ciris* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9511	Breeds Apr 25 to Aug 15
Prairie Warbler *Setophaga discolor* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9513	Breeds May 1 to Jul 31
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Swallow-tailed Kite *Elanoides forficatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental

Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

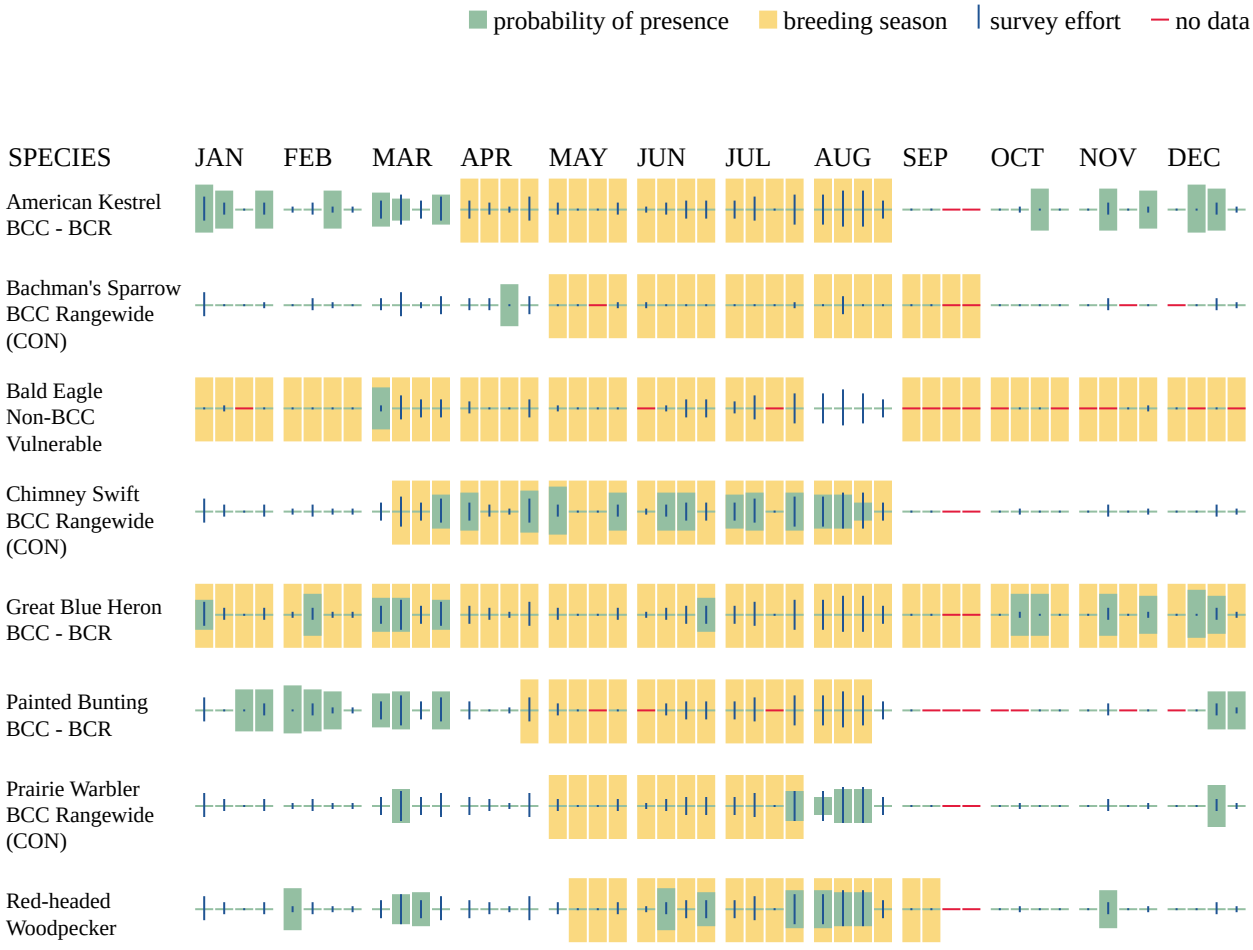
Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

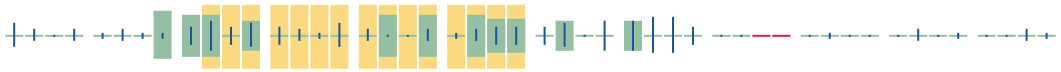
Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



BCC Rangewide (CON)

Swallow-tailed Kite BCC Rangewide (CON)



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MARINE MAMMALS

Marine mammals are protected under the Marine Mammal Protection Act. Some are also protected under the Endangered Species Act[1] and the Convention on International Trade in Endangered Species of Wild Fauna and Flora[2].

The responsibilities for the protection, conservation, and management of marine mammals are shared by the U.S. Fish and Wildlife Service [responsible for otters, walruses, polar bears, manatees, and dugongs] and NOAA Fisheries[3] [responsible for seals, sea lions, whales, dolphins, and porpoises]. Marine mammals under the responsibility of NOAA Fisheries are **not** shown on this list; for additional information on those species please visit the Marine Mammals page of the NOAA Fisheries website.

The Marine Mammal Protection Act prohibits the take of marine mammals and further coordination may be necessary for project evaluation. Please contact the U.S. Fish and Wildlife Service Field Office shown.

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1. The Endangered Species Act (ESA) of 1973.
2. The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) is a treaty to ensure that international trade in plants and animals does not threaten their survival in the wild.
3. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

NAME

West Indian Manatee *Trichechus manatus*
Species profile: https://ecos.fws.gov/ecp/species/4469

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER FORESTED/SHRUB WETLAND

- PFO4Cd
- PFO2/1Fd
- PFO1Fd
- PFO2Cd
- PFO1Cd
- PFO2Fd
- PFO1/3Cd
- PSS1/3Cd
- PFO2Ad
- PSS1Fx

FRESHWATER EMERGENT WETLAND

- PEM1Fx
- PEM1Ax
- PEM1Cx
- PEM1Cd

RIVERINE

- R2UBH
- R2ABHx
- R4SBC
- R5UBFx
- R2UBHx
- R5UBH

FRESHWATER POND

- PUBKx
- PAB4Fx
- PAB4Fd
- PUBHx
- PAB4Hx

IPAC USER CONTACT INFORMATION

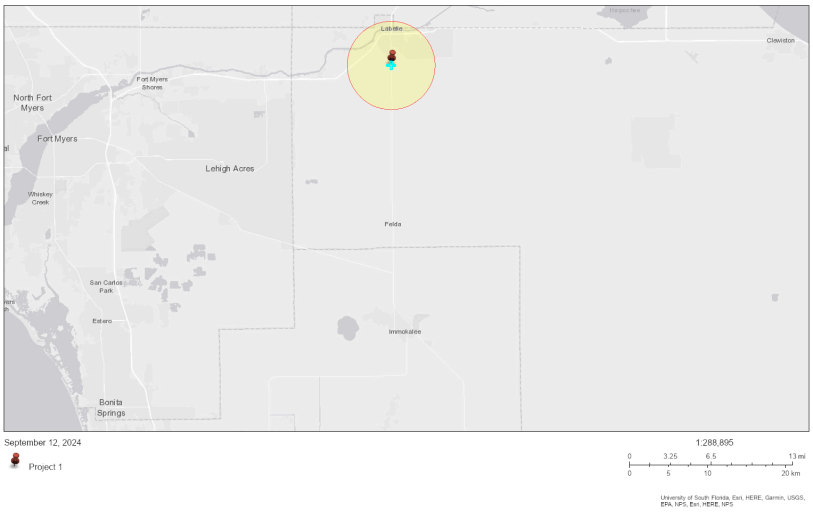
Agency: Woodard & Curran
Name: Steven Thrasher
Address: 1496 Hwy. 90
City: Chipley
State: FL
Zip: 32428
Email sthrasher@woodardcurran.com
Phone: 2075583736

EJScreen Community Report

This report provides environmental and socioeconomic information for user-defined areas, and combines that data into environmental justice and supplemental indexes.

LaBelle, FL

3.5 miles Ring Centered at 26.725557,-81.437637
Population: 13,684
Area in square miles: 38.48



LANGUAGES SPOKEN AT HOME

LANGUAGE	PERCENT
English	47%
Spanish	53%
Total Non-English	53%

COMMUNITY INFORMATION

- Low income: 56 percent
- People of color: 68 percent
- Less than high school education: 33 percent
- Limited English households: 19 percent
- Unemployment: 4 percent
- Persons with disabilities: 11 percent
- Male: 56 percent
- Female: 44 percent
- 79 years — Average life expectancy
- $25,368 — Per capita income
- Number of households: 4,295
- Owner occupied: 68 percent

BREAKDOWN BY RACE

- White: 32%
- Black: 2%
- American Indian: 0%
- Asian: 0%
- Hawaiian/Pacific Islander: 0%
- Other race: 0%
- Two or more races: 3%
- Hispanic: 63%

BREAKDOWN BY AGE

From Ages 1 to 4	9%
From Ages 1 to 18	28%
From Ages 18 and up	72%
From Ages 65 and up	13%

LIMITED ENGLISH SPEAKING BREAKDOWN

Speak Spanish	96%
Speak Other Indo-European Languages	0%
Speak Asian-Pacific Island Languages	0%
Speak Other Languages	4%

Notes: Numbers may not sum to totals due to rounding. Hispanic population can be of any race.
Source: U.S. Census Bureau, American Community Survey (ACS) 2018-2022. Life expectancy data comes from the Centers for Disease Control.

Report for 3.5 miles Ring Centered at 26.725557,-81.437637
Report produced September 12, 2024 using EJScreen Version 2.3

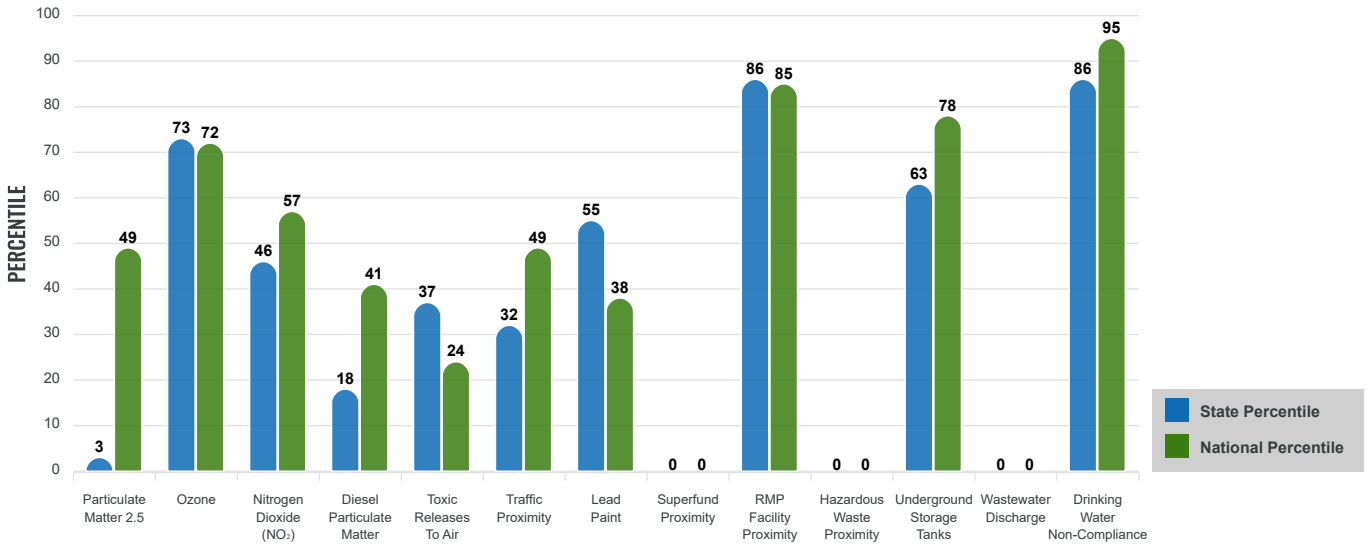
Environmental Justice & Supplemental Indexes

The environmental justice and supplemental indexes are a combination of environmental and socioeconomic information. There are thirteen EJ indexes and supplemental indexes in EJScreen reflecting the 13 environmental indicators. The indexes for a selected area are compared to those for all other locations in the state or nation. For more information and calculation details on the EJ and supplemental indexes, please visit the EJScreen website.

EJ INDEXES

The EJ indexes help users screen for potential EJ concerns. To do this, the EJ index combines data on low income and people of color populations with a single environmental indicator.

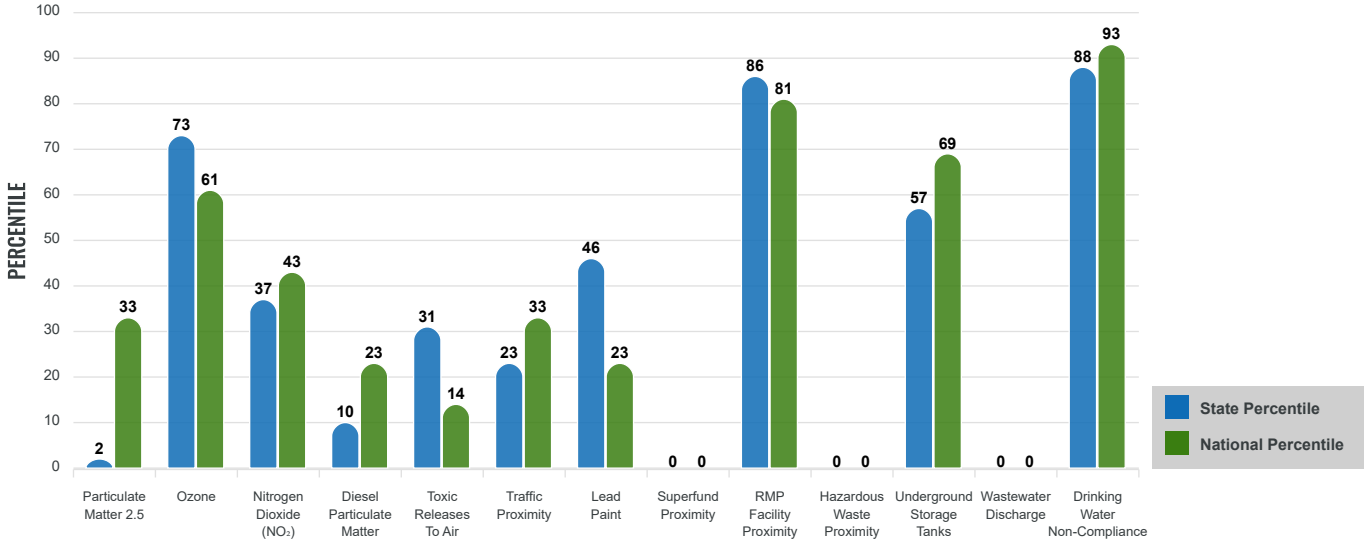
EJ INDEXES FOR THE SELECTED LOCATION



SUPPLEMENTAL INDEXES

The supplemental indexes offer a different perspective on community-level vulnerability. They combine data on percent low income, percent persons with disabilities, percent less than high school education, percent limited English speaking, and percent low life expectancy with a single environmental indicator.

SUPPLEMENTAL INDEXES FOR THE SELECTED LOCATION



Report for 3.5 miles Ring Centered at 26.725557,-81.437637

Report produced September 12, 2024 using EJScreen Version 2.3

EJScreen Environmental and Socioeconomic Indicators Data

SELECTED VARIABLES	VALUE	STATE AVERAGE	PERCENTILE IN STATE	USA AVERAGE	PERCENTILE IN USA
ENVIRONMENTAL BURDEN INDICATORS					
Particulate Matter 2.5 ($\mu g/m^3$)	7.05	8.02	1	8.45	19
Ozone (ppb)	58	58	46	61.8	37
Nitrogen Dioxide (NO_2) (ppbv)	5.2	7.7	19	7.8	25
Diesel Particulate Matter ($\mu g/m^3$)	0.0665	0.188	6	0.191	14
Toxic Releases to Air (toxicity-weighted concentration)	12	1,900	20	4,600	9
Traffic Proximity (daily traffic count/distance to road)	130,000	1,100,000	11	1,700,000	20
Lead Paint (% Pre-1960 Housing)	0.038	0.14	51	0.3	24
Superfund Proximity (site count/km distance)	0	0.21	0	0.39	0
RMP Facility Proximity (facility count/km distance)	0.56	0.42	75	0.57	66
Hazardous Waste Proximity (facility count/km distance)	0	0.96	0	3.5	0
Underground Storage Tanks (count/km^2)	1.6	6.8	44	3.6	59
Wastewater Discharge (toxicity-weighted concentration/m distance)	0	4100	0	700000	0
Drinking Water Non-Compliance (points)	3.3	2.9	78	2.2	89
SOCIOECONOMIC INDICATORS					
Demographic Index USA	2.4	N/A	N/A	1.34	86
Supplemental Demographic Index USA	2.29	N/A	N/A	1.64	84
Demographic Index State	2.51	1.54	85	N/A	N/A
Supplemental Demographic Index State	2.02	1.38	84	N/A	N/A
People of Color	68%	46%	72	40%	77
Low Income	56%	32%	86	30%	86
Unemployment Rate	4%	5%	56	6%	54
Limited English Speaking Households	19%	7%	87	5%	92
Less Than High School Education	33%	11%	95	11%	93
Under Age 5	9%	5%	86	5%	83
Over Age 64	13%	23%	33	18%	39

*Diesel particulate matter index is from the EPA's Air Toxics Data Update, which is the Agency's ongoing, comprehensive evaluation of air toxics in the United States. This effort aims to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that the air toxics data presented here provide broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. More information on the Air Toxics Data Update can be found at: https://www.epa.gov/haps/air-toxics-data-update.

Sites reporting to EPA within defined area:

Superfund	0
Hazardous Waste, Treatment, Storage, and Disposal Facilities	0
Water Dischargers	83
Air Pollution	8
Brownfields	0
Toxic Release Inventory	3

Other community features within defined area:

Schools	9
Hospitals	0
Places of Worship	8

Other environmental data:

Air Non-attainment	No
Impaired Waters	Yes

Selected location contains American Indian Reservation Lands*	No
Selected location contains a "Justice40 (CEJST)" disadvantaged community	Yes
Selected location contains an EPA IRA disadvantaged community	Yes

Report for 3.5 miles Ring Centered at 26.725557,-81.437637

Report produced September 12, 2024 using EJScreen Version 2.3

EJScreen Environmental and Socioeconomic Indicators Data

HEALTH INDICATORS

INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Low Life Expectancy	18%	19%	36	20%	35
Heart Disease	8.9	7.2	78	5.8	94
Asthma	9.3	8.7	74	10.3	24
Cancer	6.1	6.9	47	6.4	42
Persons with Disabilities	10.5%	14.1%	30	13.7%	34

CLIMATE INDICATORS

INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Flood Risk	30%	26%	72	12%	91
Wildfire Risk	84%	32%	76	14%	89

CRITICAL SERVICE GAPS

INDICATOR	VALUE	STATE AVERAGE	STATE PERCENTILE	US AVERAGE	US PERCENTILE
Broadband Internet	15%	12%	68	13%	65
Lack of Health Insurance	22%	12%	88	9%	93
Housing Burden	No	N/A	N/A	N/A	N/A
Transportation Access Burden	Yes	N/A	N/A	N/A	N/A
Food Desert	Yes	N/A	N/A	N/A	N/A

Report for 3.5 miles Ring Centered at 26.725557,-81.437637

Report produced September 12, 2024 using EJScreen Version 2.3

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Florida Ecological Services Field Office
777 37th St
Suite D-101
Vero Beach, FL 32960-3559
Phone: (352) 448-9151 Fax: (772) 562-4288
Email Address: fw4flesregs@fws.gov
https://www.fws.gov/office/florida-ecological-services

In Reply Refer To: 08/26/2024 14:56:53 UTC
Project code: 2024-0135042
Project Name: LaBelle Stormwater Facility Plan
Please provide this document to the Federal agency or their designee with your loan/grant application.

Subject: Consistency letter for the project named 'LaBelle Stormwater Facility Plan' for specified threatened and endangered species that may occur in your proposed project location, pursuant to the IPaC determination key titled 'Clearance to Proceed with Federally-Insured Loan and Grant Project Requests'.

To whom it may concern:

On August 26, 2024, Steven Thrasher used the IPaC determination key 'Clearance to Proceed with Federally-Insured Loan and Grant Project Requests'; dated August 08, 2024, in the U.S. Fish and Wildlife Service's online IPaC tool to evaluate potential impacts to listed species from a project named 'LaBelle Stormwater Facility Plan' in Hendry County, Florida (shown below):

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@26.71992735,-81.46458275048573,14z

The following description was provided for the project 'LaBelle Stormwater Facility Plan':

> The City of LaBelle, Florida (City) intends to take a more comprehensive approach to the City's long-term capital needs to address flooding and water quality concerns. The Facility Plan will focus on the City's existing stormwater assets and their ability to meet the normal/census-based growth of the City. This document is provided to meet the planning requirements for the Clean Water State Revolving Fund (CWSRF) program for the purpose of obtaining funding for stormwater management improvements within the City.

Based on your answers provided, the proposed project is unlikely to have any detrimental effects to federally-listed species or critical habitat. Therefore, per this guidance, Steven Thrasher has determined that LaBelle Stormwater Facility Plan will have No Effect on the species listed below.

This letter serves as documentation of your consideration of endangered species, bald eagles, and migratory birds. No further coordination with the Service is necessary.

Please be advised that, if later modifications are made to the project that do not meet the criteria described above, if additional information involving potential effects to listed species becomes available, or if a new species is listed, reinitiation of consultation may be necessary.

BIRDS

- Crested Caracara (audubon""s) [fl Dps] *Caracara plancus audubonii* Threatened
- Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* Threatened
- Everglade Snail Kite *Rostrhamus sociabilis plumbeus* Endangered
- Florida Scrub-jay *Aphelocoma coerulescens* Threatened

FLOWERING PLANTS

- Carter's Mustard *Warea carteri* Endangered

INSECTS

- Monarch Butterfly *Danaus plexippus* Candidate

MAMMALS

- Florida Bonneted Bat *Eumops floridanus* Endangered
- Florida Panther *Puma (=Felis) concolor coryi* Endangered
- Puma (=mountain Lion) *Puma (=Felis) concolor (all subsp. except coryi)* Similarity of Appearance (Threatened)
- Tricolored Bat *Perimyotis subflavus* Proposed Endangered
- West Indian Manatee *Trichechus manatus* Threatened

REPTILES

- American Alligator *Alligator mississippiensis* Similarity of Appearance (Threatened)
- Eastern Indigo Snake *Drymarchon couperi* Threatened

ADDITIONAL CONSIDERATIONS FOR NON-FEDERALLY LISTED SPECIES

- **Bald Eagle Nest Issues.** If any of the above-referenced activities (rehabilitation, demolition, or rebuilding) are proposed to occur **within 660 feet** of an active or alternate bald eagle (*Haliaeetus leucocephalus*) nest during the nesting season (October 1 through May 15), we recommend the applicant or their designated agent coordinate with the agency responsible for managing wildlife in their state. For additional information, please visit the Service's regional web page: https://www.fws.gov/service/3-200-71-eagle-take-associated-not-purpose-activity-incidental-take.
- **Migratory Bird Issues.** If any native birds are using the structures for nesting then actions should be taken so as not to disturb the adults, nests, eggs, or chicks as this could lead to a potential violation of the Migratory Bird Treaty Act. If nests are present or any birds are using the structures regularly for roosting purposes, we recommend the applicant or their designated agent coordinate with the appropriate Service's Field Office and visit the Service's Migratory Bird Program website at https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds for recommendations on how impacts can be avoided and minimized.

Steven Thrasher answered the determination key questions for this project as follows:

1. Does the project intersect Monroe County, FL?

   Automatically answered
   No

2. Does the project include federal grant funding, a federally-insured loan, or a federal loan transfer?

   Yes, the project includes a federally-insured loan or federal grant funding.

3. Does the project involve a federal loan transfer, where the original lending or mortgage institutions for existing projects are no longer holding the loan and the property is being transferred via a federally-backed loan?

   No

4. Is the entire site currently developed/hard-surfaced (i.e., the site consists entirely of existing roads, sidewalks, buildings, driveways, etc., and does not contain any undeveloped and/or vegetated areas)?

   No, the site contains some undeveloped and/or vegetated areas.

5. Does the project site overlap designated or proposed critical habitat for any federally listed species?

   Automatically answered
   No

6. Will the project action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

   No

7. Will completion of this project require clearing or land disturbance of previously **undeveloped** habitat (*e.g.*, native habitat, agricultural areas, pasture, etc.) **beyond the original footprint of the existing project**?

   Note: Examples of land disturbance may include, but is not limited to: grading, vegetation removal, excavation, etc.

   *No, this project will **not** require clearing of any undeveloped habitat.*

8. Is the federally-insured loan or federal grant funding being used for demolition, rehabilitation, renovation, and/or rebuilding of one or more existing facilities (*e.g.*, residential, commercial and industrial sites, or utilities)?

   Yes, the project includes Federal funding for work on existing facilities.

9. Does your project involve structures that are being used by any federally endangered or threatened species (*e.g.*, roosting bonneted bats, denning indigo snakes, etc.) or are there known reports of species using the site?

   *No, the site and/or structure(s) are **not** being used by any federally listed species.*

Attachments:

- Project questionnaire
- Determination key description: Clearance to Proceed with Federally-Insured Loan and Grant Project Requests
- U.S. Fish & Wildlife Service contact list

PROJECT INFORMATIONAL QUESTIONNAIRE

As part of completing the determination key, Steven Thrasher provided the following information about their project:

1. Which types of structures this funding will address:

   Stormwater Infrastructure

2. Please describe the activity you will be conducting:

   The City of LaBelle, Florida (City) intends to take a more comprehensive approach to the City's long-term capital needs to address flooding and water quality concerns. The Stormwater Facility Plan will focus on the City's existing stormwater assets and their ability to meet the normal/census-based growth of the City. This document is provided to meet the planning requirements for the Clean Water State Revolving Fund (CWSRF) program for the purpose of obtaining funding for stormwater management improvements within the City.

3. How many square feet of facilities will be affected by this project?

   0

4. Are there bald eagles within 660 feet of the site, or migratory birds or bats using structures on the site?

   None of the above

5. Please describe the loan/grant program you are using

   Florida FDEP Clean Water SRF

6. Which Federal Agency is the lead agency providing the funding?

   U.S. Environmental Protection Agency (EPA)

7. Which types of activities you will be conducting:

   Infrastructure

DETERMINATION KEY DESCRIPTION: CLEARANCE TO PROCEED WITH FEDERALLY-INSURED LOAN AND GRANT PROJECT REQUESTS

This key was last updated in IPaC on August 08, 2024. Keys are subject to periodic revision.

This determination key is for all Federally-insured loans, loan transfers, or grant project requests that may be completed without requiring additional clearing of undisturbed habitat beyond the original footprint of the existing project. Projects may include demolition, rehabilitation, renovations, and/or rebuilding of existing structures (*e.g.*, commercial buildings, multi-family housing, single-family housing), and various utility and infrastructure projects such as water and wastewater treatment facilities, sewer or power line repair, telecommunications upgrades , etc. For the purposes of this key, Federal loan transfers are those transfers where the original lending or mortgage institutions for existing projects are no longer holding the loans, and the properties are being transferred via federally-backed loans.

The U.S. Fish and Wildlife Service is the lead Federal agency charged with the protection and conservation of Federal Trust Resources, such as threatened and endangered species and migratory birds, in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act) (87 Stat. 884; 16 U.S.C. 1531 et seq.), the Bald and Golden Eagle Protection Act, (16 U.S.C. 668-668d) (Eagle Act), and the Migratory Bird Treaty Act (40 Stat. 755; 16 U.S.C. 701 et seq.).

Recently, many Federal agencies have activated programs that have resulted in an increased consumer demand to initiate projects through federally-backed loans and grants, all of which require those same Federal agencies to comply with Section 7 of the Act. Consequently, we have experienced an increase in the number of requests for review of these government-backed loan and grant projects. These include, but are not limited to:

1. U.S. Department of Housing and Urban Development’s (HUD) Neighborhood Stabilization and Community Development Block Grant programs;

2. U.S. Department of Energy’s (DOE) Energy Efficiency and Renewable Energy program;

3. U.S. Department of Agriculture’s (USDA) Housing Assistance and Rural Development Loan and Grant Assistance programs;

4. U.S. Federal Aviation Administration (FAA) regulatory airport and runway modifications;

5. U.S. Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Assistance program;

6. U.S. Environmental Protection Agency’s (EPA) Clean Water State Revolving Fund; and

7. U.S. Department of Commerce's (DOC) National Telecommunications and Information Administration Broadband Grant programs.

In order to fulfill the Act's statutory obligations in a timely and consistent manner, and to assist Federal agencies, State and local governments, and consultants in addressing Section 7 and National Environmental Policy Act (NEPA) environmental impact review requirements, we provide the following guidance and clearance relative to the criteria stated below for Federally-insured loan and grant project requests.

This guidance is based on the signed letters:
U.S. Fish and Wildlife Service Clearance to Proceed with Federally-Insured Loan and Grant Project Requests in Florida.
U.S. Fish and Wildlife Service Clearance to Proceed with Federally-Insured Loan and Grant Project Requests in Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee.

IPAC USER CONTACT INFORMATION

Agency: Woodard & Curran
Name: Steven Thrasher
Address: 1496 Hwy. 90
City: Chipley
State: FL
Zip: 32428
Email sthrasher@woodardcurran.com
Phone: 2075583736

APPENDIX C: LIFE CYCLE COST ANALYSES

LAND ACQUISITION COST ESTIMATE

OPERATION & MAINTENANCE COST ESTIMATE

HUD ESTIMATED USEFUL LIFE REFERENCE

STORMWATER ALTERNATIVE LIFE CYCLE COST ESTIMATES

ON-SITE DISPOSAL ALTERNATIVE LIFE CYCLE COST ESTIMATES

Parcel Summary

Parcel ID	2 29 43 01 010 0019-001.0
Prop ID	30552
Location Address	FT THOMPSON AVE LABELLE, FL 33935
Neighborhood/Area	SINGLE FAMILY NE (200100.00)
Subdivision	CITY OF LABELLE
Brief Legal Description*	LA BELLE BLK 19 (Note: *The Description above is not to be used on legal documents.)
Property Use Code	VACANT RESIDENTIAL (0000)
Sec/Twp/Rng	01-43-29
Tax District	City of LaBelle (District 2)
Millage Rate	21.4241
Acreage	2.490
Homestead	N

View Map

Internal Info

Market Area 20

Owner Information

RIDER LYNDA S TR
4501 SPRINGVIEW CIR
LABELLE, FL 33935

Valuation

	2024 Preliminary Values	2023 Certified Values	2022 Certified Values
Just Market Value	$157,164	$157,164	$157,164
Land Value	$157,164	$157,164	$157,164
Agricultural (Market) Value	$0	$0	$0
Agricultural Classified Value	$0	$0	$0
Improvement Value	$0	$0	$0
Non School Assessed Value	$99,612	$90,556	$82,324
School Assessed Value	$157,164	$157,164	$157,164
Exempt Value	$0	$0	$0
Non School Taxable Value	$99,612	$90,556	$82,324
School Taxable Value	$157,164	$157,164	$157,164
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$57,552	$66,608	$74,840

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2024 TRIM Notice (PDF)

2023 Property Record Cards

2023 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
0002	VACANT RESIDENTIA LABELL	2.49	108464	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
4/8/2020	$100	IC	0975/0189	Unqualified (U)	Vacant	RIDER LYNDA S TR	**None**
4/8/2020	$100	IC	0975/0187	Unqualified (U)	Vacant	RIDER LYNDA S TR	**None**

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	
2/29/1996	$100	WD	0533/1421	Qualified (Q)	Vacant	RIDER LYNDA S	**None**
12/18/1995	$100	WD	0531/1115	Qualified (Q)	Vacant	MORRIS LORAE S	**None**
12/11/1995	$100	WD	0531/1118	Qualified (Q)	Vacant	SMALL ROBERT DALE	**None**
12/8/1995	$100	WD	0531/1113	Qualified (Q)	Vacant	SMALL DENNIS G ANN	**None**
12/5/1995	$100	WD	0531/1110	Qualified (Q)	Vacant	SMALL DENNIS G PER REP OF THE	**None**
12/5/1995	$0	MS	0531/1107	Qualified (Q)	Vacant	SMALL LUCILLE EST - PER REP RE	**None**
12/5/1995	$0	MS	0531/0458	Qualified (Q)	Vacant	SMALL LUCILLE EST - PER REP RE	**None**
10/3/1993	$0	DC	0502/0413	Qualified (Q)	Vacant	SMALL LUCILLE EST +	**None**
10/1/1993	$0	MS	CA09/3080	Qualified (Q)	Vacant	**None**	**None**
10/1/1967	$1,500		0107/0010	Qualified (Q)	Vacant	**None**	RIDER LYNDA S TR

Official Public Records information is provided by the Hendry County Clerk's Office. Clicking on the Book/Page links above will direct you to their web site displaying the document details for this specific transaction.

No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Photos, Sketches.

This information was derived from data which was compiled by the Hendry County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 9/2/2024, 11:22:30 PM

Contact Us

Developed by Schneider GEOSPATIAL

Parcel Summary

Parcel ID	2 28 43 24 A00 0001.0000
Prop ID	30415
Location Address	W SR 80 LABELLE, FL 33935
Neighborhood/Area	LA BELLE ACREAGE (201529.00)
Subdivision	
Brief Legal Description*	LABELLE ALL S ST RD EXC E 1312.59 FT ANNEXATION ORD 2006-32 414.73 AC (Note: *The Description above is not to be used on legal documents.)
Property Use Code	PASTURE (6100)
Sec/Twp/Rng	24-43-28
Tax District	City of LaBelle (District 2)
Millage Rate	21.4241
Acreage	414.730
Homestead	N

View Map

Internal Info

Market Area 20

Owner Information

TIPPEN BAY PROPERTIES LLLP
THE BRYAN W PAUL FAMILY LIMITED PARTNERSHIP,
PO BOX 2357
LABELLE, FL 33975

$4,273,545 for 414.73 acres
Pond footprint = 12.5 acres
Therefore, acquisition = $150,000 +/-

Valuation

	2024 Preliminary Values	2023 Certified Values	2022 Certified Values
Just Market Value	$4,273,545	$4,273,545	$4,273,545
Land Value	$202,170	$202,170	$202,170
Agricultural (Market) Value	$4,071,375	$4,071,375	$4,071,375
Agricultural Classified Value	$91,724	$276,137	$276,137
Improvement Value	$0	$0	$0
Non School Assessed Value	$271,116	$439,221	$424,395
School Assessed Value	$293,894	$478,307	$478,307
Exempt Value	$0	$0	$0
Non School Taxable Value	$271,116	$439,221	$424,395
School Taxable Value	$293,894	$478,307	$478,307
Save Our Homes Deferred	$0	$0	$0
Non Save Our Homes Deferred	$22,778	$39,086	$53,912

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Trim Notices

2024 TRIM Notice (PDF)

2023 Property Record Cards

2023 Property Record Card (PDF)

Tax Collector

Link to Tax Collector

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
0000	VACANT RESIDENTIAL	18.66	812829.6	0	0	
6000	ROAD & CANAL	14.87	647737.2	0	0	
6100	PI-/Improved Pasture	125.49	5466344.4	0	0	
6100	PI-/Improved Pasture	247.39	10776308.4	0	0	
9600	WASTE LAND	8.32	362419.2	0	0	

Sales

Sales Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
5/24/2016	$4,755,600	WD	0907/0157	Unqualified (U)	Improved	**Multiple Sellers**	TIPPEN BAY PROPERTIES LLLP
6/28/2010	$0	CR	0820/1833	Unqualified (U)	Vacant	THE BRYAN W PAUL FAM LMTD PT+J	**Multiple Buyers**
4/20/2010	$0	WD	0817/1157	Unqualified (U)	Vacant	THE BRYAN W PAUL FAMILY LIMITE	**None**
3/8/2010	$11,313,000	IC	0815/1150	Unqualified (U)	Vacant	BOB PAUL INC (71.37% INT)	**None**
11/15/2007	$100	CR	0778/1157	Qualified (Q)	Vacant	SOUTH FLORIDA WATER MANAGEMENT	**None**
9/14/2007	$4,060,000	QC	0774/0743	Qualified (Q)	Vacant	FL WATER MANAGEMENT DIST	**None**
10/6/2000	$70,521,700	SW	0605/1149	Qualified (Q)	Vacant	BERRY JACK M INC	**None**

Official Public Records information is provided by the Hendry County Clerk's Office. Clicking on the Book/Page links above will direct you to their web site displaying the document details for this specific transaction.

No data available for the following modules: Building Information, Sub Area, Extra Features, Permits, Photos, Sketches.

This information was derived from data which was compiled by the Hendry County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation.
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Woodard & Curran

Stormwater Control Measure O&M - Alternative 2
Stormwater Master Plan
City of LaBelle, FL

1551 North Westshore Boulevard | Suite 420
Tampa, Florida 33607
800.426.4262

Stormwater Improvements Alternative 2

Section A - Reoccurring Labor and Equipment O&M Costs

SCM Type	Number of Municipal Systems Planned	Activity	Frequency	Annual Multiplier	Labor Duration: Supervisor Hours $40.00	Labor Duration: Operator Hours $24.00	Labor Duration: Laborer Hours $17.00	Labor Duration: Total Hours Per Year	Annual Cost	Labor Support: Vehicles and Mechanical Equipment (V&ME, see hourly rates below table)	Labor Support: V&ME Hrs.	Labor Support: Annualized Cost	Total Cost by SCM Type
Retention Basin	4	Debris Removal	Twice per Year	2			1	2	$34	Dump Truck, Jet/Vac Truck	1	$736	
		Plant Maintenance/Mowing	Quarterly	4			1	4	$68	Pickup Truck, Saws, Weedwhacker	1	$144	
		Inspection	Twice per Year	2	1			2	$80	Pickup Truck	1	$62	
		Repairs and/or Infiltration Restoration	Every Tenth Year	0.1		8	8	1.6	$33	Rototiller, Dump-truck, Backhoe	8	$186	
		Subtotal per System			2.0	0.8	6.8	9.6	$215		11.0	$1,128	$1,343
		Total			8.0	3.2	27.2	**38.4**	**$859**		**44.0**	**$4,514**	**$5,373**
Wet Pond & Flood Storage	7	Debris Removal	Twice per Year	2			1	2	$34	Dump Truck, Jet/Vac Truck	1	$736	
		Inspection	Twice per Year	2	1			2	$80	Pickup Truck	1	$62	
		Repairs	Every Tenth Year	0.1		8	8	1.6	$33	Dump-truck, Backhoe	8	$182	
		Subtotal per System			2.0	0.8	2.8	5.6	$147		10.0	$980	$1,127
		Total			14	5.6	19.6	**39.2**	**$1,028**		**70.0**	**$6,863**	**$7,890**
Grass Swale Sites	6	Debris Removal	Twice per Year	2		2	4	12	$232	Dump Truck, Jet/Vac Truck	4	$2,944	
		Plant Maintenance/Mowing	Quarterly	4			1	4	$68	Pickup Truck, Dump-truck	1	$124	
		Inspection	Twice per Year	2	1			2	$80	Pickup Truck	1	$62	
		Subtotal per System			2.0	4.0	12.0	18.0	$380		6.0	$3,130	$3,510
		Total			12	24	72	**108**	**$2,280**		**36.0**	**$18,780**	**$21,060**
Baffle Box	1	Debris Removal	Twice per Year	2		2	4	12	$232	DumpTruck, Jet/Vac Truck	4	$2,944	
		Inspection	Twice per Year	2	1				$80	Pickup Truck	1	$62	
		Repairs	Every Tenth Year	0.1		8	8	1.6	$33	Dump Truck, Jet/Vac Truck	8	$294	
		Subtotal per System			2.0	4.8	8.8	13.6	$345		13.0	$3,300	$3,645
		Total			2	4.8	8.8	**15.6**	**$345**		**13.0**	**$3,300**	**$3,645**
Total SCMs	18											**Section A Sum**	**$37,968**
												Section A Sum Rounded	**$38,000**

Section B - Reoccurring Fees and Bills

Category	Annual Cost
Waste (e.g., sediment) Disposal Cost	**$1,000**

Total Cost

Annual Subtotal (Section A and B Sums)	$39,000

Section A Reference - Vehicles and Mechanical Equipment Rates

V&ME	Unit Cost (per Hour)
Pickup Truck	$31.00
Rototiller	$5.00
Trailer	$5.00
Mower	$5.00
Weedwhacker	$5.00
Saws	$5.00
Jet/Vac Truck, CCTV Rig	$260.00
Dump-truck	$108.00
Backhoe	$120.00
Bobcat	$43.00

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Stormwater Improvements Alternative 3

Section A - Reoccurring Labor and Equipment O&M Costs

SCM Type	Number of Municipal Systems Planned	Activity	Frequency	Annual Multiplier	Labor Duration: Supervisor Hours $40.00	Labor Duration: Operator Hours $24.00	Labor Duration: Laborer Hours $17.00	Labor Duration: Total Hours Per Year	Annual Cost	Labor Support: Vehicles and Mechanical Equipment (V&ME, see hourly rates below table)	Labor Support: V&ME Hrs.	Labor Support: Annualized Cost	Total Cost by SCM Type
Wet Pond & Flood Storage	3	Debris Removal	Twice per Year	2			10	20	$340	Dump Truck, Jet/Vac Truck	10	$7,360	
		Inspection	Twice per Year	2	2			4	$160	Pickup Truck	2	$124	
		Repairs	Every Tenth Year	0.1		8	12	2	$40	Dump-truck, Backhoe	12	$274	
		Subtotal per System			4.0	0.8	21.2	26	$540		24.0	$7,758	$8,297
		Total			12	2.4	63.6	**78**	**$1,619**		**72.0**	**$23,273**	**$24,892**
Grass Swale Sites	2	Debris Removal	Twice per Year	2		2	4	12	$232	Dump Truck, Jet/Vac Truck	4	$2,944	
		Plant Maintenance/Mowing	Quarterly	4			1	4	$68	Pickup Truck, Dump-truck	1	$124	
		Inspection	Twice per Year	2	1			2	$80	Pickup Truck	1	$62	
		Subtotal per System			2.0	4.0	12.0	18.0	$380		6.0	$3,130	$3,510
		Total			4	8	24	**36**	**$760**		**12.0**	**$6,260**	**$7,020**
Total SCMs	5											**Section A Sum**	**$31,912**
												Section A Sum Rounded	**$32,000**

Section B - Reoccurring Fees and Bills

Category	Annual Cost
Waste (e.g., sediment) Disposal Cost	**$1,000**

Total Cost

Annual Subtotal (Section A and B Sums)	$33,000

Section A Reference - Vehicles and Mechanical Equipment Rates

V&ME	Unit Cost (per Hour)
Pickup Truck	$31.00
Rototiller	$5.00
Trailer	$5.00
Mower	$5.00
Weedwhacker	$5.00
Saws	$5.00
Jet/Vac Truck, CCTV Rig	$260.00
Dump-truck	$108.00
Backhoe	$120.00
Bobcat	$43.00

CNA e-Tool
Estimated Useful Life Table

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Numbering by ASTM 2018-08 Outline								
	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
3					**System Description and Observations**			
	3.1				**Overall General Description**			
	3.2				**Site Systems**			Need Category
		3.2.1			**Topography**			
		3.2.2			**Storm Water Drainage**			Need Item
			3.2.2.1		Catch basins, inlets, culverts	50	50	All items not color coded
			3.2.2.2		Marine or stormwater bulkhead	35	35	are "Component Type"
			3.2.2.3		Earthwork, swales, drainways, erosion controls	50	50	names.
			3.2.2.4		Storm drain lines	50	50	
			3.2.2.5		Stormwater mgmt ponds	50	50	
			3.2.2.6		Fountains, pond aerators	15	15	
		3.2.3			**Access and Egress**			Need Item
			3.2.3.1		Security gate - lift arm	10	10	
			3.2.3.2		Security gate - rolling gate	15	15	
		3.2.4			**Paving, Curbing and Parking**			Need Item
			3.2.4.1		Asphalt Pavement	25	25	
			3.2.4.2		Asphalt Seal Coat	5	5	
			3.2.4.3		Concrete Pavement	50	50	
			3.2.4.4		Curbing, Asphalt	25	25	
			3.2.4.5		Curbing, Concrete	50	50	
			3.2.4.6		Parking, Gravel Surfaced	15	15	
			3.2.4.7		Permeable Paving Systems (brick, concrete pavers)	30	30	
			3.2.4.8		Striping and Marking	15	15	
			3.2.4.9		Signage, Roadway / Parking	15	15	

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	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
			3.2.4.10		Carports, wood frame	30	30	
			3.2.4.11		Carports, metal frame	40	40	
		3.2.5			**Flatwork (walks, plazas, terraces, patios)**			Need Item
			3.2.5.1		Asphalt	25	25	
			3.2.5.2		Concrete	50	50	
			3.2.5.3		Gravel	15	15	
			3.2.5.4		Permeable Paving (brick, concrete pavers)	30	30	
		3.2.6			**Landscaping and Appurtenances**			Need Item
			3.2.6.1		Fencing, chain-link	40	40	
			3.2.6.2		Fencing, wood picket	15	20	
			3.2.6.3		Fencing, wood board (=>1"x 6")	20	25	
			3.2.6.4		Fencing, wrought Iron	60	60	
			3.2.6.5		Fencing, steel or aluminum	20	25	
			3.2.6.6		Fencing, concrete Masonry unit (CMU)	30	30	
			3.2.6.7		Fencing, PVC	15	20	
			3.2.6.8		Signage, Entrance/Monument	25	25	
			3.2.6.9		Mail Kiosk	15	20	
			3.2.6.10		Retaining Walls, heavy block (50-80 lb)	60	60	
			3.2.6.11		Retaining Walls, reinforced concrete masonry unit (CMU)	40	40	
			3.2.6.12		Retaining Walls, treated timber	25	25	
			3.2.6.13		Storage sheds	30	30	
		3.2.7			**Recreational Facilities**			Need Item
			3.2.7.1		Sport Court- asphalt	25	25	
			3.2.7.2		Sport Court- synthetic	15	20	

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Numbering by ASTM 2018-08 Outline

	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
			3.2.7.3		Sport Court-hardwood	50	50	
			3.2.7.4		Tot Lot (playground equipment)	10	15	
			3.2.7.5		Tot Lot- lose ground cover	3	5	
			3.2.7.6		Pool Deck	15	15	
			3.2.7.7		Pool/Spa Plastic Liner	8	8	
			3.2.7.8		Pool/Spa pumps and equipment	10	10	
			3.2.7.9		Decks-treated lumber	20	20	
			3.2.7.10		Decks-composite	50	50	
		3.2.8			**Site Utilities**			
			3.2.8.1		**Site Utilities-Water**			Need Item
				3.2.8.1.1	Water Mains/Valves	50	50	
				3.2.8.1.2	Water Tower	50	50	
				3.2.8.1.3	Irrigation System	25	25	
			3.2.8.2		**Site Utilities-Electric**			Need Item
				3.2.8.2.1	Electric distribution center	40	40	
				3.2.8.2.2	Electric distribution lines	40	40	
				3.2.8.2.3	Transformer	30	30	
				3.2.8.2.4	Emergency Generator	25	25	
				3.2.8.2.5	Solar Photovoltaic panels	15	15	
				3.2.8.2.6	Photovoltaic Inverters	10	10	
				3.2.8.2.7	Pole mounted lights	25	25	
				3.2.8.2.8	Ground lighting	10	10	
				3.2.8.2.9	Building Mounted Lighting	10	10	
				3.2.8.2.10	Building Mounted High Intensity Discharge (HID) Lighting	10	20	

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	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
			3.2.8.3		**Site Utilities-Gas**			Need Item
				3.2.8.3.1	Gas Main	40	40	
				3.2.8.3.2	Gas Supply Lines	40	40	
				3.2.8.3.3	Site Propane, Storage & Distribution	35	35	
				3.2.8.3.4	Gas lights/fire pits	20	20	
			3.2.8.4		**Site Utilities-Sewer**			Need Item
				3.2.8.4.1	Sanitary Sewer lines	50	50	
				3.2.8.4.2	Sanitary waste treatment system	40	40	
				3.2.8.4.3	Lift Station	50	50	
			3.2.8.5		**Site Utilities-Trash**			Need Item
				3.2.8.5.1	Dumpsters	15	15	
				3.2.8.5.2	Compactors (exterior, commercial grade)	20	20	
				3.2.8.5.3	Recycling containers/equipment	15	15	
				3.2.8.5.4	Composting, organic recycling equipment	10	10	
	3.3				**Building Frame & Envelope**			Need Category
		3.3.1			**Foundation**			Need Item
			3.3.1.1		Slab, reinforced concrete	100	100	
			3.3.1.2		Slab, post tensioned	100	100	
			3.3.1.3		Continuous reinforced concrete footer and CMU stem wall	100	100	
			3.3.1.4		Piers, reinforced concrete footer and CMU pier	100	100	
			3.3.1.5		Piers, treated timber post/pole	40	40	
			3.3.1.6		Foundation Waterproofing	40	40	
			3.3.1.7		Foundation suction, drainage, groundwater, radon gas controls, pumps, sumps, equip. failure alarms	10	10	

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	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
		3.3.2			**Building Frame**			
			3.3.2.1		**Framing System, Floors & Walls**			Need Item
				3.3.2.1.1	Wood, timbers, dimensioned lumber, laminated beams, trusses	100	100	
				3.3.2.1.2	Tie downs, clips, braces, straps, hangers, shear walls/panels	75	75	
				3.3.2.1.3	Steel, beams, trusses	100	100	
				3.3.2.1.4	Reinforced concrete	100	100	
				3.3.2.1.5	Reinforced masonry, concrete masonry units (CMUs)	100	100	
				3.3.2.1.6	Solid Masonry (obsolete)	100	100	
			3.3.2.2		**Crawl Spaces, Envelope Penetrations**			Need Item
				3.3.2.2.1	Sealed crawl space system	40	40	
				3.3.2.2.2	Vents, screens, covers	30	30	
				3.3.2.2.3	Vapor Barrier (VDR) ground or underfloor	30	30	
				3.3.2.2.4	Penetrations, caulking/sealing	15	15	
				3.3.2.2.5	Crawl space, (de)pressurization, fans, pumps, sumps, equipment failure alarms	10	10	
			3.3.2.3		**Roof Frame & Sheathing**			Need Item
				3.3.2.3.1	Wood frame and board or plywood sheathing	75	75	
				3.3.2.3.2	Tie downs, clips, braces, straps, hangers	75	75	
				3.3.2.3.3	Steel frame and sheet metal or insulated panel sheathing	100	100	
				3.3.2.3.4	Reinforced concrete deck	100	100	
			3.3.2.4		**Flashing & Moisture Protection**			Need Item
				3.3.2.4.1	Caulking and Sealing	15	15	
				3.3.2.4.2	Concrete/Masonry Sealants	10	10	
				3.3.2.4.3	Wood waterproofing and sealants	10	10	

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	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
				3.3.2.4.4	Building wraps & moisture resistant barriers	50	50	
				3.3.2.4.5	Paints and stains, exterior	8	8	
			3.3.2.5		**Attics & Eaves**			Need Item
				3.3.2.5.1	Screened gable end or soffit Vents	30	30	
				3.3.2.5.2	Roof vents, passive	40	40	
				3.3.2.5.3	Roof Vents, powered	20	20	
			3.2.2.6		**Insulation**			Need Item
				3.3.2.6.1	Loose fill, fiber glass, cellulose, mineral wool	50	50	
				3.3.2.6.2	Batts, blankets, rolls, fiber glass or mineral wool	60	60	
				3.3.2.6.3	Rigid foam board	60	60	
				3.3.2.6.4	Sprayed foam	60	60	
			3.3.2.7		**Exterior Stairs, Rails, Balconies/Porches, Canopies**			Need Item
				3.3.2.7.1	Exterior Stairs, wood frame/stringer	30	30	
				3.3.2.7.2	Exterior Stair Tread-wood	15	15	
				3.3.2.7.3	Exterior Stairs-steel frame/stringer	40	40	
				3.3.2.7.4	Exterior Stair Tread-metal, concrete filled	20	20	
				3.3.2.7.5	Exterior Stairs, Concrete	50	50	
				3.3.2.7.6	Fire escapes, metal	50	50	
				3.3.2.7.7	Balcony/Porch, wood frame	25	25	
				3.3.2.7.8	Balcony/Porch, steel frame or concrete	40	40	
				3.3.2.7.9	Balcony/Porch, wood decking	20	20	
				3.3.2.7.10	Balcony/Porch, composite decking	50	50	
				3.3.2.7.11	Railings, wood	20	20	
				3.3.2.7.12	Railings, metal	50	50	

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	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
				3.3.2.7.13	Railings, composite	50	50	
				3.3.2.7.14	Canopy, Concrete	50	50	
				3.3.2.7.15	Canopy, Wood/Metal	40	40	
			3.3.2.8		**Exterior Doors & Entry Systems**			Need Item
				3.3.2.8.1	Unit Entry Door, Exterior, solid wood/metal clad	25	30	
				3.3.2.8.2	Common Exterior Door, aluminum and glass	30	30	
				3.3.2.8.3	Common Exterior Door, solid wood /metal clad	25	25	
				3.3.2.8.4	Storm/Screen Doors	5	10	
				3.3.2.8.5	Sliding Glass Doors	25	30	
				3.3.2.8.6	French or Atrium Doors, wood/metal clad	25	30	
				3.3.2.8.7	Automatic Entry Doors	30	30	
				3.3.2.8.8	Commercial Entry Systems	50	50	
				3.3.2.8.9	Overhead Door	30	30	
				3.3.2.8.10	Automatic Opener, overhead door	20	20	
		3.3.3			**Façades or Curtainwall**			
			3.3.3.1		**Sidewall System**			Need Item
				3.3.3.1.1	Aluminum Siding	40	40	
				3.3.3.1.2	Vinyl Siding	25	25	
				3.3.3.1.3	Cement Board Siding	45	45	
				3.3.3.1.4	Plywood/Laminated Panels	20	20	
				3.3.3.1.5	Exterior Insulation Finishing System (EIFS)	30	30	
				3.3.3.1.6	Stucco, over wire mesh/lath	50	50	
				3.3.3.1.7	Metal/Glass Curtain Wall	40	40	
				3.3.3.1.8	Precast Concrete Panel (tilt-up)	60	60	

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	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
				3.3.3.1.9	Brick/block veneer	60	60	
				3.3.3.1.10	Stone Veneer	50	50	
				3.3.3.1.11	Glass Block	50	50	
				3.3.3.1.12	Cedar/Redwood shakes, clapboard	50	50	
				3.3.3.1.13	Pine board, clapboard	50	50	
			3.3.3.2		**Windows**			Need Item
				3.3.3.2.1	Wood, (dbl, sgl hung, casement, awning, sliders)	35	45	
				3.3.3.2.2	Wood, fixed pane, picture	40	45	
				3.3.3.2.3	Aluminum	35	40	
				3.3.3.2.4	Vinyl	30	30	
				3.3.3.2.5	Vinyl/Alum Clad Wood	50	50	
				3.3.3.2.6	Storm/Screen Windows	7	15	
		3.3.4			**Roofing and Roof Drainage**			
			3.3.4.1		**Sloped Roofs**			Need Item
				3.3.4.1.1	Asphalt Shingle	20	20	
				3.3.4.1.2	Metal	50	50	
				3.3.4.1.3	Slate shingle	75	75	
				3.3.4.1.4	Clay/cementitious barrel tile	60	60	
				3.3.4.1.5	Wood Shingle, Cedar Shakes/Shingles	25	25	
			3.3.4.2		**Low Slope/Flat Roofs**			Need Item
				3.3.4.2.1	Low slope-Built-up Roof, with gravel finish	20	20	
				3.3.4.2.2	Low slope-Built-up Roof, no mineral or gravel finish	10	10	
				3.3.4.2.3	Low slope-Adhered rubber membrane, (EPDM)	15	15	
				3.3.4.2.4	Low slope-Thermoplastic membrane, (TPO, vinyl)	15	15	

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				3.3.4.2.5	Low slope-Rubberized/elastomeric white/cool roof	15	15	
			3.3.4.3		**Roof Drainage, Trim & Accessories**			Need Item
				3.3.4.3.1	Gutters/Downspouts, aluminum	20	20	
				3.3.4.3.2	Gutters/Downspouts, copper	50	50	
				3.3.4.3.3	Low slope-roof drains, scuppers	30	30	
				3.3.4.3.4	Soffits, Wood, Vinyl, Metal	20	20	
				3.3.4.3.5	Fascia, Wood, Vinyl	20	20	
				3.3.4.3.6	Roof Hatch	30	30	
				3.3.4.3.7	Service Door	30	30	
				3.3.4.3.8	Roof Skylight	30	30	
	3.4				**Mech.-Elect.-Plumbing**			Need Category
		3.4.1			**Plumbing**			
			3.4.1.1		**Water Supply and Waste Piping**			Need Item
				3.4.1.1.1	PVC/CPVC pipe, supply and waste	75	75	
				3.4.1.1.2	Copper/brass hard pipe, supply	75	75	
				3.4.1.1.3	Copper Tube, supply	50	50	
				3.4.1.1.4	Galvanized pipe, supply	40	40	
				3.4.1.1.5	Cast iron sanitary waste	75	75	
				3.4.1.1.6	Domestic Cold Water Pumps	20	20	
				3.4.1.1.7	Sewage Ejectors	50	50	
				3.4.1.1.8	Commercial Sump Pump	20	20	
				3.4.1.1.9	Residential Sump Pump	15	15	
				3.4.1.1.10	Water Softener/Filtration	15	15	
			3.4.1.2		**Domestic Water Heating**			Need Item

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				3.4.1.2.1	DHW circulating pumps	15	15	
				3.4.1.2.2	DHW storage tanks	15	15	
				3.4.1.2.3	Exchanger, in tank or boiler	15	15	
				3.4.1.2.4	External tankless heater, gas or electric	20	20	
				3.4.1.2.5	Solar hot water	20	20	
				3.4.1.2.6	Residential hot water heater, gas or electric	12	15	
				3.4.1.2.7	Flue, gas water heaters	35	35	
				3.4.1.2.8	Boilers, Oil Fired, Sectional	25	25	
				3.4.1.2.9	Boilers, Gas Fired, Sectional	25	25	
				3.4.1.2.10	Boilers, Oil/ Gas/ Dual Fuel, Low MBH	30	30	
				3.4.1.2.11	Boilers, Oil/ Gas/ Dual Fuel, High MBH	40	40	
				3.4.1.2.12	Boilers, Gas Fired Atmospheric	25	25	
				3.4.1.2.13	Boilers, Electric	20	20	
				3.4.1.2.14	Boiler Blowdown and Water Treatment	25	25	
				3.4.1.2.15	Boiler Room Pipe Insulation	25	25	
				3.4.1.2.16	Boiler Room Piping	50	50	
				3.4.1.2.17	Boiler Room Valves	25	25	
				3.4.1.2.18	Boiler Temperature Controls	15	15	
				3.4.1.2.19	Heat Exchanger	35	35	
			3.4.1.3		**Fixtures**			Need Item
				3.4.1.3.1	Faucets & valves	15	20	
				3.4.1.3.2	Bath tubs & sinks, cast iron	75	75	
				3.4.1.3.3	Bubs tubs & sinks, enameled or stainless steel, fiberglass	40	40	
				3.4.1.3.4	Bath tubs & sinks, porcelain	50	50	

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				3.4.1.3.5	Toilets/bidets/urinals	40	40	
				3.4.1.3.6	Flush valves	10	15	
				3.4.1.3.7	Tub/shower units or integrated assemblies	30	30	
		3.4.2			**Centralized HVAC Systems**			
			3.4.2.1		**Centralized Heating/Cooling Equipment**			Need Item
				3.4.2.1.1	Boilers, Oil Fired, Sectional - Centralized	25	25	
				3.4.2.1.2	Boilers, Gas Fired, Sectional - Centralized	25	25	
				3.4.2.1.3	Boilers, Oil/ Gas/ Dual Fuel, Low MBH - Centralized	30	30	
				3.4.2.1.4	Boilers, Oil/ Gas/ Dual Fuel, High MBH - Centralized	40	40	
				3.4.2.1.5	Boilers, Gas Fired Atmospheric - Centralized	25	25	
				3.4.2.1.6	Boilers, Electric - Centralized	20	20	
				3.4.2.1.7	Boiler Blowdown and Water Treatment - Centralized	25	25	
				3.4.2.1.8	Boiler Room Pipe Insulation - Centralized	25	25	
				3.4.2.1.9	Boiler Room Piping - Centralized	50	50	
				3.4.2.1.10	Boiler Room Valves - Centralized	25	25	
				3.4.2.1.11	Boiler Temperature Controls - Centralized	15	15	
				3.4.2.1.12	Heat Exchanger - Centralized	35	35	
				3.4.2.1.13	Combustion Air, Duct with Fixed Louvers	30	30	
				3.4.2.1.14	Combustion Air, Motor Louvers and Duct	25	25	
				3.4.2.1.15	Combustion Waste Flue	40	40	
				3.4.2.1.16	Cooling tower	25	25	
				3.4.2.1.17	Chilling plant	20	20	
				3.4.2.1.18	Steam supply station	50	50	
				3.4.2.1.19	Free standing chimney	50	50	

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			3.4.2.2		**Centralized Heat/Air/Fuel Distribution**			Need Item
				3.4.2.2.1	Fuel oil/propane storage tanks	40	40	
				3.4.2.2.2	Remediate/remove abandoned tanks/fuel lines	100	100	
				3.4.2.2.3	Fuel transfer system	25	25	
				3.4.2.2.4	Gas/oil distribution lines	50	50	
				3.4.2.2.5	Gas meter	40	40	
				3.4.2.2.6	2 pipe/4 pipe hydronic distribution-above grade	50	50	
				3.4.2.2.7	2 pipe/4 pipe hydronic distribution-in ground	25	25	
				3.4.2.2.8	Hydronic/Water Circulating Pumps	20	20	
				3.4.2.2.9	Hydronic/Water Controller	20	20	
				3.4.2.2.10	Radiation-steam/hydronic (baseboard or freestanding radiator)	50	50	
				3.4.2.2.11	Fan Coil Unit, Hydronic	30	30	
				3.4.2.2.12	Central exhaust fans/blowers	20	20	
		3.4.3			**Decentralized and Split HVAC Systems**			
			3.4.3.1		**Dwelling/Common Area HVAC Equipment**			Need Item
				3.4.3.1.1	Electric heat pump, condenser, pad or rooftop	15	15	
				3.4.3.1.2	Electric AC condenser, pad or rooftop	15	15	
				3.4.3.1.3	Electric furnace/air handler	20	20	
				3.4.3.1.4	Gas furnace/air handler	20	20	
				3.4.3.1.5	Hydronic heat/electric AC air handler	25	25	
				3.4.3.1.6	Hydronic feed electric heat pump/air handler	25	25	
				3.4.3.1.7	Wall mounted electric/gas heater	25	25	
				3.4.3.1.8	Electric baseboard heater	30	30	
				3.4.3.1.9	PTAC Thruwall (packaged terminal air conditioning)	15	15	

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				3.4.3.1.10	Window or thru-wall air conditioners	10	10	
				3.4.3.1.11	Package HVAC roof top	15	15	
				3.4.3.1.12	Air filtration/humidity control devices (humidifiers, HRV's)	20	20	
				3.4.3.1.13	Duct, rigid sheet metal, insulated if not in conditioned space	35	35	
				3.4.3.1.14	Duct, flexible, insulated	20	20	
				3.4.3.1.15	Duct, sealing-mastic or UL 181A or 181B tape.	20	20	
				3.4.3.1.16	Diffusers, registers	20	20	
				3.4.3.1.17	Fireplace, masonry & firebrick, masonry chimney	75	75	
				3.4.3.1.18	Fireplace, factory assembled	35	35	
				3.4.3.1.19	Fireplace insert, stove	50	50	
				3.4.3.1.20	Chimneys, metal, and chimney covers	35	35	
			3.4.3.2		**HVAC Controls**			Need Item
				3.4.3.2.1	Dwelling/common area thermostat	15	20	
				3.4.3.2.2	Heat sensors	15	15	
				3.4.3.2.3	Outdoor temperature sensor	10	10	
		3.4.4			**Electrical**			
			3.4.4.1		**Electric Service & Metering**			Need Item
				3.4.4.1.1	Building service panel	50	50	
				3.4.4.1.2	Building meter	40	40	
				3.4.4.1.3	Tenant meters, meter panel	40	40	
			3.4.4.2		**Electrical Distribution**			Need Item
				3.4.4.2.1	Tenant electrical panel	50	50	
				3.4.4.2.2	Unit/building wiring	50	50	
			3.4.4.3		**Electric Lighting & Fixtures**			Need Item

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				3.4.4.3.1	Switches & outlets	35	35	
				3.4.4.3.2	Lighting - exterior entry	15	20	
				3.4.4.3.3	Lighting- interior common space	25	30	
				3.4.4.3.4	Lighting - Tenant Spaces	20	25	
				3.4.4.3.5	Door bells, chimes	20	25	
			3.4.4.4		**Telecommunications Equipment**			Need Item
				3.4.4.4.1	Satellite dishes/antennae	20	20	
				3.4.4.4.2	Telecom panels & controls	20	20	
				3.4.4.4.3	Telecom cabling & outlets	20	20	
	3.5				**Vertical Transportation**			Need Category
		3.5.1			**Elevators/Escalators**			Need Item
			3.5.1.1		Electrical switchgear	50	50	
			3.5.1.2		Electrical wiring	30	30	
			3.5.1.3		Elevator controller, call, dispatch, emergency	10	20	
			3.5.1.4		Elevator cab, interior finish	10	20	
			3.5.1.5		Elevator cab, frame	35	50	
			3.5.1.6		Elevator, machinery	20	30	
			3.5.1.7		Elevator, shaftway doors	10	20	
			3.5.1.8		Elevator, shaftway hoist rails, cables, traveling	20	25	
			3.5.1.9		Elevator, shaftway hydraulic piston and leveling	20	25	
			3.5.1.10		Escalators	50	50	
	3.6				**Life Safety/Fire Protection**			Need Category
		3.6.1			**Sprinklers and Standpipes**			Need Item
			3.6.1.1		Building fire suppression sprinklers, standpipes	50	50	

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			3.6.1.2		Fire pumps	20	20	
			3.6.1.3		Fire hose stations	50	50	
			3.6.1.4		Fire extinguishers	10	15	
		3.6.2			**Alarm, Security & Emergency Systems**			Need Item
			3.6.2.1		Tenant space alarm systems	10	15	
			3.6.2.2		Residential smoke detectors	5	7	
			3.6.2.3		Call station	10	15	
			3.6.2.4		Emergency/auxiliary generator	25	25	
			3.6.2.5		Emergency/auxiliary fuel storage tank	25	25	
			3.6.2.6		Emergency lights, illuminated signs	5	10	
			3.6.2.7		Smoke and fire detection system, central panel	15	15	
			3.6.2.8		Buzzer/intercom, central panel	20	20	
			3.6.2.9		Tenant buzzer / intercom /secured entry system	20	20	
		3.6.3			**Other Systems**			Need Item
			3.6.3.1		Pneumatic Lines and Controls	30	30	
			3.6.3.2		Auto-securing doors/entries/lock down	30	30	
	3.7				**Interior Elements**			
		3.7.1			**Interiors-Common Areas**			Need Category
			3.7.1.1		**Finished walls, ceilings, floors**			Need Item
				3.7.1.1.1	Drywall - Common	35	40	
				3.7.1.1.2	Plaster - Common	50	50	
				3.7.1.1.3	Paints, stains, clear finishes, interior - Common	15	20	
				3.7.1.1.4	Wallpapers - Common	15	20	
				3.7.1.1.5	Wall tile, ceramic, glass, natural stone - Common	35	50	

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This table lists the recommended average useful life of the categories of assets that should be considered in a Capital Needs Assessment. If an observed item is not listed, it should be assigned to the most closely related category. The Standard EUL for a component type is fixed. The user may estimate the Remaining Useful Life of any existing component independent of the Standard EUL by entering the assessed RUL in the appropriate space on the Components tab of the Excel Assessment Tool and by justifying the assessed RUL in the adjacent comment box. When identifying an alternative to an existing component the user may specify an EUL for the alternative which differs from the Standard EUL for that component type but must enter an explanation in the Notes space on the Alternatives tab of the Tool. Each specific component assessed is given a free-form description by the needs assessor and this description is the "component ID" or component name which may be more specific than the "Component Type", e.g (a particular kind, size, etc of refrigerator, not just any refrigerator.)

Numbering by ASTM 2018-08 Outline

	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
				3.7.1.1.6	Floor tile, ceramic, natural stone - Common	40	50	
				3.7.1.1.7	Concrete/Masonry/Terrazzo - Common	75	75	
				3.7.1.1.8	Hardwood floor (3/4" strip or parquet) - Common	50	50	
				3.7.1.1.9	Wood floor, laminated/veneered - Common	20	25	
				3.7.1.1.10	Resilient tile or sheet floor (vinyl, linoleum) - Common	15	20	
				3.7.1.1.11	Carpet - Common	6	10	
				3.7.1.1.12	Acoustic tile/drop ceiling - Common	15	20	
			3.7.1.2		**Millwork (doors, trim, cabinets, tops)**			Need Item
				3.7.1.2.1	Interior, hollow core doors - Common	20	25	
				3.7.1.2.2	Interior doors, solid core, wood, metal clad, fire rated	30	35	
				3.7.1.2.3	Door trim - Common	20	30	
				3.7.1.2.4	Wall trim (base, chair rail, crown moldings) - Common	30	35	
				3.7.1.2.5	Passage & lock sets - Common	15	20	
				3.7.1.2.6	Bifold & sliding doors - Common	15	20	
				3.7.1.2.7	Cabinets & vanities - Common	20	25	
				3.7.1.2.8	Tops, granite, natural stone, engineered stone - Common	50	50	
				3.7.1.2.9	Tops, solid surface, stainless steel - Common	40	50	
				3.7.1.2.10	Tops, plastic laminates, wood - Common	15	25	
				3.7.1.2.11	Vanity tops, cultured marble, molded acrylic, fiber glass - Common	25	35	
			3.7.1.3		**Appliances**			Need Item
				3.7.1.3.1	Refrigerator/freezer - Common	15	15	
				3.7.1.3.2	Range, cook top, wall oven - Common	20	25	
				3.7.1.3.3	Range hood - Common	20	25	
				3.7.1.3.4	Microwave - Common	10	10	

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Numbering by ASTM 2018-08 Outline								
	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
				3.7.1.3.5	Disposal (food waste) - Common	7	10	
				3.7.1.3.6	Compactors (interior, residential grade) - Common	7	10	
				3.7.1.3.7	Dishwasher - Common	10	15	
				3.7.1.3.8	Clothes washer/dryer - Common	10	15	
			3.7.1.4		**Specialties**			Need Item
				3.7.1.4.1	Interior Mail Facility	20	25	
				3.7.1.4.2	Common area bath accessories (towel bars, grab bars, toilet stalls, etc.)	7	12	
				3.7.1.4.3	Mirrors & medicine cabinets - Common	20	25	
				3.7.1.4.4	Closet/storage specialties, shelving - Common	20	25	
				3.7.1.4.5	Common area interior stairs	50	50	
				3.7.1.4.6	Common area railings	15	25	
				3.7.1.4.7	Bath/kitchen vent/exhaust fans - Common	15	15	
				3.7.1.4.8	Ceiling fans - Common	15	15	
				3.7.1.4.9	Window treatments, drapery rods, shades, blinds, etc. - Common	15	25	
				3.7.1.4.10	Indoor recreation and fitness equipment	10	15	
				3.7.1.4.11	Entertainment centers, theatre projection and seating	15	25	
		3.7.2			**Interiors-Dwelling Units**			Need Category
			3.7.2.1		**Finished walls, ceilings, floors**			Need Item
				3.7.2.1.1	Drywall	35	40	
				3.7.2.1.2	Plaster	50	50	
				3.7.2.1.3	Paints, stains, clear finishes, interior	10	15	
				3.7.2.1.4	Wallpapers	10	15	
				3.7.2.1.5	Wall tile, ceramic, glass, natural stone	30	40	
				3.7.2.1.6	Floor tile, ceramic, natural stone	40	50	

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	System Description	Overall General Description	Component	Sub-Component	Component Description	Family	Elderly	3 tiers of categorization: Need Category, Need Item, Component Type
				3.7.2.1.7	Concrete/Masonry/Terrazzo	75	75	
				3.7.2.1.8	Hardwood floor (3/4" strip or parquet)	50	50	
				3.7.2.1.9	Wood floor, laminated/veneered	15	20	
				3.7.2.1.10	Resilient tile or sheet floor (vinyl, linoleum)	15	20	
				3.7.2.1.11	Carpet	6	10	
				3.7.2.1.12	Acoustic tile/drop ceiling	15	20	
			3.7.2.2		**Millwork (doors, trim, cabinets, tops)**			Need Item
				3.7.2.2.1	Interior, hollow core doors	20	25	
				3.7.2.2.2	Interior doors, solid core, wood, metal clad	30	35	
				3.7.2.2.3	Door trim	20	30	
				3.7.2.2.4	Wall trim (base, chair rail, crown moldings)	25	35	
				3.7.2.2.5	Passage & lock sets	12	20	
				3.7.2.2.6	Bifold & sliding doors	12	20	
				3.7.2.2.7	Cabinets & vanities	20	25	
				3.7.2.2.8	Tops, granite, natural stone, engineered stone	50	50	
				3.7.2.2.9	Tops, solid surface, stainless steel	40	50	
				3.7.2.2.10	Tops, plastic laminates, wood	15	25	
				3.7.2.2.11	Vanity tops, cultured marble, molded acrylic, fiber glass	25	35	
			3.7.2.3		**Appliances**			Need Item
				3.7.2.3.1	Refrigerator/freezer	12	15	
				3.7.2.3.2	Range, cook top, wall oven	15	25	
				3.7.2.3.3	Range hood	15	25	
				3.7.2.3.4	Microwave	10	10	
				3.7.2.3.5	Disposal (food waste)	7	10	

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				3.7.2.3.6	Compactors (interior, residential grade)	7	10	
				3.7.2.3.7	Dishwasher	10	15	
				3.7.2.3.8	Clothes washer/dryer	10	15	
			3.7.2.4		**Specialties**			Need Item
				3.7.2.4.1	Bath accessories (towel bars, grab bars, etc.)	7	12	
				3.7.2.4.2	Mirrors & medicine cabinets	15	25	
				3.7.2.4.3	Closet/storage specialties, shelving	15	25	
				3.7.2.4.4	Interior stairs	50	50	
				3.7.2.4.5	Stair and loft railings	20	25	
				3.7.2.4.6	Bath/kitchen vent/exhaust fans	15	15	
				3.7.2.4.7	Ceiling fans	10	15	
				3.7.2.4.8	Window treatments, drapery rods, shades, blinds, etc.	10	20	
4					**Additional Considerations**			Need Category
	4.1				**Environmental Items (not elsewhere defined)**			Need Item
		4.1.1			Environmental remediation alarms	5	5	
		4.1.2			Environmental remediation pumps & equipment	5	5	
		4.1.3			Mold-treat-remediate	100	100	
		4.1.4			Pest Control/Integrated Pest Management Plan	1	1	
	4.2				**Lead based paint (LBP), asbestos**			Need Item
		4.2.1			LBP inspection	100	100	
		4.2.2			**Lead based paint abatement**			
			4.2.2.1		LBP encapsulation (abatement)	20	20	
			4.2.2.2		LBP removal	100	100	
		4.2.3			**Lead based paint interim controls**			

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			4.2.3.1		LBP hazard interim control	6	6	
			4.2.3.2		LBP Encapsulation (interim control)	6	6	
		4.2.4			**Asbestos**			
			4.2.4.1		Asbestos encapsulation (abatement)	10	10	
			4.2.4.2		Asbestos Removal	100	100	
	4.3				**Commercial Tenant Improvements**			Need Item
		4.3.1			Owner provided item(s) (specify)	5	5	
		4.3.2			Owner provided $ allowance (specify)	5	5	

1551 North Westshore Boulevard | Suite 420
Tampa, Florida 33607
800.426.4262

Hypothetical Stormwater Alternative 1 (No Action) LCCA

Flooding (loss or damage to one home per year)	$500,000
Erosion repair to roads and sidewalks	$200,000
Sedimentation removal from yards and low areas	$100,000
Development ad valorum tax loss	$200,000
Loss of jobs	$200,000
Total	**$1,200,000**
Rate	1.35%
Term (years)	20.0
PV LCCA	**-$20,911,000**

LIFE CYCLE COST ANALYSES - LABELLE STORMWATER FACILITY PLAN - STORMWATER ALTERNATIVE 2														(+)	(-)	exp. (-), income (+)	
	Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Eqp.Total	Eqp.Rent.Tot	Tot.UnitCost	TotalCost		Expected Life (HUD)	Years Remain	Salvage Value (S) (+) / Replacement Cost ($) (-)	Annual O&M	Life Cycle Cost	
Site 1																	Rate
	Silt sock - erosion barrier	900	LNFT	$2,673	$4,410	$0	$0	$0	$8	$7,082		20	0	$0		-$7,082.00	1.35%
	Clear & Grub Site	1	LS	$2,188	$436	$0	$1,975	$0	$4,598	$4,598		20	0	$0		-$4,598.00	Term
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	20	CUYD	$56	$14	$0	$103	$0	$9	$173		20	0	$0		-$173.00	20
	Excavate Stormwater Pond	190	CUYD	$1,685	$232	$0	$3,578	$0	$29	$5,495		20	0	$0		-$5,495.00	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	220	CUYD	$0	$0	$1,347	$0	$0	$6	$1,347		20	0	$0		-$1,347.00	
	Tipping Fee for Excavated Material Disposal	220	CUYD	$0	$0	$599	$0	$0	$3	$599		20	0	$0		-$599.00	
	Grading of Pond Area	1	LS	$677	$174	$0	$546	$0	$1,397	$1,397		20	0	$0		-$1,397.00	
	Excavate 4' deep trench for bio swale	370	LNFT	$6,515	$416	$0	$3,106	$0	$27	$10,038		20	0	$0		-$10,038.00	
	Crushed Stone for bio swale	13	CUYD	$204	$542	$0	$49	$0	$61	$795		20	0	$0		-$795.00	
	Bioretention soil for bio swale	70	CUYD	$1,464	$1,510	$0	$352	$0	$48	$3,326		20	0	$0		-$3,326.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	112	CUYD	$605	$59	$0	$249	$0	$8	$912		20	0	$0		-$912.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Native fill w/compaction	87	CUYD	$1,274	$88	$0	$322	$0	$19	$1,683		20	0	$0		-$1,683.00	
	Imported pipe bedding @ trench	9	CUYD	$109	$324	$0	$27	$0	$54	$461		20	0	$0		-$461.00	
	Spread Topsoil from Stockpile	20	CUYD	$291	$112	$0	$160	$0	$28	$562		20	0	$0		-$562.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Pull box	110	LNFT	$0	$400	$0	$0	$0	$4	$400		20	0	$0		-$400.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Grass along pipe route	465	SQFT	$26	$5	$0	$0	$0	$0	$31		20	0	$0		-$31.00	
	Grass at bio swale	5550	SQFT	$308	$60	$0	$0	$0	$0	$368		20	0	$0		-$368.00	
	Riprap Apron @ Pipe Inlet	9	CUYD	$188	$807	$0	$45	$0	$116	$1,040		15	-5	-$1,272		-$2,012.56	
	Geotextile for Riprap Apron	200	SQFT	$148	$73	$0	$0	$0	$1	$222		15	-5	-$271		-$429.60	
	Hydroseeding w/fertilizer and mulch	170	SQYD	$0	$0	$486	$0	$0	$3	$486		20	0	$0		-$486.00	
	8" perforated HDPE pipe	370	LNFT	$2,198	$4,028	$0	$604	$0	$18	$6,830		50	30	$4,098		-$3,696.02	
	2' diameter precast manhole (swale overflow)	4	VLF	$1,321	$1,789	$0	$630	$0	$935	$3,739		50	30	$2,243		-$2,023.34	
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59	
	Oldcastle Baffle Box	1	EACH	$10,566	$88,463	$0	$5,037	$0	$104,066	$104,066		50	30	$62,440		-$56,314.72	
	Grated cover for swale overflow struct.	1	EACH	$377	$1,252	$0	$180	$0	$1,809	$1,809		50	30	$1,085		-$978.93	
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	24" standard pipe	60	LNFT	$3,522	$5,308	$0	$1,679	$0	$175	$10,509		50	30	$6,305		-$5,686.88	
	30" standard pipe	50	LNFT	$3,302	$6,124	$0	$1,574	$0	$220	$11,000		50	30	$6,600		-$5,952.59	
*** Total Site 1**				**$42,777**	**$122,356**	**$2,432**	**$21,685**	**$0**		**$189,248**						**-$122,411**	
Site 2																	
	Silt sock - erosion barrier	1540	LNFT	$4,573	$7,545	$0	$0	$0	$8	$12,118		20	0	$0		-$12,118.00	
	Clear & Grub Site	1	LS	$2,188	$436	$0	$1,975	$0	$4,598	$4,598		20	0	$0		-$4,598.00	
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	12	CUYD	$34	$8	$0	$62	$0	$9	$104		20	0	$0		-$104.00	
	Excavate Stormwater Pond	130	CUYD	$1,153	$159	$0	$2,448	$0	$29	$3,760		20	0	$0		-$3,760.00	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	150	CUYD	$0	$0	$919	$0	$0	$6	$919		20	0	$0		-$919.00	
	Tipping Fee for Excavated Material Disposal	150	CUYD	$0	$0	$408	$0	$0	$3	$408		20	0	$0		-$408.00	
	Grading of Pond Area	1	LS	$677	$174	$0	$546	$0	$1,397	$1,397		20	0	$0		-$1,397.00	
	Excavate 4' deep trench for bio swale	700	LNFT	$12,326	$788	$0	$5,877	$0	$27	$18,991		20	0	$0		-$18,991.00	
	Crushed Stone for bio swale	25	CUYD	$392	$1,043	$0	$94	$0	$61	$1,529		20	0	$0		-$1,529.00	
	Bioretention soil for bio swale	125	CUYD	$2,614	$2,697	$0	$629	$0	$48	$5,940		20	0	$0		-$5,940.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	83	CUYD	$449	$43	$0	$184	$0	$8	$677		20	0	$0		-$677.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Native fill w/compaction	64	CUYD	$936	$64	$0	$236	$0	$19	$1,236		20	0	$0		-$1,236.00	
	Imported pipe bedding @ trench	6	CUYD	$81	$241	$0	$20	$0	$54	$342		20	0	$0		-$342.00	
	Spread Topsoil from Stockpile	12	CUYD	$174	$67	$0	$96	$0	$28	$337		20	0	$0		-$337.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Pull box	80	LNFT	$0	$291	$0	$0	$0	$4	$291		20	0	$0		-$291.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Grass along pipe route	345	SQFT	$19	$4	$0	$0	$0	$0	$23		20	0	$0		-$23.00	
	Grass at bio swale	10500	SQFT	$583	$114	$0	$0	$0	$0	$697		20	0	$0		-$697.00	
	Hydroseeding w/fertilizer and mulch	100	SQYD	$0	$0	$286	$0	$0	$3	$286		20	0	$0		-$286.00	
	8" perforated HDPE pipe	700	LNFT	$4,158	$7,621	$0	$1,143	$0	$18	$12,922		50	30	$7,753		-$6,992.67	
	2' diameter precast manhole (swale overflow)	4	VLF	$1,321	$1,789	$0	$630	$0	$935	$3,739		50	30	$2,243		-$2,023.34	
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59	
	Grated cover for swale overflow struct.	1	EACH	$377	$1,252	$0	$180	$0	$1,809	$1,809		50	30	$1,085		-$978.93	

LIFE CYCLE COST ANALYSES - LABELLE STORMWATER FACILITY PLAN - STORMWATER ALTERNATIVE 2														(+)	(-)	exp. (-), income (+)	
	Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Eqp.Total	Eqp.Rent.Tot	Tot.UnitCost	TotalCost		Expected Life (HUD)	Years Remain	Salvage Value (S) (+) / Replacement Cost ($) (-)	Annual O&M	Life Cycle Cost	
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	24" standard pipe	30	LNFT	$1,761	$2,654	$0	$840	$0	$175	$5,254		50	30	$3,152		-$2,843.17	
	30" standard pipe	50	LNFT	$3,302	$6,124	$0	$1,574	$0	$220	$11,000		50	30	$6,600		-$5,952.59	
*** Total Site 2**				**$40,199**	**$38,844**	**$1,613**	**$18,003**	**$0**		**$98,657**						**-$78,007**	
Site 3																	
	Silt sock - erosion barrier	5950	LNFT	$17,669	$29,152	$0	$0	$0	$8	$46,821		20	0	$0		-$46,821.00	
	Clear & Grub Site	1	LS	$4,376	$871	$0	$3,949	$0	$9,196	$9,196		20	0	$0		-$9,196.00	
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	130	CUYD	$365	$92	$0	$666	$0	$9	$1,123		20	0	$0		-$1,123.00	
	Excavate Stormwater Pond	1300	CUYD	$5,763	$793	$0	$12,241	$0	$14	$18,798		20	0	$0		-$18,798.00	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	1500	CUYD	$0	$0	$9,187	$0	$0	$6	$9,187		20	0	$0		-$9,187.00	
	Tipping Fee for Excavated Material Disposal	1500	CUYD	$0	$0	$4,083	$0	$0	$3	$4,083		20	0	$0		-$4,083.00	
	Grading of Pond Area	1	LS	$1,355	$348	$0	$1,092	$0	$2,795	$2,795		20	0	$0		-$2,795.00	
	Excavate 4' deep trench for bio swale	2750	LNFT	$48,425	$3,094	$0	$23,087	$0	$27	$74,606		20	0	$0		-$74,606.00	
	Crushed Stone for bio swale	96	CUYD	$1,506	$4,003	$0	$362	$0	$61	$5,871		20	0	$0		-$5,871.00	
	Bioretention soil for bio swale	490	CUYD	$10,246	$10,572	$0	$2,466	$0	$48	$23,284		20	0	$0		-$23,284.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	410	CUYD	$2,217	$215	$0	$912	$0	$8	$3,344		20	0	$0		-$3,344.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Native fill w/compaction	327	CUYD	$4,771	$328	$0	$1,204	$0	$19	$6,304		20	0	$0		-$6,304.00	
	Imported pipe bedding @ trench	32	CUYD	$400	$1,189	$0	$101	$0	$54	$1,690		20	0	$0		-$1,690.00	
	Spread Topsoil from Stockpile	130	CUYD	$1,889	$728	$0	$1,037	$0	$28	$3,653		20	0	$0		-$3,653.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Pull box	420	LNFT	$0	$1,528	$0	$0	$0	$4	$1,528		20	0	$0		-$1,528.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Grass along pipe route	1705	SQFT	$95	$19	$0	$0	$0	$0	$113		20	0	$0		-$113.00	
	Grass at bio swale	41250	SQFT	$2,290	$449	$0	$0	$0	$0	$2,739		20	0	$0		-$2,739.00	
	Riprap Apron @ Pipe Inlet	9	CUYD	$188	$807	$0	$45	$0	$116	$1,040		15	-5	-$1,272		-$2,012.56	
	Geotextile for Riprap Apron	200	SQFT	$148	$73	$0	$0	$0	$1	$222		15	-5	-$271		-$429.60	
	Hydroseeding w/fertilizer and mulch	1200	SQYD	$0	$0	$3,430	$0	$0	$3	$3,430		20	0	$0		-$3,430.00	
	8" perforated HDPE pipe	2750	LNFT	$16,333	$29,941	$0	$4,491	$0	$18	$50,766		50	30	$30,460		-$27,471.73	
	2' diameter precast manhole (swale overflow)	20	VLF	$6,603	$8,944	$0	$3,148	$0	$935	$18,696		50	30	$11,218		-$10,117.23	
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59	
	Grated cover for swale overflow struct.	5	EACH	$1,887	$6,260	$0	$900	$0	$1,809	$9,047		50	30	$5,428		-$4,895.73	
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	24" standard pipe	370	LNFT	$21,718	$32,731	$0	$10,354	$0	$175	$64,804		50	30	$38,882		-$35,068.31	
	30" standard pipe	50	LNFT	$3,302	$6,124	$0	$1,574	$0	$220	$11,000		50	30	$6,600		-$5,952.59	
*** Total Site 3**				**$154,627**	**$143,992**	**$16,699**	**$69,100**	**$0**		**$384,420**						**-$310,076**	
Site 3a																	
	Silt sock - erosion barrier	3800	LNFT	$11,285	$18,618	$0	$0	$0	$8	$29,903		20	0	$0		-$29,903.00	
	Clear & Grub Site	1	LS	$4,376	$871	$0	$3,949	$0	$9,196	$9,196		20	0	$0		-$9,196.00	
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	105	CUYD	$295	$74	$0	$538	$0	$9	$907		20	0	$0		-$907.00	
	Excavate Stormwater Pond	1260	CUYD	$5,586	$768	$0	$11,865	$0	$14	$18,219		20	0	$0		-$18,219.00	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	1450	CUYD	$0	$0	$8,880	$0	$0	$6	$8,880		20	0	$0		-$8,880.00	
	Tipping Fee for Excavated Material Disposal	1450	CUYD	$0	$0	$3,947	$0	$0	$3	$3,947		20	0	$0		-$3,947.00	
	Grading of Pond Area	1	LS	$1,355	$348	$0	$1,092	$0	$2,795	$2,795		20	0	$0		-$2,795.00	
	Excavate 4' deep trench for bio swale	1700	LNFT	$29,935	$1,913	$0	$14,272	$0	$27	$46,120		20	0	$0		-$46,120.00	
	Crushed Stone for bio swale	60	CUYD	$941	$2,502	$0	$227	$0	$61	$3,669		20	0	$0		-$3,669.00	
	Bioretention soil for bio swale	305	CUYD	$6,378	$6,581	$0	$1,535	$0	$48	$14,493		20	0	$0		-$14,493.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	318	CUYD	$1,717	$166	$0	$706	$0	$8	$2,589		20	0	$0		-$2,589.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Native fill w/compaction	251	CUYD	$3,663	$252	$0	$924	$0	$19	$4,840		20	0	$0		-$4,840.00	
	Imported pipe bedding @ trench	24	CUYD	$309	$921	$0	$78	$0	$54	$1,308		20	0	$0		-$1,308.00	
	Spread Topsoil from Stockpile	105	CUYD	$1,525	$588	$0	$838	$0	$28	$2,951		20	0	$0		-$2,951.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Pull box	320	LNFT	$0	$1,164	$0	$0	$0	$4	$1,164		20	0	$0		-$1,164.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Grass along pipe route	1320	SQFT	$73	$14	$0	$0	$0	$0	$88		20	0	$0		-$88.00	
	Grass at bio swale	25500	SQFT	$1,415	$278	$0	$0	$0	$0	$1,693		20	0	$0		-$1,693.00	
	Riprap Apron @ Pipe Inlet	9	CUYD	$188	$807	$0	$45	$0	$116	$1,040		15	-5	-$1,272		-$2,012.56	

LIFE CYCLE COST ANALYSES - LABELLE STORMWATER FACILITY PLAN - STORMWATER ALTERNATIVE 2														(+)	(-)	exp. (-), income (+)
	Description	**Quantity**	**UM**	**Lab.Total**	**Mat.Total**	**Sub.Total**	**Eqp.Total**	**Eqp.Rent.Tot**	**Tot.UnitCost**	**TotalCost**		**Expected Life (HUD)**	**Years Remain**	**Salvage Value (S) (+) / Replacement Cost ($) (-)**	**Annual O&M**	**Life Cycle Cost**
	Geotextile for Riprap Apron	200	SQFT	$148	$73	$0	$0	$0	$1	$222		15	-5	-$271		-$429.60
	Hydroseeding w/fertilizer and mulch	950	SQYD	$0	$0	$2,715	$0	$0	$3	$2,715		20	0	$0		-$2,715.00
	8" perforated HDPE pipe	1700	LNFT	$10,097	$18,509	$0	$2,776	$0	$18	$31,382		50	30	$18,829		-$16,982.19
	2' diameter precast manhole (swale overflow)	16	VLF	$5,283	$7,156	$0	$2,519	$0	$935	$14,957		50	30	$8,974		-$8,093.89
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59
	Grated cover for swale overflow struct.	4	EACH	$1,509	$5,008	$0	$720	$0	$1,809	$7,237		50	30	$4,342		-$3,916.26
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0
	24" standard pipe	240	LNFT	$14,087	$21,231	$0	$6,716	$0	$175	$42,035		50	30	$25,221		-$22,747.00
	30" standard pipe	85	LNFT	$5,613	$10,411	$0	$2,676	$0	$220	$18,700		50	30	$11,220		-$10,119.40
*** Total Site 3a**				**$108,861**	**$103,983**	**$15,542**	**$52,945**	**$0**		**$281,330**						**-$225,341**
Site 4																
	Silt sock - erosion barrier	2900	LNFT	$8,612	$14,209	$0	$0	$0	$8	$22,821		20	0	$0		-$22,821.00
	Clear & Grub Site	1	ACRE	$3,978	$792	$0	$3,590	$0	$8,360	$8,360		20	0	$0		-$8,360.00
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	485	CUYD	$1,362	$343	$0	$2,486	$0	$9	$4,191		20	0	$0		-$4,191.00
	Grading for Access Road	250	LNFT	$1,693	$436	$0	$1,365	$0	$14	$3,494		20	0	$0		-$3,494.00
	Geotextile Fabric for Access Road	5000	SQFT	$891	$1,837	$0	$0	$0	$1	$2,728		20	0	$0		-$2,728.00
	Gravel / Base Material for Access Road	150	CUYD	$1,685	$5,569	$0	$1,639	$0	$59	$8,893		20	0	$0		-$8,893.00
	Excavate Stormwater Pond	5900	CUYD	$26,157	$3,597	$0	$55,558	$0	$14	$85,312		20	0	$0		-$85,312.00
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	6785	CUYD	$0	$0	$41,554	$0	$0	$6	$41,554		20	0	$0		-$41,554.00
	Tipping Fee for Excavated Material Disposal	6785	CUYD	$0	$0	$18,468	$0	$0	$3	$18,468		20	0	$0		-$18,468.00
	Grading of Pond Area	1	ACRE	$1,287	$331	$0	$1,037	$0	$2,795	$2,655		20	0	$0		-$2,655.00
	Excavate 4' deep trench for bio swale	760	LNFT	$13,383	$855	$0	$6,380	$0	$27	$20,618		20	0	$0		-$20,618.00
	Crushed Stone for bio swale	27	CUYD	$423	$1,126	$0	$102	$0	$61	$1,651		20	0	$0		-$1,651.00
	Bioretention soil for bio swale	136	CUYD	$2,844	$2,934	$0	$685	$0	$48	$6,463		20	0	$0		-$6,463.00
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0
	Digging hard Backhoe loader 1 cuyd bucket	160	CUYD	$865	$84	$0	$356	$0	$8	$1,304		20	0	$0		-$1,304.00
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0
	Native fill w/compaction	126	CUYD	$1,838	$127	$0	$464	$0	$19	$2,429		20	0	$0		-$2,429.00
	Imported pipe bedding @ trench	12	CUYD	$156	$464	$0	$39	$0	$54	$659		20	0	$0		-$659.00
	Spread Topsoil from Stockpile	485	CUYD	$7,046	$2,714	$0	$3,870	$0	$28	$13,630		20	0	$0		-$13,630.00
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0
	Pull box	160	LNFT	$0	$582	$0	$0	$0	$4	$582		20	0	$0		-$582.00
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0
	Grass along pipe route	665	SQFT	$37	$7	$0	$0	$0	$0	$44		20	0	$0		-$44.00
	Grass at bio swale	11400	SQFT	$633	$124	$0	$0	$0	$0	$757		20	0	$0		-$757.00
	Riprap Apron @ Pipe Inlet	9	CUYD	$188	$807	$0	$45	$0	$116	$1,040		15	-5	-$1,272		-$2,012.56
	Geotextile for Riprap Apron	200	SQFT	$148	$73	$0	$0	$0	$1	$222		15	-5	-$271		-$429.60
	Hydroseeding w/fertilizer and mulch	4500	SQYD	$0	$0	$12,861	$0	$0	$3	$12,861		20	0	$0		-$12,861.00
	8" perforated HDPE pipe	760	LNFT	$4,514	$8,275	$0	$1,241	$0	$18	$14,030		50	30	$8,418		-$7,592.25
	2' diameter precast manhole (swale overflow)	4	VLF	$1,321	$1,789	$0	$630	$0	$935	$3,739		50	30	$2,243		-$2,023.34
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59
	30" Grated Inlet Cover for Outlet Struct.	2	EACH	$880	$4,137	$0	$420	$0	$2,719	$5,438		50	30	$3,263		-$2,942.74
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0
	24" standard pipe	110	LNFT	$6,457	$9,731	$0	$3,078	$0	$175	$19,266		50	30	$11,560		-$10,425.68
	30" standard pipe	50	LNFT	$3,302	$6,124	$0	$1,574	$0	$220	$11,000		50	30	$6,600		-$5,952.59
*** Total Site 4**				**$92,342**	**$70,728**	**$72,883**	**$85,817**	**$0**		**$321,770**						**-$294,944**
Site 5																
	Silt sock - erosion barrier	5700	LNFT	$16,927	$27,927	$0	$0	$0	$8	$44,854		20	0	$0		-$44,854.00
	Clear & Grub Site	1	ACRE	$1,989	$396	$0	$1,795	$0	$8,360	$4,180		20	0	$0		-$4,180.00
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	290	CUYD	$815	$205	$0	$1,486	$0	$9	$2,506		20	0	$0		-$2,506.00
	Grading for Access Road	450	LNFT	$3,048	$784	$0	$2,456	$0	$14	$6,288		20	0	$0		-$6,288.00
	Geotextile Fabric for Access Road	9000	SQFT	$1,603	$3,307	$0	$0	$0	$1	$4,911		15	-5	-$6,005		-$9,503.52
	Gravel / Base Material for Access Road	230	CUYD	$2,584	$8,539	$0	$2,512	$0	$59	$13,636		15	-5	-$16,674		-$26,387.70
	Excavate Stormwater Pond	3430	CUYD	$15,206	$2,091	$0	$32,299	$0	$14	$49,597		20	0	$0		-$49,597.00
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	3950	CUYD	$0	$0	$24,191	$0	$0	$6	$24,191		20	0	$0		-$24,191.00
	Tipping Fee for Excavated Material Disposal	3950	CUYD	$0	$0	$10,752	$0	$0	$3	$10,752		20	0	$0		-$10,752.00
	Grading of Pond Area	1	ACRE	$677	$174	$0	$546	$0	$2,795	$1,397		20	0	$0		-$1,397.00
	Excavate 4' deep trench for bio swale	2440	LNFT	$42,966	$2,745	$0	$20,485	$0	$27	$66,196		20	0	$0		-$66,196.00
	Crushed Stone for bio swale	85	CUYD	$1,333	$3,545	$0	$321	$0	$61	$5,198		20	0	$0		-$5,198.00
	Bioretention soil for bio swale	440	CUYD	$9,201	$9,493	$0	$2,215	$0	$48	$20,909		20	0	$0		-$20,909.00
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0

LIFE CYCLE COST ANALYSES - LABELLE STORMWATER FACILITY PLAN - STORMWATER ALTERNATIVE 2														(+)	(-)	exp. (-), income (+)	
	Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Eqp.Total	Eqp.Rent.Tot	Tot.UnitCost	TotalCost		Expected Life (HUD)	Years Remain	Salvage Value (S) (+) / Replacement Cost ($) (-)	Annual O&M	Life Cycle Cost	
	Digging hard Backhoe loader 1 cuyd bucket	491	CUYD	$2,653	$257	$0	$1,091	$0	$8	$4,001		20	0	$0		-$4,001.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Native fill w/compaction	394	CUYD	$5,753	$396	$0	$1,452	$0	$19	$7,601		20	0	$0		-$7,601.00	
	Imported pipe bedding @ trench	38	CUYD	$478	$1,423	$0	$121	$0	$54	$2,022		20	0	$0		-$2,022.00	
	Spread Topsoil from Stockpile	290	CUYD	$4,213	$1,623	$0	$2,314	$0	$28	$8,150		20	0	$0		-$8,150.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Pull box	510	LNFT	$0	$1,855	$0	$0	$0	$4	$1,855		20	0	$0		-$1,855.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Grass along pipe route	2040	SQFT	$113	$22	$0	$0	$0	$0	$135		20	0	$0		-$135.00	
	Grass at bio swale	36600	SQFT	$2,032	$398	$0	$0	$0	$0	$2,430		20	0	$0		-$2,430.00	
	Hydroseeding w/fertilizer and mulch	5800	SQYD	$0	$0	$16,577	$0	$0	$3	$16,577		20	0	$0		-$16,577.00	
	8" perforated HDPE pipe	2440	LNFT	$14,492	$26,566	$0	$3,985	$0	$18	$45,043		50	30	$27,026		-$24,374.76	
	2' diameter precast manhole (swale overflow)	20	VLF	$6,603	$8,944	$0	$3,148	$0	$935	$18,696		50	30	$11,218		-$10,117.23	
	Grated cover for swale overflow struct.	5	EACH	$1,887	$6,260	$0	$900	$0	$1,809	$9,047		50	30	$5,428		-$4,895.73	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	24" standard pipe	510	LNFT	$29,936	$45,116	$0	$14,272	$0	$175	$89,324		50	30	$53,594		-$48,337.17	
*** Total Site 5**				**$164,510**	**$152,070**	**$51,520**	**$91,397**	**$0**		**$459,496**						**-$402,455**	
Site 6																	
	Silt sock - erosion barrier	730	LNFT	$2,168	$3,577	$0	$0	$0	$8	$5,744		20	0	$0		-$5,744.00	
	Clear & Grub Site	1	ACRE	$3,381	$673	$0	$3,052	$0	$8,360	$7,106		20	0	$0		-$7,106.00	
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	405	CUYD	$1,138	$287	$0	$2,076	$0	$9	$3,500		20	0	$0		-$3,500.00	
	Grading for Access Road	50	LNFT	$339	$87	$0	$273	$0	$14	$699		20	0	$0		-$699.00	
	Geotextile Fabric for Access Road	1000	SQFT	$178	$367	$0	$0	$0	$1	$546		15	-5	-$668		-$1,056.59	
	Gravel / Base Material for Access Road	30	CUYD	$337	$1,114	$0	$328	$0	$59	$1,779		15	-5	-$2,175		-$3,442.63	
	Excavate Stormwater Pond	4900	CUYD	$21,724	$2,988	$0	$46,141	$0	$14	$70,852		20	0	$0		-$70,852.00	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	5635	CUYD	$0	$0	$34,511	$0	$0	$6	$34,511		20	0	$0		-$34,511.00	
	Tipping Fee for Excavated Material Disposal	5635	CUYD	$0	$0	$15,338	$0	$0	$3	$15,338		20	0	$0		-$15,338.00	
	Grading of Pond Area	1	ACRE	$1,152	$296	$0	$928	$0	$2,795	$2,376		20	0	$0		-$2,376.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	130	CUYD	$702	$68	$0	$289	$0	$8	$1,059		20	0	$0		-$1,059.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Native fill w/compaction	98	CUYD	$1,434	$99	$0	$362	$0	$19	$1,894		20	0	$0		-$1,894.00	
	Imported pipe bedding @ trench	10	CUYD	$127	$377	$0	$32	$0	$54	$535		20	0	$0		-$535.00	
	Spread Topsoil from Stockpile	405	CUYD	$5,883	$2,267	$0	$3,232	$0	$28	$11,382		20	0	$0		-$11,382.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Pull box	120	LNFT	$0	$437	$0	$0	$0	$4	$437		20	0	$0		-$437.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Grass along pipe route	540	SQFT	$30	$6	$0	$0	$0	$0	$36		20	0	$0		-$36.00	
	Riprap Apron @ Pipe Inlet	9	CUYD	$188	$807	$0	$45	$0	$116	$1,040		15	-5	-$1,272		-$2,012.56	
	Geotextile for Riprap Apron	200	SQFT	$148	$73	$0	$0	$0	$1	$222		15	-5	-$271		-$429.60	
	Hydroseeding w/fertilizer and mulch	3700	SQYD	$0	$0	$10,575	$0	$0	$3	$10,575		20	0	$0		-$10,575.00	
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59	
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	30" standard pipe	120	LNFT	$7,924	$14,699	$0	$3,778	$0	$220	$26,401		50	30	$15,841		-$14,286.75	
*** Total Site 6**				**$49,934**	**$33,949**	**$60,424**	**$62,004**	**$0**		**$206,312**						**-$192,835**	
Site 7																	
	Silt sock - erosion barrier	460	LNFT	$1,366	$2,254	$0	$0	$0	$8	$3,620		20	0	$0		-$3,620.00	
	Clear & Grub Site	1	LS	$4,376	$871	$0	$3,949	$0	$9,196	$9,196		20	0	$0		-$9,196.00	
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	170	CUYD	$478	$120	$0	$871	$0	$9	$1,469		20	0	$0		-$1,469.00	
	Excavate Stormwater Pond	1960	CUYD	$8,689	$1,195	$0	$18,456	$0	$14	$28,341		20	0	$0		-$28,341.00	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	2250	CUYD	$0	$0	$13,780	$0	$0	$6	$13,780		20	0	$0		-$13,780.00	
	Tipping Fee for Excavated Material Disposal	2250	CUYD	$0	$0	$6,124	$0	$0	$3	$6,124		20	0	$0		-$6,124.00	
	Grading of Pond Area	1	LS	$1,355	$348	$0	$1,092	$0	$2,795	$2,795		20	0	$0		-$2,795.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	54	CUYD	$293	$28	$0	$120	$0	$8	$441		20	0	$0		-$441.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Native fill w/compaction	41	CUYD	$597	$41	$0	$151	$0	$19	$789		20	0	$0		-$789.00	
	Imported pipe bedding @ trench	4	CUYD	$53	$157	$0	$13	$0	$54	$223		20	0	$0		-$223.00	
	Spread Topsoil from Stockpile	170	CUYD	$2,470	$951	$0	$1,357	$0	$28	$4,778		20	0	$0		-$4,778.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Pull box	50	LNFT	$0	$182	$0	$0	$0	$4	$182		20	0	$0		-$182.00	

LIFE CYCLE COST ANALYSES - LABELLE STORMWATER FACILITY PLAN - STORMWATER ALTERNATIVE 2														(+)	(-)	exp. (-), income (+)	
	Description	**Quantity**	**UM**	**Lab.Total**	**Mat.Total**	**Sub.Total**	**Eqp.Total**	**Eqp.Rent.Tot**	**Tot.UnitCost**	**TotalCost**		**Expected Life (HUD)**	**Years Remain**	**Salvage Value (S) (+) / Replacement Cost ($) (-)**	**Annual O&M**	**Life Cycle Cost**	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	Grass along pipe route	225	SQFT	$12	$2	$0	$0	$0	$0	$15		20	0	$0		-$15.00	
	Hydroseeding w/fertilizer and mulch	1500	SQYD	$0	$0	$4,287	$0	$0	$3	$4,287		20	0	$0		-$4,287.00	
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59	
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	$0	$0		$0	
	30" standard pipe	50	LNFT	$3,302	$6,124	$0	$1,574	$0	$220	$11,000		50	30	$6,600		-$5,952.59	
*** Total Site 7**				**$26,072**	**$18,004**	**$24,191**	**$29,053**	**$0**		**$97,320**						**-$87,556**	
Total Construction Estimate				**$679,321**	**$683,926**	**$245,304**	**$430,004**	**$0**	**$0**	**$2,038,553**						**-$1,713,624**	
Construction Estimate Contingency (25%)										**$509,638**						**-$428,406**	
Total Construction Estimate										**$2,548,191**						**-$2,142,030**	
Annual Operations and Maintenance															$39,000.00	**-$679,583.37**	
Land Acquisition			Acquisition	1	LS					$160,000						-$160,000	
			Planning	1	LS	2%				$51,000						-$51,000	
			Design	1	LS	10%				$255,000						-$255,000	
			Field Ser.	1	LS	5%				$128,000						-$128,000	
			Legal & Admin	1	LS	1%				$26,000						-$26,000	
			Grant Adm.	1	LS	2%				$51,000						-$51,000	
								Project Const. Cost =		**2,549,000**							
								Total Project Cost =		**3,220,000**					LCCA =	**-3,493,000**	

LIFE CYCLE COST ANALYSES - LABELLE STORMWATER FACILITY PLAN - STORMWATER ALTERNATIVE 3														(+)	(-)	exp. (-), income (+)	
	Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Eqp.Total	Eqp.Rent.Tot	Tot.UnitCost	TotalCost		Expected Life (HUD)	Years Remain	Salvage Value ($) (+) / Replacement Cost ($) (-)	Annual O&M	Life Cycle Cost	
Site 8																	Rate
	Silt sock - erosion barrier	8500	LNFT	$25,242	$41,646	$0	$0	$0	$8	$66,888		20	0	$0		-$66,888.00	1.35%
	Clear & Grub Site	13	ACRE	$49,725	$9,898	$0	$44,879	$0	$8,360	$104,502		20	0	$0		-$104,502.00	Term
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	6700	CUYD	$18,821	$4,742	$0	$34,341	$0	$9	$57,903		20	0	$0		-$57,903.00	20
	Grading for Access Road	50	LNFT	$339	$87	$0	$273	$0	$14	$699		20	0	$0		-$699.00	
	Geotextile Fabric for Access Road	1000	SQFT	$178	$367	$0	$0	$0	$1	$546		15	-5	-$668		-$1,056.59	
	Gravel / Base Material for Access Road	30	CUYD	$337	$1,114	$0	$328	$0	$59	$1,779		15	-5	-$2,175		-$3,442.63	
	Excavate Stormwater Pond	80800	CUYD	$358,217	$49,265	$0	$760,856	$0	$14	$1,168,338		20	0	$0		-$1,168,338.00	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	92900	CUYD	$0	$0	$568,954	$0	$0	$6	$568,954		20	0	$0		-$568,954.00	
	Tipping Fee for Excavated Material Disposal	92900	CUYD	$0	$0	$252,869	$0	$0	$3	$252,869		20	0	$0		-$252,869.00	
	Grading of Pond Area	13	ACRE	$16,935	$4,355	$0	$13,646	$0	$2,795	$34,936		20	0	$0		-$34,936.00	
	Excavate 4' deep trench for bio swale	2755	LNFT	$48,513	$3,100	$0	$23,129	$0	$27	$74,742		20	0	$0		-$74,742.00	
	Crushed Stone for bio swale	100	CUYD	$1,568	$4,170	$0	$378	$0	$61	$6,116		20	0	$0		-$6,116.00	
	Bioretention soil for bio swale	490	CUYD	$10,246	$10,572	$0	$2,466	$0	$48	$23,284		20	0	$0		-$23,284.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	112	CUYD	$605	$59	$0	$249	$0	$8	$912		20	0	$0		-$912.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Native fill w/compaction	87	CUYD	$1,274	$88	$0	$322	$0	$19	$1,683		20	0	$0		-$1,683.00	
	Imported pipe bedding @ trench	9	CUYD	$109	$324	$0	$27	$0	$54	$461		20	0	$0		-$461.00	
	Spread Topsoil from Stockpile	6700	CUYD	$97,331	$37,498	$0	$53,464	$0	$28	$188,293		20	0	$0		-$188,293.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Pull box	80	LNFT	$0	$291	$0	$0	$0	$4	$291		20	0	$0		-$291.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Grass along pipe route	465	SQFT	$26	$5	$0	$0	$0	$0	$31		20	0	$0		-$31.00	
	Grass at bio swale	41325	SQFT	$2,294	$450	$0	$0	$0	$0	$2,744		20	0	$0		-$2,744.00	
	Riprap Apron @ Pipe Inlet	9	CUYD	$188	$807	$0	$45	$0	$116	$1,040		15	-5	-$1,272		-$2,012.56	
	Geotextile for Riprap Apron	200	SQFT	$148	$73	$0	$0	$0	$1	$222		15	-5	-$271		-$429.60	
	Hydroseeding w/fertilizer and mulch	60600	SQYD	$0	$0	$173,197	$0	$0	$3	$173,197		20	0	$0		-$173,197.00	
	8" perforated HDPE pipe	2755	LNFT	$16,363	$29,996	$0	$4,499	$0	$18	$50,858		50	30	$30,515		-$27,521.51	
	2' diameter precast manhole (swale overflow)	4	VLF	$1,321	$1,789	$0	$630	$0	$935	$3,739		50	30	$2,243		-$2,023.34	
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59	
	Grated cover for swale overflow struct.	1	EACH	$377	$1,252	$0	$180	$0	$1,809	$1,809		50	30	$1,085		-$978.93	
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	24" standard pipe	30	LNFT	$1,761	$2,654	$0	$840	$0	$175	$5,254		50	30	$3,152		-$2,843.17	
	30" standard pipe	50	LNFT	$3,302	$6,124	$0	$1,574	$0	$220	$11,000		50	30	$6,600		-$5,952.59	
*** Total Site 8**				**$658,301**	**$216,455**	**$995,020**	**$943,594**	**$0**		**$2,813,370**						**-$2,778,667**	
Site 9a	*Not included since Site 11b is more expensive																
	Silt sock - erosion barrier	2930	LNFT	$8,701	$14,356	$0	$0	$0	$8	$23,057		20	0	$0		-$23,057.00	
	Clear & Grub Site	13	ACRE	$49,725	$9,898	$0	$44,879	$0	$8,360	$104,502		20	0	$0		-$104,502.00	
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	320	CUYD	$899	$226	$0	$1,640	$0	$9	$2,766		20	0	$0		-$2,766.00	
	Grading for Access Road	250	LNFT	$1,693	$436	$0	$1,365	$0	$14	$3,494		20	0	$0		-$3,494.00	
	Geotextile Fabric for Access Road	5000	SQFT	$891	$1,837	$0	$0	$0	$1	$2,728		15	-5	-$3,336		-$5,279.09	
	Gravel / Base Material for Access Road	130	CUYD	$1,461	$4,827	$0	$1,420	$0	$59	$7,707		15	-5	-$9,424		-$14,914.20	
	Excavate Stormwater Pond	51520	CUYD	$228,408	$31,413	$0	$485,140	$0	$14	$744,979		20	0	$0		-$744,979.20	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	59280	CUYD	$0	$0	$363,031	$0	$0	$6	$363,031		20	0	$0		-$363,030.72	
	Tipping Fee for Excavated Material Disposal	59280	CUYD	$0	$0	$161,360	$0	$0	$3	$161,360		20	0	$0		-$161,360.16	
	Grading of Pond Area	13	ACRE	$16,935	$4,355	$0	$13,646	$0	$2,795	$34,936		20	0	$0		-$34,936.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	574	CUYD	$3,102	$301	$0	$1,275	$0	$8	$4,678		20	0	$0		-$4,678.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Native fill w/compaction	434	CUYD	$6,332	$436	$0	$1,598	$0	$19	$8,366		20	0	$0		-$8,366.00	
	Imported pipe bedding @ trench	44	CUYD	$559	$1,664	$0	$141	$0	$54	$2,364		20	0	$0		-$2,364.00	
	Spread Topsoil from Stockpile	320	CUYD	$4,649	$1,791	$0	$2,554	$0	$28	$8,993		20	0	$0		-$8,993.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Pull box	530	LNFT	$0	$1,928	$0	$0	$0	$4	$1,928		20	0	$0		-$1,928.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Grass along pipe route	2385	SQFT	$132	$26	$0	$0	$0	$0	$158		20	0	$0		-$158.00	
	Riprap Apron @ Pipe Inlet	9	CUYD	$188	$807	$0	$45	$0	$116	$1,040		15	-5	-$1,272		-$2,012.56	
	Geotextile for Riprap Apron	200	SQFT	$148	$73	$0	$0	$0	$1	$222		15	-5	-$271		-$429.60	
	Hydroseeding w/fertilizer and mulch	59400	SQYD	$0	$0	$169,768	$0	$0	$3	$169,768		20	0	$0		-$169,768.00	
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59	

LIFE CYCLE COST ANALYSES - LABELLE STORMWATER FACILITY PLAN - STORMWATER ALTERNATIVE 3														(+)	(-)	exp. (-), income (+)	
	Description	Quantity	UM	Lab.Total	Mat.Total	Sub.Total	Eqp.Total	Eqp.Rent.Tot	Tot.UnitCost	TotalCost		Expected Life (HUD)	Years Remain	Salvage Value ($) (+) / Replacement Cost ($) (-)	Annual O&M	Life Cycle Cost	
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	48" standard pipe	530	LNFT	$39,998	$137,050	$0	$19,069	$0	$370	$196,117		50	30	$117,670		-$106,127.58	
*** Total Site 9a**				**$366,902**	**$217,151**	**$694,159**	**$574,241**	**$0**		**$1,852,474**						**-$1,768,706**	
Site 9b																	
	Silt sock - erosion barrier	4500	LNFT	$13,363	$22,048	$0	$0	$0	$8	$35,411		20	0	$0		-$35,411.00	
	Clear & Grub Site	28	ACRE	$111,383	$22,171	$0	$100,530	$0	$8,360	$234,084		20	0	$0		-$234,084.00	
	Strip & Stockpile Topsoil - Ldr, Dzr, Trucks	15000	CUYD	$42,136	$10,616	$0	$76,882	$0	$9	$129,634		20	0	$0		-$129,634.00	
	Grading for Access Road	50	LNFT	$339	$87	$0	$273	$0	$14	$699		20	0	$0		-$699.00	
	Geotextile Fabric for Access Road	1000	SQFT	$178	$367	$0	$0	$0	$1	$546		15	-5	-$668		-$1,056.59	
	Gravel / Base Material for Access Road	30	CUYD	$337	$1,114	$0	$328	$0	$59	$1,779		15	-5	-$2,175		-$3,442.63	
	Excavate Stormwater Pond	124810	CUYD	$553,330	$76,099	$0	$1,175,277	$0	$14	$1,804,753		20	0	$0		-$1,804,752.60	
	Haul / Dispose Excavated Material - Assume 30 Minute Cycle	143590	CUYD	$0	$0	$879,345	$0	$0	$6	$879,345		20	0	$0		-$879,345.16	
	Tipping Fee for Excavated Material Disposal	143590	CUYD	$0	$0	$390,852	$0	$0	$3	$390,852		20	0	$0		-$390,851.98	
	Grading of Pond Area	28	ACRE	$37,934	$9,755	$0	$30,567	$0	$2,795	$78,256		20	0	$0		-$78,256.00	
	Excavation @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Digging hard Backhoe loader 1 cuyd bucket	3055	CUYD	$16,503	$1,599	$0	$6,786	$0	$8	$24,888		20	0	$0		-$24,888.00	
	Backfill @ pipe trench	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Native fill w/compaction	2308	CUYD	$33,693	$2,319	$0	$8,501	$0	$19	$44,514		20	0	$0		-$44,514.00	
	Imported pipe bedding @ trench	235	CUYD	$2,974	$8,852	$0	$750	$0	$54	$12,576		20	0	$0		-$12,576.00	
	Spread Topsoil from Stockpile	15000	CUYD	$217,905	$83,951	$0	$119,696	$0	$28	$421,552		20	0	$0		-$421,552.00	
	Shoring and bracing	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Pull box	2820	LNFT	$0	$10,259	$0	$0	$0	$4	$10,259		20	0	$0		-$10,259.00	
	Surface restoration	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	Grass along pipe route	12690	SQFT	$704	$138	$0	$0	$0	$0	$843		20	0	$0		-$843.00	
	Riprap Apron @ Pipe Inlet	9	CUYD	$188	$807	$0	$45	$0	$116	$1,040		15	-5	-$1,272		-$2,012.56	
	Geotextile for Riprap Apron	200	SQFT	$148	$73	$0	$0	$0	$1	$222		15	-5	-$271		-$429.60	
	Hydroseeding w/fertilizer and mulch	136000	SQYD	$0	$0	$388,694	$0	$0	$3	$388,694		20	0	$0		-$388,694.00	
	5' diameter precast manhole (outlet struct)	4	VLF	$2,641	$3,660	$0	$1,259	$0	$1,890	$7,561		50	30	$4,537		-$4,091.59	
	30" Grated Inlet Cover for Outlet Struct.	1	EACH	$440	$2,069	$0	$210	$0	$2,719	$2,719		50	30	$1,631		-$1,471.37	
	Reinforced concrete pipe	0	****	$0	$0	$0	$0	$0	$0	$0		$0	0	$0		$0	
	48" standard pipe	2820	LNFT	$212,819	$729,209	$0	$101,463	$0	$370	$1,043,491		50	30	$626,095		-$564,679.14	
*** Total Site 9b**				**$1,247,018**	**$985,193**	**$1,658,891**	**$1,622,568**	**$0**		**$5,513,718**						**-$5,033,543**	
Total Construction Estimate				**$1,905,318**	**$1,201,648**	**$2,653,911**	**$2,566,163**	**$0**	**$0**	**$8,327,088**						**-$7,812,210**	
Construction Estimate Contingency (25%)										**$2,081,772**						**-$1,953,053**	
Total Construction Estimate										**$10,408,860**						**-$9,765,263**	
Annual Operations and Maintenance															$33,000.00	**-$575,032.08**	
Land Acquisition			Acquisition	1	LS					$150,000						-$150,000.00	
			Planning	1	LS	2%				$209,000						-$209,000.00	
			Design	1	LS	10%				$1,041,000						-$1,041,000.00	
			Field Ser.	1	LS	5%				$521,000						-$521,000.00	
			Legal & Admin	1	LS	1%				$105,000						-$105,000.00	
			Grant Adm.	1	LS	2%				$209,000						-$209,000.00	
								Project Const. Cost =		**10,409,000**							
								Total Project Cost =		**12,644,000**					LCCA =	**-12,576,000**	

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 1

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
Initial Expenses						
Initial Investment Cost (one time start-up costs)						
Construction Management	1	LPSM	$0	$0	0	$0
Land Acquisition	1	LPSM	$0	$0	0	$0
Site Investigation	1	LPSM	$0	$0	0	$0
Design Services	1	LPSM	$0	$0	0	$0
Construction	1	LPSM	$0	$0	0	$0
Equipment	1	LPSM	$0	$0	0	$0
Technology	1	LPSM	$0	$0	0	$0
Indirect/Administration	1	LPSM	$0	$0	0	$0
Art	1	LPSM	$0	$0	0	$0
Contingency	1	LPSM	$0	$0	0	$0
Future Expenses						
Operations Cost (annual costs)						
Heating Fuel	1	GALS	$0.00	$0	20	$0
Electricity	1	KWH	$0.00	$0	20	$0
Water and Sewer	1	LPSM	$0	$0	20	$0
Garbage Disposal	1	LPSM	$0	$0	20	$0
Custodial	1	LPSM	$0	$0	20	$0
Grounds	1	LPSM	$0	$0	20	$0
Lease	1	LPSM	$0	$0	20	$0
Insurance	1	LPSM	$0	$0	20	$0
Other	2	LPSM		$0	20	$0
Maintenance & Repair Cost (upkeep costs … estimate on annual basis)						
Site Improvements	1	LPSM	$0	$0	20	$0
Site Utilities	1	LPSM	$0	$0	20	$0
Foundation/Substructure	0	GSF	$0.00	$0	20	$0
Superstructure	0	GSF	$0.00	$0	20	$0
Exterior Wall Systems	1	EWSF	$0.00	$0	20	$0
Exterior Windows	1	GLSF	$0.00	$0	20	$0
Exterior Doors	1	LEAF	$0.00	$0	20	$0
Roof Systems	1	RFSF	$0.00	$0	20	$0
Interior Partitions	1	PTSF	$0.00	$0	20	$0
Interior Doors	1	LEAF	$0.00	$0	20	$0
Interior Floor Finishes	1	FFSF	$0.00	$0	20	$0
Interior Wall Finishes	1	WFSF	$0.00	$0	20	$0
Interior Ceiling Finishes	1	CFSF	$0.00	$0	20	$0
Interior Specialities	0	GSF	$0.00	$0	20	$0
Conveying Systems	1	LPSM	$0	$0	20	$0
Plumbing Piping	0	GSF	$0.00	$0	20	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	20	$0
Fire Protection Systems	0	GSF	$0.00	$0	20	$0
HVAC Distribution	0	GSF	$0.00	$0	20	$0
HVAC Equipment	1	LPSM	$0	$0	20	$0
HVAC Controls	0	GSF	$0.00	$0	20	$0
Special Mechanical Systems	0	GSF	$0.00	$0	20	$0
Electrical Service/Generation	1	LPSM	$0	$0	20	$0
Electrical Distribution	0	GSF	$0.00	$0	20	$0
Electrical Lighting	0	GSF	$0.00	$0	20	$0
Special Electrical Systems	0	GSF	$0.00	$0	20	$0
Equipment & Furnishings	1	LPSM	$0	$0	20	$0

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 1

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
Pump OSTED Quarterly	4	EA	$450	$1,800	20	$26,534
Other	1	LPSM	$0	$0	20	$0
Replacement Cost (scheduled replacement of system or component)						
Site Improvements	1	LPSM	$0	$0	1	$0
Site Utilities	1	LPSM	$0	$0	1	$0
Foundation/Substructure	0	GSF	$0.00	$0	1	$0
Superstructure	0	GSF	$0.00	$0	1	$0
Exterior Wall Systems	1	EWSF	$0.00	$0	1	$0
Exterior Windows	1	GLSF	$0.00	$0	1	$0
Exterior Doors	1	LEAF	$0.00	$0	1	$0
Roof Systems	1	RFSF	$0.00	$0	1	$0
Interior Partitions	1	PTSF	$0.00	$0	1	$0
Interior Doors	1	LEAF	$0.00	$0	1	$0
Interior Floor Finishes	1	FFSF	$0.00	$0	1	$0
Interior Wall Finishes	1	WFSF	$0.00	$0	1	$0
Interior Ceiling Finishes	1	CFSF	$0.00	$0	1	$0
Interior Specialities	0	GSF	$0.00	$0	1	$0
Conveying Systems	1	LPSM	$0	$0	1	$0
Plumbing Piping	0	GSF	$0.00	$0	1	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	1	$0
Fire Protection Systems	0	GSF	$0.00	$0	1	$0
HVAC Distribution	0	GSF	$0.00	$0	1	$0
HVAC Equipment	1	LPSM	$0	$0	1	$0
HVAC Controls	0	GSF	$0.00	$0	1	$0
Special Mechanical Systems	0	GSF	$0.00	$0	1	$0
Electrical Service/Generation	1	LPSM	$0	$0	1	$0
Electrical Distribution	0	GSF	$0.00	$0	1	$0
Electrical Lighting	0	GSF	$0.00	$0	1	$0
Special Electrical Systems	0	GSF	$0.00	$0	1	$0
Equipment & Furnishings	1	LPSM	$0	$0	1	$0
Pump OSTED Quarterly	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0
Residual Value (value of facility at end of study period)						
Site Improvements	1	LPSM	$0	$0	1	$0
Site Utilities	1	LPSM	$0	$0	1	$0
Foundation/Substructure	0	GSF	$0.00	$0	1	$0
Superstructure	0	GSF	$0.00	$0	1	$0
Exterior Wall Systems	1	EWSF	$0.00	$0	1	$0
Exterior Windows	1	GLSF	$0.00	$0	1	$0
Exterior Doors	1	LEAF	$0.00	$0	1	$0
Roof Systems	1	RFSF	$0.00	$0	1	$0
Interior Partitions	1	PTSF	$0.00	$0	1	$0
Interior Doors	1	LEAF	$0.00	$0	1	$0
Interior Floor Finishes	1	FFSF	$0.00	$0	1	$0
Interior Wall Finishes	1	WFSF	$0.00	$0	1	$0
Interior Ceiling Finishes	1	CFSF	$0.00	$0	1	$0
Interior Specialities	0	GSF	$0.00	$0	1	$0
Conveying Systems	1	LPSM	$0	$0	1	$0
Plumbing Piping	0	GSF	$0.00	$0	1	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	1	$0
Fire Protection Systems	0	GSF	$0.00	$0	1	$0

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 1

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
HVAC Distribution	0	GSF	$0.00	$0	1	$0
HVAC Equipment	1	LPSM	$0	$0	1	$0
HVAC Controls	0	GSF	$0.00	$0	1	$0
Special Mechanical Systems	0	GSF	$0.00	$0	1	$0
Electrical Service/Generation	1	LPSM	$0	$0	1	$0
Electrical Distribution	0	GSF	$0.00	$0	1	$0
Electrical Lighting	0	GSF	$0.00	$0	1	$0
Special Electrical Systems	0	GSF	$0.00	$0	1	$0
Equipment & Furnishings	1	LPSM	$0	$0	1	$0
Pump OSTED Quarterly	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0
Total Life Cycle of Alternate #1						**$26,534**

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 2

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
Initial Expenses						
Initial Investment Cost (one time start-up costs)						
OSTDS (performance based)	1	LPSM	$0	$0	0	$0
Land Acquisition	1	LPSM	$0	$0	0	$0
Site Investigation	1	LPSM	$750	$750	0	$750
Design Services	1	LPSM	$500	$500	0	$1,000
Construction	1	LPSM	$10,000	$10,000	0	$10,000
Equipment	1	LPSM	$6,000	$6,000	0	$6,000
Technology	1	LPSM	$1,000	$1,000	0	$1,000
Indirect/Administration	1	LPSM	$500	$500	0	$500
	1	LPSM	$0	$0	0	$0
Contingency	1	LPSM	$500	$500	0	$500
Future Expenses						
Operations Cost (annual costs)						
	1	GALS		$0	20	$0
Electricity	1	KWH	$0.00	$0	20	$0
Water and Sewer	1	LPSM	$0	$0	20	$0
Class A Operator	1	LPSM	$500	$500	20	$7,370
	1	LPSM	$0	$0	20	$0
	1	LPSM	$0	$0	20	$0
	1	LPSM	$0	$0	20	$0
Insurance	1	LPSM	$100	$100	20	$1,474
Other	1	LPSM	$0	$0	20	$0
Maintenance & Repair Cost (upkeep costs … estimate on annual basis)						
Site Improvements	1	LPSM	$100	$100	20	$1,474
Site Utilities	1	LPSM	$200	$200	20	$2,948
Foundation/Substructure	1	GSF	$25.00	$25	20	$369
Superstructure	0	GSF	$0.00	$0	20	$0
	1	EWSF	$0.00	$0	20	$0
	1	GLSF	$0.00	$0	20	$0
	1	LEAF	$0.00	$0	20	$0
	1	RFSF	$0.00	$0	20	$0
	1	PTSF	$0.00	$0	20	$0
	1	LEAF	$0.00	$0	20	$0
	1	FFSF	$0.00	$0	20	$0
	1	WFSF	$0.00	$0	20	$0
	1	CFSF	$0.00	$0	20	$0
	0	GSF	$0.00	$0	20	$0
	1	LPSM	$0	$0	20	$0
Plumbing Piping	0	GSF	$0.00	$0	20	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	20	$0
	0	GSF	$0.00	$0	20	$0
	0	GSF	$0.00	$0	20	$0
	1	LPSM	$0	$0	20	$0
	0	GSF	$0.00	$0	20	$0
Special Mechanical Systems	1	GSF	$200.00	$200	20	$2,948
Electrical Service/Generation	1	LPSM	$0	$0	20	$0

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 2

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
Electrical Distribution	0	GSF	$0.00	$0	20	$0
Electrical Lighting	0	GSF	$0.00	$0	20	$0
Special Electrical Systems	1	GSF	$200.00	$200	20	$2,948
Equipment & Furnishings	1	LPSM	$0	$0	20	$0
Other	1	LPSM	$0	$0	20	$0
Other	1	LPSM	$0	$0	20	$0
Replacement Cost (scheduled replacement of system or component)						
Site Improvements	1	LPSM	$0	$0	1	$0
Site Utilities	1	LPSM	$0	$0	1	$0
Foundation/Substructure	0	GSF	$0	$0	1	$0
Superstructure	0	GSF	$0.00	$0	1	$0
	1	EWSF	$0.00	$0	1	$0
	1	GLSF	$0.00	$0	1	$0
	1	LEAF	$0.00	$0	1	$0
	1	RFSF	$0.00	$0	1	$0
	1	PTSF	$0.00	$0	1	$0
	1	LEAF	$0.00	$0	1	$0
	1	FFSF	$0.00	$0	1	$0
	1	WFSF	$0.00	$0	1	$0
	1	CFSF	$0.00	$0	1	$0
	0	GSF	$0.00	$0	1	$0
	1	LPSM	$0	$0	1	$0
Plumbing Piping	0	GSF	$0.00	$0	1	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	1	$0
Fire Protection Systems	0	GSF	$0.00	$0	1	$0
	0	GSF	$0.00	$0	1	$0
	1	LPSM	$0	$0	1	$0
	0	GSF	$0.00	$0	1	$0
Special Mechanical Systems	1	GSF	$7,000.00	$7,000	15	$4,428
Electrical Service/Generation	1	LPSM	$0	$0	1	$0
Electrical Distribution	0	GSF	$0.00	$0	1	$0
Electrical Lighting	0	GSF	$0.00	$0	1	$0
Special Electrical Systems	1	GSF	$8,000.00	$8,000	15	$5,061
Equipment & Furnishings	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0
Residual Value (value of facility at end of study period)						
Site Improvements	1	LPSM	$0	$0	1	$0
Site Utilities	1	LPSM	$0	$0	1	$0
Foundation/Substructure	0	GSF	$0	$0	1	$0
Superstructure	0	GSF	$0.00	$0	1	$0
Exterior Wall Systems	1	EWSF	$0.00	$0	1	$0
Exterior Windows	1	GLSF	$0.00	$0	1	$0
Exterior Doors	1	LEAF	$0.00	$0	1	$0
Roof Systems	1	RFSF	$0.00	$0	1	$0
Interior Partitions	1	PTSF	$0.00	$0	1	$0
Interior Doors	1	LEAF	$0.00	$0	1	$0
Interior Floor Finishes	1	FFSF	$0.00	$0	1	$0
Interior Wall Finishes	1	WFSF	$0.00	$0	1	$0

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 2

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
Interior Ceiling Finishes	1	CFSF	$0.00	$0	1	$0
Interior Specialities	0	GSF	$0.00	$0	1	$0
Conveying Systems	1	LPSM	$0	$0	1	$0
Plumbing Piping	0	GSF	$0.00	$0	1	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	1	$0
Fire Protection Systems	0	GSF	$0.00	$0	1	$0
HVAC Distribution	0	GSF	$0.00	$0	1	$0
HVAC Equipment	1	LPSM	$0	$0	1	$0
HVAC Controls	0	GSF	$0.00	$0	1	$0
Special Mechanical Systems	1	GSF	$7,000.00	$7,000	15	-$2,534
Electrical Service/Generation	1	LPSM	$0	$0	1	$0
Electrical Distribution	0	GSF	$0.00	$0	1	$0
Electrical Lighting	0	GSF	$0.00	$0	1	$0
Special Electrical Systems	1	GSF	$8,000.00	$8,000	15	-$2,896
Equipment & Furnishings	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0

Total Life Cycle of Alternate #2 **$43,340**

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 3

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
Initial Expenses						
Initial Investment Cost (one time start-up costs)						
Sewer Impact Fee	1	LPSM	$14,500	$14,500	1	$14,500
Land Acquisition	1	LPSM	$0	$0	0	$0
Site Investigation	1	LPSM	$0	$0	0	$0
Design Services	1	LPSM	$0	$0	0	$0
Construction	1	LPSM	$0	$0	0	$0
Equipment	1	LPSM	$0	$0	0	$0
Technology	1	LPSM	$0	$0	0	$0
Indirect/Administration	1	LPSM	$0	$0	0	$0
	1	LPSM	$0	$0	0	$0
Contingency	1	LPSM	$0	$0	0	$0
Future Expenses						
Operations Cost (annual costs)						
Monthly Rate	1	GALS	$50.00	$600	20	$8,845
Electricity	1	KWH	$0.00	$0	20	$0
Water and Sewer	1	LPSM	$0	$0	20	$0
	1	LPSM	$0	$0	20	$0
Custodial	1	LPSM	$0	$0	20	$0
Grounds	1	LPSM	$0	$0	20	$0
Lease	1	LPSM	$0	$0	20	$0
Insurance	1	LPSM	$0	$0	20	$0
Other	1	LPSM	$0	$0	20	$0
Maintenance & Repair Cost (upkeep costs … estimate on annual basis)						
Site Improvements	1	LPSM	$0	$0	20	$0
Site Utilities (clean lateral)	1	LPSM	$20	$20	20	$295
Foundation/Substructure	0	GSF	$0.00	$0	20	$0
Superstructure	0	GSF	$0.00	$0	20	$0
	1	EWSF	$0.00	$0	20	$0
	1	GLSF	$0.00	$0	20	$0
	1	LEAF	$0.00	$0	20	$0
	1	RFSF	$0.00	$0	20	$0
	1	PTSF	$0.00	$0	20	$0
	1	LEAF	$0.00	$0	20	$0
	1	FFSF	$0.00	$0	20	$0
	1	WFSF	$0.00	$0	20	$0
	1	CFSF	$0.00	$0	20	$0
	0	GSF	$0.00	$0	20	$0
	1	LPSM	$0	$0	20	$0
Plumbing Piping	0	GSF	$0.00	$0	20	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	20	$0
	0	GSF	$0.00	$0	20	$0
	0	GSF	$0.00	$0	20	$0
	1	LPSM	$0	$0	20	$0
	0	GSF	$0.00	$0	20	$0
Special Mechanical Systems	0	GSF	$0.00	$0	20	$0
Electrical Service/Generation	1	LPSM	$0	$0	20	$0

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 3

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
Electrical Distribution	0	GSF	$0.00	$0	20	$0
Electrical Lighting	0	GSF	$0.00	$0	20	$0
Special Electrical Systems	0	GSF	$0.00	$0	20	$0
Equipment & Furnishings	1	LPSM	$0	$0	20	$0
Other	1	LPSM	$0	$0	20	$0
Other	1	LPSM	$0	$0	20	$0
Replacement Cost (scheduled replacement of system or component)						
Site Improvements	1	LPSM	$0	$0	1	$0
Site Utilities	1	LPSM	$0	$0	1	$0
Foundation/Substructure	0	GSF	$0.00	$0	1	$0
Superstructure	0	GSF	$0.00	$0	1	$0
	1	EWSF	$0.00	$0	1	$0
	1	GLSF	$0.00	$0	1	$0
	1	LEAF	$0.00	$0	1	$0
	1	RFSF	$0.00	$0	1	$0
	1	PTSF	$0.00	$0	1	$0
	1	LEAF	$0.00	$0	1	$0
	1	FFSF	$0.00	$0	1	$0
	1	WFSF	$0.00	$0	1	$0
	1	CFSF	$0.00	$0	1	$0
	0	GSF	$0.00	$0	1	$0
	1	LPSM	$0	$0	1	$0
Plumbing Piping	0	GSF	$0.00	$0	1	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	1	$0
	0	GSF	$0.00	$0	1	$0
	0	GSF	$0.00	$0	1	$0
	1	LPSM	$0	$0	1	$0
	0	GSF	$0.00	$0	1	$0
Special Mechanical Systems	0	GSF	$0.00	$0	1	$0
Electrical Service/Generation	1	LPSM	$0	$0	1	$0
Electrical Distribution	0	GSF	$0.00	$0	1	$0
Electrical Lighting	0	GSF	$0.00	$0	1	$0
Special Electrical Systems	0	GSF	$0.00	$0	1	$0
Equipment & Furnishings	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0
Residual Value (value of facility at end of study period)						
Site Improvements	1	LPSM	$0	$0	1	$0
Site Utilities	1	LPSM	$0	$0	1	$0
Foundation/Substructure	0	GSF	$0.00	$0	1	$0
Superstructure	0	GSF	$0.00	$0	1	$0
	1	EWSF	$0.00	$0	1	$0
	1	GLSF	$0.00	$0	1	$0
	1	LEAF	$0.00	$0	1	$0
	1	RFSF	$0.00	$0	1	$0
	1	PTSF	$0.00	$0	1	$0
	1	LEAF	$0.00	$0	1	$0
	1	FFSF	$0.00	$0	1	$0
	1	WFSF	$0.00	$0	1	$0

Life Cycle Cost Analyses - LaBelle Stormwater Facility Plan - On-Site Disposal Alternative 3

	Quantity	Unit	Unit Cost	Total Cost	Years	Present Value
	1	CFSF	$0.00	$0	1	$0
	0	GSF	$0.00	$0	1	$0
	1	LPSM	$0	$0	1	$0
Plumbing Piping	0	GSF	$0.00	$0	1	$0
Plumbing Fixtures	1	FIXT	$0.00	$0	1	$0
	0	GSF	$0.00	$0	1	$0
	0	GSF	$0.00	$0	1	$0
	1	LPSM	$0	$0	1	$0
	0	GSF	$0.00	$0	1	$0
Special Mechanical Systems	0	GSF	$0.00	$0	1	$0
Electrical Service/Generation	1	LPSM	$0	$0	1	$0
Electrical Distribution	0	GSF	$0.00	$0	1	$0
Electrical Lighting	0	GSF	$0.00	$0	1	$0
Special Electrical Systems	0	GSF	$0.00	$0	1	$0
Equipment & Furnishings	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0
Other	1	LPSM	$0	$0	1	$0

Total Life Cycle of Alternate #3 **$23,639**

APPENDIX D: CALCULATIONS

NUTRIENT REDUCTION CALCULATIONS

FDEP ERP NUTRIENT REDUCTION CALCULATION REFERENCES

Woodard & Curran

Stormwater Control Measure Opportunity Benefits - Alternative 2
Stormwater Master Plan
City of LaBelle, FL

1551 North Westshore Boulevard | Suite 420
Tampa, Florida 33607
800.426.4262

Location	Total Catchment Area (ac)	Land Use	Land Cover	% DCIA[1]	ROC Value[2]	DCIA (ac)	Water Quality Volume (CF)			SCM Type	Surface Area (SF)	SCM Volume (CF)[4,12]	Resulting WQV Runoff Depth (in)	Annual Runoff Volume (ac-ft)	Total Nitrogen (TN)				Total Phosphorous (TP)				Flood Attenuation[9,10]	
							1" Overall	2.5" IA	Required[3]						EMC TN (mg/l)	Annual TN Load (lb/yr)[5,6]	TN Reduction Efficiency[7,8]	Annual TN Load Reduction (lb/yr)	EMC TP (mg/l)	Annual TP Load (lb/yr)[5,6]	TP Reduction Efficiency[7,8]	Annual TP Load Reduction (lb/yr)	Surface Area (SF)	Volume (CF)
1 (West)	1.8	Open Space (Parks)	Grass cover 50-75%	25%	0.207	0.5	6,587	4,117	6,587	Retention Basin	1,234	3,702	0.6	1.6	1.15	5.1	66%	3.3	0.055	0.2	66%	0.2	--	--
1 (East)	1.1	Roadway	Paved road w/ curbs	100%	0.809	1.1	3,812	9,531	9,531	Baffle Box	N/A	Size varies[11]	2.5	3.7	1.25	12.5	19%	2.4	0.173	1.7	16%	0.3	--	--
2	0.9	Residential	1/4 acre lots	40%	0.328	0.4	3,415	3,415	3,415	Retention Basin	875	2,625	0.8	1.3	1.77	6.4	76%	4.9	0.327	1.2	76%	0.9	--	--
3a	7.0	Residential	1/2 acre lots	25%	0.207	1.7	25,386	15,866	25,386	Wet Pond	8,500	25,500	1.0	6.3	1.65	28.1	40%	11.3	0.270	4.6	60%	2.8	--	--
3	21.2	Residential	1/2 acre lots	25%	0.207	5.3	77,062	48,164	77,062	Retention Basin	10,600	31,800	0.4	19.0	1.65	85.4	56%	47.8	0.270	14.0	56%	7.8	--	--
4	7.6	Residential	1/4 acre lots	40%	0.328	3.1	27,743	27,743	27,743	Wet Pond	6,700	20,100	0.7	10.9	1.77	52.3	40%	20.9	0.327	9.7	60%	5.8	33,000	99,000
5	8.1	Residential	1/2 acre lots	25%	0.207	2.0	29,277	18,298	29,277	Grass Swale	8,790	17,580	0.6	7.2	1.65	32.5	29%	9.4	0.270	5.3	29%	1.5	23,100	69,300
6	26.9	Residential	1/2 acre lots	25%	0.207	6.7	97,702	61,064	97,702	Wet Pond	33,054	99,162	1.0	24.1	1.65	108.3	40%	43.3	0.270	17.7	60%	10.6	--	--
7	14.5	Residential	1/2 acre lots	25%	0.207	3.6	52,701	32,938	52,701	Retention Basin	13,200	39,600	0.8	13.0	1.65	58.4	75%	43.8	0.270	9.6	75%	7.2	--	--
																	Sum	**187.0**			**Sum**	**37.0**		

Notes

1. Impervious area percentage are ballpark estimates using aerial imagery and the land use/land cover data from the USDA TR-55 Urban Hydrology for Small Watersheds. Refined area takeoffs should be performed when design is advanced.
2. The mean annual runoff coefficient (ROC) is a function of DCIA percentage and non-DCIA curve number. An assumed non-DCIA curve number of 40 was used, correlating to fully developed urban areas, open space, good condition (grass cover > 75%) HSG A.
3. The design water quality volume is to be the larger of either 1" of runoff over the entire watershed or 2.5" of runoff over the imperious area per the City's stormwater standards.
4. Average vertical storage depths were assumed across the surface area to calulate the volume of each SCM: 3 feet for retention basins, 2 feet for grass swales, and 3 feet for wet ponds.
5. Annual nitrogen and phosphorus loading calculated using the FDEP ERP Applicant's Handbook Volume I, Section 9 methodology and 52 inches of annual rainfall in LaBelle, Rainfall Zone 2.
6. Event mean concentration (EMC) values sourced from FDEP ERP Applicant's Handbook Volume 1, effective June 25, 2024.
7. Reduction efficiencies sourced from the 2021 Draft Statewide Best Management Practice (BMP) Efficiencies for Crediting Projects in Basin Management Action Plans (BMAPs) and Alternative Restoration Plans.
8. Assumed a maximum treatment efficiency of 84% and 37% for retention basins and grass swales respectively corresponding to 1" of runoff depth treated.
9. Flood storage basins are separate from and in addition to the SCMs and water quality benefits presented above.
10. Flood storage volumes are based on a 3 foot vertical storage depth across the surface area.

Woodard & Curran

1551 North Westshore Boulevard | Suite 420
Tampa, Florida 33607
800.426.4262

Stormwater Control Measure Opportunity Benefits - Alternative 3
Stormwater Master Plan
City of LaBelle, FL

Location	Total Catchment Area (ac)	Land Use	Land Cover	% DCIA[1]	ROC Value[2]	DCIA (ac)	Water Quality Volume (CF)			Peak Rate Attenuation (CF)[4]	SCM Type	Surface Area (SF)	SCM Volume (CF)[5,11]	Resulting WQV Runoff Depth (in)	Annual Runoff Volume (ac-ft)	Total Nitrogen (TN)				Total Phosphorous (TP)			
							1" Overall	2.5" IA	Required[3]							EMC TN (mg/l)	Annual TN Load (lb/yr)[5,6]	TN Reduction Efficiency[7,8]	Annual TN Load Reduction (lb/yr)	EMC TP (mg/l)	Annual TP Load (lb/yr)[5,6]	TP Reduction Efficiency[7,8]	Annual TP Load Reduction (lb/yr)
8	438.8	Open Space (Pasture)	Grass Cover >75%	5%	0.047	21.9	1,592,917	199,115	1,592,917	-	Wet Pond	545,273	1,635,819	1.0	89.37	3.03	736.3	40%	294.5	0.593	144.1	60%	86.5
9a	309.7	1/2 acre residential +Commercial+Industrial +Open Space (50-75%)	Mixed	50%	0.408	153.3	1,124,073	1,391,040	1,391,040	-	Wet Pond	463,680	1,391,040	2.5	547.48	1.36	2020.7	40%	808.3	0.269	400.0	60%	240.0
9b	357.1	1/2 acre residential +Commercial+Industrial +Open Space (50-75%)	Mixed	50%	0.408	178.5	1,296,217	1,620,271	1,620,271	-	Wet Pond	1,123,269	3,369,806	2.9	1120.40	1.36	4135.3	40%	1,654.1	0.269	818.7	60%	491.2
	163.8	Commercial + High Density Residential	Mixed	85%	0.689	139.2	594,620	1,263,567	1,263,567	1,749,535													
			Site 9b proposed increase in DCIA			48.7								**Sum 8 + 9b**	**1,209.8**			**Sum 8 + 9b**	**1,948.6**			**Sum 10+11b**	**577.7**

Notes

1. Impervious area percentages are ballpark estimates using aerial imagery and the land use/land cover data from the USDA TR-55 Urban Hydrology for Small Watersheds. Refined area takeoffs should be performed when design is advanced.
2. The mean annual runoff coefficient (ROC) is a function of DCIA percentage and non-DCIA curve number. An assumed non-DCIA curve number of 40 was used, correlating to fully developed urban areas, open space, good condition (grass cover > 75%) HSG A.
3. The design water quality volume is to be the larger of either 1" of runoff over the entire watershed or 2.5" of runoff over the imperious area per the City's stormwater standards.
4. The Site 9b peak rate attenuation volume is equal to the 25-year, 3-day storm event (9.89 inches, Atlas 14) over the proposed increase in DCIA (increase from 50% to 85% DCIA).
5. Average vertical storage depths were assumed across the surface area to calulate the volume of each SCM: 3 feet for retention basins, 2 feet for grass swales, and 3 feet for wet ponds.
6. Annual nitrogen and phosphorus loading calculated using the FDEP ERP Applicant's Handbook Volume I, Section 9 methodology and 52 inches of annual rainfall in LaBelle, Rainfall Zone 2.
7. Event mean concentration (EMC) values sourced from FDEP ERP Applicant's Handbook Volume 1, effective June 25, 2024.
8. Reduction efficiencies sourced from the 2021 Draft Statewide Best Management Practice (BMP) Efficiencies for Crediting Projects in Basin Management Action Plans (BMAPs) and Alternative Restoration Plans.
9. Assumed a maximum treatment efficiency of 84% and 37% for retention basins and grass swales respectively corresponding to 1" of runoff depth treated.
10. Impervious area percentage for site 9 is an average of the four different land covers.

Appendix M

Rainfall Criteria

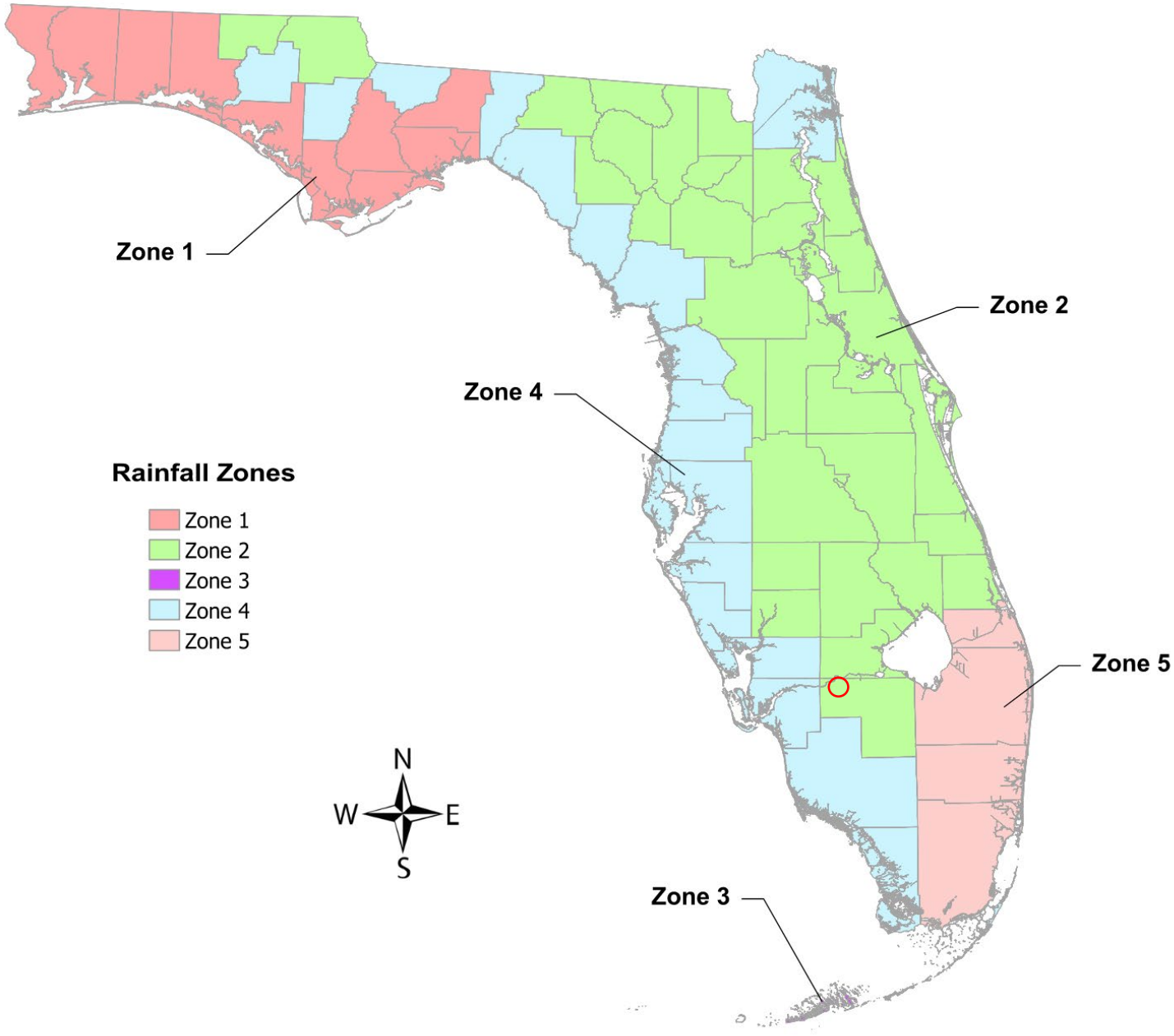
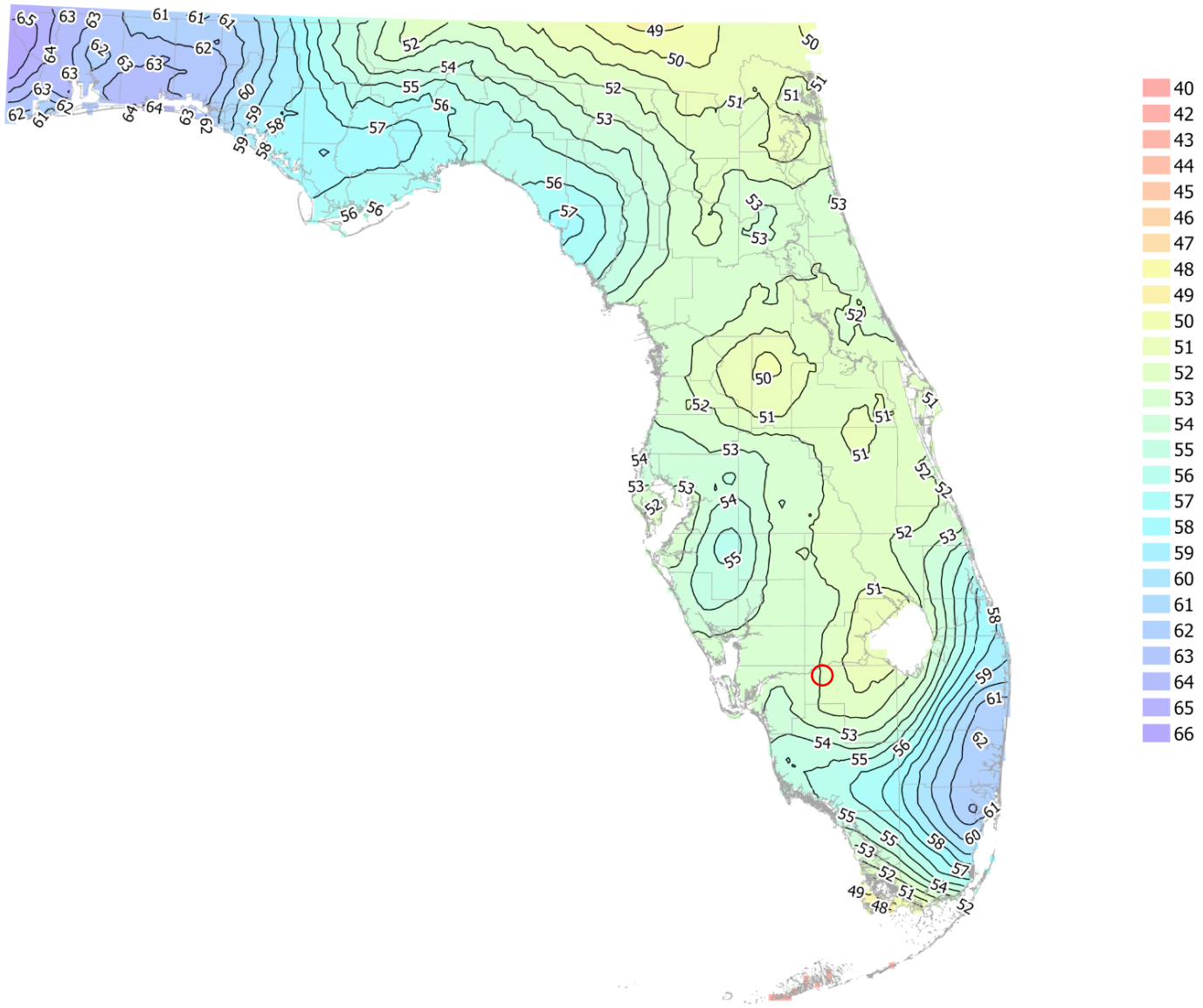


Figure 1: Designated Meteorological Regions (Zones) in Florida

Figure 2: Average Annual Rainfall Isopleth Map for Florida



ZONE 2

Mean Annual Runoff Coefficients (ROC Value) as a Function of DCIA Percentage and Non-DCIA Curve Number

NDCIA CN	0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
	0.002	0.043	0.083	0.123	0.164	0.204	0.244	0.285	0.325	0.366	0.406	0.446	0.487	0.527	0.567	0.608	0.648	0.688	0.729	0.769	0.809
35	0.004	0.044	0.085	0.125	0.165	0.205	0.246	0.286	0.326	0.366	0.407	0.447	0.487	0.528	0.568	0.608	0.648	0.689	0.729	0.769	0.809
40	0.007	0.047	0.087	0.127	0.167	0.207	0.248	0.288	0.328	0.368	0.408	0.448	0.488	0.528	0.569	0.609	0.649	0.689	0.729	0.769	0.809
45	0.010	0.050	0.090	0.130	0.170	0.210	0.250	0.290	0.330	0.370	0.410	0.450	0.490	0.530	0.570	0.610	0.650	0.690	0.729	0.769	0.809
50	0.015	0.055	0.095	0.134	0.174	0.214	0.254	0.293	0.333	0.373	0.412	0.452	0.492	0.531	0.571	0.611	0.651	0.690	0.730	0.770	0.809
55	0.022	0.061	0.101	0.140	0.179	0.219	0.258	0.298	0.337	0.376	0.416	0.455	0.494	0.534	0.573	0.613	0.652	0.691	0.731	0.770	0.809
60	0.030	0.069	0.108	0.147	0.186	0.225	0.264	0.303	0.342	0.381	0.420	0.459	0.498	0.537	0.576	0.615	0.654	0.693	0.731	0.770	0.809
65	0.042	0.080	0.119	0.157	0.195	0.234	0.272	0.311	0.349	0.387	0.426	0.464	0.502	0.541	0.579	0.618	0.656	0.694	0.733	0.771	0.809
70	0.057	0.095	0.133	0.170	0.208	0.245	0.283	0.321	0.358	0.396	0.433	0.471	0.509	0.546	0.584	0.621	0.659	0.697	0.734	0.772	0.809
75	0.079	0.116	0.152	0.189	0.225	0.262	0.298	0.335	0.371	0.408	0.444	0.481	0.517	0.554	0.590	0.627	0.663	0.700	0.736	0.773	0.809
80	0.111	0.146	0.181	0.216	0.251	0.285	0.320	0.355	0.390	0.425	0.460	0.495	0.530	0.565	0.600	0.635	0.670	0.705	0.740	0.774	0.809
85	0.160	0.192	0.225	0.257	0.290	0.322	0.355	0.387	0.420	0.452	0.485	0.517	0.550	0.582	0.614	0.647	0.679	0.712	0.744	0.777	0.809
90	0.242	0.270	0.299	0.327	0.355	0.384	0.412	0.440	0.469	0.497	0.526	0.554	0.582	0.611	0.639	0.667	0.696	0.724	0.753	0.781	0.809
95	0.404	0.424	0.444	0.464	0.485	0.505	0.525	0.546	0.566	0.586	0.606	0.627	0.647	0.667	0.688	0.708	0.728	0.749	0.769	0.789	0.809
98	0.595	0.605	0.616	0.627	0.638	0.648	0.659	0.670	0.680	0.691	0.702	0.713	0.723	0.734	0.745	0.756	0.766	0.777	0.788	0.799	0.809

APPENDIX E: DOCUMENTATION

COST AND EFFECTIVENESS CERTIFICATION

LEGAL ADVERTISEMENT AFFIDAVIT

RESOLUTION

CERTIFIED MEETING MINUTES

SITE CERTIFICATION

FISCAL SUSTAINABILITY CERTIFICATION

STATE OF FLORIDA STATE REVOLVING FUND (SRF)
PROJECT SPONSOR'S COST AND EFFECTIVENESS CERTIFICATION
AND WATER/ENERGY CONSERVATION CERTIFICATION

Project Sponsor: The City of LaBelle
Project Name: The City of LaBelle Storm Water Facility Plan
Project Number: LPA0312

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). Sections 602(b)(13)(A) and (B) of the FWPCA requires that the loan recipient:

> *(A) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and*
>
> *(B) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account –*
> *(i) the cost of constructing the project or activity;*
> *(ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and*
> *(iii) the cost of replacing the project or activity;*

We certify that the above referenced project meets the requirements set for in Sections 602(b)(13)(A) and (B) of the FWPCA. We also certify that the documentation justifying this certification will be made available upon request.

We understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

Project Authorized Representative

Print Name: Julie C. Wilkins

Signature: _____

Date: _____

Professional Engineer

Print Name: Amanda Boone

Signature: _____

Date: _____

STATE OF FLORIDA STATE REVOLVING FUND (SRF)
PROJECT SPONSOR'S FISCAL SUSTAINABILITY PLAN CERTIFICATION

Project Sponsor: The City of LaBelle
Project Name: The City of LaBelle Storm Water Facility Plan
Project Number: LPA0312

On June 10, 2014, the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). Section 603(d)(1)(E) of the FWPCA requires a loan recipient to certify regarding the development and implementation of a fiscal sustainability plan.

> *(E) for a treatment works proposed for repair, replacement, or expansion, and eligible for assistance under subsection (c)(1), the recipient of a loan shall –*
> *(i) develop and implement a fiscal sustainability plan that includes –*
> *(I) an inventory of critical assets that are a part of the treatment works;*
> *(II) an evaluation of the condition and performance of inventoried assets or asset groupings;*
> *(III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and*
> *(IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or*
> *(ii) certify that the recipient has developed and implemented a plan that meets the requirements under clause (i);*

I understand that a fiscal sustainability plan must be developed and implemented for the above referenced project, and certify that the developed plan meets the requirements set forth with Section 603(d)(1)(E) of the FWPCA.

I also certify that this fiscal sustainability plan will be implemented prior to the final loan disbursement.

I understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

Julie C. Wilkins
Typed Name and Title of the Sponsor's Authorized Representative

Julie C Wilkins
Signature of the Sponsor's Authorized Representative

10-16-2024
Date

SITE CERTIFICATIONS **EXHIBIT WW-05a**

AUTHORIZED REPRESENTATIVE'S SITE CERTIFICATION

Project Number LPA0312

Project Description To provide condition assessments and simulations to identify existing deficiencies and needed improvements via a 20 year Facility Plan Study. These findings will be used in the city's Capital Improvement Plan to address any issues.

I do hereby certify as to the following:

1. The City of LaBelle has acquired all real property or real property rights that are or will be, required for the construction, operation and maintenance of the Project described above.

2. All real property and real property rights required for the entire Project were acquired in accordance with the State and local requirements.

Dated this 14th day of October, 20 24

Julie C Wilkins

Signature of Authorized Representative

Julie C. Wilkins

Name (print)

Mayor

Title

New - August 26, 2004

Woodard & Curran

woodardcurran.com

RESOLUTION 2024-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE STORMWATER FACILITY PLAN FOR THE IMPLEMENTATION OF STORMWATER SYSTEM IMPROVEMENTS, EFFECTIVE THIS DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of stormwater facilities; and Florida Administrative Code requires the formal authorization by City Commission to formally adopt a facility plan outlining necessary Stormwater facility improvements to comply with State of Florida funding requirements; and

WHEREAS, formal adoption of the proposed Facility Plan is required for the City of LaBelle to participate in the State Revolving Loan Fund Program; and

WHEREAS, the City Commission of the City of LaBelle, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for the purpose of Stormwater System Improvements; and

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of LaBelle, Florida formally approves and adopts the City of Labelle Facility Plan as written and presented to the City Commission on this 12th day of December, 2024.

SECTION 1. **FINDINGS** The foregoing findings are incorporated herein by reference and made a part hereof.

The City of LaBelle Florida is authorized to approve the proposed Facility Plan.

The Mayor is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.

The Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the Drinking Water facility improvements. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The Mayor is authorized to delegate responsibility to appropriate City Staff to carry out technical, financial, and administrative activities associated with the Facility Plan.

The legal authority for adoption of this facility plan is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 2. **EFFECTIVE DATE** This Resolution shall take effect upon its approval and adoption by the City Commission.

APPROVED AND ADOPTION THIS 12TH DAY OF DECEMBER, 2024.

CITY COMMISSION
CITY OF LABELLE, FLORIDA

_____
MAYOR **(SEAL)**

ATTEST:

_____

APPROVED AS TO FORM AND CORRECTNESS:

_____

Range of Checking Accts: First to Last Range of Check Dates: 11/01/24 to 11/30/25
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void	Ref Num	
GEN FUND POOLED GENERAL FUND POOLED CASH							
1657	11/01/24	SOFDU	ST OF FL. DISBURSEMENT UNIT	166.92		9270	
1678	11/07/24	ABP	ACCENT BUSINESS PRODUCTS	87.38		9280	
1679	11/07/24	BCSI	BUILDERS CHOICE SUPPLY INC	9.39		9280	
1680	11/07/24	BSA	BRIDGE STREET AUTO PARTS	526.15		9280	
1681	11/07/24	CHS	CALOOSA HUMANE SOCIETY	3,960.00		9280	
1682	11/07/24	CLA	COLONIAL LIFE & ACCIDENT INS.	134.21		9280	
1683	11/07/24	COMCAST	COMCAST	203.19		9280	
1684	11/07/24	DEREKSD	DEREK'S DETAILING & PRESSURE	200.00		9280	
1685	11/07/24	FMPT	FL MUNICIPAL PENSION TRUST FND	13,684.08		9280	
1686	11/07/24	FPL	FLORIDA POWER & LIGHT	26.91		9280	
1687	11/07/24	ISBC	IPITOMY SMARTER BUSINESS COMMU	76.01		9280	
1688	11/07/24	KME	KENNY GLISSON	40.00		9280	
1689	11/07/24	LCBOCC	LEE COUNTY SOLID WASTE	41.85		9280	
1690	11/07/24	LEGALSH	LEGAL SHIELD	73.75		9280	
1691	11/07/24	LISAA	LISA AWBREY	165.90		9280	
1692	11/07/24	LNATL	GLOBE LIFE	30.84		9280	
1693	11/07/24	NATIO005	NATIONAL WILD TURKEY FEDERATIO	250.00		9280	
1694	11/07/24	UNWAYLEE	UNITED WAY OF LEE COUNTY	26.00		9280	
1695	11/07/24	AAPE	AACTION POWER EQUIPMENT LLC	198.97		9282	Direct Deposit
1696	11/07/24	AES	AIM ENGINEERING & SURVEYING	803.90		9282	Direct Deposit
1697	11/07/24	AMACS	AMAZON CAPITAL SERVICES	585.51		9282	Direct Deposit
1698	11/07/24	CIVIC	CIVICPLUS LLC	262.50		9282	Direct Deposit
1699	11/07/24	CULL	CULLIGAN WATER	404.00		9282	Direct Deposit
1700	11/07/24	DEXI	DEX IMAGING LLC	318.27		9282	Direct Deposit
1701	11/07/24	LDRC	LABELLE DOWNTOWN	1,741.00		9282	Direct Deposit
1702	11/07/24	MJW	MARY JO WILSON	190.00		9282	Direct Deposit
1703	11/07/24	PRM	PUBLIC RISK MANAGEMENT	43,177.27		9282	Direct Deposit
1704	11/07/24	TERMAI	TERRA MAINTENANCE CO	626.00		9282	Direct Deposit
1705	11/07/24	THEMA005	THE MAKER'S MOTIF INC.	168.00		9282	Direct Deposit
1677	11/08/24	SOFDU	ST OF FL. DISBURSEMENT UNIT	166.92		9278	
1706	11/08/24	FDOR	FLORIDA DEPT OF REVENUE	961.20		9284	
1708	11/14/24	AAP	ADVANCE AUTO PARTS	475.82		9287	
1709	11/14/24	AFL	AMERICAN FAMILY LIFE ASSR CO.	409.95		9287	
1710	11/14/24	ATTM	AT&T MOBILITY	523.29		9287	
1711	11/14/24	AZ	AUTO ZONE	565.38		9287	
1712	11/14/24	BCSI	BUILDERS CHOICE SUPPLY INC	72.00		9287	
1713	11/14/24	CLINK	CENTURYLINK	50.40		9287	
1714	11/14/24	DAR	DEBBIE A REYES	500.00		9287	
1715	11/14/24	FEBCO	FRANK E BROWNING	33.39		9287	
1716	11/14/24	FPL	FLORIDA POWER & LIGHT	128.88		9287	
1717	11/14/24	HCBOCC	HENDRY CO BOARD COUNTY COMM	15,958.17		9287	
1718	11/14/24	KME	KENNY GLISSON	25.00		9287	
1719	11/14/24	LISAA	LISA AWBREY	145.66		9287	
1720	11/14/24	LMB	LETICIA MENDEZ BOTELLO	250.00		9287	
1721	11/14/24	SOUTHAPP	SOUTHEAST APPARATUS, LLC	731.28		9287	
1722	11/14/24	VAH	VISION ACE HARDWARE-LABELLE	658.28		9287	
1723	11/14/24	AMACS	AMAZON CAPITAL SERVICES	1,836.92		9289	Direct Deposit
1724	11/14/24	CDWLL005	CDW LLC	1,314.41		9289	Direct Deposit
1725	11/14/24	LWS	LIGHTNING WIRELESS SOLUTIONS	540.00		9289	Direct Deposit

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED GENERAL FUND POOLED CASH Continued						
1726	11/14/24	PTLLC	PROTECTED TRUST LLC	2,104.60		9289 Direct Deposit
1727	11/14/24	SSW	SHARON SANDERS WHITE	110.00		9289 Direct Deposit
1728	11/14/24	TERMAI	TERRA MAINTENANCE CO	626.00		9289 Direct Deposit
1707	11/15/24	SOFDU	ST OF FL. DISBURSEMENT UNIT	166.92		9285
1730	11/20/24	COLW	CITY OF LABELLE, WATER & SANIT	5,278.70		9292
1731	11/20/24	CENTLINK	CENTURYLINK	368.44		9294
1732	11/20/24	COLW2	CITY OF LABELLE WATER AND SANI	2,477.37		9294
1733	11/20/24	COMCAST	COMCAST	219.90		9294
1734	11/20/24	CTTF	COUNTY TRANSPORTATION TRST FND	5,606.30		9294
1735	11/20/24	FLOM	FLORIDA LEAGUE OF MAYORS	350.00		9294
1736	11/20/24	FPL	FLORIDA POWER & LIGHT	1,075.71		9294
1737	11/20/24	HRCH	HENDRY REGIONAL CORP. HEALTH	40.00		9294
1738	11/20/24	WLMINC	WOLFF'S LAWN MACHINES INC	83.99		9294
1739	11/20/24	AAPE	AACTION POWER EQUIPMENT LLC	228.30		9296 Direct Deposit
1740	11/20/24	AMACS	AMAZON CAPITAL SERVICES	697.23		9296 Direct Deposit
1741	11/20/24	CIVIC	CIVICPLUS LLC	4,397.40		9296 Direct Deposit
1742	11/20/24	EDMUNDS	EDMUNDS GOVTECH	300.00		9296 Direct Deposit
1743	11/20/24	JOSHR	JOSHUA RIMES	2,600.00		9296 Direct Deposit
1744	11/20/24	RVE	RVE, INC. D/B/A RVI	8,220.00		9296 Direct Deposit
1745	11/21/24	SUNSP005	SUN SPORTS CYCLE AND WATER	26,386.34		9298
1729	11/22/24	SOFDU	ST OF FL. DISBURSEMENT UNIT	166.92		9291
1747	11/26/24	FFCA	FLORIDA FIRE CHIEFS' ASSOC.	125.00		9301
1748	11/26/24	HLRB	HENDRY-LABELLE REC BOARD	44,000.00		9301
1749	11/26/24	HO	HOMERO OLIVAREZ, JR	150.00		9301
1750	11/26/24	HUGVAR	HUGO VARGAS	351.08		9301
1751	11/26/24	KME	KENNY GLISSON	25.00		9301
1752	11/26/24	LRS	LABELLE RANCH SUPPLY	38.00		9301
1753	11/26/24	MCS	MONRO COMMERCIAL SOLUTIONS	2,787.20		9301
1754	11/26/24	MGB	MA GUADALUPE BEDOLLA JIMENEZ	500.00		9301
1755	11/26/24	PHILLIPS	PHILLIPS A/C & HEATING SERVICE	176.25		9301
1756	11/26/24	VISA	VISA	4,912.28		9301
1757	11/26/24	WSC	WINDMILL SPRINKLER CO., INC.	111.40		9301
1758	11/26/24	NP	NEWS-PRESS	2,303.02		9303 Direct Deposit
1759	11/26/24	ODP	ODP BUSINESS SOLUTIONS, LLC	174.69		9303 Direct Deposit
1760	11/26/24	OMNI	OMNI TECHNOLOGIES ALLIANCE LLC	1,946.00		9303 Direct Deposit
1746	11/27/24	SOFDU	ST OF FL. DISBURSEMENT UNIT	166.92		9299

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	59	0	136,921.92	0.00
Direct Deposit:	26	0	75,873.99	0.00
Total:	85	0	212,795.91	0.00

UTILITY DEPOSIT Water Revenue Deposit						
2498	11/07/24	U-000140	THAIRAPY SESSIONS LLC	47.52		9279
2499	11/07/24	U-000141	BHAGWANDIN, VICTORIA D	5.24		9279
2500	11/07/24	U-000142	MENDOZA, ZENIA YVETTE	83.97		9279
2501	11/07/24	U-000143	DOSAL, MICAELA	32.24		9279
2502	11/07/24	U-000144	RANGEL, SOLEDAD	79.52		9279
2503	11/07/24	U-000145	GALLEGOS, EMMA REGINA	38.96		9279
2504	11/07/24	U-000146	TOWNSEND, MELODY - KOSH RHONDA	223.68		9279
2505	11/07/24	U-000147	CONYERS, MARLENE	65.59		9279
2506	11/07/24	U-000148	CONYERS, MARLENE	43.63		9279

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void	Ref Num	
UTILITY DEPOSIT	Water Revenue Deposit		Continued				
2507	11/14/24	U-000149	GARCIA, ANGELICA KATIE	52.94		9286	
2508	11/20/24	U-000150	JIMENEZ, JESUS	55.95		9293	
2509	11/20/24	U-000151	BARNES, CHARLES ADAM & BRITTAN	155.76		9293	
2510	11/20/24	U-000152	BARRENECHE LLC	82.65		9293	
2511	11/20/24	U-000153	LOPEZ BRAVO, ELOIDA KARINA	91.52		9293	
2512	11/20/24	U-000154	MCHAYLE,SANYA	133.19		9293	
2513	11/20/24	U-000155	KITLEY, BRENDA	120.72		9293	
2514	11/20/24	U-000156	JOHNSON, DONALD DEWAYNE	130.61		9293	
2515	11/20/24	U-000157	UNIVERSAL SOLUTIONSOF SWFL LLC	54.20		9293	
2516	11/20/24	U-000158	MCCON BUILDING CORPORATION	277.88		9293	
2517	11/26/24	U-000159	MORENO, JESSE	65.00		9300	
2518	11/26/24	U-000160	M&K LUCKY HEART II LLC	54.84		9300	

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	21	0	1,895.61	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	21	0	1,895.61	0.00

UTILITY POOLED	UTILITY FUND POOLED CASH						
804	11/04/24	POL	POSTMASTER - LABELLE, FL.	1,300.00		9277	
805	11/07/24	ABP	ACCENT BUSINESS PRODUCTS	70.50		9281	
806	11/07/24	BSA	BRIDGE STREET AUTO PARTS	1,228.36		9281	
807	11/07/24	CORE	CORE & MAIN LP	3,825.10		9281	
808	11/07/24	FPL	FLORIDA POWER & LIGHT	135.21		9281	
809	11/07/24	ISBC	IPITOMY SMARTER BUSINESS COMMU	19.00		9281	
810	11/07/24	WASTEC	WASTE CONNECTIONS INC	90,323.77		9281	
811	11/07/24	BMI	BADGER METER INC.	114.66		9283	Direct Deposit
812	11/07/24	CULL	CULLIGAN WATER	22.25		9283	Direct Deposit
813	11/07/24	PRM	PUBLIC RISK MANAGEMENT	8,284.73		9283	Direct Deposit
814	11/07/24	WOODARD	WOODARD & CURRAN INC	142,931.54		9283	Direct Deposit
815	11/14/24	ATTM	AT&T MOBILITY	35.26		9288	
816	11/14/24	FPL	FLORIDA POWER & LIGHT	627.11		9288	
817	11/14/24	HCTC	HENDRY COUNTY TAX COLLECTOR	20,345.55		9288	
818	11/14/24	LUMEN	LUMEN	624.17		9288	
819	11/14/24	VAH	VISION ACE HARDWARE-LABELLE	29.67		9288	
820	11/14/24	PTLLC	PROTECTED TRUST LLC	461.50		9290	Direct Deposit
826	11/20/24	TRIESTAG	TRIEST AG GROUP INC	113.24		9297	Direct Deposit
821	11/21/24	CENTLINK	CENTURYLINK	122.82		9295	
822	11/21/24	COLW2	CITY OF LABELLE WATER AND SANI	1,336.29		9295	
823	11/21/24	CTTF	COUNTY TRANSPORTATION TRST FND	554.81		9295	
824	11/21/24	FPL	FLORIDA POWER & LIGHT	334.30		9295	
825	11/21/24	POL	POSTMASTER - LABELLE, FL.	1,300.00		9295	
827	11/26/24	PHILLIPS	PHILLIPS A/C & HEATING SERVICE	58.75		9302	
828	11/26/24	VISA	VISA	2,568.80		9302	
829	11/26/24	EVERG005	EVERGLADES EQUIPMENT GROUP	967.10		9304	Direct Deposit
830	11/26/24	FWEI	FOUR WATERS ENGINEERING, INC	24,827.71		9304	Direct Deposit
831	11/26/24	OMNI	OMNI TECHNOLOGIES ALLIANCE LLC	139.00		9304	Direct Deposit

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num

UTILITY POOLED UTILITY FUND POOLED CASH Continued

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	19	0	124,839.47	0.00
Direct Deposit:	9	0	177,861.73	0.00
Total:	28	0	302,701.20	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	99	0	263,657.00	0.00
Direct Deposit:	35	0	253,735.72	0.00
Total:	134	0	517,392.72	0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	4-001	9,231.62	0.00	0.00	9,231.62
GENERAL FUND	5-001	194,601.38	0.00	8,962.91	203,564.29
WATER FUND	5-041	96,522.20	0.00	0.00	96,522.20
SEWER FUND	5-042	115,855.23	0.00	0.00	115,855.23
SANITATION OPERATION FUND	5-043	90,323.77	0.00	0.00	90,323.77
Year Total:		497,302.58	0.00	8,962.91	506,265.49
WATER FUND	X-041	553.70	0.00	0.00	553.70
SEWER FUND	X-042	652.08	0.00	0.00	652.08
SANITATION OPERATION FUND	X-043	689.83	0.00	0.00	689.83
Year Total:		1,895.61	0.00	0.00	1,895.61
Total Of All Funds:		508,429.81	0.00	8,962.91	517,392.72

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	203,833.00	0.00	8,962.91	212,795.91
WATER FUND	041	97,075.90	0.00	0.00	97,075.90
SEWER FUND	042	116,507.31	0.00	0.00	116,507.31
SANITATION OPERATION FUND	043	91,013.60	0.00	0.00	91,013.60
Total Of All Funds:		508,429.81	0.00	8,962.91	517,392.72

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	4-001	9,231.62	0.00	0.00	0.00	9,231.62
GENERAL FUND	5-001	194,601.38	0.00	0.00	0.00	194,601.38
WATER FUND	5-041	96,522.20	0.00	0.00	0.00	96,522.20
SEWER FUND	5-042	115,855.23	0.00	0.00	0.00	115,855.23
SANITATION OPERATION FUND	5-043	90,323.77	0.00	0.00	0.00	90,323.77
Year Total:		497,302.58	0.00	0.00	0.00	497,302.58
WATER FUND	X-041	553.70	0.00	0.00	0.00	553.70
SEWER FUND	X-042	652.08	0.00	0.00	0.00	652.08
SANITATION OPERATION FUND	X-043	689.83	0.00	0.00	0.00	689.83
Year Total:		1,895.61	0.00	0.00	0.00	1,895.61
Total Of All Funds:		508,429.81	0.00	0.00	0.00	508,429.81

CITY OF LABELLE

MINUTES

Local Planning Agency Meeting
Thursday, October 24, 2024, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

ADMINISTRATION:

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

Minutes

1. Call to Order

The meeting was called to order by Mayor Wilkins at 8:36 PM.

2. Invocation and Pledge of Allegiance

Waived.

3. Roll Call

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

ABSENT
Tijauna Warner, Deputy City Clerk

4. New Business

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

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Vargas to approve Ordinance 2024-10 as outlined in the staff report and amended as follows: excluding the school site from open space calculations and including having the developer connect to this school to have sidewalks internally which goes out to their property line with the developer being responsible for the sidewalk connections on their property in the future and move forward to first reading, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

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

FAMILY-LOW DENSITY (R-1A), AND SINGLE-FAMILY MEDIUM DENSITY (R-1) TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Spratt to approve Ordinance 2024-11 as outlined in the staff report and amended as follows: including a ten (10) year extension starting from the date of new ordinance, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed (4-1).
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas
Voting Nay: Commissioner Akins

5. Adjournment

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 8:43 PM.

_____
Julie C. Wilkins, Mayor

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

CITY OF LABELLE

MINUTES

Regular Commission Meeting
Thursday, October 24, 2024, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

ADMINISTRATION:

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

Minutes

1. Call to Order

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

2. Invocation and Pledge of Allegiance

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

3. Roll Call

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

ABSENT
Tijauna Warner, Deputy City Clerk

A. Rate Increases 80% Sewer and 50% Water

Mayor Wilkins asked for consent to move Items 7F Rate Increase 80% Sewer and 50% Water up to the top of the agenda.

Public Hearing Opened on Rate Increases 80% Sewer and 50% Water at 5:46 p.m.

The following Thirty-one (31) citizens commented as not in favor of the rate increase:

Donna Hodges *(resident)*, John Prosser *(resident)*, Ramiro Rodriguez *(resident)*, Jim Barnhart *(resident)*, Adelina Contrerus (*resident)*, Linda Hogan *(resident)*, Ricky Chairez *(resident)*, Tracy Co *(resident)*, Petra Esquirel *(resident),* Phillip Keyer *(resident)*, Ray Garreau Sr. *(resident)*, Rosa Marroquin *(resident)*, Karen Hoover *(resident)*, Becky Knok *(resident)*, Bruce Dixon *(resident)*, Susan Moore *(resident)*, Brenda Strickland *(resident)*, Patricia Martin *(resident)*, John Wegner *(resident)*, Noe Moreno (resident), James Weidman (resident), Delores Agnus *(resident)*, Christina Davidson *(resident)*, Jayson Dodson *(non-resident)*, Patt Hoare *(resident)*, Joe Leon *(resident)*, Delia Miners *(resident)*, Tina Dela Rosa *(resident)*, Roel Herrera *(resident)*, and Leonard Enriquez *(resident).*

Robert Cote *(resident)* submitted a comment card and withdrew comment.

Public Hearing Closed on Rate Increases 80% Sewer and 50% Water at 8:59 p.m.

Motion made by Commissioner Vargas to approve a rate increase of 50% Water and 50% Sewer.

Motion made by Commissioner Vargas to amend the motion to approve a rate Increase of 50% Water and 50% Sewer, no increase next year, study done 2nd year, CPI Indexing

3rd year and every year thereafter, Seconded by Commissioner Spratt. Mayor Wilkins called for the questions. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Five (5) Minutes Recess

4. Presentations

None.

5. Consent Agenda Items for Consideration

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

A. Approval of September Check Register

B. Approval of Minutes:

September 12, 2024 LPA Meeting Minutes

September 12, 2024 City Commission Meeting Minutes

September 13, 2024 Tentative Budget Hearing Meeting Minutes

September 27, 2024 City Commission Workshop Minutes

September 27, 2024 Final Budget Hearing Meeting Minutes

C. Approval of Staff Reports:

-HCSO- Lt. Hudson

-Fire Department- Chief Stevens

-Building Department- Mark Lynch

-Code Enforcement- Zane Mungillo

-Planning and Zoning- Alexis Crespo

-Finance- Lilly Davenport

-Public Works- Mitch Wills

-Woodard & Curran- Justin deMello

-Four Waters Engineering- Laura Constantino

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

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

F. RESOLUTION 2024-27 A RESOLUTION OF THE CITY OF LABELLE, FLORIDA DECLARING CERTAIN REAL PROPERTY AS SURPLUS AND AUTHORIZING THE MAYOR TO DISPOSE OF SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Engineering Proposal for Citrus Street Wastewater Treatment Plant Upgrades

H. LaBelle Clean Water Facility Plan SAHFI Amendment Proposal

I. LaBelle Drinking Water Facility Plan SAHFI Amendment Proposal

J. LaBelle Clean Water Fiscal Solutions SAHFI Amendment Proposal

K. LaBelle Drinking Water Fiscal Solutions SAHFI Amendment Proposal

L. Forrey Park - Steven Lynn, Director of Parks & Recreation

M. Tetra Tech Master Services Agreement RFQ 2024-02

N. Woodard & Curran Master Services Agreement RFQ 2024-02

O. WWTF Emergency Upgrades Recommendation of Award

P. LaBelle Septic to Sewer Phases G-H-I

Q. Hendry County School District and Community Signage

R. LaBelle DW260390 SAHFI Drinking Water Agreement *(addition)*

S. Consent for Mayor to Sign LaBelle SAHFI Clean Water Agreement *(addition)*

T. DEP Agreement WG037 Change Order No. 2 *(addition)*

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

City Commission Meeting Recessed for seven (7) minutes

Roll Call:

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

6. Non-Public Hearing Items for Consideration

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

A. 2025 Legislative Priorities

Motion made by Commissioner Akin to approve the 2025 Legislative Priorities, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

B. Discussion Marijuana Ordinance

LaBelle City Commission gave consent for Derek Rooney to prepare a marijuana ordinance.

C. Discussion Tree Height Ordinance

Motion made by Commissioner Spratt to approve Mitch Wills recommendation of DOT Standard Tree Height 14'8", Seconded by Commissioner Akin. Mayor Wilkins called for the question. A discussion ensued. Motion passed (3-2).
Voting Yea: Commissioner Akin, Commissioner Ratica, Commissioner Spratt
Voting Nay: Mayor Wilkins, Commissioner Vargas

D. Compliance Update, Audit Update, & Financial Reporting - Lilly Davenport, Finance Director

Lilly Davenport explained that not all of the commissioners were aware that when we took the final vote on the budget, we did not secure an adequate number of "yes" votes to maintain the millage rate at 5.25. This issue became apparent when she completed the TRIM notices, which automatically defaulted to a rate of 5.1414. As a result, the city is technically in violation of state statute, and she anticipates receiving a letter from the state notifying us of this deficiency. Consequently, we will need to re-advertise and hold a new vote on the millage rate.

Additionally, Lilly disclosed during the final budget hearing, she realized that in preparing the original budget, she had based the ad valorem taxes on the adjusted property tax values rather than the gross tax values. She corrected this in the final budget, the advertisement still reflected the incorrect amount, which places us in technical violation of the statute. Although we have addressed the issue, we will still need to redo the advertisement.

7. Public Hearings and/or Ordinances

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

Derek Rooney read Ordinance 2024-07 into the record and gave a brief explanation.

Public Hearing Opened

Public Hearing Closed

LaBelle City Commission gave consent to move Ordinance 2024-07 to second reading.

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

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

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Vargas to approve Ordinance 2024-08, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed

unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

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

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

Public Hearing Opened

Steven Lynn (Rec Board) inquired if there's any way to stop parents from blocking staff in the parking lot.

Public Hearing Closed

Motion made by Commissioner Ratica to approve Ordinance 2024-09, Seconded by Commissioner Akin. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

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

Derek Rooney read Ordinance 2024-10 into the record and gave a brief explanation.

Public Hearing Opened

Public Hearing Closed

LaBelle City Commission gave consent to move Ordinance 2024-10 to second reading.

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

Derek Rooney read Ordinance 2024-11 into the record and gave a brief explanation.

Public Hearing Opened

Public Hearing Closed

LaBelle City Commission gave consent to move Ordinance 2024-11 to second reading.

Motion made by Commissioner Spratt to approve rescinding approval of Consent Agenda Item 5Q and reconsidering, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

Motion made by Commissioner Spratt to approve rejecting Hendry County School District and Community Signage, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Akin, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

8. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

Steven Lynn inquired when will the Singleton Building be added to the agenda.

Mayor Wilkins advised that the matter is delayed pending clarification of the language due to all the amendments over the years.

9. City Related Business by Commissioners

A. Commissioner Akin

None.

B. Commissioner Ratica

None.

C. Commissioner Spratt

Commissioner Spratt inquired if there were funds to assist with the opening of the museum. A discussion ensued.

D. Commissioner Vargas - Single Family Zoning Permit

Commissioner Vargas informed the commission that he was invited to speak at the Department of Juvenile Justice in Lee County. He met with several troubled teenagers and successfully engaged them for about 45 minutes. He received a call from Alfredo Suarez, a retired veteran and martial arts studio owner, regarding parking issues. We were able to resolve the concerns he raised. He advised he had a successful Christmas meeting with staff, and we're excited about the direction we're headed in, particularly with our lighting initiatives. He met with Jessica Hood from the Health Department to gather information for the League of Cities' Policy and Legislative Committee, particularly concerning temporary workforce housing. Although this may not be a priority, he believes there's an opportunity to link this to the Live Local Act, which he will explore in the upcoming meeting. Lastly, he had a meeting with Jamie Paul from South LaBelle, who provided valuable insights on issues we need to address.

E. Mayor Wilkins

None.

10. Adjournment

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 10:17 PM.

_____
Julie C. Wilkins, Mayor

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

CITY OF LABELLE

MINUTES

Regular Commission Meeting
Thursday, November 14, 2024, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

ADMINISTRATION:

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

Minutes

1. Call to Order

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

2. Invocation and Pledge of Allegiance

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

3. Roll Call

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

ABSENT
Commissioner Daniel Akin

4. Presentations

A. Heartland Regional Transportation Planning Organization - Marybeth Soderstrom, Staff Services Director

Mary Soderstrom gave a brief presentation about Heartland Regional Transportation Planning Organization history, mission, goals, and responsibilities.

B. Woodard & Curran Year 3 O&M Budget Surplus - Glenn Burden (Area Manager/Senior Principal)

Glenn Burden presented the City of LaBelle with a check for $67,846 after budget reconciliation.

5. Consent Agenda Items for Consideration

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

A. Approval of October Check Register

B. Approval of Staff Reports:

-HCSO- Lt. Allen K. Hudson

-Fire Department- Chief Brent Stevens

-Building Department- Mark Lynch

-Code Enforcement- Zane Mungillo

-Planning and Zoning- Alexis Crepos

-Finance- Lilly Davenport

-Public Works- Mitch Wills

-Woodard & Curran- Justin DeMello

-Four Waters Engineering- Laura Constantino

C. RFQ 2024-03 Recommendation of Award Letter

Motion made by Commissioner Spratt to approve Consent Agenda Items removing Item 5D. City of LaBelle Closure New Years, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

6. Non-Public Hearing Items for Consideration

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

A. City of LaBelle Office Closure New Years

Motion made by Commissioner Vargas to approve half day on December 23rd, 24th & 25th off, half day 31st & off on January 1, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously. Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

B. Streamline LLC & BOCC (110 Broward Avenue) Tree Removal Permit Application

Mayor Wilkins recessed the commission meeting at 7:14 PM.

Mayor Wilkins called the commission meeting back to order at 7:20 PM.

Dessie Thomas advised she is not in-favor of the tower due to a study stating it may cause cancer.

Motion made by Commissioner Ratica to approve Tree Trimming in the effort to save the tree, if the tree dies the company will replace the tree per city code, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

C. LaBelle Heritage Museum Donation Request

Sue Moss gave a brief description of the LaBelle Heritage Museum and asked for donations to pay everyday expenses of $6,500. A discussion ensued.

D. Request to Purchase UTV - Chief Brent Stevens

Motion made by Commissioner Vargas to approve the Request to Purchase UTV at the lowest quote, Seconded by Mayor Wilkins. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

E. Road Closure for MLK Parade

Dessie Thomas gave a brief description of the upcoming MLK Parade and requested approval for road closure from the commission.

Motion made by Commissioner Ratica to approve the Road Closure for the MLK Parade, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

F. LaBelle Fire Department Pension Board Member Appointment

Chief Brent Stevens requested the commission approve the appointment of Kendall Owens to the LaBelle Fire Department Pension Board.

Motion made by Commissioner Vargas to approve the appointment of Kendall Owens to the LaBelle Fire Department Pension Board, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

7. Public Hearings and/or Ordinances

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

Derek Rooney read Ordinance 2024 - 07 title into the record.

Public Hearing Opened at 7:50 PM

Public Hearing Closed at 7:51 PM

Motion made by Commissioner Ratica to approve Ordinance 2024-07 Downtown Business District Architectural Guidelines, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

B. ORDINANCE 2024-10 *(second reading)* AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2022-03 FOR THE OLD GROVE PLANNED UNIT

DEVELOPMENT (AKA OAKBROOKE LAKE) LOCATED NORTH OF HELMS ROAD, SOUTH OF COWBOY WAY, AND ¾ MILES WEST OF STATE ROAD 29, CITY OF LABELLE, HENDRY COUNTY, FLORIDA; AMENDING THE CONDITIONS AND SCHEDULE OF USES; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2024 - 10 title into the record.

Public Hearing Opened at 7:51 PM

Public Hearing Closed at 7:52 PM

Motion made by Commissioner Ratica to approve Ordinance 2024-10 Old Groves PUD amendment with the following conditions as outlined in the staff report, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

C. ORDINANCE 2024-11 *(second reading)* AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING ORDINANCE 2020-06 FOR THE WHEELER GROVE PLANNED UNIT DEVELOPMENT; A 56+/-6 ACRE PROPERTY GENERALLY LOCATED EAST OF DR. MARTIN LUTHER KING JR. BLVD. AND SOUTH OF STATE ROAD 80, CITY OF LABELLE, HENDRY COUNTY, FLORIDA; AMENDING THE ZONING CONDITIONS; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Derek Rooney read Ordinance 2024 - 11 title into the record.

Public Hearing Opened at 7:54 PM

Public Hearing Closed at 7:55 PM

Motion made by Commissioner Ratica to approve Ordinance 2024-11 Wheeler Grove PUD Amendment with the following conditions as outlined in the staff report and amended as follows: ten (10) year extension, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas

8. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

Ramiro Rodriguez requested the City Commission Meeting to be live-streamed. A discussion ensued.

9. City Related Business by Commissioners

Commissioner Vargas provided a brief update on the events that have occurred since the last commission meeting. He shared that he had been nominated to serve on a board and informed the group that the Administrative Policy Committee had discussed adding the H2A Housing issue to their agenda for presentation to relevant representatives.

Commissioner Ratica informed the group that Rotary has expressed interest in collaborating with the Recreation Board on various projects.

10. Adjournment

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 8:36 PM.

Julie C. Wilkins, Mayor

ATTEST: Tijauna Warner, BAS, MMC, City Clerk

CITY OF LABELLE

MINUTES

City Commission Final Budget Hearing
Special Meeting
Monday, December 02, 2024, at 5:01 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

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

ADMINISTRATION:

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

Minutes

1. Call to Order

The meeting was called to order by Mayor Wilkins at 5:06 PM.

2. Invocation and Pledge of Allegiance

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

3. Roll Call

PRESENT
Mayor Julie C. Wilkins
Commissioner Daniel Akin
Commissioner Jackie Ratica
Commissioner Bobbie Spratt
Commissioner Hugo Vargas
Deputy City Clerk Tijauna Warner

ABSENT
City Attorney Derek Rooney

4. Public Hearings and/or Ordinances

A. RESOLUTION 2024-30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF LABELLE FOR FISCAL YEAR 2024 – 2025 PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Spratt to approve a millage rate of 5.1414, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. A discussion ensued. Motion passed 4-1.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas
Voting Nay: Commissioner Akin

Mayor Wilkins read Resolution 2024-30 title, and the fiscal year 2024-2025 final operating millage rate is hereby adopted at 5.1414 mills ($5.1414 per $1,000.00 of assessed property value) which is greater than the rolled-back rate of 4.8646 mills by 5.69%, and the levy of an annual tax for said year into the record.

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Ratica to approve Resolution 2024-30, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed 4-1.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas
Voting Nay: Commissioner Akin

B. RESOLUTION 2024-31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; HENDRY COUNTY, FLORIDA; ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Wilkins read Resolution 2024-31 into the record and announced the final fund budget for the fiscal year 2024-2025, in the total sum of Twelve Million, Three Hundred Thirty-Eight Thousand, Forty-Three Dollars ($12,338,043.00).

Public Hearing Opened

Public Hearing Closed

Motion made by Commissioner Vargas to approve Resolution 2024-31, Seconded by Commissioner Ratica. Mayor Wilkins called for the question. Motion passed 4-1.
Voting Yea: Mayor Wilkins, Commissioner Ratica, Commissioner Spratt, Commissioner Vargas
Voting Nay: Commissioner Akin

5. Adjournment

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

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 5:28 PM.

_____
Julie C. Wilkins, Mayor

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

Authorized By: Chief Deputy Kevin Nelson
Prepared For: Lt. Hudson

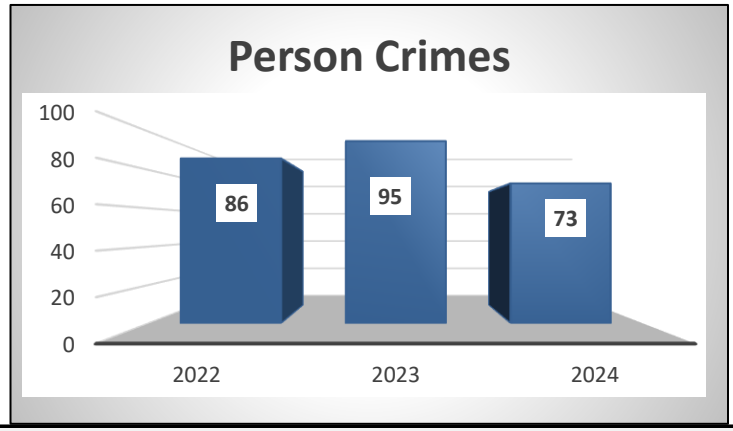
Hendry County Sheriff's Office

City of LaBelle Crime Report for December Meeting

Year-To-Date: 2022
2023
2024

Person Crimes	Nov	Oct.	Sept.	Aug.
Homicide	0	1	0	1
Robbery	0	1	0	0
Sex Crime	1	0	1	3
Assault	1	1	0	0
Battery - Simple	3	2	3	8
Domestic	3	5	3	0
TOTAL	**8**	**10**	**7**	**12**

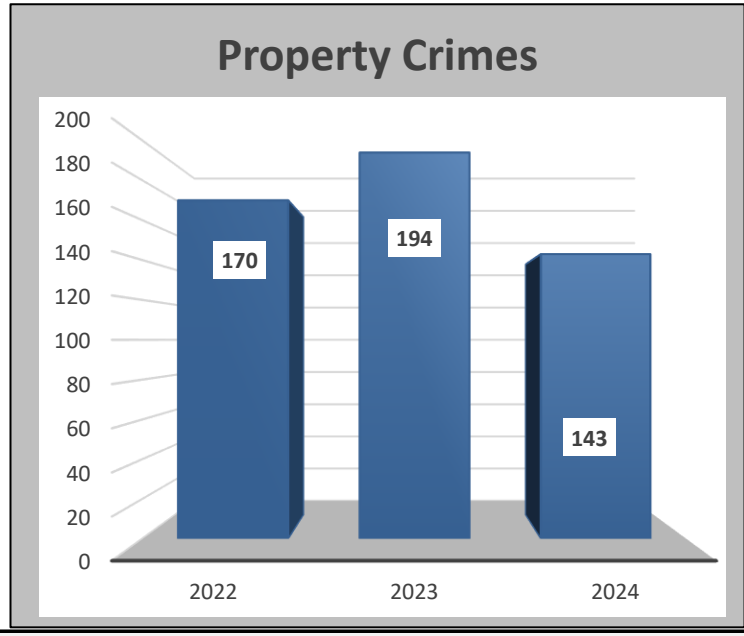
YTD 2024	YTD 2023	YTD 2022
1	1	0
2	3	3
11	14	17
5	14	12
33	31	23
21	32	31
73	**95**	**86**



The above chart reflects a -23.2% change in person crimes

Property Crimes	Nov	Oct.	Sept.	Aug.
Stolen Vehicle	1	3	3	1
Theft				
- Construction	0	0	0	0
- Residential	3	8	5	0
- Retail	0	2	2	1
Burglary				
- Residential	0	1	0	1
- Business	0	0	1	0
- Vehicle	1	2	1	1
Criminal Mischief	1	5	3	1
TOTAL	**6**	**21**	**15**	**5**

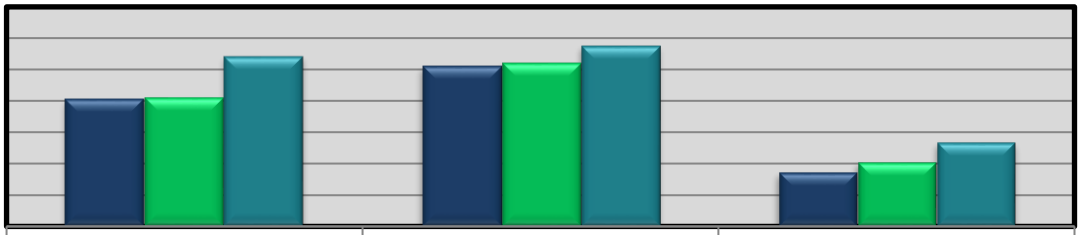
YTD 2024	YTD 2023	YTD 2022
16	25	19
3	0	1
33	46	56
25	34	17
19	24	24
4	6	3
19	31	24
24	28	26
143	**194**	**170**



The above chart reflects a -26.3% change in property crimes

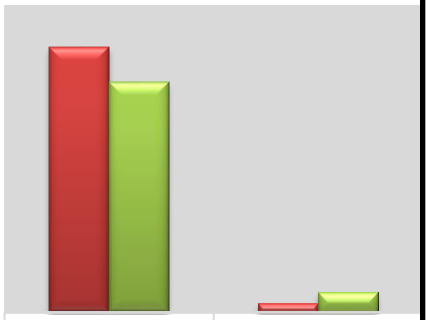
Prepared by Crime Analyst Brenda White

Year-to-Date Call Summary, by District



	District 1	District 2	City of LaBelle
2022	40,503	50,867	17,059
2023	41,093	52,078	20,371
2024	54,131	57,446	26,651

City Units



	CAD Calls	Offense Reports
D/S Willis	173	6
D/S Reaves	150	13

City of LaBelle

	D1 Deputies	D/S Willis	D/S Reaves
Business Checks	881	33	20
Residential Checks	1,294	11	13
Security Checks	140	5	17
Traffic Stops	343	9	8
Warrants	48	3	0
Arrests	75	3	4

La Belle Fire Department

Agenda Items

La Belle Fire Department Response:

Nov Calls- 70

*Engine Status

All engines in service.

* Truck Repairs

Tender 13 will be out for 2 weeks for maintenance.

*County Response

4 Calls for service were in Glades County in the month of November

*Station and Ladder

The City of LaBelle Fire Department has requested to move forward with the proposed CPH contract.

*Study

Fitch & Associates is in the final stages of the study.

Chief Brent Stevens
La Belle Fire Department

Range: PID: First to Last Range of Util Accounts: First to Last
: Range of Customers: First to Last
:
Range of Codes: BUI to BUI Range of Years: First to 2026 Range of Periods: 1 to 12
Range of Batch Ids: First to Last Range of Dates: 11/01/24 to 11/30/24
Range of Sections: First to Last Name to Print: Bill To
Print Ref Num: N
Payment Type Includes: Sp Charges: Y Prop Lien: N Sp Assmnt: Y Water: Y Sewer: Y
Voucher Agency: Y Garbage: Y Invoice: Y Misc: Y
Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N VT: Y
Range of Installment Due Dates: First to Last
Print Only Miscellaneous w/Parcel Id: N Sort Miscellaneous Payments by Utility Account: N
Print Only Miscellaneous w/Utility Id: N

Code	Description	Count	Principal				Interest	Total
			Arrears/Other	Fiscal 2024	Fiscal 2025	Fiscal 2026		
BUI	BUILDING DEPT PYMTS	50	2,324.32	0.00	0.00	0.00	0.00	2,324.32
	Invoice Payments	50	2,324.32	0.00	0.00	0.00	0.00	2,324.32
	Payments Total:	50	2,324.32	0.00	0.00	0.00	0.00	2,324.32
	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:	50	2,324.32	0.00	0.00	0.00	0.00	2,324.32

Total Cash:	0.00
Total Check:	1,452.51
Total Credit:	0.00
Total V Term:	871.81

Range: First to Last Issue Date Range: 11/01/24 to 11/30/24 **Indicates payment is in batch

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

	Alteration Cost	New Volume		BP D2Y BUILDING MECHANICAL PLAN REVIEW	BP D2Z CONTRACTOR RSRC PL ROW PLANNING	TOTAL ELECTRICAL PL UA LT PLUMBING
Grand Totals:	116,500.63	0	PAID:	0.00	0.00	2,701.36
		0.00		2,268.58	0.00	148.78
				200.00	0.00	0.00
				0.00	0.00	0.00
			PERMIT COUNT:	0	0	18
				15	0	4
				2	0	0
				0	0	1

BP SURC2 - Bldg Code Admin & Inspect Brd

1. Number of permits issued at the minimum surcharge rate 9 x $2	$ 18.00
2. Permit fees collected at other than minimum surcharge	$ 1,726.26
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	$ 25.89
4. Total of Lines 1 & 3	$ 43.89
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	$ 4.39
6. Surcharge amount due (line 4 less line 5)	$ 39.50

BP SURCH - FL Building Commission Surchar

1. Number of permits issued at the minimum surcharge rate 15 x $2	$ 30.00
2. Permit fees collected at other than minimum surcharge	$ 1,008.08
3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	$ 10.08
4. Total of Lines 1 & 3	$ 40.08
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	$ 4.01
6. Surcharge amount due (line 4 less line 5)	$ 36.07

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

Hugo Vargas
Commissioner

Daniel W. Akin
Commissioner

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

"The City of Oaks"

Julie C. Wilkins
Mayor

Code Enforcement Report

November 2024

11/01- 11/31

Labelle Code Enforcement is currently working with 72 open cases, with 11 new cases being opened in this month and 12 were closed for compliance. Seven citizen complaints were filed and investigated, and 49 total violation inspections were carried out. Ther department sent out six courtesy letters, two notices of hearings and violations, and two hearing notice changes. Two cases were heard by the Hendry County code enforcement Special Magistrate resulting in the finding of violations. The department is steadily investigating 22 zoning violations for incompatible uses. The department conducted five lien searches. The city dock saw 15 reservations bringing in $871.36

Zane Mungillo
Code Enforcement

MONTHLY STATUS REPORT

NOVEMBER 2024

CITY OF LABELLE, FL

Prepared for:
Mayor Julie Wilkens

Delivered on
December 9, 2024

Woodard & Curran

woodardcurran.com
COMMITMENT & INTEGRITY DRIVE RESULTS

Woodard & Curran

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Woodard & Curran

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EXECUTIVE SUMMARY

This Monthly Status Report covers the reporting period from November 1st, 2024, through November 30th, 2024.

November 2024 was another successful month of operations at the City of LaBelle's Water and Wastewater Project. "SAFETY" is always the number one priority at Woodard & Curran and as of November 30th, W&C staff have worked a total of 1187 days without lost time or recordable incident. In November, all the required monthly safety training was completed on time.

Project staff continue to reach out to new Food Service Establishments (FSE's) to ensure enrollment in the new FOG Best Management Practices (BMP) Portal site and compliance with program requirements.

- On November 4th, multiple FPL transmission issues occurred affecting the high service pumps at the water treatment plant on November 2nd and 3rd. Pump #1 will not start or run as a result. K&B checked the unit and determined that every time power was restored the unit seemed run as designed. Ron Harris found a bad relay inside the unit and overnighted the parts to project staff who installed them the next day with success.
- On November 5th, Scada meeting, with W&C staff Ron Harris. New Chlorine pumps have been ordered for the drinking water plant that have a 4-6 week lead time.
- On November 5th, W&C staff met with Sanders Environmental Laboratories onsite to pull monthly samples on both the upper and lower monitor wells, and the deep injection well samples at the drinking water plant for permit # 98493 329487-004. These are monthly compliance sampling requirements. These samples are coordinated with Sanders Labs on the first Tuesday or Thursday of the first full week of each month.
- On November 5th, W&C staff met with Sanders Environmental Laboratories to collect 4 quarterly groundwater monitoring well samples from the rapid infiltration basins for permit # FLA014283-007. Quarterly groundwater monitoring sampling was delayed because of hurricane Milton.

- W&C staff set up a CEU class for certified operators with the help of the Southeast Rural Community Assistance Project (SERCAP) for November 19th, 2024.
- Due to the failure of effluent pump #2 at the WWTP, an emergency lift station pump with generator was installed in the effluent well by Restorative and Preventive Solutions on October10th. This pump is supplemental to the existing effluent pumps which are not keeping up with the regular flow due to excessive wear. The rental unit is approximately $5000.00 per month and is being charged to the O&M budget.

1. ADMINISTRATIVE

1.1 Woodard & Curran Regional Office

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

1.2 Meetings

W&C project staff meet at the Water Plant every morning to discuss and plan the operational events of the day and discuss a daily tailgate safety topic.

- On November 5th, monthly Scada meeting with Ron Harris.
- On November 7th, W&C engineering meeting funding and compliance.
- On November 14th, W&C staff and engineering meeting focusing on the drinking water plant.
- On November 14th, Commission meeting
- On November 21st, W&C engineering meeting.

1.3 Vendors

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

- Momar, Benjamin Fenske, 239-218-9447
  1830 Ellsworth Industrial Blvd NW, Alanta, GA 30318
- American Water Chemical, Beatriz Colacippo 813-846-5448
  1802 Corporate Center Lane, Plant City, FL 33563
- PSI Technologies, Jeremy Fisher, 239-645-2698
  3520 Investment Lane Unit 33 Riviera Beach FL 33404
- Calusa Environmental, Trina Moore, 863-465-7155
  PO Box 1347 LaBelle, FL 33975
- Miller Septic North Environmental Inc. Lydia Billips 386-673-5550
  19420 Doris Ln North Fort Myers, FL 33917
- Restoration & Protective Solutions LLC. Peter Giustina II 941-575-1255
  12705 Tamiami Trail Punta Gorda, FL 33955
- Advanced Lift station services, Brett 239-292-6406, 1-888-993-5438

1871 Pine Ave Alva FL 33920

- Pittsburg Tank & Tower Group Maintenance Division, Dennis Paquet dpaquet@pttg.com P: 270-826-9000 Ext: 4604 |F: 270-215-5713 PO Box 1849 Henderson, KY 42419

2. SAFETY

2.1 Monthly Safety Training

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

Woodard & Curran has worked 1187 days without lost time or recordable incident as of November 30th, 2024.

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

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

- W&C Health & Safety Daily Orientation (Tailgate).
- On November 5th, W&C staff participated in a spark's safety meeting on "Confined Spaces".
- W&C staff individually participated in the Pure Safety program in November and the safety stand down.

Additional Health & Safety Support Included:

- With the assistance of W&C's Health & Safety Team, the creation of a Job Safety Analysis (JSA's) for the LaBelle project was completed and is in the LaBelle team's folder, for all employees to access.
- In November, there were no "Loss Time" accidents reported at the water or wastewater plant.
- In November, there were no "Loss Time" accidents reported at any of the 24 wastewater lift stations.

2.2 Safety Audit Update

"SAFETY" is always the number one priority at W&C. On October 13th, 2020, and September 11th, 2021, a safety audit was performed at the City of LaBelle's water utilities which recorded 112 findings that yielded a total of 219 action items to be corrected. W&C's goal is to correct all action items in a timely manner, except items that require funding from Capital.

As of November 30th, 219 of the 219 items action items have been completed, currently at 100% completion.

3. SEWER USE ORDINANCE, FATS, OIL AND GREASE PROGRAM (FOG)

3.1 FOG Program Updates for October

- In November, project staff worked onsite with waste haulers at different FSE's to ensure that grease traps are being pumped to satisfy Best Management Practices (BMP's) and maintain compliance with the City's FOG ordinance requirements.
- W&C staff continues to work with numerous Waste Hauler's on manifest interpretation and submittal of forms to the FOG BMP portal site.
- Woodard & Curran staff created an Excel spreadsheet for the city billing office staff and dept. heads to implement/track proper FSE (account) billing.
- As of November 2024, Woodard & Curran Staff worked with 14 FSE's to keep them in compliance.
- As of November 2024, 6 FSE have been referred to City of LaBelle Code enforcement staff for further enforcement actions.

November 2024 Monthly FOG Report

Total FSE's	63
FSE's in Compliance	57
FSE's not in Compliance	6
FSE's Inspection's	12
FSE Site Visit's	14
FSE's Hand over City Enforcement	6
FSE's New Grease Trap Inspection	2

4. ENVIRONMENTAL COMPLIANCE

4.1 Environmental Compliance Activity

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

- On November 1st, W&C staff submitted the October drinking water monthly operation report to the Department of Environmental portal.
- On November 1st, W&C staff submitted the October Fluoride drinking water monthly operation report to the Health Department Portal in Tallahassee FL.
- On November 4th, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On November 5th, W&C staff met with Sanders Environmental Laboratories onsite to pull monthly samples on both the upper and lower monitor wells, and the deep injection well samples at the drinking water plant for permit # 98493 329487-004. These are monthly compliance sampling requirements. These samples are coordinated with Sanders Labs on the first Tuesday or Thursday of the first full week of each month.
- On November 5th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On November 5th, W&C staff collected the 1st set of distribution drinking water bacteriological samples, raw water bacteriological samples for November 2024 for 62-555 FAC, and sent them to Sanders Laboratories for analysis.
- On November 11th, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On November 12th, W&C staff collected the 2nd set of distribution drinking water bacteriological samples, and the split-fluoride samples for October 2024 for 62-555 FAC, and sent them to Sanders Laboratories for analysis.
- On November 12th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.

- On November 12th, W&C scheduled generator maintenance and inspections of Wells 2 & 3, waste plant, and drinking water plant starting 11/13/24.
- On November 18th, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On November 19th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On November 25th, W&C staff performed weekly generator tests on both water and wastewater plants including both drinking water wells mandatory for compliance 62-555.320(4)(a) FAC.
- On November 26th, W&C staff collected wastewater composite and fecal samples for Sanders Laboratories for the Department of Environmental Protection Permit # FLA014283-007 sent to Sanders Environmental Laboratories for analysis.
- On November 26th, W&C staff submitted the October Discharge Monitoring Report for wastewater to the Department of Environmental Protection portal for Permit # FLA014283-007.
- On November 27th, W&C staff submitted the Deep Injection Well Discharge Monitoring Report to the Department of Environmental Protection for the month of August 2024 for UIC Permit # 329487-004-UO/1X.

4.2 Upcoming Compliance Events

- November 2nd, 2024, the wastewater plant permit expires. The renewal process has begun and on Sept. 30th, W&C supplied 4 Waters Engineering data required for the permit RAI from FDEP. 4 Waters engineering will commence with the permit renewal process.
- In February 2025, the drinking water storage tank is due for inspection.
- City distribution valve exercising program (4 Waters engineering working on this plan).
- W&C staff set up a CEU class for certified operators with the help of the Southeast Rural Community Assistance Project (SERCAP) for November 19th, 2024.

5. CONSTRUCTION PROJECTS

5.1 Construction

- Construction continues at Bel Arbor. The city staff administration has assumed the duties with new construction sewer inspections.

November 10th, Quality Enterprises, the construction company on the new county water line for Old Florida RV Park started flushing the water main and intends to keep the main under city pressure. We are working with Brian (Lotus const.) and Anthony (Southland site development) to do a watermain full bore flush, inside the development (Old Florida RV). This is necessary for clean potable water, and we are assisting as the city is the purveyor for this community, also we want to maintain adequate pressure and flow throughout the city during this event.

We are planning on starting this flush at about 12pm Sunday night into Monday morning (November 10th and 11th). We hope to have this done as quickly as possible. Our time frame is 12pm Sunday to no later than 530am Monday morning. Our normal flows from the water plant during this time frame is approximately 300 gpm.

Anthonys crews will be on site performing this task, he is very familiar with the City's watermain pressure challenges and will open all flush valves very slowly to avoid low pressure problems in town and allow the high service pumps to ramp up slowly. We will have an operator at the plant monitoring flow and pressure leaving the facility as well as staying in constant contact with Anthony at the flushing site. We have set a limit of 1000 gpm total leaving the plant as the max (the contractor will have 700 GPM for flushing) flow for this event, if flows start to exceed this the plant operator will contact the contractor to close (down) flushing valves and bring flows back down to or below 1000 gpm.

There are two flowmeters that have been installed to track water usage for billing purposes, and this will be passed on to the city.

- On November 24th, Quality Enterprises and Lotus Construction performed fire flow testing at the Old Florida RV park.

6. PLANT OPERATIONS

6.1 Wastewater Treatment

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

WWTP Flows and Loads

Month	Influent Flow MGD	Influent BOD mg/L	Influent TSS mg/L	Effluent Flow MGD	Effluent BOD mg/L	Effluent TSS mg/L	Total Biosolids Transferred Dry Ton
Dec 2023	.50	327.00	150.00	.47	1.77	11.25	*
Jan 2024	.53	382.00	147.00	.49	5.00	12.02	34.73
Feb 2024	.54	261.00	178.00	.50	6.75	13.38	*
Mar 2024	.52	340.00	103.00	.50	7.00	17.70	*
Apr 2024	.49	331.00	120.00	.47	6.60	9.84	*
May 2024	.46	374.00	164.00	.45	6.50	7.83	*
Jun 2024	.58	377.00	119.00	.58	6.00	5.63	9.19
Jul 2024	.64	171.00	116.00	.67	6.20	9.72	*
Aug 2024	.60	357.00	145.00	.63	5.50	10.83	*
Sep 2024	.57	254.00	112.00	.63	6.75	6.83	9.66
Oct 2024	.57	358.00	141.00	.65	5.25	8.85	*
Nov 2024	.49	337.00	155.00	.56	6.00	6.07	*
Minimum	.46	171.00	103.00	.45	1.77	5.63	.00
Maximum	.64	382.00	178.00	.67	7.00	17.70	34.73
Total	6.49	3868.00	1649.00	6.60	69.32	119.92	53.58
Average	.54	322.42	138.00	.55	5.78	10.00	4.47

Table 6-1: WTP Flows and Loads

Asterisk (*) denotes no sludge processed during these months.

Figure 6-1: Effluent Flow vs Rainfall in Inches

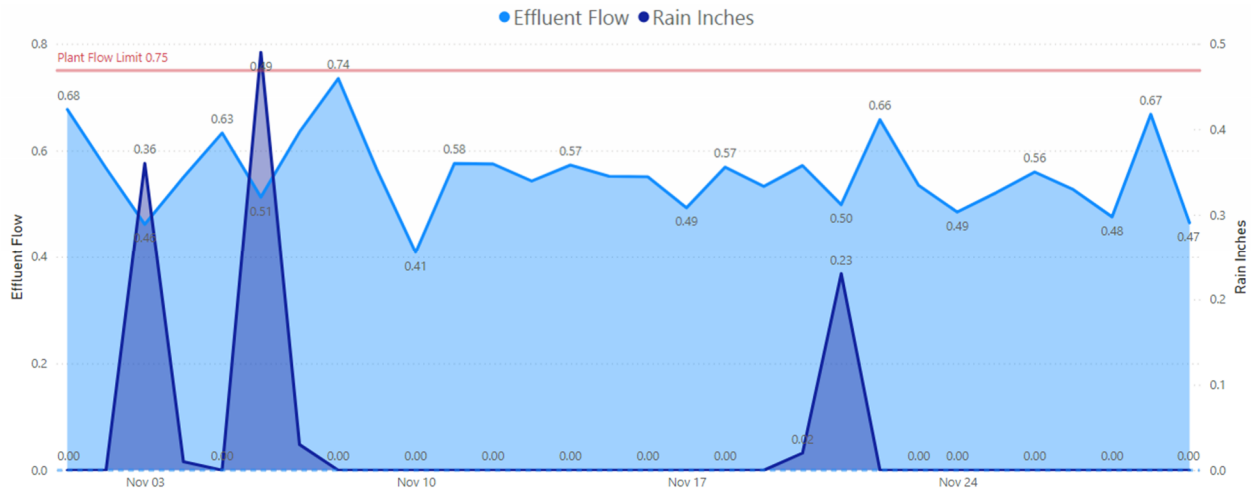


Figure 6-2: Effluent Flow vs Influent Flow (MGD)

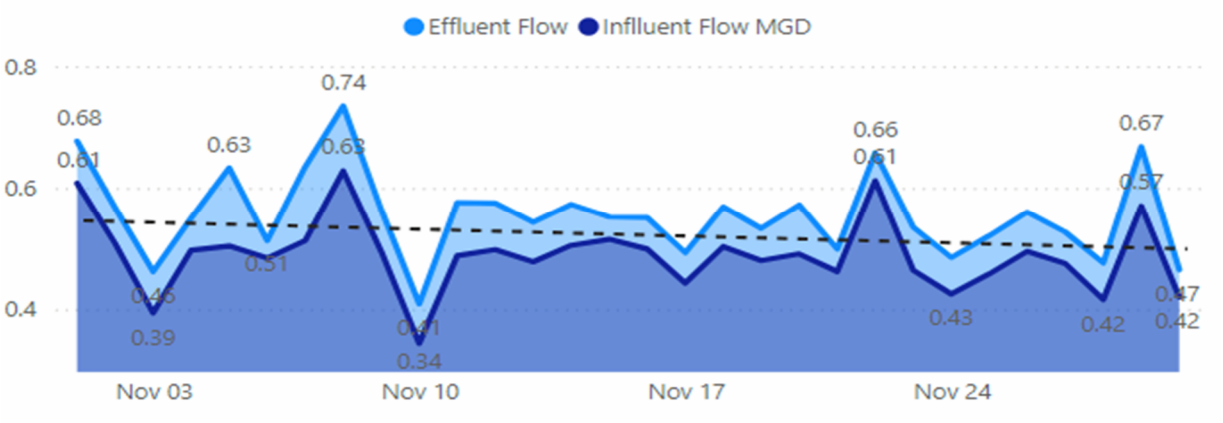


Figure 6-3: Effluent Biochemical Oxygen Demand (BOD)

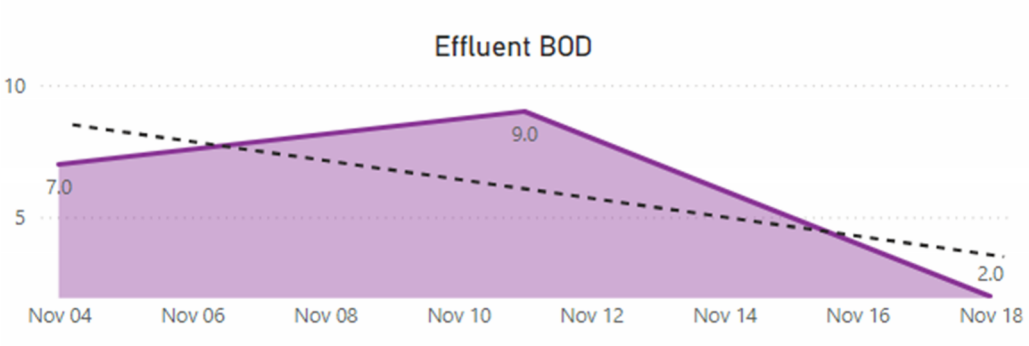
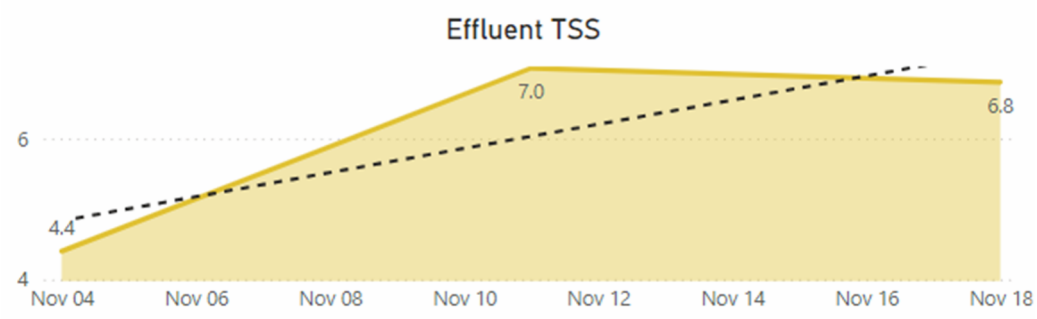


Figure 6-4: Effluent Total Suspended Solids (TSS)



*This graph is awaiting laboratory data from the Laboratory.

6.2 Chemicals Delivered Waste Plant

- On November 5th, Hawkins Chemical delivered 1113 Gallons of Sodium Hypochlorite for disinfection to the wastewater plant.
- On November 18th, Hawkins Chemical delivered 1139 Gallons of Sodium Hypochlorite for disinfection to the wastewater plant.

6.3 Biosolids

- In November, no biosolids were processed.

Table 6-2: Biosolids

Wastewater Biosolids

Month	Liquid Sludge Hauled Gal	Liquid Sludge Hauled Dry Ton	Total Biosolids Transferred Dry Ton
November	0	0	0

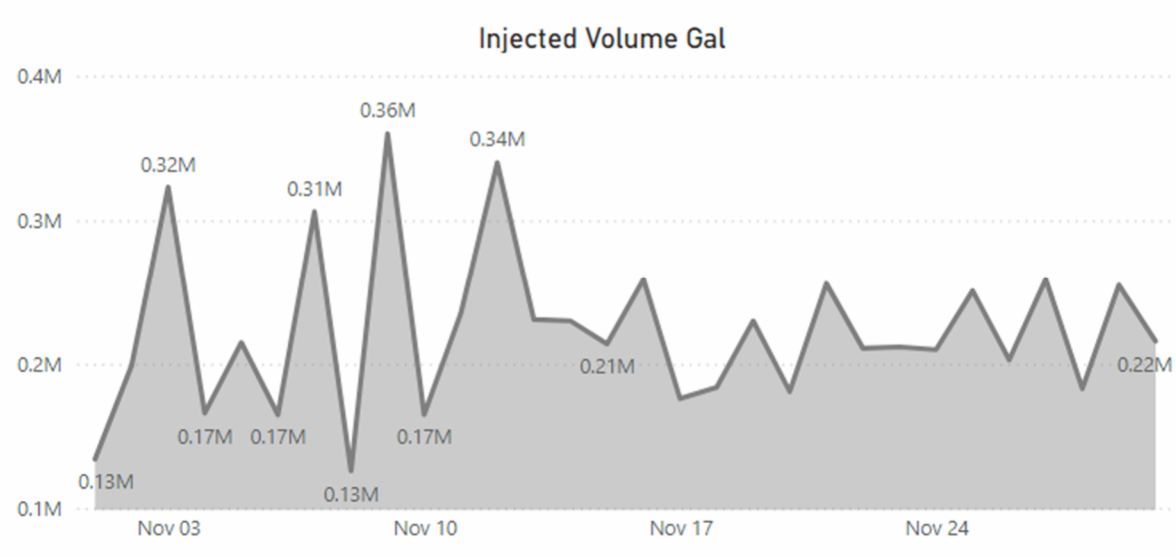
6.4 Water Treatment

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

Table 6-3: City of LaBelle Water Production and Distribution

Month	Well 102 Total Flow MGD	Well 103 Total Flow MGD	Total Volume Withdrawn MGD	Finished Water Treated MGD	Total Injection Well Volume MG	Line 11 Water Loss %
Dec 2023	0.190	0.705	0.894	0.711	0.208	20.86
Jan 2024	0.231	0.686	0.917	0.724	0.209	22.25
Feb 2024	0.439	0.615	1.033	0.843	0.236	10.50
Mar 2024	0.370	0.647	0.976	0.760	0.211	37.41
Apr 2024	0.434	0.551	0.985	0.789	0.224	21.39
May 2024	0.385	0.732	1.118	0.893	0.223	29.65
Jun 2024	0.625	0.275	0.900	0.738	0.212	11.77
Jul 2024	0.574	0.295	0.870	0.716	0.202	30.46
Aug 2024	0.367	0.597	0.964	0.774	0.223	20.99
Sep 2024	0.462	0.446	0.908	0.738	0.208	26.05
Oct 2024	0.373	0.533	0.906	0.730	0.218	26.00
Nov 2024	0.215	0.748	0.963	0.781	0.223	N/A
Minimum	0.190	0.275	0.870	0.711	0.202	10.50
Maximum	0.625	0.748	1.118	0.893	0.236	N/A
Total	4.666	6.831	11.434	9.196	2.598	357.31
Average	0.389	0.569	0.953	0.766	0.216	29.78

Figure 6-5: Deep Injection Well Volume



* Instrumentation for the chart above was under maintenance in the month of May preventing data accumulation.

Figure 6-6: Finished Water Flow

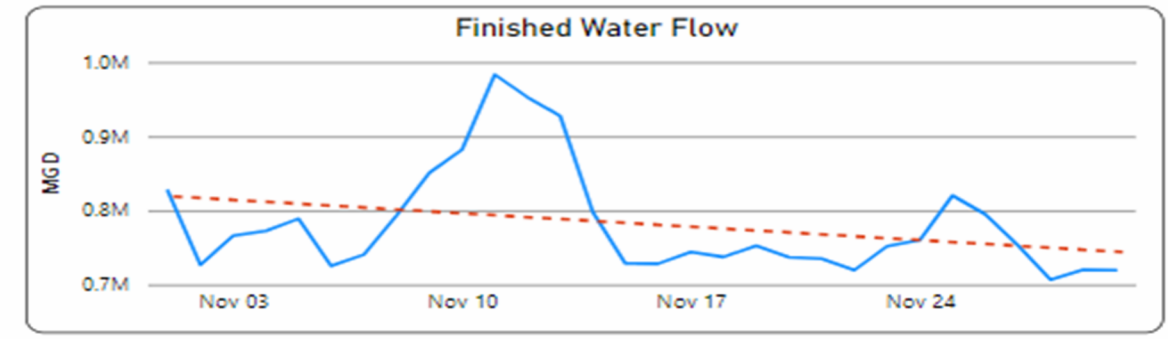
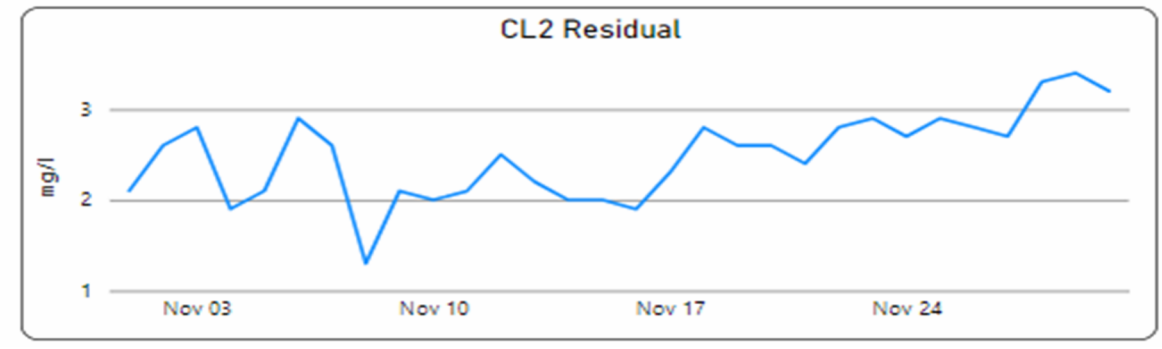


Figure 6-7: Finished Water Chlorine Residual

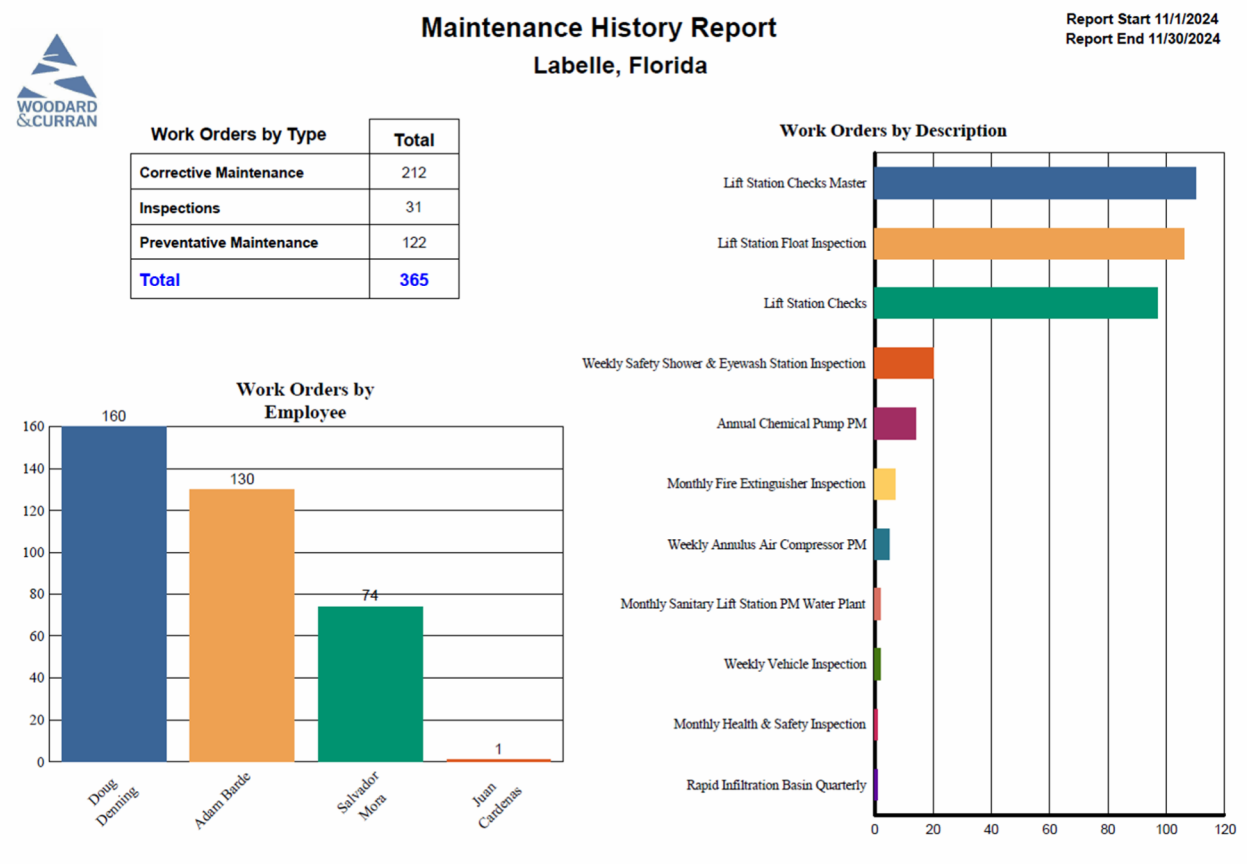


6.5 Chemicals Delivered to the Water Treatment Plant

- On November 15th, Hawkins Chemical delivered 178.4 gallons of Fluoride to the drinking water plant.
- On November 19th, Brenntag Chemical delivered 150 gallons of orthophosphate used for corrosion control.
- On November 19th, Brenntag Chemical delivered 611 gallons of Sodium hypochlorite for disinfection.

7. CORRECTIVE AND PREVENTATIVE WORK ORDERS

Figure 7-1 Corrective and Preventative Work Order History Report



16.1 Corrective Maintenance Work Orders

- On November 4th, multiple FPL transmission issues occurred affecting the high service pumps at the water treatment plant on November 2nd and 3rd. Pump #1 will not start or run. K&B checked the unit and determined that every time power was restored the unit appeared to operate adequately. However, Ron Harris found a bad relay inside the unit and overnighted the parts to project staff who installed the next day with success.
- On November 5th, at 12:15pm FPL power blip took out the high service pumps.

- On November 6th, Swan Analytical technician Jaime Soto on site at the drinking water plant to install two pH meters in conjunction with the chlorine analyzers.
- On November 6th, Total flushing at the Old Florida RV Park yielded a chlorine residual of 1.3 mg/L, total of 307,700 gallons.
- On November 7th, W&C staff Ron Harris was on site at the drinking water plant working on chlorine pump issues.
- On November 12th, W&C scheduled generator maintenance and inspections of Wells 2 & 3, waste plant, and drinking water plant starting 11/13/24.
- On November 12th, W&C staff received the 4th quarter ground water monitoring results from Sanders Laboratories. Uploaded through the Department of Environmental portal for permit # FLA014283-007, sampled 11/5/24.
- On November 13th, Old Florida RV park construction stated flushing is complete, hooking up riser for fire lines today and flow testing and static pressure testing.
- On November 24th, Old Florida RV park fire flow testing.
- On November 25th, city staff repaired a leaking service line on south lee St. behind the Save-a-Lot supermarket.
- On November 25th, W&C staff mowed the drinking water plant property.
- Due to the failure of effluent pump #2 at the WWTP, an emergency lift station pump with generator was installed in the effluent well by Restorative and Preventive Solutions on October10th. This pump is supplemental to the existing effluent pumps which are not keeping up with the regular flow due to excessive wear. The rental unit is approximately $5000.00 per month and is being charged to the O&M budget.

Table 8-1: Project Financials for November (Year 4)

Budget Category	Month Actual	Month Budget	YTD Actual	YTD Budget	Annual Budget	over(under)	% of budget
Labor (D.L. + FB)	$50,994	$56,997	$104,066	$113,994	$683,963	($9,928)	15%
Utilities	$549	$925	$1,255	$1,850	$11,100	($595)	11%
Chemicals Costs	$22,728	$19,950	$26,828	$39,900	$239,400	($13,072)	11%
Maintenance and Repair Costs	$6,536	$11,688	$7,542	$23,375	$140,250	($15,833)	5%
Sludge Disposal Costs	$0	$7,500	$0	$15,000	$90,000	($15,000)	0%
Lab Supplies & Equipment	$7,975	$5,750	$7,975	$11,500	$69,000	($3,525)	12%
Office Supplies	$949	$283	$963	$567	$3,400	$396	28%
Miscellaneous Expenses	$12,059	$5,764	$19,796	$11,528	$69,170	$8,268	29%
Overhead (G&A of D.L.)	$13,598	$15,199	$27,751	$30,398	$182,390	($2,648)	15%
Subtotal of Costs for Contract Year 2	**$115,388**	**$124,056**	**$196,175**	**$248,112**	**$1,488,673**	($51,937)	13%
Fixed Fee for Contract Year 2	$9,231	$9,924	$15,694	$19,849	$119,094	($4,155)	13%
Total	**$124,619**	**$133,981**	**$211,869**	**$267,961**	**$1,607,767**	**($56,092)**	13%

Table 8-1 highlights the financial status of the O&M Budget for the month of November.

Table 8-2: Transition Budget Status

Total Budget	$537,032.00
Total Spent as of September 2024	$437,448
8% Fee	$34,996
Total	$472,444
Remaining Balance	**$63,588**

Table 8-2 highlights the status of the project transition budget. This budget was created for transitionary expenses related to onboarding, implementation of W&C software and programs and the much-needed safety item improvements at the project. The transition budget also funds needed capital items identified at project inception that relate to compliance, operational resiliency, and sustainable delivery of services. Specifically, this work included the purchase, programming, and installation of 6 new Programable Logic Controllers (PLC's). One at the WWTP and five at the Water Treatment Plant. These items were identified as being key pieces of equipment and due to age, are unsupported by the manufacturer. The old programs were copied from the existing PLC's and have been reprogrammed and installed in the new units.

In June, City staff requested that W&C purchase a used tractor on behalf of the City of LaBelle Public Works Department. The transaction was $44,753 and has been deducted from the transition budget in July.

In September, the Arc Flash Analysis was completed at the Water Treatment Plant. The remaining balance of the transition fund is $63,588. **W&C staff will work with city staff to determine how this balance is to be distributed.**

8. STAFFING

8.1 Staffing – Corporate Support

Table 9-1: Corporate Support

Name	Title	Support Provided
Alyson Watson	CEO	Management Support
Brian Bzdawka	Senior Vice President O&M Business Center Manager	Management Support
Marc Thomas	National Operations Leader	Management Support
Paul Roux	East Region Operations Leader	Management Support
Glenn Burden	Area Manager	Management Support
Shannon Eyler	Director of Health & Safety	Health & Safety
Steve Lindeman	Health and Safety Manager	Health & Safety
Renea Shields	Health and Safety Coordinator	Health & Safety
Emily Dunn	SCADA Technician	SCADA and Technical Services
Alan Fabiano	IT Coordinator	SEMS (Computerized Maintenance Management System), HACH WIMS (Laboratory Information Management System), Tablets & Technology
Jeannie Dubois	MIS Support Specialist	Computer and Network set-up and support
Celina Bland	O&M Specialist	Hach WIMs, Utility Cloud and Power BI programming and support
Kim Brierley	Project Administrator	Accounting
Jackie Smith	Senior Project Assistant	Project Support Specialist
Sarah Coen	Human Resources – Benefits Administrator	Employee Benefits
Linsay McAuliffe	Human Resources Generalist	Human Resources
Beth Sweitzer	Senior Talent Management & Acquisition Manager	Human Resources
Lizzie Dovich	Technical Recruiter	Human Resources
Wendy Foreman	Health & Safety Administrator	Health & Safety Support
Sam Stanley	O&M Specialist	O&M Project Support
Justin DeMello	Project Manager II	Engineering Support
Tami Ray	Funding Specialist	Engineering Support

8.2 Staffing – Project Support

Table 9-2: Project Staff, Title and Certifications

Name	Title	Certification
Troy Kepley	Project Manager	• FDEP A Wastewater • FDEP C Waster • TREEO/AWWA Backflow Tester/Repairer Certification • OSHA 40 Hour HAZWOPER
Joseph Thomas	Assistant Project Manager	• FDEP B Water • FDEP C Wastewater • SEDA RO Specialist
Salvador Mora	Operator I	• FDEP C Water • TREEO/AWWA Backflow Tester/Repair Certification
Doug Denning	Operator I	• FDEP C Wastewater
Adam Barde	Mechanic/IPP-FOG Coordinator	• FIPA C FOG • FIPA C IPP
Juan Cardenas	Operator II	• FDEP C Water • FDEP C Wastewater

City of LaBelle Board of Commissioners
Agenda Request

To: Honorable Mayor and City Commission

Prepared By: Lilly Davenport on behalf of Mayor

Date of Meeting: 12/12/2024

Date Submitted: 11/15/2024

Title of Agenda Item: Donation to LaBelle Heritage Museum

Agenda Location: Consent

Report in brief: The LaBelle Heritage Museum requested a donation of $6500 at the Commission meeting of 11/14.

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Staff Comments: Per Mayor: Donation to be used for direct operating costs not to exceed $6500. Invoices and supporting documentation should be submitted to the City quarterly.

Fiscal Impact: Unbudgeted item.

Recommended Actions: The Mayor is recommending approval.

FYI Please fwd to Lilly

To: LaBelle City Commissioners

From: LaBelle Heritage Museum

As per your request from the November 14th commission meeting. The following is a breakdown of our monthly and annual expenses.

Monthly

City water.....$94.12
Fla. Power for all 3 buildings average.....$225.00

Annual Expenses
Insurance.....$2300.00
Taxes.....$700.00

We do not have a phone or internet yet but will definitely need both after opening. Going to get estimates.

Any help would be greatly appreciated.

Sue Moss, President
LHM

City of LaBelle Board of Commissioners
Agenda Request

To:	Honorable Mayor and City Commission
Prepared By:	Woodard & Curran Fiscal Solutions Team
Date of Meeting:	December 12, 2024
Date Submitted:	November 19, 2024
Title of Agenda Item:	LaBelle Water Transmission Line – Amendment 1
Agenda Location:	481 West Hickpochee Ave., LaBelle, FL 33975

Report in brief: The City of LaBelle completed the construction of a new 1.5 million gallon per day reverse osmosis water treatment plant (WTP) that included a 12-inch main to the City's existing distribution system and is the only source of water transmission from the WTP to the distribution system. The City will construct a minimum 8-inch transmission pipeline to the west, heading from the WTP site along the Helms Road extension and then North to SR 80. The Project will ensure consistent delivery of water to the distribution system and provide redundancy in the event of a break in the 12-inch main. The City will construct approximately 19,215 linear feet of minimum 8- inch transmission pipeline from the WTP to the City's existing distribution system. It is anticipated that the $1,298,931 under this Agreement will not result in a fully completed project, so the Agreement is intended to cover a portion of the work.

Amendment 1 requested a time extension of the Agreement end date due to a change in engineering firms and associated delays in bidding the construction. The end date has been extended from June 30, 2024 to December 31, 2026. Amendment 1 contains additional minor amendments to the Standard Grant Agreement, including additional standard regulatory language regarding State Funds Documentation, Rural Communities and Rural Areas of Opportunity, and Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity.

Staff Comments:

Fiscal Impact: This project's funding is appropriated grant funds and will not require the use of City funds, therefore no additional fiscal impact is expected.

Recommended Actions: Review and Approve LaBelle Water Transmission Line Amendment 1.

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0179
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LABELLE

This Amendment to Agreement No. LPA0179 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of LaBelle (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for LaBelle Water Transmission Line (Project), effective March 4, 2022; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to a change in engineering firms and associated delays in bidding the construction; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. The following is hereby added to Attachment 1 in Section 8:

   State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

   The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

3. The following is hereby added to Attachment 1 in Section 8:

   Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

4. The following Section is hereby added to Attachment 2:

Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

5. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

7. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LABELLE

By: _____
Authorized Signature

Julie C. Wilkins, Mayor
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Cierra Kuchar, DEP Grant Manager

_____
Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: LaBelle Water Transmission Line

PROJECT LOCATION: The Project will be located in the City of LaBelle within Hendry County; Lat/Long (26.7314, -81.4653). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The City of LaBelle (Grantee) completed the construction of a new 1.5 million gallon per day (mgd) reverse osmosis water treatment plant (WTP) that included a 12-inch main to the Grantee's existing distribution system and is the only source of water transmission from the WTP to the distribution system. The Grantee will construct a minimum 8-inch transmission pipeline to the west, heading from the WTP site along the Helms Road extension and then North to SR 80. The Project will ensure consistent delivery of water to the distribution system and provide redundancy in the event of a break in the 12-inch main.

PROJECT DESCRIPTION: The Grantee will construct approximately 19,215 linear feet of minimum 8- inch transmission pipeline from the WTP to the Grantee's existing distribution system.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of a minimum 8-inch transmission pipeline and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of a minimum 8-inch transmission pipeline.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct a minimum 8-inch transmission pipeline in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$182,350	07/01/2021	12/31/2025
2	Bidding and Contractor Selection	Contractual Services	$12,500	07/01/2021	12/31/2025
3	Project Management	Contractual Services	$40,000	07/01/2021	06/30/2026
4	Construction	Contractual Services	$1,064,081	07/01/2021	06/30/2026
		Total:	$1,298,931		

Note that, per Section 8.h. of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Location Map

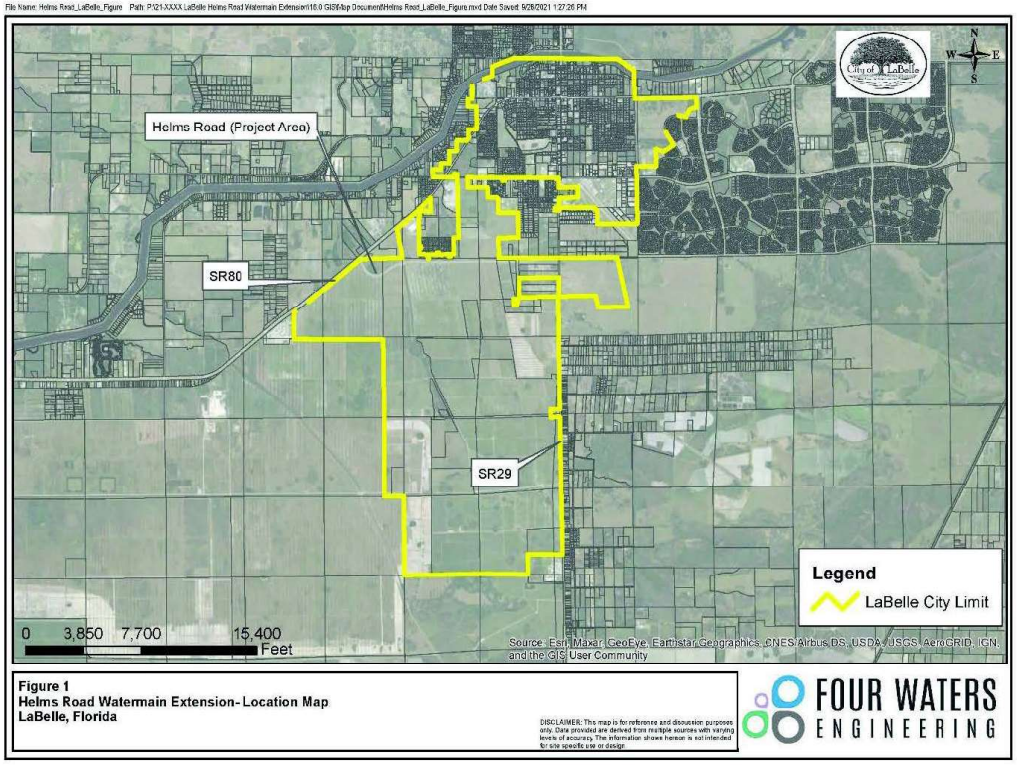
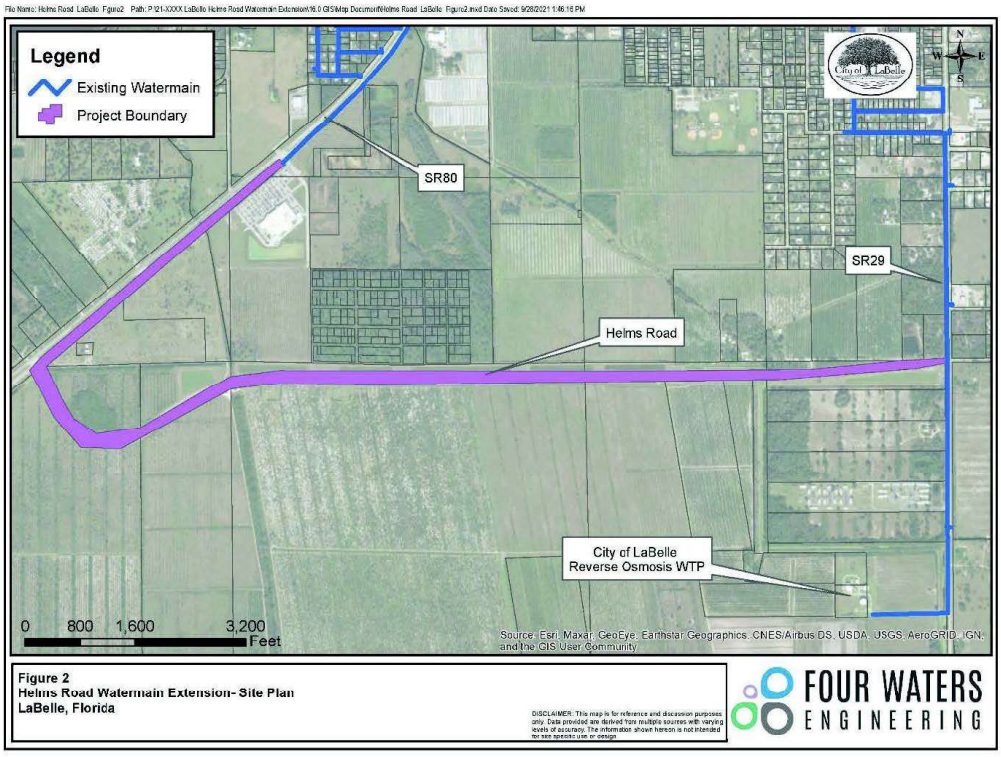


Figure 2: Site Plan



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects	$1,298,931	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,298,931	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

City of LaBelle Board of Commissioners
Agenda Request

To:	Honorable Mayor and City Commission
Prepared By:	**Woodard & Curran Fiscal Solutions Team**
Date of Meeting:	12/12/20204
Date Submitted:	11/20/2024
Title of Agenda Item:	Amendment No. 2 to Agreement No. LPQ0020 Between FL DEP and the City of LaBelle
Agenda Location:	481 West Hickpochee Ave LaBelle, FL 33975

Report in brief: On March 11th, 2021, the City of LaBelle entered into an agreement with the FDEP to receive grant funds to complete the Zone B Septic Tank to Central Sewer Conversion Project. Due to project delays, a time extension amendment to the agreement was requested on 10/24/2024 and granted on 11/4/2024. The amendment changes the Date of Expiration to 12/31/2026 and extends the deadline for tasks to 6/30/2026. The FDEP has added other necessary amendments including non-profit contractor reporting, Rural Communities and Rural Areas of Opportunity updated definitions, and payments to Rural Communities and Rural Areas of Opportunity.

Staff Comments:

Fiscal Impact: These are grant funds, therefore, no fiscal impact to the City of LaBelle or the community will be had.

Recommended Actions: Review and approve amendment to LPQ0020 Zone B Septic Tank to Central Sewer Conversion Project

AMENDMENT NO. 2
TO AGREEMENT NO. LPQ0020
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LABELLE

This Amendment to Agreement No. LPQ0020 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of LaBelle (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of LaBelle Zone B Septic Tank to Central Sewer Conversion Project (Project), effective March 23, 2021; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to supply issues and permit delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. The following is hereby added to Attachment 1 in Section 8:

   State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

   The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

3. The following is hereby added to Attachment 1 in Section 8:

   Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

4. The following Section is hereby added to Attachment 2:

Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

5. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

7. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LABELLE

By: _____
Authorized Signature

Julie C. Wilkins, Mayor
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Cierra Kuchar, DEP Grant Manager

_____
Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: City of LaBelle Zone B Septic Tank to Central Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the Zone B Area of the City of LaBelle (north of Hickpochee Avenue between Hickory Street and Fort Thompson Avenue) within Hendry County.

PROJECT BACKGROUND: The City of LaBelle (Grantee) has been actively working to provide central sewer to all residents within the city limits. Approximately 50% of the properties within the city limits use septic tank systems that can create surface and groundwater contamination. The Grantee identified Zone B as a high priority area for central sewer, as it is located adjacent to the Caloosahatchee River which is an impaired water body due to high levels of nitrogen. During heavy rainfall, nutrients (e.g. nitrogen and phosphorus) and pathogens from the septic tank waste can be washed through the sandy soils toward the Caloosahatchee River, adding to the waterbody's impairment and decreasing the dissolved oxygen content in the river water to below 5 mg/L. Converting the septic tank systems to central sewer will allow for the wastewater to be pumped and treated at the Grantee's wastewater treatment facility and mitigate pollutant loading to the Caloosahatchee River.

PROJECT DESCRIPTION: The Grantee will construct central sewer infrastructure within the Zone B Area of the City of LaBelle. The construction will approximately include 10,080 linear feet (LF) of 8-inch PVC gravity sewer, 28 manholes, one pump station with 1,075 LF of 4-inch forcemain, and two grinder pump stations with 400 LF of forcemain. Additionally, the need for 2,650 LF of 6-inch forcemain upgrade will be evaluated during the design phase, and it also anticipated that the removal and replacement of approximately 24,000 square yards of asphalt roadway will be required. The Project will allow for approximately 125 properties to be converted from septic tank systems to central sewer.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of central sewer infrastructure and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of central sewer infrastructure.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct central sewer infrastructure in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	$200,000	11/20/2020	06/30/2026
2	Bidding and Contractor Selection	Contractual Services	$35,000	11/20/2020	06/30/2026
3	Project Management	Contractual Services	$85,000	11/20/2020	06/30/2026
4	Construction	Contractual Services	$2,923,000	11/20/2020	06/30/2026
		Total:	$3,243,000		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FDEP	2021-2022	37.039	Statewide Water Quality Restoration Projects	$3,243,000	149935
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$3,243,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

City of LaBelle Board of Commissioners
Agenda Request

To:	Honorable Mayor and City Commission
Prepared By:	Tijauna Warner, MMC, Deputy City Clerk
Date of Meeting:	December 12, 2024
Date Submitted:	November 26, 2024
Title of Agenda Item:	Resolution 2024-29 Road Closure Approval
Agenda Location:	Consent

Report in brief: The Swamp Cabbage Festival and the Swamp Stomp 5K Race are both cherished annual events that hold significant historical and cultural importance for the City of LaBelle. These events not only celebrate our local heritage but also showcase our vibrant businesses and warmly invite visitors from near and far to experience all that LaBelle has to offer. As part of the planning process, each event requires road closures and approval for alcohol sales, both of which are outlined in their Temporary Use & Special Event Applications. We look forward to celebrating these exciting events with the community and welcoming all who wish to join us!

Staff Comments: N/A

Fiscal Impact: N/A

Recommended Actions: Executive Administration Department is recommending the City Commission approve Resolution 2024-29.

RESOLUTION 2024 - 29

A RESOLUTION OF THE MAYOR ON BEHALF OF AND AUTHORIZED BY THE CITY COMMISSION OF THE CITY OF LABELLE PER THE 2023-28 RESOLUTION, APPROVING THE SWAMP CABBAGE FESTIVAL AND SWAMP STOMP 5K TEMPORARY USE & SPECIAL EVENTS APPLICATION, AND AUTHORIZING THE APPLICANTS TO SUBMIT A ROAD CLOSURE APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CITY OF LABELLE'S ANNUAL EVENTS.

WHEREAS, the City of LaBelle ("City") approves the Annual Swamp Cabbage Festival and Swamp Stomp 5k Race for February 22 – 24, 2024 within the City; and

WHEREAS, an application for a permit is required by the Florida Department of Transportation for closure of roads along the route set forth in Exhibit "A" attached hereto; and

WHEREAS, the City Commission finds that authorizing the submittal of an application for a road closure permit with the Florida Department of Transportation is in the best interest of the City and its residents.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LABELLE, THAT:

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

Section 2. Approval of Permit Application. The City Commission of the City of LaBelle hereby authorizes the Swamp Cabbage Festival and Swamp Stomp 5K applicants to submit an application to the Florida Department of Transportation for a road closure permit.

Section 3. Necessary Action. 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 12th day of December 2024.

Julie C. Wilkins, Mayor

ATTEST**:**

Tijauna Warner, MMC, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Akins	_____ (Yes)	_____ (No)
Commissioner Ratica	_____ (Yes)	_____ (No)
Commissioner Spratt	_____ (Yes)	_____ (No)
Commissioner Vargas	_____ (Yes)	_____ (No)
Mayor Wilkins	_____ (Yes)	_____ (No)

“Exhibit A”

Application & Road Closure Route

2025

RECEIVED
11:29am
NOV 19 2024
By: .....

AST# SWAMP0005
App# 1341

TEMPORARY USE & SPECIAL EVENT APPLICATION

CITY OF LABELLE, FLORIDA

APPLICATION NUMBER: TU20___-_____(Assigned by City)
DATE RECEIVED: 11-19-2024

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

Tax Parcel I. D. #: 2-29-43-01-010-0003-001.0

Site Address: 100 Park Ave Barron Park

City: LaBelle State: Fl Zip Code: 33935

2. **APPLICANT:** Swamp Cabbage festival
(Person or entity conducting the use or event)

Mailing Address: 2081 PO Box

City: LaBelle State: Fl Zip Code: 33975

Work Phone Number: 863 675 2995 Home Phone Number: N/A

Fax number: Email: SwampCabbagefestival.org@gmail.com

3. **PROPERTY OWNER:** City Of LaBelle

Mailing Address: PO Box 458

City: LaBelle State: Fl Zip Code: 33975

Work Phone Number: 863-675-2872 Home Phone Number: N/A

Email: acrespo@citylabelle.com

NOTE: The application must include all pertinent information (Name, address, phone numbers, etc.) for all owners of land affected by this application. If the space provided above is not sufficient to list all of the

owners then, the additional information must be provided on a separate sheet(s). If property is owned by the City of LaBelle, please list that as owner.

4. **APPLICANT'S REQUEST (Proposed Temporary Use/Event Information.):**

Annual Swamp Cabbage festival (59th)

Will any roads need to be closed down for the event? Yes

Will there be alcohol served at the event? By whom? Yes - LDRC

Please note, use of alcohol will need to be approved by the City Commission

How many people are expected to attend the event? 25,000 - 30,000

Event Date: February 21st & 23rd Friday Saturday Sunday. **Requested Event Hours:** 8am - 5pm.

5. **THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE APPLICATION AND MUST BE ATTACHED: (please provide all needed information when submitting)**

6. **Completed Temporary Use Application Form (must include the following)**

____ **Affidavit of Ownership and Agent Authorization**: The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

____ **Area Location Map**: The location of the subject property indicated on a Map or an aerial photograph. This map shall reference known major streets and geographic features with sufficient clarity as to be recognizable by the general public.

____ **Legible Site Plan**: Drawing demonstrating right-of-way to be vacated on 8-1/2" x 11" paper with legible text showing all data pertinent to the proposed vacation, including **at least** the following:

- -Date of drawing
- - Scale
- -North arrow
- -Location of proposed uses
- -Location of existing structures
- -Location of access point(s) from adjacent roadways
- -Location of Parking areas

____ **Letters of No Objection**: Letters from the following agencies:

HCSO-Lt. Allen Hudson-ahudson@hendrysheriff.org/863-674-5606
Hendry County EMS-Amy Stafford-amy.stafford@hendryfla.net/863-675-5220
City of LaBelle Fire Dept.-Chief Brent Stevens-bstevens@citylabelle.com 863-675-1537

Events with an expected attendance of 1,000+ people will require an Emergency Action Plan

____ **Application Fee**: Check made payable to "City of LaBelle" with fee per adopted Fee Schedule.
Fee Schedule available at citylabelle.com under the "Government" tab>"Forms and Applications">"Building Permit Fee Schedule"

APPLICANT SIGNATURE (Signed by person applying for permit)

Dawn Hunter
Applicant Name (Print)
(Shellie)

Dawn Hunter
Applicant Signature

This is stating that all information provided is true. To be signed by owner or authorized representative. Must be notarized.

AFFIDAVIT

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

_____ Date:_____
Signature of owner or authorized agent

_____
Print or type name of person signing above

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

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me on _____ (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced_____(type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

This is to be signed by owner of the property, if applicable. This proves that that the owner has designated the authorized agent as representative of the property.

AGENT AUTHORIZATION

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

We hereby designate_____ 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.

_____ Date:_____
Signature of owner

_____
Print or type name of person signing above

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

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

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me on _____ (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced_____(type of identification) as identification.

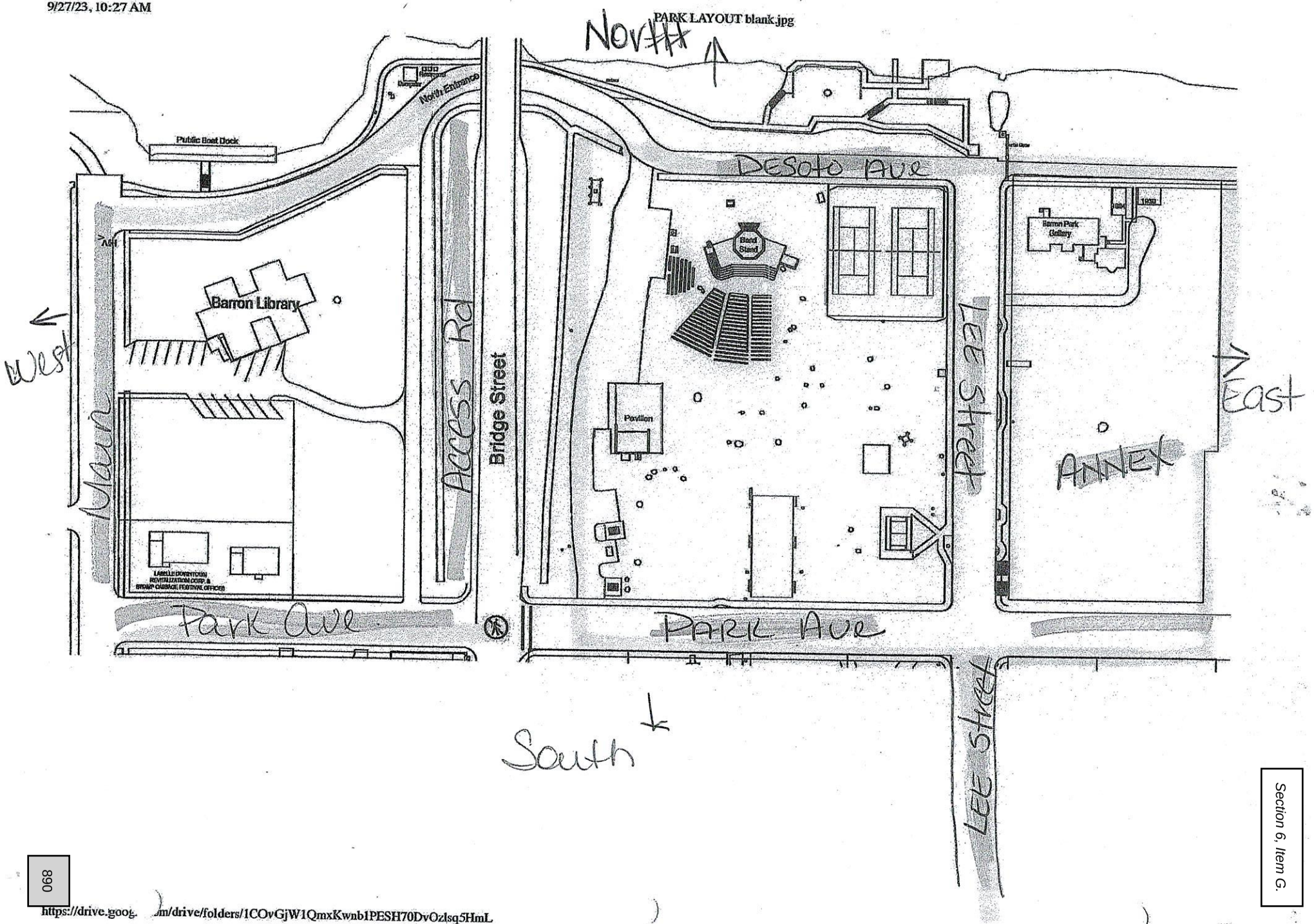
NOTARY PUBLIC STAMP/SEAL:

_____
Signature of Notary Public

_____
Printed Name of Notary Public

Highlighted Areas of Use

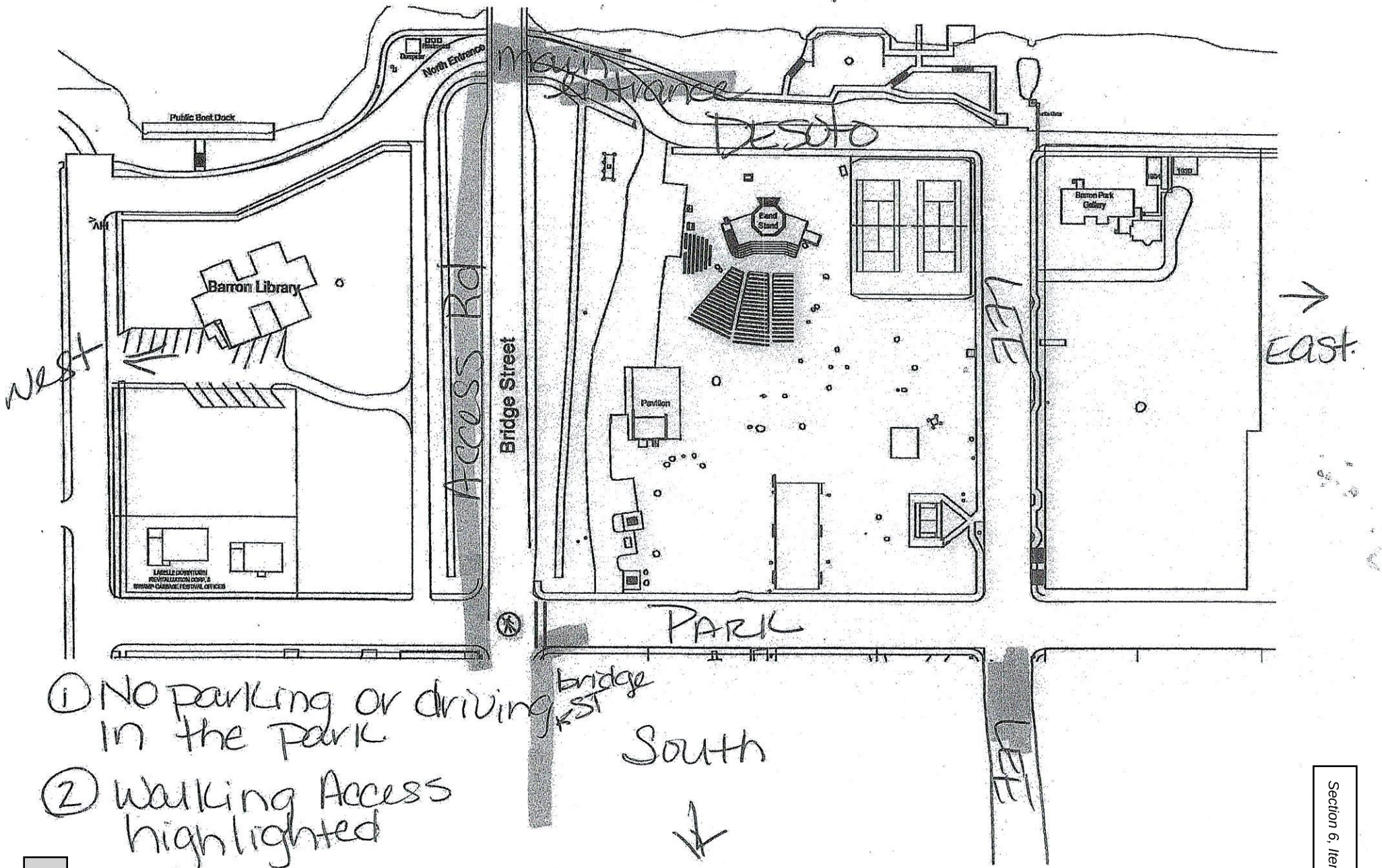
PARK LAYOUT blank.jpg



NORTH

map 2.

PARK LAYOUT blank.jpg



1. No parking or driving in the park
2. Walking Access highlighted

SPECIAL EVENT

EMERGENCY ACTION PLAN (EAP)

I. GENERAL

This is the Emergency Action plan for the Swamp Cabbage Festival held on the last full weekend in February each year. This year 2025 to be held February 21,22,& 23 The festival is held at Barron Park on Lee St and Desoto Ave.

The parade is staged along Main St., Bronco Ct. Frasier St., Park Ave., Oklahoma Ave., Hampton Ave. and Curry St. The parade route starts at the foot of the bridge on N SR 29 and continues South, across SR 80, towards Cowboy Way.

The Fishing Tournament is located along the Caloosahatchee River, beginning and ending at the LaBelle Boat Ramp.

II. PURPOSE PROCESS

A. This emergency action plan predetermines actions to take before and during the "Swamp Cabbage Festival" (hereinafter referred to as the event) in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required prior to the event in preparation for those required during an emergency.
B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include, but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

I. ASSUMPTIONS

The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire & Rescue, Emergency Medical Services, and Police.

II. BASIC PLAN

A. **EAP Event Representative**

1. The EAP event representative will be identified as the point of contact for all communications regarding the event.
    a. PRIMARY CONTACT: **Shellie Hunter or Heath Daniels**
    b. TELEPHONE NUMBER: 863-675-2995

B. **Emergency Notification**

1. In the event of an emergency, notification of the emergency will be through the use of 911. The caller should have the following information available to the 911 operator:
    a. location of the emergency
    b. nature of emergency
    c. contact person with callback number.

C. **Severe Weather**

1. Weather Forecasts and current conditions will be monitored through National Weather Service 's Forecast Office web site at www.weather.gov
2. Before the event – if severe weather is predicted prior to the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible to monitor the weather conditions before and during the event.
3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will make notification to those attending the event that a hazardous weather condition exist and direct them to shelter
4. There are very limited provisions for sheltering participants in the events of severe weather.
5. This event will follow the 30-30 Rule for lightning. If lightning is observed and thunder is heard within 30 seconds, the event will be delayed until 30 minutes have passed since thunder was last heard.
    a. **In the event of severe weather, the City of LaBelle or designee has the authority, above and beyond the EAP event representative, to delay and/or cancel an event**

D. Fire

1. A specific Hazard has been identified as an increased risk of fire at this event, or there is an increased risk of fire due to the cooking of food using propane, charcoal/wood and oil.
    a. In certain high-risk cases, on-site Fire Department Personnel may be required. This judgment will be made by the Fire Chief.

b. No stand-by is required as long as all cooking units have the appropriate cooking hood systems and these systems have been certified by a qualified extinguishment company.

2. All event and cooking staff will be instructed on the safe use of Portable Fire Extinguishers.
3. The use of open flame for grilling is permitted under the Fire Code when the following conditions are met:
   a) Must have a valid fire extinguisher, 2A10BC or class K.
   b) Each space is allowed 1 LP tank per cooking device and only one spare LP tank regardless of the number of coking devices. All LP tanks are to be secured in an approved manner (tied, strapped, chained, etc.).
4. Should an incident occur that required the Fire Department, 911 will be utilized to request this resource. The caller should have the following information available to the 911 operator:
   a. location of the emergency
   b. nature of emergency
   c. contact person with callback number.
5. **These items are to be inspected by the Fire Chief or designee prior to the start of the event.**

E. **Medical Emergencies**

1. As with any outdoor event, there is potential for injury to the participants. The types of injuries are various and include those that are heat related as well as traumatic injuries.
2. Should an incident occur that requires Emergency Medical Services, the on-site event representative will contact 911 to request an ambulance. The caller should have the following information available to the on-site EMS officer or 911:
   a. location of the emergency
   b. nature of emergency
   c. contact person with callback number.

F. Law Enforcement

3. There will not be any on site law enforcement. Should an incident occur that requires Law Enforcement, the on-site EAP event representative will contact 911 to request this resource. The caller should have the following information available to the on-site RPD officer or 911:
   a. location of the emergency
   b. nature of emergency
   c. contact person with callback number

G. Emergency Vehicle Access

1. Access for emergency Vehicle will be maintained at all times.

a. There will be an access lane provided on both Lee St and Desoto Ave for emergency response.
b. Vendor trailers will be positioned so the one lane on the south end of Lee St is open and one lane on the west end of Desoto Ave is open.
c. Both of these lanes will be blocked off using movable barriers with a sign stating "No Parking – Fire Lane"

2. Fire lanes and fire hydrants will not be obstructed
3. Participants and spectators will be directed to park in approved areas and not obstruct protective features, sidewalks, or public throughways.
4. Parking for vendor and staff vehicles will be Barron Park, Lee St, Desoto Ave, Park Ave, and Barron Library.
5. Parking for attendee vehicles will be Barron Park, Lee St, Desoto Ave, Park Ave, and Barron Library.
6. **These access points are to be inspected by the Fire Chief or designee prior to the start of the event.**

V. Contact Information

Event Organizer	Shellie Hunter	863-675-2995
EAP Event Representative	SAA	SAA
General Emergency	Hendry County Sheriff's Department	911

VI. Event Area Map (attached next page)

LaBelle Fire Department

Brent R Stevens
Fire Chief
280 South Main Street LaBelle, Florida 33935
Station 863-675-1537
bstevens@citylabelle.com

November 18, 2024

To: City of LaBelle

From: Brent R Stevens, Fire Chief

Re: Swamp Cabbage Festival

To Whom It May Concern,

This letter is to inform you that the LaBelle Fire Department does not have any objections to the Swamp Cabbage Festival starting Friday, February 21st 2025 to Sunday, February 23rd 2025, using the location of South Main Street from the Barron Library North to Desoto Ave, the wharf area all the way to under the bridge on Desoto Ave, all of Park Ave East to Lee Street and all streets South of Park Ave to exclude Bridge Street but during the Swamp Cabbage Festival Parade for their annual event.

The LaBelle Fire Department understands that the event will have more than 1000 +/- people in attendance and the Swamp Cabbage Festival has provided an initial full emergency action plan with updates to follow.

Furthermore, A specific hazard has been identified as an increased risk of fire at this event, or there is an increased risk of fire due to the cooking of food using propane, charcoal/wood, and oil.

1.

a. In certain high-risk cases, on-site Fire Department Personnel may be required. This judgment will be made by the Fire Chief.

b. Stand-by and inspection are required.

- Saturday February 22nd from 10 am to 5 pm (7 hours @ $104 per hour) 2 firefighters
- Sunday February 23rd from 9 am to 4 pm (7 hours @ $104 per hour) 2 firefighters
- Event inspection ($100 per inspection)
- Total: $1,556.00

2.All event and cooking staff will be instructed on the safe use of Portable Fire Extinguishers.

3.The use of open flame for grilling is permitted under the Fire Code when the following conditions are met:

a. Must have a valid fire extinguisher, 2A:10BC and a class K if cooking with oils or grease is present.

LaBelle Fire Department

Brent R Stevens

Fire Chief

280 South Main Street LaBelle, Florida 33935

Station 863-675-1537

bstevens@citylabelle.com

b. Each vendor is allowed 1 LP tank per cooking device and only one spare LP tank regardless of the number of cooking devices. All LP tanks are to be secured in an approved manner (tied, strapped, chained, etc.).

4.Should an incident occur that requires the Fire Department, 911 will be utilized to request this resource. The caller should have the following information available to the 911 operator:

a. Name
b. Phone Number
c. Location of Emergency
d. Type of Emergency
e. How many patients involved in Emergency.
f. Access Availability to the Emergency

All items are to be inspected by the Fire Chief or designee prior to the start of the event.

If you have any further questions, please feel free to contact me.

Chief Brent R. Stevens

LaBelle Fire Department

Office 863-675-1537

bstevens@citylabelle.com

Sheriff Hendry County

STEVE WHIDDEN, SHERIFF

Prepared for:
Swamp Cabbage Committee

Address:
8 Park Avenue
LaBelle, FL. 33935.

Prepared by Lieutenant Allen Hudson
Hendry County Sheriff's Office

This document is intended to serve as confirmation of the fact that the Hendry County Sheriff's Office has no objections to the upcoming Swamp Cabbage event.

Hendry County Sheriff's Office will respond to all calls for service as needed and check on the event throughout.

I did speak with Mrs. Shellie Lowe in reference to this event and assured her the Sheriff's Office will supply adequate Law enforcement services during all events. A detail contract between the Sheriff's Office and the committee will be finalized to have law enforcement presence on site.

The event starts on 02-22-2024 and ends on 02-23-2024. The location of the event is Barron Park 1559 Desoto Avenue in Labelle Florida 33935. I have been attending the meetings leading up to this event and will be supplied a copy of the site map in case of any emergencies.

You are welcome to call me at either number below if you have and questions and or concerns.

Thank you.

Lieutenant Allen Hudson
Road Patrol District Commander
ahudson@hendrysheriff.org
Office: 863-674-5606
Cell: 863-673-1984

Hendry County Public Safety

PO Box 1760
LaBelle, Florida 33975-1760
Phone (863) 674-5412 Fax (863) 612-0723

AMY STAFFORD
OPERATIONS CHIEF
AMY.STAFFORD@HENDRYFLA.NET

SHEILA SHELTRA
EMS COORDINATOR
SHEILA.SHELTRA@HENDRYFLA.NET

DR. J. TENNYSON, M.D
MEDICAL DIRECTOR

November 5, 2024

To Whom it May Concern,

I have been contacted by the Swamp Cabbage Committee in reference to Swamp Cabbage Festival February 22 & 23, 2025. Hendry County EMS has no objection to the Festival and will provide adequate coverage as needed for the festival. If you have any questions please feel free to contact me.

Sincerely,

Amy M. Stafford
Hendry County Public Safety
EMS/Fire Operations Chief

TEMPORARY USE & SPECIAL EVENT APPLICATION

CITY OF LABELLE, FLORIDA

APPLICATION NUMBER: TU20___-_____(Assigned by City)
DATE RECEIVED: _____

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

Tax Parcel I. D. #: 2 29 43 08 A00 0007.0100; 2 29 43 05 A00 0035.0000

Site Address: 670 W Hickpochee Avenue; 700 Shady Oaks Avenue

City: LaBelle State: FL Zip Code: 33935

2. **APPLICANT:** Caloosa Humane Society, Inc.
(Person or entity conducting the use or event)

Mailing Address: PO Box 2337

City: LaBelle State: FL Zip Code: 33975

Work Phone Number: 863-675-7387 Home Phone Number: _____

Fax number: _____ Email: director@caloosahumanesociety.org

3. **PROPERTY OWNER:** Falcon Eyrie Farms, LC

Mailing Address: PO Box 1710

City: LaBelle State: FL Zip Code: 33975

Work Phone Number: 501-258-4505 Home Phone Number: 501-258-4505

Email: danperegrin@gmail.com

NOTE: The application must include all pertinent information (Name, address, phone numbers, etc.) for all owners of land affected by this application. If the space provided above is not sufficient to list all of the

owners then, the additional information must be provided on a separate sheet(s). If property is owned by the City of LaBelle, please list that as owner.

4. **APPLICANT'S REQUEST (Proposed Temporary Use/Event Information.):**

Swamp Stomp 5k Race

Will any roads need to be closed down for the event? yes

Will there be alcohol served at the event? By whom? No

Please note, use of alcohol will need to be approved by the City Commission*

How many people are expected to attend the event? 500

Event Date: 2/24/25 **Requested Event Hours:** 6am - 10am

5. **THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE APPLICATION AND MUST BE ATTACHED: (please provide all needed information when submitting)**

6. **Completed Temporary Use Application Form (must include the following)**

____ **Affidavit of Ownership and Agent Authorization**: The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

____ **Area Location Map**: The location of the subject property indicated on a Map or an aerial photograph. This map shall reference known major streets and geographic features with sufficient clarity as to be recognizable by the general public.

____ **Legible Site Plan**: Drawing demonstrating right-of-way to be vacated on 8-1/2" x 11" paper with legible text showing all data pertinent to the proposed vacation, including **at least** the following:

-Date of drawing
- Scale
-North arrow
-Location of proposed uses
-Location of existing structures
-Location of access point(s) from adjacent roadways
-Location of Parking areas

____ **Letters of No Objection**: Letters from the following agencies:

HCSO-Lt. Allen Hudson-ahudson@hendrysheriff.org/863-674-5606
Hendry County EMS-Amy Stafford-amy.stafford@hendryfla.net/863-675-5220
City of LaBelle Fire Dept.-Chief Brent Stevens-bstevens@citylabelle.com 863-675-1537

Events with an expected attendance of 1,000+ people will require an Emergency Action Plan*

____ **Application Fee**: Check made payable to "City of LaBelle" with fee per adopted Fee Schedule.
Fee Schedule available at citylabelle.com under the "Government" tab>"Forms and Applications"

APPLICANT SIGNATURE (Signed by person applying for permit)

Rebecca Crum
Applicant Name (Print)

Rebecca Crum
Applicant Signature

This is to be signed by owner of the property, if applicable. This proves that that the owner has designated the authorized agent as representative of the property.

AGENT AUTHORIZATION

The undersigned to hereby swear or affirm that they are the fee simple title holders and owners of the record of property commonly known as LABELLE BREWING Co
And legally described in Exhibit A attached hereto.

We hereby designate REBECCA Crum 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 of owner Date: 11/11/24

Daniel M. Peregrin
Print or type name of person signing above

FALCON EYRIE FARMS, LC
Name of owner/agent entity if a corporation, L.L.C., partnership, or trust

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

STATE OF Fla
COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 11th (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced _____(type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:

DEBRA L. MCKEE
Commission # HH 083432
Expires January 21, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Signature of Notary Public

Debra McKee
Printed Name of Notary Public

This is stating that all information provided is true. To be signed by owner or authorized representative. Must be notarized.

AFFIDAVIT

I, Rebecca Crum 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.

Rebecca Crum Date: 11/19/24
Signature of owner or authorized agent

Rebecca Crum
Print or type name of person signing above

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

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

STATE OF FLORIDA
COUNTY OF HENDRY

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 11/19/2024 (date) by (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC STAMP/SEAL:

Lisa A. Jones
Signature of Notary Public

LISA A. JONES
Commission # HH 216583
Expires February 19, 2026

Printed Name of Notary Public

ATTENTION

This application must be completed (please type or legibly print) and resubmitted, with all requirements herein, to **City Hall attn: the Superintendent of Public Works, or the Deputy Clerk**. This application must be ***filled out completely*** and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit in a form approved by the City is required from the owner of the property that is requesting the vacation. The agent affidavit must be completely filled out and submitted with this application. If the property is in multiple-ownership, then all of the owners or their designated agent(s) must sign this application. All owners of property that will be affected by this application must either sign this application or fill out an agent affidavit.

This application will be reviewed by City staff for completeness and their approval. The applicant is fully responsible for researching and knowing any and all laws, which may be applicable and affect the outcome of the any decision on the application request. The City assumes no responsibility or liability relating to the failure to research and know all applicable laws including, but not limited to, state, federal and city laws, codes, land development regulations or the adopted comprehensive plan.

*Applicant is responsible for obtaining the appropriate insurance for the event. Contact your service provider or go to https://gatherguard.com/

*Indoor events with an attendance of 50 people or more will require crowd management by the Sheriff's Dept. or Fire Dept. in accordance with F.S.

SWAMP 5K STOMP
CALOOSA HUMANE SOCIETY
Belle Arbor by
Tarpon Dr
LaBelle Brewing
Aqua Isles Blvd
Life Mini
Two Peas Cafe
Central Mobile
Homes Of LaBelle
Miller Ave
Manatee Ave
Withlacoochee Ave
Dr Martin Luther King Blvd
Suwanee Ave
Kissimmee Ave
Fordson Ave
Seminole Ave
Collier Ave
W Lincoln Ave
Edison Ave
Hitchiti Trail
Leal's Tires of LaBelle
Google

RESOLUTION NO. 2023-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA, ADOPTING PROCEDURES FOR TEMPORARY ROAD CLOSURES FOR SPECIAL EVENTS, ACKNOWLEDGING FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS REGARDING SAME, DESIGNATING A CITY OFFICIAL TO AUTHORIZE TEMPORARY ROAD CLOSURES FOR SPECIAL EVENTS WITHIN THE CITY; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Administrative Code (FAC) Chapter 14-65, specifically Section 14-65.0035, contains strict requirements promulgated by the Florida Department of Transportation ('FDOT") regarding the temporary closure of state roads for special events; and

WHEREAS, the FDOT, as the rulemaking body, has expressed its desire to begin actively enforcing compliance with the rules and procedures contained in Chapter 14-65; and

WHEREAS, the City Commission has previously adopted Resolutions to ensure compliance with some of these procedures; and

WHEREAS, the FDOT has requested that the City update, and adopt by Resolution, additional rules and procedures for the closing of State Roads for special events to identify the City official or officials who have the authority to approve the temporary closure of state roads in the City to allow special events to occur; and

WHEREAS, the City, as well as other organizations, have historically sought closure of State Road 29, and Highway 80 to conduct special events for the annual Swamp Cabbage Festival on the last Saturday of February.

WHEREAS, these events have historically included the annual Swamp Cabbage Parade and the annual Swamp Stomp 5k.

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

Section 1. The City of LaBelle hereby designates the Mayor or their designee as the official with the authority to approve the temporary closure of State Roads for special event purposes within the city limits of the City of LaBelle.

Section 2. This Resolution is created to conform to the current requirements of Chapter 14-65, Section 14-65.0035 and Section 14-65.0075, *Florida Administrative Code*, which contains the rules and procedures to follow when applying for temporary closing of State Roads for special events.

Section 3. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of LaBelle, Florida, this 14th day of December, 2023.

CITY OF LABELLE, FLORIDA

Julie C. Wilkins, Mayor

ATTEST:

Jessi Zubaty, City Clerk

City of LaBelle Board of Commissioners
Agenda Request

To:	Honorable Mayor and City Commission
Prepared By:	Doug Morgan
Date of Meeting:	12/12/24
Date Submitted:	11/26/24
Title of Agenda Item:	Purchase of Animal Control truck
Agenda Location:	Consent

Report in brief: We put $50K in budget for another animal control truck, needing to purchase truck now.

.

Staff Comments: Attached are quotes of trucks. One quote is from FSA.com who handles government contracts for items. Truck on that site would have to be ordered, would like Board to approve purchase of similar truck at similar price that is available on a lot now.

Fiscal Impact: N/A

Recommended Actions: Recommend Board approval to purchase truck.

City of Labelle

Specification #	177
Unit Description	TK20743

Prepared for:

11/26/2024
City of Labelle
Attn: Doug Morgan
dougmorgan@citylabelle.com
863-673-0952

Prepared by:

Garber Chevrolet Buick GMC
Dan Drake
(904) 264-2442 ext.2332 FAX: (904) 284-0054
3340 Hwy 17 Green Cove Springs, FL 32043
ddrake@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

TK20743 — 2025 GMC Sierra 2500 HD 4x4 Crew Cab — Base Price $47,996.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
2024/TK20943	Price Reduction for 2024 GMC Sierra 2500 HD Long Bed 4x4 Crew Cab *CREDIT*	(1,386.00)		($1,386.00)
1SA	Pro Preferred Equipment Group includes standard equipment	Included		$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	Included		$0.00
MKM	Transmission, Allison 10-Speed automatic (STD)	Included		$0.00
GAZ	Summit White	Included		$0.00
AZ3	Seats, front 40/20/40 split-bench	Included		$0.00
H2G	Jet Black, Vinyl seat trim	Included		$0.00
QXT	Tires, LT265/70R17E all-terrain, blackwall	200.00	(4.00)	$196.00
ZLQ	Fleet Convenience Package (inc. Cruise and Tow Mirrors)	880.00	(18.00)	$862.00
JL1	Trailer brake controller (Class V Towing Pkg w/ Wiring Included)	275.00	(6.00)	$269.00
KW5	Alternator, 220 amp	150.00	(3.00)	$147.00
NZZ	Skid Plates	150.00	(3.00)	$147.00
5H1	Key equipment, two additional key fobs	45.00	(1.00)	$44.00
KI4	Power outlet, instrument panel, 120-volt	225.00	(5.00)	$220.00
BUC	Back Up Camera	Included		$0.00
STD	Power Windows, Locks, Mirrors, Keyless Entry	Included		$0.00
	NON OEM OPTIONS:		**HOURS:**	
STEPS	Westin Pro Traxx Steps	509.00	1.00	$509.00
TINT	Dealer Tint Windows Legal Includes Windshield Strip	320.00		$320.00
INST	1.0 EVT Certified Installation @ ($125/hr)	125.00		$125.00
TAG	Temporary Tag	6.00		$6.00
DEL	Delivery	Included		$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE ***$ 49,455.00***

City of La Belle

Specification #	155
Unit Description	CK20753

GARBER FLEET SALES

Prepared for:	Prepared by:
11/25/2024	***Garber Chevrolet Buick GMC***
City of La Belle	Dan Drake
Attn: Doug Morgan	*(904) 264-2442 ext.23532FAX: (904) 284-0054*
dougmorgan@citylabelle.com	*3340 Hwy 17 Green Cove Springs, FL 32043*
863-673-0952	ddrake@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

		Base Price
CK20753	2025 Chevrolet Silverado 2500HD 4WD Double Cab Work Truck	$45,196.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1WT	Work Truck Preferred Equipment Group	Included		$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	Included		$0.00
MKM	Transmission, Allison 10-Speed automatic	Included		$0.00
GAZ	Summit White	Included		$0.00
H2G	Jet Black, Vinyl seat trim	Included		$0.00
PCV	WT Convenience Package	785.00	(16.00)	$769.00
DBG	Mirrors, outside power-adjustable vertical trailering (Inc. with PCV)	Included		$0.00
VK3	License plate kit, front	Included		$0.00
5H1	Key equipment, two additional key fobs	45.00	(1.00)	$44.00
	Non-OEM Equipment:			
TINT	Dealer Tint Windows Legal Includes Windshield Strip	320.00		$320.00
STEPS	Westin Pro Traxx Oval Nerf Steps	509.00	**1.00**	$509.00
INST	1.0 hrs EVT Certified Installation @ ($125/hr)	125.00		$125.00
TTAG	Temporary Tag	6.00		$6.00
DEL	Delivery	Included		$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE	***$ 46,969.00***

TUESDAY | WEDNESDAY | THURSDAY | FRIDAY

VICTORY LAYNE CHEVROLET
Fort Myers, Florida

CHEVROLET

Date: 11/8/2024
Salesperson: Jeff Princile
Manager: Chris Campion
Customer ID #: 0000166056

FOR INTERNAL USE ONLY

BUSINESS NAME CITY OF LABELLE — Home Phone :

CONTACT

Address : 481 WEST HICKPOCHEE AVE
LABELLE, FL 33935
HENDRY — Work Phone :

E-Mail : MWILLS@CITYLABELLE.COM — Cell Phone : (863) 835-2774

VEHICLE

Stock # : S4678 — New / Used : New — VIN : 3GCPDAEK3RG248352 — Mileage:

Vehicle : 2024 Chevrolet Silverado 1500 — Color : SUMMIT WHITE

Type : Work Truck 4x4 Crew Cab 5.75 ft. bo — CK10543

Body Size : — Style : — Weight : 4865 — Unit Class :

Market Value Selling Price	49,740.00
Discount	1,006.00
Rebate	2,750.00
Adjusted Price	45,984.00
Pinstripe/Tint	349.00
5 Year On-Star	289.00
Total Purchase	46,622.00
Taxable Fees (Estimated)	49.00
Doc Fee	599.00
Non Tax Fees	8.50
Balance	47,278.50

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

City of LaBelle Board of Commissioners
Agenda Request

To: Honorable Mayor and City Commission

Prepared By: Tijauna Warner, MMC, Deputy City Clerk

Date of Meeting: December 12, 2024

Date Submitted: December 2, 2024

Title of Agenda Item: Resolution 2024-32

Agenda Location: Consent Agenda

Report in brief: The City of Labelle has yet to establish a comprehensive Records Management Policy, resulting in the storage of records in an unsecured and inefficient location. Under Section 257.36 of the Florida Statutes, all public agencies are required to develop and maintain a formal records management program to ensure the efficient and cost-effective management of public records. To comply with this legal obligation, the City must implement a structured records management program with clearly defined, written policies and procedures. It is essential that all decision-making processes related to information management—whether in policy development, procedural updates, or technology implementation—align with and support the established standards and objectives of the City's Records Management Program. By doing so, the City will not only meet legal requirements but also improve operational efficiency and safeguard public records.

Staff Comments: The City of LaBelle is required to comply with Section 257.36 of the Florida Statutes.

Fiscal Impact: N/A

Recommended Actions: The City Clerk Department recommends the City of LaBelle City Commission approve Resolution 2024-32.

RESOLUTION 2024 - 32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; HENDRY COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SML, INC. FOR PROFESSIONAL RECORDS MANAGEMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of LaBelle, Florida (the "City"), recognizes the importance of managing public records efficiently and in accordance with applicable laws and regulations; and

WHEREAS, Section 257.36 of the Florida Statutes requires all public agencies to establish and maintain a formal records management program to ensure the economical and efficient management of public records; and

WHEREAS, the City has identified the need for professional records management services to establish and implement an effective records management program; and

WHEREAS, SML, Inc., a professional service provider with expertise in records management, has submitted a proposal to assist the City with the development and implementation of a comprehensive records management program; and

WHEREAS, the City Commission finds and determines that it is in the best interest of the City to enter into an agreement with SML, Inc. for professional records management services to ensure compliance with Florida Statutes and to improve the management, storage, and retrieval of public records;

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

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same is hereby made a specific part of this Resolution.

Section 2. Authorization. The City Commission hereby authorizes the Mayor to execute an agreement with SML, Inc. for professional records management services. The scope of services, fees, and terms of the agreement shall be in accordance with the proposal submitted by SML, Inc. and any other necessary provisions as deemed appropriate by the Mayor and Deputy City Clerk.

Section 3. Adoption. The Mayor is authorized to take all necessary actions to implement and manage the terms of the agreement, including but not limited to approving any amendments or modifications to the agreement as may be required for the successful completion of the project.

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

DONE AND RESOLVED at the Regular Scheduled Meeting of the City Commission of the City of LaBelle, Florida, on this 12th day of December 2024.

_____
Julie C. Wilkins, Mayor

ATTEST:

_____
Tijauna Warner, MMC, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Derek Rooney, City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Akin	_____ (Yes)	_____ (No)
Commissioner Ratica	_____ (Yes)	_____ (No)
Commissioner Spratt	_____ (Yes)	_____ (No)
Commissioner Vargas	_____ (Yes)	_____ (No)
Mayor Wilkins	_____ (Yes)	_____ (No)

EXHIBIT "A"

SML, Inc Professional Service Agreement

(attached)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered this _____day of _____, 2024, by and between SML, Inc. (CONSULTANT) and the City of LaBelle (CITY).

RECITALS:

A. CITY is in need of Records Management Services as described in *Records Management Plan & Onsite Records Management Consulting Proposal and Statement of Qualifications* dated December 2, 2024 (Attached).

B. CONSULTANT possesses all necessary qualifications and expertise to perform the Services.

C. CITY wishes to engage the services of the CONSULTANT, and CONSULTANT wishes to perform the services for CITY, under the terms and conditions set forth herein and as indicated in *Records Management Plan & Onsite Records Management Consulting Proposal and Statement of Qualifications* dated December 2, 2024 (Attached).

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, CONSULTANT and CITY agree as follows:

TERMS:

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of the Agreement.

2. **TERM:** The term of this Agreement shall commence on the date hereof and continue for a period of One (1) Year.

3. **QUALIFICATION:** CONSULTANT represents and warrants to CITY he possesses all qualifications and expertise required for the performance of the Services and all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

4. **COMPENSATION:** The amount of compensation payable by CITY to the CONSULTANT shall be made as follows and in accordance with *Records Management Plan & Onsite Records Management Consulting Proposal and Statement of Qualifications* dated December 2, 2024 (Attached).

All payments shall be made within thirty (30) days after receipt of CONSULTANT invoice.

5. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** CONSULTANT understands this Agreement is subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. CITY and CONSULTANT agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

6. **NON-DISCRIMINATION:** CONSULTANT represents and warrants to CITY CONSULTANT does not and will not engage in discriminatory practices and there shall be no discrimination relating to CONSULTANT's performance under this Agreement because race, color, sex, religion, age, handicap, marital status or national origin.

7. **ASSIGNMENT:** This Agreement shall not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY, which may be withheld or conditioned, at CITY's sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CITY OF LABELLE:

By: _____ _____
Print Name and Title

SML, Inc.:

By: _____
Matt Daugherty, Vice President/Consultant – SML, Inc.

Records Management Plan & Onsite Records Management Consulting

For the

City of LaBelle, Florida

Proposal and Statement of Qualifications

December 2, 2024

Matt Daugherty, CRM
Executive Vice President
Post Office Box 484, Vero Beach, Florida 32961
813.528.2705
mattdaugherty@msn.com
www.smlinfo.net

SML, INC.
Information Analysis, Design, Planning and Training

December 2, 2024

Tijauna Warner, BAS, MMC
Deputy City Clerk/Custodian of Public Records/P.I.O.
481 West Hickpochee Avenue
LaBelle, FL 33935
tiawarner@citylabelle.com

Ms. Warner,

It was very nice speaking with you again last week. I appreciate your continued interest in our services and your dedication to improving the city's records management program. I am pleased to propose services related to city records management improvements to include the development of a written, city-wide, **Records Management Plan** and **Onsite Records Management Consulting Services**. This document serves to clarify the scope of these services, general timeline, and related fees.

I. COMPREHENSIVE RECORDS PROGRAM GOALS:

Section 257.36, Florida Statute mandates every public agency establish and maintain a records management program to ensure the economical and efficient management of agency information. To meet this mandate, a records program must be formalized and administered with key components established in writing. All decision-making affecting the management of information, either directly or indirectly (e.g. policy/procedure development, technology implementation, etc.) should consider the agency's Records Management Program standards and goals.

A. ACCESS

1. Internal – management access to both active and inactive records in an accurate and timely fashion to facilitate government processes.

2. External – management access to both active and inactive records in an accurate and timely fashion to facilitate public records request.

B. RETENTION

1. Retention of records in accordance with all local, state and federal requirements.

2. Retention of all records under secure conditions, preventing unauthorized access by both employees and third parties

C. DISPOSITION

1. Timely destruction of records at the end of their retention period in a secure manner.

2. Disposition documentation pursuant to state requirements.

D. PRESERVATION

1. Protection of all records from physical calamity and decay.
    i. Provision for disaster recovery, vital records protection

2. Conversion of long-term retention records for appropriate preservation.

3. Storage of all records under secure conditions, preventing unauthorized access by both employees and third parties.

II. DEVELOPMENT OF A RECORDS MANAGEMENT PLAN

SML will develop and deliver a written Records Management Plan. This includes two digital copies (one in PDF format and one in MS Word). The plan will be comprehensive, systematic, legally sufficient, and efficient in its approach. The plan will be based on general requirements and specific data relative to the city and its operations. The plan will be long-range, describing in detail steps to be taken to achieve all comprehensive records program goals listed above.

The plan will address the following:

- **Records Management Program Goals and Approach**
- **Program Implementation**
- **Program Administration**
- **Program Maintenance**
- **Training**
- **Public Records Definitions**
- **Public Agency Status**
- **Categorization of Data**
- **Scheduling**
- **Disposition**
- **Format & Media Selection**
- **Imaging**
- **Electronic Communications**
- **Social Media**
- **Storage & Security**
- **Filing Systems**
- **Public Records Access (Public Records Request)**
- **Exemptions**
- **Agency Specific Records Collections Issues**
- **Policies & Procedures**
- **Contracts Management**

The plan will include:

- **Narrative explanations, and recommendations.**
- **A detailed implementation narrative and project checklist.**
- **An executive summary.**
- **Draft Policies and Procedures**
- **Bid specifications for implementation.**
- **A systematic disposition procedure for all Public Records in accordance with Rule Chapter 1B-24, F.A.C.**
- **A filing system matrix together with an automated file code tracking system and/or boxed record index, word searchable, written to Microsoft Excel.**
- **Organizational structure recommendations related to record operations.**
- **An email policy for automated retention and disposition.**
- **An Agency-Wide Disposition List for Agency Public Records in accordance with Rule Chapter 1B-24, F.A.C. based on a record series title inventory.**
- **A training outline and training manual to be used by personnel with record responsibilities.**
- **A list of references and published sources used during preparation.**

Traditional data collection and analysis techniques will be employed including but not limited to, on-site interviews with relevant staff; hands on evaluation of high density and key record collections; review and analysis of existing policy and procedures. A review and analysis of record management operations will be made resulting in a comprehensive narrative records management plan. Except for clerical functions, I will perform all related project activities. All data analysis and recommendations will be my personal responsibility.

Project Scope & Timeframe:

1. **On-site Data Collection – One to Two Days**

2. **Off-site Data Collection, Data Analysis, Agency-Wide Disposition List Creation, and Writing of Records Management Plan – Sixty to Ninety Days**

3. Management Presentation - Following the delivery of the plan, I will present findings and recommendations to management. This will give the agency an opportunity to discuss recommendations. Management presentation must be scheduled and completed within six months of delivery of the plan narrative.

4. Agency-Wide Training (Optional) - If requested and scheduled within six months of the delivery of the Records Plan, I will provide a one-day, six-hour training at no additional cost (training is separate from project billing).

III. ONSITE RM CONSULTING SERVICES

SML, Inc., will assist the City of LaBelle (Agency) onsite in implementing identified improvements to and maintaining the City's Records Management Program. Implementation services would include on-site technical assistance of nearly any records related service including, but not limited to:

- Records collection and storage area review,
- Identification and documentation of records eligible for destruction,
- Implementation of file code systems,
- Indexing and organization services,
- Electronic records review
- Policy/Procedure Development
- Staff Training and Professional Development

IV. SERVICE FEES

A. RECORDS MANAGEMENT PLAN – The fee for the on-site visit, data collection and analysis, creation of an agency wide disposition list and writing of the Plan is **$21,000.00 inclusive, one half billable upon completion of the on-site data collection and the second half billable upon delivery of the Plan narrative**. This fee is inclusive of any travel expenses from my office in St. Augustine, FL.

Future Plan Updates – Updating of the Plan every three years to remain legally compliant and current with technology and agency business process changes is recommended. If procured within the three-year period, updates will be billed at **25% of the initial Plan fee**.

B. ONSITE RECORDS MANAGEMENT CONSULTING SERVICES - The fee for consulting services is $2,000.00 per business day (9:00am-4:00pm) billed per visit. This sum includes all related travel costs. **As discussed, the city would like to procure 2 days for the fiscal year. Total billing for 2 days of service at the above rate is $4,000.00.**

TOTAL PROJECT COSTS: $25,000.00.

V. PROFESSIONAL EXPERIENCE

SML, Inc. has worked with numerous agencies on similar projects. Most recently, I completed comprehensive records management plans for the City of Gulf Breeze, the City of Jacksonville Beach, the City of Coral Springs, and the City of Coconut Creek. SML, Inc., continues to consult with municipalities around the state. This includes the City of Clermont where we have assisted in the **disposal of 12,932.86 cubic feet of**

paper records and 240.70 GB of digital data to date. We maintain annual consulting services as proposed for a number of cities including the City of Coconut Creek, the City of Margate, the City of Gulfport, and the City of Seminole.

Numerous references are available upon request. I have over **twenty-two years of professional experience** managing Florida Public Records. I am a **Certified Records Manager (CRM)** through the Institute of Certified Records Managers (ICRM). Immediately prior to my position with SML, Inc, I served as **Records Analyst in the Records and Information Management Program of the Florida Department of State, State Library and Archives** providing records management technical assistance to all levels of Public Agencies; developing statewide policies and procedures; assisting in the operation of the State Records Center and conducting regional seminars on Public Records Law and Public Records Management. I hold a **Master of Arts degree** from Florida State University with a concentration in Records and Archives Management.

Our consultants bring over **forty years of professional experience** working with nearly every type and size of agency. We provide innovative and comprehensive records and information management consulting services to government agencies and the private sector including Comprehensive Records and Information Management Planning; Records Retention Services; Disposition Services; Email Management; Training; Policy and Procedure Development; Facilities Management; Records Storage; a full range of Imaging Services and Compliance Monitoring. Additionally, we regularly conduct 12-hour seminars for CEU's through the John Scott Dailey, Florida Institute of Government on Public Records Law and Public Records Management. These seminars are certified for credit by the IIMC for the Certified Municipal Clerk and Master Municipal Clerk program and ongoing education. We also conduct public records courses as part of the Florida Department of Revenue College for Tax Collectors and Property Appraisers and the Florida Association of Code Enforcement certification program.

I appreciate the opportunity to work with you towards a successful records management program. Please give me a call to discuss any of this you wish.

Sincerely,

Matt Daugherty, CRM
Executive Vice President – SML, Inc.

Cc: Steve Lewis

List of Recent Florida Clients:

Municipalities
City of Clermont
City of Coconut Creek
City of Coral Springs
City of DeBary
City of Doral
City of Eagle Lake
City of Eustis
City of Fruitland Park
City of Groveland
City of Gulf Breeze
City of Gulfport
City of Holmes Beach
City of Indian Rocks Beach
City of Jacksonville Beach
Town of Lady Lake
City of Madeira Beach
City of Margate
City of Mulberry
City of North Lauderdale
City of Ormond Beach
City of Plant City
City of Seminole

Counties
Clay County Utility Authority

State Agencies/Universities
Florida Atlantic University
Florida Department of Revenue
Florida Gulf Coast University
Florida State University
University of South Florida

Other
Central Florida Expressway Authority
Constangy, Brooks, Smith & Prophete
Florida Association of City Clerks
Florida Association of Code Enforcement
Florida Government Finance Officers Association
Florida Tax Collectors Association

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES PROCURED BY ANOTHER GOVERNMENTAL ENTITY

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2024 by and between the City of LaBelle, hereinafter referred to as the "City", and Steve M. Lewis, Inc., dba SML, Inc., a Florida corporation, hereinafter referred to as the "Contractor", collectively the "Parties".

WHEREAS, Contractor entered into an agreement dated May 1, 2023 for Records Management Services with the Clay County Utility Authority, a Florida local government entity, (the "Contract") attached hereto and incorporated herein as Exhibit "A" to this Agreement; and

WHEREAS, the City of LaBelle, a Florida municipal corporation, has the legal authority pursuant to Section 2-63(d) of the LaBelle Code to "piggyback" onto a contract competitively awarded to another Florida governmental entity when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Contractor and the City for utilization of the same or similar services for Water and Wastewater Miscellaneous Construction/Maintenance Services (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW, THEREFORE, having been found to be in the public interest and in consideration of their respective undertakings hereunder, the Parties agree as follows:

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the Clay County Utility Authority and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of LaBelle" shall be substituted for the term "Clay County Utility Authority" throughout the Contract.

2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the Work is completed.

3. The Contractor agrees to provide City with all insurance and legal certificates in the name of the City as required by the Contract.

4. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

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

b. Upon request from the public agency's custodian of public records, the Contractor

shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

f. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.

g. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

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

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

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

i. A notice complies with subparagraph 4.(h).ii. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

j. A Contractor who complies with a public records request within 8 business days

after the notice is sent is not liable for the reasonable costs of enforcement.

k. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of LaBelle, Attn: Tia Warner, City Clerk, 481 W Hickpochee Ave., LaBelle, FL 33935. tiawarner@citylabelle.com (863) 675-2872

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective on the date the last party hereto executes below.

CITY OF LABELLE:
Date Signed: _____

ATTEST:

_____
Julie Wilkins, Mayor

_____
CITY CLERK

_____
Derek Rooney, City Attorney

WITNESSES:

_____

NAME:_____
[PRINT/TYPE]

_____

NAME:_____
[PRINT/TYPE]

"CONTRACTOR"

BY:_____
NAME:_____
[PRINT/TYPE]

TITLE:_____
DATE:_____

LaBelle ARPA Funding Priorities

Item	
Total ARPA Allocation	$2,600,000
Comp Plan and Land Development Code Amendment	$50,000
Engineering Standards Update	$25,000
VacTruck Purchase	$574,000
Misc. Water System Improvements Key Valve Replacem	$305,000
Misc. Water Treatment System Improvements	$250,000
Misc. Lift Station Improvements	$968,000
Engineering/O&M Support of Misc. Improvements	$150,000
Water Main GHI Design	$95,000
Misc. Roadway Paving	$100,000
Centegix Safety Platform	$83,000
Total	$2,600,000
Delta	$0

PROPOSAL FOR PROFESSIONAL SERVICES

November 26, 2024

Ms. Julie Wilkins
City of LaBelle ("Client")
481 West Hickpochee Avenue, LaBelle, FL 33935
RVi Project Number: 24009137

RE: **City of LaBelle Comprehensive Plan Update**

Dear Ms. Wilkins:

RVi Planning + Landscape Architecture ("Consultant") is pleased to submit the attached proposal for professional services to assist in the City of LaBelle's Comprehensive Plan Update ("Project"). Below is a summary of services.

- Provide a preliminary assessment of the Comprehensive Plan with a listing of updates required per changes to Florida Statutes and based upon evolving conditions in the City since the last update.
- Conduct two (2) community workshops to garner input on the Project (held concurrently with LDC Update workshops).
- Prepare Comprehensive Plan in strike-through underline format, ordinance and staff report.
- Present the Comprehensive Plan and LDC Updates to the Local Planning Agency and City Commission, as required for transmittal and adoption (held concurrently with LDC Update workshops).

The known relevant local governmental authorities ("RGA's") having jurisdiction over the Project is: City of LaBelle and Department of Commerce.

The Client will directly contract with the following sub-consultants: land use attorney, utilities consultant, and civil engineer.

Please review the attached scope of services and provide your approval by signing at Article 11.

Sincerely,

Alexis Crespo, AICP
Vice President of Planning

PROFESSIONAL SERVICES AGREEMENT – LAND PLANNING

Project Name: City of LaBelle Comprehensive Plan Update

RVi# 24009137

Client Name: City of LaBelle

Client Address: 481 Hickpochee Avenue, LaBelle, FL 33935

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of services.

ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, the following services with respect to the Project.

1.1 (TASK 01) PRELIMINARY ASSESSMENT

1. Attend a project kickoff meeting to gain a more comprehensive understanding of the development history, potential project land uses and the Client's development objectives.
2. Review Comprehensive Plan and perform data collection and analysis.
3. Prepare inventory of updates required for compliance with Florida Statutes.
4. Produce a memorandum outlining the findings of the assessment and recommended amendments.
5. Present the findings of the assessment to the City Commission.

1.2 (TASK 02) COMPREHENSIVE PLAN UPDATE

1. Prepare strike-through underline of changes to adopted Goals, Objectives and Policies to address changing conditions in the City and required updates identified in the Preliminary Assessment.
2. Prepare supportive staff report and ordinance.
3. Prepare updated Future Land Use Map and updates to the map series, as required by the Project.

1.3 (TASK 03) HEARING & MEETING SERVICES

1. Prepare for and attend one (1) public hearings before the LPA and two (2) hearings City Commission as required for transmittal and adoption of the ordinances (held concurrently with LDC Update workshops).
2. Prepare for and attend two (2) community workshops, the first at the outset of the project, and the second prior to public hearings to obtain feedback and input from the public (held concurrently with LDC Update workshops).

ARTICLE 2: ADDITIONAL SERVICES

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.3 of this Agreement, or, at the Consultant's sole option, under a separate Professional Services Agreement.

2.1 Additional Services include, without limitation, the following:

1. Providing services other than those set forth in Article 1 of this Agreement.
2. Retaining subconsultants, such as an architect, civil engineer, surveyor, traffic engineer, environmental engineer, or geotechnical services, not identified in proposal.
3. Site utilization study and site planning on individual tracts
4. Permit preparation and processing including data collection, consultation, preparation of documents and applications, and submission and processing of permits with governmental authorities having regulatory jurisdiction over the Project that are not listed in Basic Services of this Agreement.
5. Preparation and printing of materials, renderings, brochures, and other promotional items beyond the items listed as Basic Services. Preparation of presentation materials for marketing or purposes other than in-progress approvals by RGAs. Construction of presentation models or preparation of finish quality renderings.
6. Assistance or testimony in litigation, mediation or arbitration concerning the Project;
7. Revisions to documents previously provided by Consultant due to: changes in the Project's scope, budget, land use or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT

3.1 Client shall provide, in a timely manner, all criteria and full information as to Client's requirements for the Project, including without limitation:

1. Legal description and to-scale boundary survey of the property;
2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
3. Topographic survey including 1' or 2' contours, tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, environmental features, setback and endangered species habitat, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property. All files to be in AutoCAD format.
4. As soon as it becomes available, financial/economic information setting forth the budget limitations of the Project.

ARTICLE 4: COMPENSATION

4.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

Hourly: Consultant's compensation shall include the total for Basic Services (the "Basic Fee") and Additional Services performed on an hourly basis at the rates set forth in Section 4.3, plus reimbursable expenses as set forth in Section 4.4. Consultant's estimated compensation for Basic Services for each phase of the Project are set forth below. The amounts indicated do not include amounts for Additional Services or resulting from substantial change in scope of the Project or services but will otherwise not be exceeded without authorization from the Client. The Client agrees to pay the Consultant the following maximum fees for the Basic Services. Fees for Basic Services:

Task 01:	Preliminary Assessment	$ 5,000
Task 02:	Comprehensive Plan Update	$ 20,000
Task 03:	Hearing & Meeting Services	$ 2,500
	Total Hourly Fees:	**$ 27,500**

4.2 INVOICING AND PAYMENT

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred, in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable ten (10) days following the date of the invoice, at the office of **RVi, 1611 West 5th Street, Suite 175, Austin, Texas 78703.** Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement. *Consultant retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if Client does not comply with the payment terms above. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by RVi in connection with the collection of overdue accounts of Client.*

The Client's billing contact information is outlined in "Client's Billing Contacts" attached.

4.3 HOURLY RATES

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	$220.00 - $300.00
Associate Principal	$190.00 - $275.00
Practice Director	$160.00 - $275.00
Project Director	$150.00 - $250.00
Project Manager	$140.00 - $250.00
Landscape Architect (PLA)/Planner (AICP)	$150.00 - $225.00
Designer/Planner/Intern	$90.00 - $205.00
Technical, Administrative	$80.00 - $175.00

4.4 REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, cloud data storage, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; and costs of obtaining permits and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.

ARTICLE 5: CHANGES

5.1 Changes. The Consultant and the Client may make changes to the Agreement at any time, but only by written amendment signed by both parties, or by Client's oral request confirmed by Consultant in writing (or email) indicating its acceptance. If such changes cause an increase or decrease in the Consultants' cost of, or time required for, performance of any services, Consultant shall be entitled to an equitable adjustment in compensation and/or completion time.

5.2 Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under the Agreement after the date of execution of the Agreement, the increased or decreased cost of performance of the services provided for in the Agreement and subsequent agreements shall be reflected in an appropriate written amendment to the Agreement.

ARTICLE 6: RESPONSIBILITIES OF THE PARTIES

6.1 Access. Client will provide Consultant with access to the Project site or to any other site as required by Consultant for performance of the Services.

6.2 Client shall designate a single person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever it observes or otherwise becomes aware of any defect in the work. If the Client retains a Construction Manager ("CM") for the Project, the Client shall clearly set forth the duties, responsibilities the CM has been assigned by the Client. The Consultant shall be entitled to rely upon the CM's decisions and directions.

6.3 Changed Conditions. Consultant shall have the authority to determine the continued adequacy of the Agreement in light of conditions first discovered or information first provided to Consultant after the execution of the Agreement. Should Consultant determine that the Agreement is no longer adequate in light of such conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of the Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

6.4 Permits. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Project. Before Consultant performs the Services, Client will provide Consultant evidence satisfactory to Consultant that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Consultant copies of any such permits or any such notices, together with any other relevant information that will alert Consultant to the requirements of such permits, approvals, or notifications.

6.5 Other Information. Consultant may rely upon commonly used sources of data including but not limited to database searches, publicly available topographic information, GPS coordinates, demographics, and other public information as required. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

6.6 Site Visits. Unless otherwise specifically set forth in the Agreement or a fully executed written Amendment, Client-requested site visits are on an as-requested fee basis for the purpose of visual observation only for general conformance with the Landscape Construction Documents at the time of observation. Client has not retained the Consultant to make inspections or to provide periodic, continuous or exhaustive Project review and observation services. Consultant's site visits do not include any obligation to identify or notify Client of any jobsite safety issues. Consultant is not obligated to conduct any tests in connection with site visits. Consultant at all times reserves the right to make site visits solely for its own collection of information relevant to, and for the benefit of, the performance of its Services.

6.7 Construction Exclusion. Consultant's scope of work does not include, and Consultant shall have no authority or responsibility for supervising, directing, performing or controlling any contractor's work, or the means, methods, techniques, sequences, safety measures, or procedures of construction selected by any contractor or subcontractor. Accordingly, Consultant shall have no responsibility or liability for the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project, including, but not limited to, compliance with any applicable law.

6.8 No Warranty. Consultant and Client acknowledge and agree that Consultant makes no warranties, express or implied, regarding the Services provided in connection with the Project and that the Services provided by Consultant are in the nature of professional services, the essence of which are the provision of advice, judgment, opinion and professional skill.

6.9 Estimates of Probable Costs. Client and Consultant agree that any construction cost estimates provided by Consultant are solely for the purpose of providing information for use in revising the Instruments of Service, and that Consultant makes no warranty, express or implied, that any estimates will not differ from bids received from contractors or the negotiated cost of the work. Opinions of cost are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant as no control over market conditions. If the fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal by more than 20%, Consultant will at the Client's request, revise the Contract Documents to comply with the project budget at no additional charge. In any event, Consultant's modification of Instruments of Service shall be its sole responsibility and Client's sole remedy for any difference between Consultant's construction cost estimates and bids received or the negotiated cost of the work.

ARTICLE 7: TERMINATION

7.1 This Agreement may be terminated by either party, at any time prior to completion of Consultant's services, upon not less than seven days' written notice, should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination; provided however, that such notice shall state the reason(s) for termination, and such termination shall not be effective if the party to whom the notice is directed, within such seven-day period, fully cures its failure to perform.

7.2 If the Client fails to make payments to the Consultant in accordance with the Agreement, such failure shall be considered failure to substantially perform and cause for termination or, at the Consultant's option and upon not less than seven days' written notice, cause for suspension of performance of services without terminating the Agreement. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay, hindrance or damage caused the Client because of such suspension of services. The Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services before having to resume services.

7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate the Agreement by giving not less than seven days' written notice. Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

7.4 This Agreement may be terminated by either party, without cause and for its convenience, at any time prior to completion of Consultant's services, upon not less than seven days' written notice to the other party. In the event that a termination by Consultant for cause is later determined to have been wrongful, then the termination shall be deemed a termination for convenience.

7.5 In the event of termination not the fault of the Consultant, the Client shall, within fifteen days following the termination, pay Consultant for all services performed prior to termination, together with reimbursable and sub-consultant expenses incurred before termination and all Termination Expenses. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant. Client waives any and all claims, causes of action and damages that it has or may have against Consultant arising out of termination not the fault of the Consultant, including termination without cause.

ARTICLE 8: LIMITATIONS OF LIABILITY

8.1 Limitation of Liability. Client and Consultant have considered the relative risks and benefits of the Project to both Client and Consultant, and agree to allocate risks such that, to the fullest extent permitted by the law, the total liability of Consultant, its directors, officers, partners, employees, subconsultants and subcontractors (the "Limited Parties"), to Client for any and all injuries, claims, losses, expenses (including attorney's fees and costs), or damages of any nature whatsoever, shall be limited such that the total aggregate liability of the Limited Parties shall not exceed the Consultant's total compensation received for services rendered and reimbursable expenses incurred in connection with the Project. This limitation shall apply to any and all liabilities and causes of action, however alleged or arising and regardless of the nature of the fault, unless otherwise prohibited by law. To the extent that any portion of this limitation is prohibited by law, such prohibited portion shall be deemed excluded from this provision, and the remainder shall remain in effect. Moreover, Client further acknowledges and understands that accessibility standards, guidelines and requirements are subject to varying interpretations, and as such, Client hereby expressly waives all claims, causes of action, liabilities and damages arising out of or in any way related to non-compliance with any and all accessibility standards, guidelines and requirements, including, without limitation, those promulgated through, by or under the Americans with Disabilities Act ("ADA"), the Fair Housing Act ("FHA"), and any of their state counterparts.

8.2 Waiver of Special/Consequential Damages. Notwithstanding any other provision of this Agreement, Client and Consultant agree that neither party, nor their respective directors, officers, employees shall in any event be liable to the other for any punitive, special, incidental, or consequential damages, including, without limitation, damages incurred for lost business opportunity or profits, arising out of or relating to the Agreement or the Project, the same being hereby expressly waived by both parties. This waiver shall apply to any and all causes of action, however alleged or arising and regardless of the nature of the fault or whether it was committed by the Client or by Consultant.

8.3 Delays. Consultant is not responsible for delays or hindrances caused by factors beyond Consultant's reasonable control, including but not limited to delays and hindrances resulting from strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Consultant's Services or work product or respond to Consultant's inquiries promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays occur, the Client agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of the Agreement. To the extent necessary as caused by any delay, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

8.4 Project Enhancement. If, due to Consultant's error or omission, any required item or component of the Project is omitted from Consultant's documents, Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Consultant be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 9: RELATIONSHIP OF PARTIES

9.1 Independent Contractor. It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.

9.2 No Fiduciary Duty. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.

9.3 Corporate Services. Client agrees that Consultant has entered the Agreement in its corporate capacity, and that all services are provided by Consultant in its corporate capacity. Client agrees that it shall look solely to Consultant in its corporate capacity and not to any of Consultant's directors, officers, partners or employees in any individual capacity with respect to obtaining any remedy.

9.4 No Third-Party Beneficiaries. Consultant's work product, including without limitation all services and all Instruments of Service that are provided in connection with the Project, are intended solely for the benefit and exclusive use of the other party, and any benefits arising out of those obligations or any other services performed by Consultant in connection with the Project that may accrue to third parties are entirely incidental. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party. There are no intended third-party beneficiaries to the Agreement.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 Merger. The Agreement, including any attachments, represents the entire and integrated agreement between the Client and the Consultant. The Agreement supersedes all prior negotiations, representations or agreements, whether written or oral, and the same shall have no force or effect. The Agreement may be amended only by written instrument signed by both Client and authorized representative Consultant.

10.2 Execution. This Agreement may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same Agreement.

10.3 Lien Rights. Client grants to Consultant a contractual lien, in addition to all constitutional, statutory and equitable liens that may exist, on the real property identified in the Agreement as the Project location, and on all improvements thereon, to secure payment for all debts owed, now or in the future, to Consultant by Client, arising from services provided and reimbursable expenses and sub-consultant costs incurred by Consultant in connection with the Project. Client grants Consultant the authority and right to file a copy of the Agreement in the Deed Records of the county or counties where the Project is located to give notice of Consultant's lien rights. If Client is not an owner of the real property or improvements at the Project location, then Client hereby assigns to Consultant, to the extent of Consultant's services on the Project, Client's lien rights under the relevant state law, including without limitation, Chapter 53 of the Texas Property Code.

10.4 Instruments of Service.

1. All designs, drawings, specifications, documents, calculations, and other work products, whether in hard copy or electronic form, prepared by the Consultant are Instruments of Service, and such Instruments of Service, as well as the concepts, designs, and ideas expressed in the Instruments of Service are for use solely with respect to the Project. The Consultant is deemed the author and owner of the Instruments of Service, regardless of whether or not services are completed, and Consultant shall retain all common law, statutory and other reserved rights, including copyrights.
2. Upon full payment by Client to Consultant under this Agreement Consultant grants to the Client a non-exclusive license to reproduce and utilize the Consultant's Instruments of **Service:** (i) to complete the development or construction of the Project, as applicable; (ii) for reference in operating, maintaining and repairing the Project; and (iii) for reference in undertaking any future alteration, improvement, addition or renovation of the Project**.** Absent full payment by Client under this Agreement, Consultant grants no rights in Instruments of Service.
3. Reuse, change or alteration of Instruments of Service by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Consultant. ANY SUCH REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONSULTANT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH REUSE, CHANGE OR ALTERATION.

10.5 Attorney's Fees Client shall pay Consultant, in addition to any other amounts found to be owing, all costs of collection arising from unpaid invoices, including reasonable attorney's fees.

10.6 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.7 Venue. Consultant and Client agree that the venue of any action under the Agreement shall be exclusively in the jurisdiction of the Consultant office in which the work was performed.

10.8 Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.9 Construction of Agreements. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.10 Successor and Assigns. Neither Client nor Consultant shall assign, sublet, or transfer this interest in the Contract without the written consent of the other. Client's representative signing Agreement warrants that he or she has full authority to bind

Client to the Agreement. Nothing in this provision restricts Consultant's ability to hire subcontractor(s) in connection with the services to be provided.

10.11 Dispute Resolution. Other than a dispute arising from alleged non-payment, all claims, disputes or other matters in question arising out of or related to the Agreement or the services provided thereunder ("Disputes") shall be resolved in accordance with the dispute resolution procedures set forth herein. Specifically, unless both parties agree to waive the requirement in writing, all Disputes shall be subject to non-binding mediation as a condition precedent to the institution of arbitration or any other legal proceedings by either party.

1. Mediation. The Client and Consultant shall endeavor to resolve all Disputes between them by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlements agreements in any court having jurisdiction thereof. If a Dispute relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.
2. Arbitration. All claims, disputes and other matters in question arising out of or related to the Agreement or the services provided thereunder and not resolved first through mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to the Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.12 Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.

10.13 For projects in Texas: Texas Board of Architectural Examiners. To the extent that this Agreement includes landscape architectural services, under Chapter 1052 of the Texas Occupations Code, the Texas Board of Architectural Examiners - 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas.

10.14 For projects in North Carolina: Services in North Carolina are contracted through and provided by Atwell, PLLC dba RVi Planning + Landscape Architecture under North Carolina C-661.

ARTICLE 11: APPROVED AND ACCEPTED

Client approves and accepts the Agreement and authorizes Consultant to commence work upon Consultant's receipt of the properly executed and signed Agreement and specific amendments. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Consultant extends the time in writing; or (2) at the sole option of Consultant, Consultant accepts Client's oral, email or other written authorization to proceed with services, in which event the terms of the authorization shall be deemed to include all the terms of this Agreement. Consultant's performance of the services under such authorization shall be in reliance on the inclusion and incorporation of all the terms of the Agreement in the authorization.

RVi Planning + Landscape Architecture, Inc.	**City of LaBelle**
Signature:	Signature:
Printed Name: Alexis Crespo, AICP	Printed Name:
Title: Vice President of Planning	Title:
Date: November 26, 2024	Date:

CLIENT'S BILLING CONTACTS

Monthly invoices will be sent **by email** per the information provided by the Client below:

Name: _____

Title: _____

Invoicing address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Due date for timely processing of invoices: _____

If a special invoice is required, please attach a sample to the executed Professional Services Agreement.

PROPOSAL FOR PROFESSIONAL SERVICES

November 26, 2024

Ms. Julie Wilkins
City of LaBelle ("Client")
481 West Hickpochee Avenue, LaBelle, FL 33935
RVi Project Number: 24009292

RE: **City of LaBelle LDC Updates**

Dear Ms. Wilkins:

RVi Planning + Landscape Architecture ("Consultant") is pleased to submit the attached proposal for professional services to assist in the City of LaBelle's Land Development Code Updates ("Project"). Below is a summary of services.

- Conduct two (2) community workshops to garner input on the Project (held concurrently with Comprehensive Plan Update workshops).
- Prepare LDC Amendment of Chapter 4 (Zoning Regulations) in strike-through underline format, ordinance and staff report.
- Present the LDC Updates to the Local Planning Agency and City Commission, as required for transmittal and adoption (held concurrently with Comprehensive Plan Update workshops).

The known relevant local governmental authorities ("RGA's") having jurisdiction over the Project is: City of LaBelle and

Department of Commerce.

The Client will directly contract with the following sub-consultants: land use attorney, utilities consultant, and civil engineer.

Please review the attached scope of services and provide your approval by signing at Article 11.

Sincerely,

Alexis Crespo, AICP
Vice President of Planning

PROFESSIONAL SERVICES AGREEMENT – LAND PLANNING

Project Name: City of LaBelle LDC Updates

RVi# 24009292

Client Name: City of LaBelle

Client Address: 481 Hickpochee Avenue, LaBelle, FL 33935

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of services.

ARTICLE 1: BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, the following services with respect to the Project.

1.2 (TASK 01) LAND DEVELOPMENT CODE UPDATE

1. Prepare strike-through underline of changes to Chapter 4 of the Land Development Code, Zoning Regulations, to include changes to the zoning districts, supplementary regulations, and other regulations.
2. Prepare supportive staff report and ordinance.
3. Provide planning support to the City's engineering consultant relating to updates to Chapter 5 and 6 of the LDC.

1.3 (TASK 02) HEARING & MEETING SERVICES

1. Prepare for and attend one (1) public hearings before the LPA and two (2) hearings City Commission as required for transmittal and adoption of the ordinances (held concurrently with Comprehensive Plan Update workshops).
2. Prepare for and attend two (2) community workshops, the first at the outset of the project, and the second prior to public hearings to obtain feedback and input from the public (held concurrently with Comprehensive Plan Update workshops).

ARTICLE 2: ADDITIONAL SERVICES

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.3 of this Agreement, or, at the Consultant's sole option, under a separate Professional Services Agreement.

2.1 Additional Services include, without limitation, the following:

1. Providing services other than those set forth in Article 1 of this Agreement.
2. Retaining subconsultants, such as an architect, civil engineer, surveyor, traffic engineer, environmental engineer, or geotechnical services, not identified in proposal.
3. Site utilization study and site planning on individual tracts
4. Permit preparation and processing including data collection, consultation, preparation of documents and applications, and submission and processing of permits with governmental authorities having regulatory jurisdiction over the Project that are not listed in Basic Services of this Agreement.
5. Preparation and printing of materials, renderings, brochures, and other promotional items beyond the items listed as Basic Services. Preparation of presentation materials for marketing or purposes other than in-progress approvals by RGAs. Construction of presentation models or preparation of finish quality renderings.
6. Assistance or testimony in litigation, mediation or arbitration concerning the Project;
7. Revisions to documents previously provided by Consultant due to: changes in the Project's scope, budget, land use or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

ARTICLE 3: INFORMATION TO BE PROVIDED BY CLIENT

3.1 Client shall provide, in a timely manner, all criteria and full information as to Client's requirements for the Project, including without limitation:

1. Legal description and to-scale boundary survey of the property;
2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;

3. Topographic survey including 1' or 2' contours, tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, environmental features, setback and endangered species habitat, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property. All files to be in AutoCAD format.

4. As soon as it becomes available, financial/economic information setting forth the budget limitations of the Project.

ARTICLE 4: COMPENSATION

4.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

Hourly: Consultant's compensation shall include the total for Basic Services (the "Basic Fee") and Additional Services performed on an hourly basis at the rates set forth in Section 4.3, plus reimbursable expenses as set forth in Section 4.4. Consultant's estimated compensation for Basic Services for each phase of the Project are set forth below. The amounts indicated do not include amounts for Additional Services or resulting from substantial change in scope of the Project or services but will otherwise not be exceeded without authorization from the Client. The Client agrees to pay the Consultant the following maximum fees for the Basic Services. Fees for Basic Services:

Task 01: LDC Update	$ 20,000
Task 02: Hearing & Meeting Services	$ 2,500
Total Hourly Fees:	**$ 22,500**

4.2 INVOICING AND PAYMENT

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred, in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable ten (10) days following the date of the invoice, at the office of **RVi, 1611 West 5th Street, Suite 175, Austin, Texas 78703.** Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement. *Consultant retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if Client does not comply with the payment terms above. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by RVi in connection with the collection of overdue accounts of Client.*

The Client's billing contact information is outlined in "Client's Billing Contacts" attached.

4.3 HOURLY RATES

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	$220.00 - $300.00
Associate Principal	$190.00 - $275.00
Practice Director	$160.00 - $275.00
Project Director	$150.00 - $250.00
Project Manager	$140.00 - $250.00
Landscape Architect (PLA)/Planner (AICP)	$150.00 - $225.00
Designer/Planner/Intern	$90.00 - $205.00
Technical, Administrative	$80.00 - $175.00

4.4 REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, cloud data storage, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; and costs of obtaining permits and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.

ARTICLE 5: CHANGES

5.1 Changes. The Consultant and the Client may make changes to the Agreement at any time, but only by written amendment signed by both parties, or by Client's oral request confirmed by Consultant in writing (or email) indicating its acceptance. If such changes cause an increase or decrease in the Consultants' cost of, or time required for, performance of any services, Consultant shall be entitled to an equitable adjustment in compensation and/or completion time.

5.2 Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under the Agreement after the date of execution of the Agreement, the increased or decreased cost of

performance of the services provided for in the Agreement and subsequent agreements shall be reflected in an appropriate written amendment to the Agreement.

ARTICLE 6: RESPONSIBILITIES OF THE PARTIES

6.1 Access. Client will provide Consultant with access to the Project site or to any other site as required by Consultant for performance of the Services.

6.2 Client shall designate a single person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever it observes or otherwise becomes aware of any defect in the work. If the Client retains a Construction Manager ("CM") for the Project, the Client shall clearly set forth the duties, responsibilities the CM has been assigned by the Client. The Consultant shall be entitled to rely upon the CM's decisions and directions.

6.3 Changed Conditions. Consultant shall have the authority to determine the continued adequacy of the Agreement in light of conditions first discovered or information first provided to Consultant after the execution of the Agreement. Should Consultant determine that the Agreement is no longer adequate in light of such conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of the Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

6.4 Permits. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Project. Before Consultant performs the Services, Client will provide Consultant evidence satisfactory to Consultant that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Consultant copies of any such permits or any such notices, together with any other relevant information that will alert Consultant to the requirements of such permits, approvals, or notifications.

6.5 Other Information. Consultant may rely upon commonly used sources of data including but not limited to database searches, publicly available topographic information, GPS coordinates, demographics, and other public information as required. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

6.6 Site Visits. Unless otherwise specifically set forth in the Agreement or a fully executed written Amendment, Client-requested site visits are on an as-requested fee basis for the purpose of visual observation only for general conformance with the Landscape Construction Documents at the time of observation. Client has not retained the Consultant to make inspections or to provide periodic, continuous or exhaustive Project review and observation services. Consultant's site visits do not include any obligation to identify or notify Client of any jobsite safety issues. Consultant is not obligated to conduct any tests in connection with site visits. Consultant at all times reserves the right to make site visits solely for its own collection of information relevant to, and for the benefit of, the performance of its Services.

6.7 Construction Exclusion. Consultant's scope of work does not include, and Consultant shall have no authority or responsibility for supervising, directing, performing or controlling any contractor's work, or the means, methods, techniques, sequences, safety measures, or procedures of construction selected by any contractor or subcontractor. Accordingly, Consultant shall have no responsibility or liability for the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project, including, but not limited to, compliance with any applicable law.

6.8 No Warranty. Consultant and Client acknowledge and agree that Consultant makes no warranties, express or implied, regarding the Services provided in connection with the Project and that the Services provided by Consultant are in the nature of professional services, the essence of which are the provision of advice, judgment, opinion and professional skill.

6.9 Estimates of Probable Costs. Client and Consultant agree that any construction cost estimates provided by Consultant are solely for the purpose of providing information for use in revising the Instruments of Service, and that Consultant makes no warranty, express or implied, that any estimates will not differ from bids received from contractors or the negotiated cost of the work. Opinions of cost are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant as no control over market conditions. If the fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal by more than 20%, Consultant will at the Client's request, revise the Contract Documents to comply with the project budget at no additional charge. In any event, Consultant's modification of Instruments of Service shall be its sole responsibility and Client's sole remedy for any difference between Consultant's construction cost estimates and bids received or the negotiated cost of the work.

ARTICLE 7: TERMINATION

7.1 This Agreement may be terminated by either party, at any time prior to completion of Consultant's services, upon not less than seven days' written notice, should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination; provided however, that such notice shall state the reason(s) for termination, and such termination shall not be effective if the party to whom the notice is directed, within such seven-day period, fully cures its failure to perform.

7.2 If the Client fails to make payments to the Consultant in accordance with the Agreement, such failure shall be considered failure to substantially perform and cause for termination or, at the Consultant's option and upon not less than seven days' written notice, cause for suspension of performance of services without terminating the Agreement. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay, hindrance or damage caused the Client

because of such suspension of services. The Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services before having to resume services.

7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate the Agreement by giving not less than seven days' written notice. Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

7.4 This Agreement may be terminated by either party, without cause and for its convenience, at any time prior to completion of Consultant's services, upon not less than seven days' written notice to the other party. In the event that a termination by Consultant for cause is later determined to have been wrongful, then the termination shall be deemed a termination for convenience.

7.5 In the event of termination not the fault of the Consultant, the Client shall, within fifteen days following the termination, pay Consultant for all services performed prior to termination, together with reimbursable and sub-consultant expenses incurred before termination and all Termination Expenses. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant. Client waives any and all claims, causes of action and damages that it has or may have against Consultant arising out of termination not the fault of the Consultant, including termination without cause.

ARTICLE 8: LIMITATIONS OF LIABILITY

8.1 Limitation of Liability. Client and Consultant have considered the relative risks and benefits of the Project to both Client and Consultant, and agree to allocate risks such that, to the fullest extent permitted by the law, the total liability of Consultant, its directors, officers, partners, employees, subconsultants and subcontractors (the "Limited Parties"), to Client for any and all injuries, claims, losses, expenses (including attorney's fees and costs), or damages of any nature whatsoever, shall be limited such that the total aggregate liability of the Limited Parties shall not exceed the Consultant's total compensation received for services rendered and reimbursable expenses incurred in connection with the Project. This limitation shall apply to any and all liabilities and causes of action, however alleged or arising and regardless of the nature of the fault, unless otherwise prohibited by law. To the extent that any portion of this limitation is prohibited by law, such prohibited portion shall be deemed excluded from this provision, and the remainder shall remain in effect. Moreover, Client further acknowledges and understands that accessibility standards, guidelines and requirements are subject to varying interpretations, and as such, Client hereby expressly waives all claims, causes of action, liabilities and damages arising out of or in any way related to non-compliance with any and all accessibility standards, guidelines and requirements, including, without limitation, those promulgated through, by or under the Americans with Disabilities Act ("ADA"), the Fair Housing Act ("FHA"), and any of their state counterparts.

8.2 Waiver of Special/Consequential Damages. Notwithstanding any other provision of this Agreement, Client and Consultant agree that neither party, nor their respective directors, officers, employees shall in any event be liable to the other for any punitive, special, incidental, or consequential damages, including, without limitation, damages incurred for lost business opportunity or profits, arising out of or relating to the Agreement or the Project, the same being hereby expressly waived by both parties. This waiver shall apply to any and all causes of action, however alleged or arising and regardless of the nature of the fault or whether it was committed by the Client or by Consultant.

8.3 Delays. Consultant is not responsible for delays or hindrances caused by factors beyond Consultant's reasonable control, including but not limited to delays and hindrances resulting from strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Consultant's Services or work product or respond to Consultant's inquiries promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays occur, the Client agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of the Agreement. To the extent necessary as caused by any delay, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

8.4 Project Enhancement. If, due to Consultant's error or omission, any required item or component of the Project is omitted from Consultant's documents, Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Consultant be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 9: RELATIONSHIP OF PARTIES

9.1 Independent Contractor. It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.

9.2 No Fiduciary Duty. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.

9.3 Corporate Services. Client agrees that Consultant has entered the Agreement in its corporate capacity, and that all services are provided by Consultant in its corporate capacity. Client agrees that it shall look solely to Consultant in its corporate capacity and not to any of Consultant's directors, officers, partners or employees in any individual capacity with respect to obtaining any remedy.

9.4 No Third-Party Beneficiaries. Consultant's work product, including without limitation all services and all Instruments of Service that are provided in connection with the Project, are intended solely for the benefit and exclusive use of the other party, and any benefits arising out of those obligations or any other services performed by Consultant in connection with the Project that may accrue to third parties are entirely incidental. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party. There are no intended third-party beneficiaries to the Agreement.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 Merger. The Agreement, including any attachments, represents the entire and integrated agreement between the Client and the Consultant. The Agreement supersedes all prior negotiations, representations or agreements, whether written or oral, and the same shall have no force or effect. The Agreement may be amended only by written instrument signed by both Client and authorized representative Consultant.

10.2 Execution. This Agreement may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same Agreement.

10.3 Lien Rights. Client grants to Consultant a contractual lien, in addition to all constitutional, statutory and equitable liens that may exist, on the real property identified in the Agreement as the Project location, and on all improvements thereon, to secure payment for all debts owed, now or in the future, to Consultant by Client, arising from services provided and reimbursable expenses and sub-consultant costs incurred by Consultant in connection with the Project. Client grants Consultant the authority and right to file a copy of the Agreement in the Deed Records of the county or counties where the Project is located to give notice of Consultant's lien rights. If Client is not an owner of the real property or improvements at the Project location, then Client hereby assigns to Consultant, to the extent of Consultant's services on the Project, Client's lien rights under the relevant state law, including without limitation, Chapter 53 of the Texas Property Code.

10.4 Instruments of Service.

1. All designs, drawings, specifications, documents, calculations, and other work products, whether in hard copy or electronic form, prepared by the Consultant are Instruments of Service, and such Instruments of Service, as well as the concepts, designs, and ideas expressed in the Instruments of Service are for use solely with respect to the Project. The Consultant is deemed the author and owner of the Instruments of Service, regardless of whether or not services are completed, and Consultant shall retain all common law, statutory and other reserved rights, including copyrights.
2. Upon full payment by Client to Consultant under this Agreement Consultant grants to the Client a non-exclusive license to reproduce and utilize the Consultant's Instruments of **Service:** (i) to complete the development or construction of the Project, as applicable; (ii) for reference in operating, maintaining and repairing the Project; and (iii) for reference in undertaking any future alteration, improvement, addition or renovation of the Project**.** Absent full payment by Client under this Agreement, Consultant grants no rights in Instruments of Service.
3. Reuse, change or alteration of Instruments of Service by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Consultant. ANY SUCH REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONSULTANT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH REUSE, CHANGE OR ALTERATION.

10.5 Attorney's Fees Client shall pay Consultant, in addition to any other amounts found to be owing, all costs of collection arising from unpaid invoices, including reasonable attorney's fees.

10.6 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.7 Venue. Consultant and Client agree that the venue of any action under the Agreement shall be exclusively in the jurisdiction of the Consultant office in which the work was performed.

10.8 Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.9 Construction of Agreements. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.10 Successor and Assigns. Neither Client nor Consultant shall assign, sublet, or transfer this interest in the Contract without the written consent of the other. Client's representative signing Agreement warrants that he or she has full authority to bind Client to the Agreement. Nothing in this provision restricts Consultant's ability to hire subcontractor(s) in connection with the services to be provided.

10.11 Dispute Resolution. Other than a dispute arising from alleged non-payment, all claims, disputes or other matters in question arising out of or related to the Agreement or the services provided thereunder ("Disputes") shall be resolved in accordance with the dispute resolution procedures set forth herein. Specifically, unless both parties agree to waive the requirement in writing, all Disputes shall be subject to non-binding mediation as a condition precedent to the institution of arbitration or any other legal proceedings by either party.

1. Mediation. The Client and Consultant shall endeavor to resolve all Disputes between them by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable

as settlements agreements in any court having jurisdiction thereof. If a Dispute relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

2. Arbitration. All claims, disputes and other matters in question arising out of or related to the Agreement or the services provided thereunder and not resolved first through mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to the Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.12 Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.

10.13 For projects in Texas: Texas Board of Architectural Examiners. To the extent that this Agreement includes landscape architectural services, under Chapter 1052 of the Texas Occupations Code, the Texas Board of Architectural Examiners - 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas.

10.14 For projects in North Carolina: Services in North Carolina are contracted through and provided by Atwell, PLLC dba RVi Planning + Landscape Architecture under North Carolina C-661.

ARTICLE 11: APPROVED AND ACCEPTED

Client approves and accepts the Agreement and authorizes Consultant to commence work upon Consultant's receipt of the properly executed and signed Agreement and specific amendments. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Consultant extends the time in writing; or (2) at the sole option of Consultant, Consultant accepts Client's oral, email or other written authorization to proceed with services, in which event the terms of the authorization shall be deemed to include all the terms of this Agreement. Consultant's performance of the services under such authorization shall be in reliance on the inclusion and incorporation of all the terms of the Agreement in the authorization.

RVi Planning + Landscape Architecture, Inc.	**City of LaBelle**
Signature:	Signature:
Printed Name: Alexis Crespo, AICP	Printed Name:
Title: Vice President of Planning	Title:
Date: November 26, 2024	Date:

CLIENT'S BILLING CONTACTS

Monthly invoices will be sent **by email** per the information provided by the Client below:

Name: _____

Title: _____

Invoicing address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Due date for timely processing of invoices: _____

If a special invoice is required, please attach a sample to the executed Professional Services Agreement.

1511 N Westshore Boulevard
Suite 420
Tampa, Florida 33607
www.woodardcurran.com

T 800.426.4262

Via Electronic Mail

December 2, 2024

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

Re: Standard Details and Specifications Update
Professional Engineering Services
City of Labelle

Dear Mayor Wilkins:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this proposal for professional engineering services to develop an updated set of standard details and specifications for the City of Labelle.

BACKGROUND

The City of Labelle desires to update their utility standard details and specifications for drinking water, wastewater, and stormwater, to be used by the City and private developers when designing and permitting capital projects and private developments, respectively. The updated standard details and specifications will provide consistent policy and guidance to City staff, consultants, and contractors to ensure a minimum standard is met for construction in the City.

SCOPE OF SERVICES

Task 1: Review Existing Standard Details and Specifications

Woodard and Curran will review the following existing documentation provided by the City:

- City of Labelle Land Development Code (LDC)
- Example Development Agreement
- Hendry County Standard Details and Specifications

Task 2: Updated Standard Details and Specifications

Woodard and Curran will develop a draft and final set of standard details and specifications. The draft documents will be provided to the City for review and comment. The updated documents will include the following:

- Standard Details
- Standard Specifications
- Stormwater Standards
- Development Agreement Template

The updated documents will be developed using current applicable details and standards within the State of Florida starting with the Hendry County Standard Details and Specifications

referenced above. Appropriate references will be made to the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and the South Florida Water Management District (SFWMD).

SCHEDULE

Woodard & Curran anticipates completing the proposed scope of work within four (4) months from authorization of this task order to proceed. The expected schedule includes a kickoff meeting with the City, a 60%, and 90% review by City Staff, and development of a final submittal for City use. Woodard & Curran will support City Staff during Council approval of the LDC update.

BUDGET

Woodard & Curran will complete the scope of services on a lump sum basis not to exceed $25,000. The fee will not be exceeded without prior written authorization. Monthly invoices will be submitted to the City.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Engineering Services Agreement between Woodard & Curran, Inc. and the City of Labelle, dated October 10, 2024.

ASSUMPTIONS AND UNDERSTANDINGS

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

- Updated Standard Details and Specifications will be developed using current applicable details and standards within the State of Florida.
- Final deliverables will be provided in electronic format (i.e., PDFs, word documents, and CAD files). The City will be responsible for the production of hard copies.
- Kickoff, 60%, and 90% review meetings will be virtual. Woodard & Curran will Prepare for and Attend up to two (2) City Council meetings as requested by the City.

CLOSING

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

Sincerely,

WOODARD & CURRAN, INC.

Justin deMello, PE
Senior Client Manager

cc: Paul Jacques, P.E., Woodard & Curran

PN: 0234532.13

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

AUTHORIZATION BY:

WOODARD & CURRAN, INC.		CITY OF LABELLE	
Signature	Date	Signature	Date
Justin deMello			
Name (printed)		Name (printed)	
Senior Vice President			
Title		Title	

Proposal Prepared For:

City of LaBelle

Vac-Con Combination Sewer Cleaner

Presented By

Southern Sewer

Date: November 21, 2024

Sales: Jordyn Brock 772-882-8931

Southern Sewer

Mr. Jeremiah Elio
City of LaBelle
270 S. Main Street
LaBelle, FL 33935
Email: Jeremiahelio@citylabelle.com

November 21, 2024

Dear Mr. Elio:

Southern Sewer Equipment Sales is pleased to announce the opportunity for the City of LaBelle to purchase a new Vac-Con Sewer Combination Cleaner, stock unit, from the Florida Sheriff's Contract No. FSA23-EQU21.0, Specification #378.

The base Vac-Con model on Specification #378 includes the following items:

New Vac-Con Sewer Combination Cleaner Model VPD4211SHAE/1000
11 Cubic Yard, 1/4" Corten Steel Debris Tank
Full Opening Rear Door
Hydraulic Rear Door Locks, with Door Grabber and Safety Latch
5" Butterfly Valve with 10' Layflat Hose
Minimum 50 Degree Tank Dumping, Power Up/Power Down
Hydraulic Scissors Lift
827 Positive Displacement Blower, Rated at 4200 CFM @ 18 Inches of Mercury
Automatic Vacuum Breaker and Overfill Protection
8" Vacuum Intake Hose
Boom Travel Tie Down
80 GPM @ 2500 PSI Water System
Water Pump Drive: Gas Auxiliary Engine
1000 Gallon Fresh Water Capacity, Polyethylene Tanks
6' Aluminum Telescoping Hydraulic Boom, 270 Degree Rotation & Joystick Controls
Front Mounted Articulating Hose Reel, 800' x 1" Capacity, Hydraulic Power
400' of High Pressure Sewer Hose
30" Leader Hose
Hose Guide (Tiger Tail)
Wash Down Hand Gun, 20 GPM at 750 PSI with 25' of Hose and Nozzle
20' Aluminum Tubes with Quick Clamps
Sanitary Nozzle, Penetrator Nozzle
Fire Extinguisher
Triangle Kit
ICC LED lighting

Polyurethane Paint
12 Month Standard Warranty

Base Bid Price:	$375,531.00

Published Options:

Vacuum System Option	
824 Positive Displacement Blower 3600 CFM, in lieu of 827 Positive Displacement Blower **- DEDUCT**	-$4,891.00
Debris Body Options	
Upgrade to 12 Yard Debris Tank	$1,995.00
6" Knife Valve with Center Post and Handle, in lieu of 5" Butterfly Valve	$1,148.00
Flat Style Rear Door, Includes Hydraulic Opener & Swing Style Wear Plate	$8,470.00
Rear Splash Guard Tank Mounted 2-10 o'clock Position	$4,127.00
Stainless Steel Float Ball on Body Level Indicator	$379.00
Boom Options	
10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), *Replaces 6' Telescoping Boom Assembly*	$7,133.00
Hose Reel Options	
500' Hose in lieu of 400'	$697.00
Auxiliary Engine Options	
Remove Auxiliary Engine, Single Engine Configuration Hydrostatic Drive Unit – **DEDUCT**	-$23,017.00
Water System Options	
Upgrade to 1300 Gallon Water Capacity	$7,910.00
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose	$2,965.00
Hydro Excavation Package: 50' Retractable Hose Reel with 50' x 1/2" High Pressure Hose, Heavy Duty High Pressure Unloader Valve, Main Control Ball Valve & 72" x 1/2" Lance with Single Forward Spray Nozzle	$8,638.00
1/4 Turn Ball Valve Water Drain	$715.00
Debris Body "Power Flush" System, 8 Jets	$2,515.00
Variable Flow Water System (includes 2 Additional Nozzles)	$1,220.00
Water Pump Remote Oil Drain	$423.00
Lighting Options	
2) LED Flood Lights with Limb Guards, Set of 2 - Locations: Boom & Rear	$2,084.00
2) LED Strobe Lights with Limb Guards, Location: Rear Tank	$2,896.00
LED Arrow Board	$5,821.00
4 Corner LED Strobe System	$2,986.00
Electrical Options	
Wireless Remote Control	$5,220.00
Miscellaneous Machine Options	
Rear Mounted Tow Hooks	$553.00

Nozzle Rack	$185.00
Pipe/Tool Storage	
Lazy Susan Pipe Rack	$2,990.00
1) Additional 5′ x 8″ Aluminum Extension Tube with Quick Clamp	$310.00
8″ Adjustable Air Gap with Quick Clamp	$732.00
Paint	
Reflective Striping: Red & White DOT Stripes	$1,075.00

Unpublished Options: *(includes 1% discount)*

Dig Pig Hydro Excavation Nozzle	$792.00
Set of 2) 24″ x 18″ x 18″ Steel Tool Boxes, Rear Mount	$1,423.00
Upgrade to New Style Platform with 60″ Dump Height and Behind Cab Boom Support – Chassis Frame Mounted Boom Cradle Assembly with Bumper Mounted Boom Docking Assembly	$13,387.00
Upgrade to PRO Hose Reel: Articulating to Driver & Curbside, 800′ x 1″ Capacity, Includes 12V DC Auxiliary Hydraulic Pump, HMI Dual Joysticks, Digital Footage Counter, Remote Chassis Start/Stop Switch & Transfer Case Engagement, Front & Rear Camera System, Electric/Pneumatic Ball Valve, Electric Water Level Gauge, Rotary Actuator & Planetary Drive	No Charge
Freightliner 114SD Plus Chassis, 6x4 Tandem Rear Axle; total 66,000 GVW, Cummins ISL 370 HP, Allison 3000 RDS Transmission	$129,146.00
Freightliner Extended Warranty: 3 Years/200,000 Miles, 3 Year Towing, Cummins-ISL370 3 Years/150,000 Miles, Allison 3000 5 Years/Unlimited Miles	$8,177.00
TOTAL PRICE:	**$573,735.00***

Final Model After Options: VPD3612LHAENYP/1300

**This stock unit is subject to prior sale.*

A $15,000 discount is available for delayed delivery until February 14, 2025.

We appreciate the opportunity to provide this equipment to the City of LaBelle. Please feel free to contact Jordyn Brock at 772-882-8931, if you have any questions.

Sincerely,

Lisa Ralston

Lisa Ralston
Administrative Assistant

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES PROCURED BY ANOTHER GOVERNMENTAL ENTITY

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2024 by and between the City of LaBelle, hereinafter referred to as the "City", and RCM Utilities, a Florida corporation, hereinafter referred to as the "Contractor", collectively the "Parties".

WHEREAS, Contractor entered into an agreement dated August 8, 2022 for Water and Wastewater Miscellaneous Construction/Maintenance Services with the City of Zephyrhills, Florida (the "Contract"), attached hereto and incorporated herein as Exhibit "A" to this Agreement; and

WHEREAS, the City of LaBelle, a Florida municipal corporation, has the legal authority pursuant to Section 2-63(d) of the LaBelle Code to "piggyback" onto a contract competitively awarded to another Florida governmental entity when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Contractor and the City for utilization of the same or similar services for Water and Wastewater Miscellaneous Construction/Maintenance Services (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW, THEREFORE, having been found to be in the public interest and in consideration of their respective undertakings hereunder, the Parties agree as follows:

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the City of Zephyrhills and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of LaBelle" shall be substituted for the term "City of Zephyrhills" throughout the Contract.

2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the Work is completed.

3. The Contractor agrees to provide City with all insurance and legal certificates in the name of the City as required by the Contract.

4. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:\

a. Keep and maintain public records required by the public agency to perform the service.
b. Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the

records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

f. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.

g. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

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

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

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

i. A notice complies with subparagraph 4.(h).ii. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

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

k. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of LaBelle, Attn: Tia Warner, City Clerk, 481 W Hickpochee Ave., LaBelle, FL 33935. tiawarner@citylabelle.com (863) 675-2872

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective on the date the last party hereto executes below.

CITY OF LABELLE:
Date Signed: _____

ATTEST:

_____
Julie Wilkins, Mayor

_____
CITY CLERK

_____
Derek Rooney, City Attorney

WITNESSES:

_____

NAME:_____
[PRINT/TYPE]

_____

NAME:_____
[PRINT/TYPE]

"CONTRACTOR"

BY:_____
NAME:_____
[PRINT/TYPE]

TITLE:_____
DATE:_____

1511 North Westshore Blvd
Suite 420
Tampa, Florida 33607
www.woodardcurran.com

T 800.426.4262

Via Electronic Mail and US Mail

12/2/2024

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

RE: Task Order for APRA Water/Wastewater Miscellaneous Technical Support
City of LaBelle, Florida

Dear Mayor Wilkins:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide technical assistance identifying and providing construction administration services for critical American Rescue Plan Act (APRA) related water and wastewater infrastructure upgrades as part of the City of Labelle.

BACKGROUND

The City of Labelle desires to spend a portion of their American Rescue Plan Act (APRA) funding to secure a utility contractor to provide critical improvements to their drinking water distribution and wastewater collection system. The City is seeking technical assistance to evaluate existing water distribution system and wastewater collection system infrastructure, summarize recommendations, prioritize rehabilitation, and ensure the contractor secures materials and completes the recommended work as requested.

SCOPE OF SERVICES

Task 1: Evaluate Existing Infrastructure

Woodard and Curran will work with City Leadership, Operations Staff and Engineering Teams to:

- Evaluate the City's Wastewater Lift Stations for improvements. Areas of focus will be:
  - Pumps
  - Wetwells
  - Electrical systems
  - Security
  - Bypass Pumping
  - Safety
- Identify critical damaged, defective or broken fire hydrants
- Identify critical damaged, defective or broken water system gate valves
- Identify undersized, damaged or obstructed distribution or collection system pipes

Woodard & Curran will summarize findings in a technical memorandum and provide prioritized list of recommended projects with estimated costs to repair or replace each item.

Task 2: Construction Administration

The purpose of this task is to provide the City with technical assistance to support the construction activities. This task includes the following:

- Provide prioritized improvement list to City selected contractor
- Work with contractor to define schedule to complete recommended projects
- Monitor the construction progress.
- Coordinate schedules with City leadership and operations staff to complete work
- Conduct project meetings between City and Contractor organized by W&C.
- Provide technical construction administration of all activities on the project including reviewing product cut sheets and shop drawings
- Make specialty engineering visits to the site at intervals appropriate to the various stages of construction to ensure defined improvements are being completed as requested by the City.
- Review and make recommendation on contractor's Payment Applications in accordance with the funding invoice format, including copies of project deliverables as appropriate. Forward to Funding Administrator for processing to Funding.
- Prepare Proposed Change Orders requests, review Change Orders, and Work Change Directives as required and recommend Change Orders and Work Change Directives to the City, as appropriate
- Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the City and Contractor, conduct a Punch List inspection to determine if the Work is Substantially Complete. If after considering any objections of the City, W&C considers the work Substantially Complete, W&C shall deliver a certificate of Substantial Completion to the City and Contractor for execution.
- Provide Fiscal Solutions support of tracking pay requests and other APRA spending requirements.

SCHEDULE

Woodard & Curran anticipates completing Task 1 within 30 days from authorization to proceed. Task 2 will coincide with the schedule provided by the selected contractor for the improvements authorized in Task 1. Woodard & Curran's Task 2 will extend one (1) month beyond the contractor's final payment request.

BUDGET

Woodard & Curran will complete the scope of services on a lump sum basis not to exceed $150,000. The fee will not be exceeded without prior written authorization. Monthly invoices will be submitted to the City.

The proposed budget for completion of the work described herein is summarized below:

Description of Work	Budget
Task 1: Evaluate Existing Infrastructure	$25,000
Task 2: Construction Administration	$125,000
Total Fee	**$150,000**

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and the City of LaBelle, dated October 10, 2024.

CLOSING

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

Please feel free to contact me at 863-354-4416 if you have any questions regarding this proposal or require any further information.

Sincerely,

Woodard & Curran, Inc.

Justin deMello, PE
Senior Client Manager

KB/la

Enclosure(s)

cc: Kelly Saikkonen, PE, Kevin Becotte, PE, & Morgan French

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

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.	CITY OF LABELLE
12/02/2024	
Signature Date	Signature Date
Justin deMello, PE	
Name (printed)	Name (printed)
Vice President	
Title	Title

1511 North Westshore Blvd
Suite 420
Tampa, Florida 33607
www.woodardcurran.com
T 800.426.4262

Via Electronic Mail and US Mail

12/2/2024

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

RE: Task Order for Wastewater Collection System Design – Zones G, H, & I
Amendment 1
City of LaBelle, Florida

Dear Mayor Wilkins:

This is an Amendment to the Consultant Services Task Order for the Wastewater Collection System Design (Zones G, H, & I) between Woodward & Curran, Inc. (Consultant) and the City of LaBelle (City) as approved on 10/10/2024.

BACKGROUND

The City provided the Consultant with a Zone Map for expansion of the wastewater collection system (septic to sewer conversion) in several areas of the City identified as Zones G, H, and I. The Task Order approved by the City provides for engineering services for the design, permitting, and funding administration services within these zones.

During the kick-off meeting with the City, two additional areas in proximity to Zones H and I were identified for wastewater collection system expansion. These areas include:

- Collier Avenue south of Zone H: from Sunset Drive to Dr. Martin Luther King, Jr. (MLK) Boulevard
- Citrus Street west of Zone I: from 2nd Avenue to 465 feet south*.

*Due to the existing depth of the manhole in the intersection of Citrus St and 2nd Ave, extending the wastewater collection system up to 450 feet south will be dependent on the actual elevations determined by the survey.

In addition to the wastewater expansion, the City has also requested that the Consultant perform design and permitting services to replace substandard water mains in Zone I. The water main replacements will include replacing 2-inch water mains with 6-inch water mains in the following locations:

- 2nd Avenue between Citrus Street and Crawford Street
- 3rd Avenue between Crawford Street and Belmont Street
- 4th Avenue between Crawford Street and Belmont Street
- Crawford Street between 4th Avenue and 2nd Avenue

The City has an existing 6-inch water main on 4th Ave between Belmont St and Howe Ave. This 6-inch water main is served by a 4-inch water main to the west and a 2-inch water main to the east. The proposed 6-inch water mains in Zone "I" will connect to this 6-inch water main at the intersection of 4th Ave and Belmont St; however, the new 6-inch water mains will not have sufficient pressure to support fire flows until City upsizes the water mains feeding this area. Based on this, fire hydrants will not be included on this project; however, pipeline assemblies for future fire hydrants will be strategically located within Zone "I."

SCOPE OF SERVICES

The Scope of Services for Amendment 1 will be separated into Amendment 1(a) to include the additional areas for the wastewater collections system expansion and Amendment 1(b) to include the locations where water main replacements are identified. The services provided under Amendment 1 will be performed concurrently and will be in addition to the services provided in the initial task order. The scope for the additional wastewater extension areas and water main replacements will be the same as those identified in the original task order and as further defined for each phase of the design.

PHASE 1: PRELIMINARY SITE INVESTIGATIONS

Preliminary site investigations include survey/utility locates, wetlands identification, and geotechnical.

Survey and Utility Locates: Perform additional ground survey as identified in the initial task order for the following locations:

- Amendment 1(a) – Perform an additional 1,780 feet of survey on Collier Avenue and Citrus Street
- Amendment 1(b) – Perform an additional 370 feet of survey on 2nd Avenue

1.1. Wetlands Delineation and Environmental Review: NA

1.2. Borings and Geotechnical Report: NA

PHASE 2: PRELIMINARY DESIGN

2.1. Develop Design Flows: See below:

- Amendment 1(a) – as identified in the initial task order
- Amendment 1(b) – review system hydraulics to ensure sufficient pressure and flow

2.2. Sewer Alignment: Amendment 1(a), include the following locations:

H. Area H
- Collier Ave: Sunset Dr to MLK Blvd

I. Area I
- Citrus St: 2nd Ave to Crawford St

Water Main Replacement – Amendment 1(b), replace 2-inch water mains in the following locations:

II. Area I

- 4th Ave: Crawford St to Belmont St
- 3rd Ave: Crawford St to Belmont St
- Crawford St: 4th Ave to 2nd Ave
- 2nd Ave: Citrus St to 465 feet south

2.2. Design Basis Report: Include additional wastewater extension for Amendment 1(a) and water main design for Amendment 1(b).

PHASE 3: FINAL DESIGN & PERMITTING

3.1. Design: As identified in the initial task order.

3.2. Design Documents: As identified in the initial task order.

3.3. Consultant's Estimate of Probable Cost: As identified in the initial task order.

3.4. Construction Plans: As identified in the initial task order.

3.5. Permitting

- Amendment 1(a) – As identified in the initial task order
- Amendment 1(b) – Prepare and submit permit applications required by State and Federal requirements which are anticipated to include a DEP Permit

3.6. Easements: Consultant will prepare easement drawings and descriptions if requested by the City. The Scope of Work and Fee for this task shall be as mutually agreed upon prior to the start of work under this task and is not included herein.

3.7. Police Details: As identified in the initial task order.

PHASE 4: FUNDING & FINANCING

4.1. Funding and Financing: As identified in the initial task order.

PHASE 5: BIDDING

BIDDING: As identified in the initial task order.

DELIVERABLES: As identified in the initial task order.

SCHEDULE

No additional time will be added if Amendment 1 is approved by January 15, 2025.

ASSUMPTIONS AND UNDERSTANDINGS

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

1. The project limits are based on the locations identified in Amendment 1.
2. It is assumed that the topography in Area H will allow gravity flow to lift station #7 and in area I to Manhole #51 in the intersection of Citrus Street and 2nd Avenue.
3. It is assumed that Lift Stations #7, and #3 have sufficient capacity to support the additional flows from the additional collection systems in Areas H and I, respectively. Hydraulic Models of each area are beyond the scope of this design. A desk top evaluation will be performed to calculate the proposed flow from each area and evaluate the impact to each of the existing lift stations based on the design capacity of each lift station as identified in As-Built drawings and existing system flows based on SCADA data as provided by the City.
4. The project schedule is based on receiving the survey within three months of the Notice to Proceed. Additional time will be granted by the City based on the actual date the survey is completed.
5. If the cost of the required survey is above the amount identified in Phase I of the budget herein, the additional cost to complete the required work will be at the sub-contractor price + 10% fee basis, with City authorization.
6. W&C and subcontractors will coordinate police details that may be required for various aspects of the work with the City. Police detail costs shall be paid by the City and are not included herein.
7. Survey work hours are assumed normal business days Monday through Friday, 7:00 am to 5:00 pm, unless otherwise approved by the City.
8. If available, the City will provide W&C with any other previously completed studies, plans, surveys, environmental reports, and other pertinent documents associated with the project site.
9. The scope for Amendment 1(a) does not include the design of a lift station.
10. Land Acquisition/Easements: This scope does not include fees or engineering associated with land purchase and easements (if applicable).
11. City permitting is not included in this Scope. This typically occurs during the construction stage of the project between the Town and the Contractor.
12. All permitting fees to be paid directly by the City to the permitting agency.

BUDGET

The proposed budget for completion of the work described herein for Amendment 1(a) – additional wastewater collection system extension is summarized below:

Description of Work - Amendment 1(a)	Budget
Phase 1: Site Investigations	$13,200
Phase 2: Preliminary Design	$12,000
Phase 3: Final Design & Permitting	$26,000
Phase 4: Funding & Financing	$5,000
Phase 5: Bidding	$0
Total Fee	**$56,200**

The proposed budget for completion of the work described herein for Amendment 1(b) – water main replacement is summarized below:

Description of Work - Amendment 1(b)	Budget
Phase 1: Site Investigations	$3,300
Phase 2: Preliminary Design	$7,000
Phase 3: Final Design & Permitting	$25,000
Phase 4: Funding & Financing	$3,500
Phase 5: Bidding	$0
Total Fee	**$38,800**

Phase 1 of this Task Order is an estimate of subconsultant services and will be invoiced based on actual cost plus 10%. The remainder of this Design Task Order is lump sum, and each item will be invoiced monthly on a percent complete basis.

Total Budget for Amendment 1 is $95,000.00.

TERMS AND CONDITIONS

The Scope of Services for Amendment 1 will be completed in accordance with the terms of the Consultant/Professional Services Agreement between Woodard & Curran, Inc. and the City of LaBelle, dated October 10, 2024.

CLOSING

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

Please feel free to contact me at 863-354-4416 if you have any questions regarding this proposal or require any further information.

Sincerely,

Woodard & Curran, Inc.

Justin deMello, PE
Senior Client Manager

KB/la

Enclosure(s)

cc: Kelly Saikkonen, PE, Kevin Becotte, PE, & Morgan French

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

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.	CITY OF LABELLE
12/02/2024	
Signature Date	Signature Date
Justin deMello, PE	
Name (printed)	Name (printed)
Vice President	
Title	Title

City of LaBelle Board of Commissioners
Agenda Request

To: Honorable Mayor and City Commission

Prepared By: Zane Mungillo

Date of Meeting: 12/12/2024

Date Submitted: 12/11/2024

Title of Agenda Item: CENTEGIX Safety Platform

Agenda Location: Consent Agenda

Report in brief: Protecting the safety of your staff, colleagues and those in your care is a responsibility you take seriously. CENTEGIX Safety Platform to support us in the single most critical factor of incident response: time. Because in an emergency, every second matters. CENTEGIX Safety Blueprint is an intelligent response mapping solution to help you optimize incident response, safety planning, and visitor management. With their CrisisAlert™ wearable panic button, staff can quickly and discreetly request help to their exact location. Because in a crisis, every second matters.

Staff Comments: N/A

Fiscal Impact: $83,000 ARPA Funding

Recommended Actions: Approval of CENTEGIX Safety Platform

City

Quote - Palm Beach Gardens Community Center

Sales Rep: Clayton Burr

Bill To:
City of Labelle
481 W Hickpochee Ave
Labelle, FL 33925

Submitted on: 10/23/2024
(Valid 45 days)

Proposal # 101624-GOV

Terms (Years) 5

Annual Services	Sites	Total Sqaure Footage	Annual Amount
SAFETY PLATFORM with CrisisAlert™ for City of Labelle	6	35,664	$12,000
Enhanced Safety Blueprint			$1,000

One Time Services	One Time Amount
Installation & Setup	$6,000
CENTEGIX Gateway Cabling & Installation	$6,000
Implementation & Project Management	$3,000
Shipping	$400
On-Site Responder Training	$1,500
Onsite Asset Identification	$1,500
Map Rendering with Aerial Imagery and Grids (With Approved Drawings)	Included

One-Time Fees	$18,400
5 Year Platform Total	$65,000
Total Cost	$83,400

NOTES:
Quote includes site mapping, training, along with installation, implementation, training, software licensing and hardware warranty and maintenance based on the term selected. Annual contract will renew after the selected term expires at CENTEGIX then current pricing.

Site List
1 Labelle City Hall & Civic Center (15,861 sq ft)
2 Labelle Code Enforcement (1,843 sq ft)
3 Labelle Fire Department (11,960 sq ft)
4 Captain Francis A. Hendry House (3,000 sq ft)
5 James Singleton Community Center (2,000 sq ft)
6 Labelle Animal Control (1,000 sq ft)

CENTEGIX™ will invoice based on the following billing milestones:
- **Year 1**
  - **50% invoiced upon the PO date/order date ($15,700)**
  - **50% invoiced 120 days after PO date/order date ($15,700 - anniversary date)**
- **Years 2 and beyond**
  - **Invoiced annually on anniversary date ($13,000)**
- **All invoices are payable on Net 30 terms**

Amounts do not include local, state or federal taxes. If you are tax exempt, please provide a tax exempt form otherwise sales tax will be charged.

(800) 950-9202 2120 Powers Ferry Road SE, Suite 110, Atlanta, GA 30339 sales@centegix.com

City of LaBelle Board of Commissioners
Agenda Request

To: Honorable Mayor and City Commission

Prepared By: Derek Rooney, City Attorney

Date of Meeting: December 12, 2024

Date Submitted: December 10, 2024

Title of Agenda Item: Ajax Paving Agreement

Agenda Location: Consent Agenda

Report in brief: Hendry County recently issued an invitation to bid for countywide paving (ITB 2024-07) with an option to provide paving services withing the City of LaBelle. Under this cooperative purchase the City would utilize the County's contractor under the same terms as the City for the paving of Sunset Drive, Kissimmee Ave, Miller Ave and Selma Daniels Ave.

Staff Comments: The County awarded the bid to Ajax Paving. Although their bid was not the lowest responsive bidder for the City portion of the scope, the lowest bidder was not interested in the City work without the County portion being included. Staff has concluded that the price differential is less than the costs of rebidding the project separately and finds that going with the County contractor is in the best interests of the City.

Fiscal Impact: Funding is available in the City's street paving account.

Recommended Actions: Approve the piggyback with Ajax Paving.

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES PROCURED BY ANOTHER GOVERNMENTAL ENTITY

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2024 by and between the City of LaBelle, hereinafter referred to as the "City", and Ajax Paving Industries of Florida, LLC, a Florida limited liability company, hereinafter referred to as the "Contractor", collectively the "Parties".

WHEREAS, Contractor entered into an agreement dated August 23, 2024 for Water and Wastewater Miscellaneous Construction/Maintenance Services with the Hendry County, Florida (the "Contract"), attached hereto with bid materials and incorporated herein as composite Exhibit "A" to this Agreement; and

WHEREAS, the City of LaBelle, a Florida municipal corporation, has the legal authority pursuant to Section 2-63(d) of the LaBelle Code to "piggyback" onto a contract competitively awarded to another Florida governmental entity when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Contractor and the City for utilization of the same or similar services for Water and Wastewater Miscellaneous Construction/Maintenance Services (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW, THEREFORE, having been found to be in the public interest and in consideration of their respective undertakings hereunder, the Parties agree as follows:

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the Hendry County and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of LaBelle" shall be substituted for the term "Hendry County" or "County" throughout the Contract.

2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the Work is completed.

3. The Contractor agrees to provide City with all insurance and legal certificates in the name of the City as required by the Contract.

4. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:\

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

b. Upon request from the public agency's custodian of public records, the Contractor

shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

f. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.

g. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

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

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

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

i. A notice complies with subparagraph 4.(h).ii. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

j. A Contractor who complies with a public records request within 8 business days

after the notice is sent is not liable for the reasonable costs of enforcement.

k. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of LaBelle, Attn: Tia Warner, City Clerk, 481 W Hickpochee Ave., LaBelle, FL 33935. tiawarner@citylabelle.com (863) 675-2872

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective on the date the last party hereto executes below.

CITY OF LABELLE:
Date Signed: _____

ATTEST:

_____
Julie Wilkins, Mayor

_____
CITY CLERK

_____
Derek Rooney, City Attorney

WITNESSES:

_____

NAME:_____
[PRINT/TYPE]

_____

NAME:_____
[PRINT/TYPE]

"CONTRACTOR"

BY:_____
NAME:_____
[PRINT/TYPE]

TITLE:_____
DATE:_____

HENDRY COUNTY ENGINEERING

P. O. Box 2340 · 99 East Cowboy Way · LaBelle, FL 33975
Telephone: (863) 675-5222 Fax: (863) 674-2941

NOTICE OF INTENT TO AWARD

Ms. Christie Alvaro, Director of Estimating
Ajax Paving Industries of Florida, LLC
One Ajax Drive
North Venice, FL 34275

August 27, 2024

VIA EMAIL: FLEstimate@ajaxpaving.com

RE: **Notice of Intent to Award**
Solicitation **#2024-07, County Wide Miscellaneous Paving in Hendry County, Florida**

Dear Ms. Alvaro:

Thank you for submitting your offer for solicitation #2024-07**,** County Wide Miscellaneous Paving in Hendry County, Florida.

Responses were evaluated according to the criteria stated in the solicitation. Hendry County announces their intent to award a contract to:

Ajax Paving Industries of Florida, LLC, Inc. in the amount of $257,828.01

The City of LaBelle will be issuing their own contract for roads within the city limits.

We would like to thank each vendor for your time and effort in preparing a response to this solicitation.

We invite you to contact myself, Jorge Hernandez, if you would like additional information or have any questions about the evaluation process. Vendors are advised that any protests of this decision must be submitted in accordance with Hendry County Code Section 1-2-185.

The successful vendor is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until a contract is executed with the County.

Sincerely,

Jorge Hernandez

Digitally signed by Jorge Hernandez
DN: cn=Jorge Hernandez, o=Hendry County, ou, email=jorge.hernandez@hendryfla.net, c=US
Date: 2024.08.27 09:03:47 -04'00'

Jorge Hernandez
Hendry County Project Engineer
PHONE: (863-612-4726)
E-MAIL: jorge.hernandez@hendryfla.net

BID #2024-07, COUNTY WIDE MISCELLANEOUS PAVING

HENDRY COUNTY								
			Ajax Paving Industries of Florida, LLC		Southern Striping Solutions, LLC		OHLA USA, Inc.	
CR78 (Segment)	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Mobilization	LS	1	$ 4,424.35	$ 4,424.35	$ 1,725.63	$ 1,725.63	$ 11,292.39	$ 11,292.39
Maintenance of Traffic (MOT)	LS	1	$ 1,850.46	$ 1,850.46	$ 2,200.00	$ 2,200.00	$ 1,673.08	$ 1,673.08
Milling Depth 2"	SY	174	$ 47.58	$ 8,278.92	$ 31.69	$ 5,514.06	$ 56.49	$ 9,829.26
1" Asphaltic Concrete, S-III (Leveling Course)	SY	174	$ 29.00	$ 5,046.00	$ 24.78	$ 4,311.72	$ 78.09	$ 13,587.66
1" Asphaltic Concrete, S-III (Overlay)	SY	174	$ 29.00	$ 5,046.00	$ 24.78	$ 4,311.72	$ 80.51	$ 14,008.74
Paint, Standard, White, Solid, 6"	GM	0.029	$ 4,302.23	$ 124.76	$ 10,000.00	$ 290.00	$ 4,044.48	$ 117.29
Paint, Standard, Yellow, Solid, 6"	GM	0.029	$ 4,302.23	$ 124.76	$ 10,000.00	$ 290.00	$ 4,044.48	$ 117.29
Raised Pavement Marker, Type B	EA	4	$ 24.58	$ 98.32	$ 12.00	$ 48.00	$ 22.34	$ 89.36
		Total Road Bid	**$**	**24,993.57**	**$**	**18,691.13**	**$**	**50,715.07**
SW Eucalyptus Blvd (Segment)	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Mobilization	LS	1	$ 2,129.42	$ 2,129.42	$ 1,772.25	$ 1,772.25	$ 9,475.15	$ 9,475.15
Maintenance of Traffic (MOT)	LS	1	$ 1,850.46	$ 1,850.46	$ 2,200.00	$ 2,200.00	$ 1,318.37	$ 1,318.37
1 1/2" Asphaltic Concrete, S-III (Overlay)	SY	243	$ 42.47	$ 10,320.21	$ 33.11	$ 8,045.73	$ 59.47	$ 14,451.21
Paint, Standard, White, Solid, 6"	GM	0.034	$ 4,302.23	$ 146.28	$ 9,560.00	$ 325.04	$ 3,449.71	$ 117.29
Paint, Standard, Yellow, Solid, 6"	GM	0.034	$ 4,302.23	$ 146.28	$ 9,560.00	$ 325.04	$ 3,449.71	$ 117.29
Raised Pavement Marker, Type B	EA	4	$ 24.58	$ 98.32	$ 12.00	$ 48.00	$ 22.34	$ 89.36
		Total Road Bid	**$**	**14,690.97**	**$**	**12,716.06**	**$**	**25,568.67**
Helms Road (Segment)	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Mobilization	LS	1	$ 6,582.69	$ 6,582.69	$ 5,618.00	$ 5,618.00	$ 7,425.39	$ 7,425.39
Maintenance of Traffic (MOT)	LS	1	$ 7,401.84	$ 7,401.84	$ 4,400.00	$ 4,400.00	$ 2,027.79	$ 2,027.79
1" Asphaltic Concrete, S-III (Leveling Course)	SY	11414	$ 8.22	$ 93,823.08	$ 9.03	$ 103,068.42	$ 9.39	$ 107,177.46
1" Asphaltic Concrete, S-III (Overlay)	SY	11414	$ 8.22	$ 93,823.08	$ 9.23	$ 105,351.22	$ 9.74	$ 111,172.36
Paint, Standard, White, Solid, 6"	GM	1.609	$ 4,302.23	$ 6,922.29	$ 4,610.00	$ 7,417.49	$ 3,912.05	$ 6,294.49
Paint, Standard, Yellow, Solid, 6"	GM	1.010	$ 4,302.23	$ 4,345.25	$ 4,710.00	$ 4,757.10	$ 4,064.46	$ 4,105.10
Paint, Standard, Yellow, Skip, 6" (10/30)	GM	0.306	$ 1,075.56	$ 329.12	$ 5,250.00	$ 1,606.50	$ 990.16	$ 302.99
Raised Pavement Marker, Type B	EA	170	$ 24.58	$ 4,178.60	$ 8.00	$ 1,360.00	$ 22.34	$ 3,797.80
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	24	$ 30.73	$ 737.52	$ 32.00	$ 768.00	$ 27.93	$ 670.32
		Total Road Bid	**$**	**218,143.47**	**$**	**234,346.73**	**$**	**242,973.70**
Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)			**$**	**257,828.01**	**$**	**265,753.92**	**$**	**319,257.44**

CITY OF LABELLE								
			Southern Striping Solutions, LLC		Ajax Paving Industries of Florida, LLC		OHLA USA, Inc.	
City of LaBelle (Segments)	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Mobilization	LS	1	$ 3,102.00	$ 3,102.00	$ 10,411.96	$ 10,411.96	$ 9,148.96	$ 9,148.96
Maintenance of Traffic (MOT)	LS	1	$ 4,400.00	$ 4,400.00	$ 7,406.14	$ 7,406.14	$ 2,027.79	$ 2,027.79
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	30	$ 32.00	$ 960.00	$ 30.73	$ 921.90	$ 27.93	$ 837.90
Sunset Drive (North Segment)								
1 1/2" Asphaltic Concrete, S-III	SY	1289	$ 15.64	$ 20,159.96	$ 13.61	$ 17,543.29	$ 18.88	$ 24,336.32
Sunset Drive (South Segment)								
1 1/2" Asphaltic Concrete, S-III	SY	2311	$ 15.64	$ 36,144.04	$ 13.72	$ 31,706.92	$ 14.70	$ 33,971.70
Kissimmee Ave								
1 1/2" Asphaltic Concrete, S-III	SY	689	$ 15.64	$ 10,775.96	$ 15.87	$ 10,934.43	$ 27.32	$ 18,823.48
Miller Avenue / Selma Daniels Ave								
1 1/2" Asphaltic Concrete, S-III	SY	560	$ 15.64	$ 8,758.40	$ 33.11	$ 18,541.60	$ 30.04	$ 16,822.40
		City of LaBelle Bid Total	**$**	**84,300.36**	**$**	**97,466.24**	**$**	**105,968.55**

INVITATION TO BID FOR
COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA

BID No. 2024-07

OPENING DATE AND TIME: JULY 10, 2024 AT 2:00 P.M

Hendry County
"Sweet, Friendly...Country"

Prepared by: Hendry County Engineering Department
Dated: July 1, 2024

SECTION V

BID FORM

BID No. 2024-07

TO: Hendry County Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C.E. Hall Building
25 East Hickpochee Ave.
Administrative Wing, 2nd Floor, Room A-226
LaBelle, Florida 33935

RE: County Wide Miscellaneous Paving in Hendry County, Florida

FROM: Ajax Paving Industries of Florida, LLC
Bidder's Name

One Ajax Drive
Address

North Venice FL 34275
City, State and Zip Code

July 2, 2024	941-486-3600	flestimate@ajaxpaving.com
Date	Phone Number	Email Address

A. The undersigned, as bidder, does hereby declare that he has familiarized himself with the area affected by the work, local conditions affecting the cost of the work, Construction Documents including the Invitation to Bid, Project Plans, Specifications and Exhibits thereto and any addenda to such Construction Documents, and hereby proposes to furnish all materials and perform all work required in strict accordance with the provisions of such documents for the consideration of prices quoted in the Bid Schedule, which prices include any and all costs and profit associated with completing the scope of in accordance with the Procurement Documents.

B. The undersigned understands that the quantities shown in the Bid Schedule are approximate only and are intended principally to serve as a guide in evaluating bids and are subject to either increase or decrease. All quantities of work, whether increased or decreased are to be performed at the unit price stated in the Bid Schedule. The Owner reserves the right to modify or delete items listed in the Bid Schedule in order to make use of all available funding. Such modifications shall be made solely at the Owner's discretion.

C. The undersigned affirms that in making this bid, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work and further affirms that such bid is made

without regard or reference to any other bidder and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with any other person or persons with reference to such bidding in any way or manner whatsoever.

D. The undersigned, when notified of the acceptance of this bid, does hereby agree to enter into a construction contract with the Owner, within fifteen (15) days from the date on the notice of acceptance unless such term is extended by the County, and he shall provide all required bonds and certificates of insurance.

E. The undersigned further agrees that if awarded the contract he will commence the work on the date provided in the Notice to Proceed or, if no date is provided, within fifteen (15) calendar days after the date of the Notice to Proceed, and that he will complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted. If the undersigned fails to complete any phase of the work within the given timeframe or if he fails to complete all of the work on or before the expiration of the allowed calendar days, then and in that event, he further expressly agrees that, for each day that any phase of the work under this Contract remains uncompleted thereafter, the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as scheduled in the Contract and retain for failure of the undersigned to complete the Contract on or before the expiration of the scheduled critical timeframe(s).

   The undersigned agrees that the Owner's damages caused by delay are capable of being established but would be difficult to measure accurately or completely and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

F. In submitting this bid it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities, to reject all bids and to negotiate with the apparent qualified low bidder if necessary. It is agreed that THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF ONE HUNDERED FIFTY (150) DAYS after the opening thereof.

G. The undersigned has attached hereto a Certified Check, or Bid Bond in the sum of 5% of amount of bid Dollars ($ 5% of bid) payable to Hendry County, as required in the procurement document, and the undersigned agrees that in case he fails to fulfill his obligations under the aforementioned bid, Hendry County may, at its option, determine that the undersigned has abandoned his rights and interests in such bid and that the cashier's check or bid bond accompanying his bid has been forfeited. Otherwise, the cashier's check or bid bond shall be returned to the undersigned upon the execution of the contract and the acceptance of the bonds and insurance required therein, or upon rejection of his bid.

H. The undersigned affirms that he has completed, as applicable, signed and included in his bid the forms, security, statements, documents, and memoranda required by the procurement documents.

A bid shall be considered unresponsive and shall be rejected if it fails to include these fully executed statements or if the bidder fails to furnish required data. When a determination has been made to award a contract to a specific contractor, such contractor shall, prior to award, furnish such other pertinent information and assurances regarding his own employment policies and practices as well as those of his proposed subcontractors, as the Owner or State Office of Contract Compliance may require. The bidder shall furnish similar statements executed by each of his first tier and second tier subcontractors whose contracts equal ten thousand ($10,000.00) dollars or more. No subcontract shall be awarded to any non-complying subcontractor.

I. The undersigned affirms that he has completed all of the blank spaces in the Bid Schedule and has verified that quantities shown on the Bid Schedule are reasonably accurate. In the case of a tie bid price, the Owner may negotiate a price with each low tie bidder.

J. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U. S. Secretary of Labor and Hendry County were used in the preparation of this bid.

K. The undersigned affirms that Bidder's Equal Employment Opportunity Policy is designed to further the provision of equal employment opportunity to all persons seeking employment and to assure that all employees are treated during employment without regard to their age, race, religion, color, national origin, sex, or disability. Such Policy applies to Bidder's employment practices including: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

L. Bidder certifies that the bid prices contained in this bid include compensation for providing Owner indemnification as provided in Section 6.24 of the General Conditions

M. The undersigned acknowledges receipt of the addenda described in Contractor's Certification submitted herewith.

N. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the Date of Final Acceptance, unless otherwise specified within the Procurement Documents.

O. The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the Owner based on the attached Bid Schedule and qualifying documents.

P. The legal status of the undersigned is (the bidder shall complete the appropriate following sub-section (1), (2), or (3) and strike out the other two):

(1) A corporation duly organized and doing business under the laws of the State of Florida, for whom bearing official title of Director of Estimating, whose signature is affixed to this bid, is duly authorized to execute contracts.

If a Foreign Corporation or non-State of Florida Corporation, provide date qualified in State declared above: _____(date).

Name and address of agent: _____
for service of process: _____
_____

(Out of state contractor must also provide name and address of Florida process agent.)

(2) A partnership, all of the members of which, with addresses (designate general partners):

_____

_____

_____

If all partners are non-residents of Florida, designate name and address of agent required for service of process located in Florida.

(3) Mr./Ms. _____ is the individual whose signature is affixed to this bid

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$ 4424.35	$ 4424.35
Maintenance of Traffic (MOT)	LS	1	$ 1850.46	$ 1850.46
Milling Depth 2"	SY	174	$ 47.58	$ 8278.92
1" Asphaltic Concrete, S-III (Leveling Course)	SY	174	$ 29.00	$ 5046.00
1" Asphaltic Concrete, S-III (Overlay)	SY	174	$ 29.00	$ 5046.00
Paint, Standard, White, Solid, 6"	GM	0.029	$ 4302.23	$ 124.76
Paint, Standard, Yellow, Solid, 6"	GM	0.029	$ 4302.23	$ 124.76
Raised Pavement Marker, Type B	EA	4	$ 24.58	$ 98.32
			Bid Total	$ 24,993.57

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$ 2129.42	$ 2129.42
Maintenance of Traffic (MOT)	LS	1	$ 1850.46	$ 1850.46
1 1/2" Asphaltic Concrete, S-III (Overlay)	SY	243	$ 42.47	$ 10320.21
Paint, Standard, White, Solid, 6"	GM	0.034	$ 4302.23	$ 146.28
Paint, Standard, Yellow, Solid, 6"	GM	0.034	$ 4302.23	$ 146.28
Raised Pavement Marker, Type B	EA	4	$ 24.58	$ 98.32
			Bid Total	$ 14,690.97

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$ 6582.69	$ 6582.69
Maintenance of Traffic (MOT)	LS	1	$ 7401.84	$ 7401.84
1" Asphaltic Concrete, S-III (Leveling Course)	SY	11,414	$ 8.22	$ 93823.08
1" Asphaltic Concrete, S-III (Overlay)	SY	11,414	$ 8.22	$ 93823.08
Paint, Standard, White, Solid, 6"	GM	1.609	$ 4302.23	$ 6922.29
Paint, Standard, Yellow, Solid, 6"	GM	1.010	$ 4302.23	$ 4345.25
Paint, Standard, Yellow, Skip, 6" (10/30)	GM	0.306	$ 1075.56	$ 329.12
Raised Pavement Marker, Type B	EA	170	$ 24.58	$ 4178.60
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	24	$ 30.73	$ 737.52
			Bid Total	$ 218,143.47

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	$ 257,828.01

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$ 10411.96	$ 10411.96
Maintenance of Traffic (MOT)	LS	1	$ 7406.14	$ 7406.14
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	30	$ 30.73	$ 921.90
Sunset Drive (North Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	1,289	$ 13.61	$ 17543.29
Sunset Drive (South Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	2,311	$ 13.72	$ 31706.92
Kissimmee Ave				
1 1/2" Asphaltic Concrete, S-III	SY	689	$ 15.87	$ 10934.43
Miller Avenue/Selma Daniels Ave				
1 1/2" Asphaltic Concrete, S-III	SY	560	$ 33.11	$ 18541.60
			City of LaBelle Bid Total	$ 97466.24

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)	$ 355,294.25

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items, segments or reduce quantities if is in the best interest of the County and/or City.

Firm Name: Ajax Paving Industries of FL LLC

By (Printed): Lee Strauss

By (Signature): Lee Strauss

Title: Estimator/Project Manager

Address: One Ajax Drive

N. Venice, Fl 34275

Phone Number: 941-238-8833

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	HENDRY CO BD OF COMMISSIONERS	**Contact:**	Jorge Hernandez
Address:	25 E Hickpochee Avenue, P O BOX 1760	**Phone:**	863-675-5220
	LABELLE, FL 33935 USA	**Fax:**	
Project Name:	County Wide Miscellaneous Paving	**Bid Number:**	LS24-211
Project Location:		**Bid Date:**	7/10/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CR78 (Segment)					
1	Mobilization	1.00	LS	$4,424.35	$4,424.35
2	Maintenance of Traffic (MOT)	1.00	LS	$1,850.46	$1,850.46
3	Mill Existing Asphalt 2"	174.00	SY	$47.58	$8,278.92
4	1" Asphaltic Concrete, S-III (Leveling Course)	174.00	SY	$29.00	$5,046.00
5	1" Asphaltic Concrete, S-III (Overlay)	174.00	SY	$29.00	$5,046.00
6	Paint, Standard, White, Solid, 6"	0.03	GLMI	$4,302.23	$124.76
7	Paint, Standard, Yellow, Solid., 6"	0.03	GLMI	$4,302.23	$124.76
8	Raised Pavement Marker, Type B	4.00	EACH	$24.58	$98.32
	Total Price for above CR78 (Segment) Items:				**$24,993.57**
SW Eucalyptus Blvd (Segment)					
9	Mobilization	1.00	LS	$2,129.42	$2,129.42
10	Maintenance of Traffic (MOT)	1.00	LS	$1,850.46	$1,850.46
11	1 1/2" Asphaltic Concrete, S-III	243.00	SY	$42.47	$10,320.21
12	Paint, Standard, White, Solid, 6"	0.03	GLMI	$4,302.23	$146.28
13	Paint, Standard, Yellow, Solid 6"	0.03	GLMI	$4,302.23	$146.28
14	Raised Pavement Marker, Type B	4.00	EACH	$24.58	$98.32
	Total Price for above SW Eucalyptus Blvd (Segment) Items:				**$14,690.97**
Helms Road (Segment)					
15	Mobilization	1.00	LS	$6,582.69	$6,582.69
16	Maintenance of Traffic (MOT)	1.00	LS	$7,401.84	$7,401.84
17	1" Asphaltic Concrete, S-III (Leveling Course)	11,414.00	SY	$8.22	$93,823.08
18	1" Asphaltic Concrete, S-III (Overlay)	11,414.00	SY	$8.22	$93,823.08
19	Paint, Standard, White, Solid, 6"	1.61	GLMI	$4,302.23	$6,922.29
20	Paint, Standard, Yellow, Solid, 6"	1.01	GLMI	$4,302.23	$4,345.25
21	Paint, Standard, Yellow, Skip, 6" (10/30)	0.31	GLMI	$1,075.56	$329.12
22	Raised Pavement Marker, Type B	170.00	EACH	$24.58	$4,178.60
23	Thermoplastic, Standard, White, Solid, 24" for Stop Line	24.00	LF	$30.73	$737.52
	Total Price for above Helms Road (Segment) Items:				**$218,143.47**
City Of LaBelle (Segments)					
24	Mobilization	1.00	LS	$10,411.96	$10,411.96
25	Maintenance of Traffic (MOT)	1.00	LS	$7,406.14	$7,406.14
26	Thermoplastic, Standard, White, Solid., 24" for Stop Line	30.00	LF	$30.73	$921.90
	Total Price for above City Of LaBelle (Segments) Items:				**$18,740.00**
City Of LaBelle (Segments) - Sunset Drive (North Segment)					
27	1 1/2" Asphaltic Concrete, S-III	1,289.00	SY	$13.61	$17,543.29

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	HENDRY CO BD OF COMMISSIONERS	**Contact:**	Jorge Hernandez
Address:	25 E Hickpochee Avenue, P O BOX 1760	**Phone:**	863-675-5220
	LABELLE, FL 33935 USA	**Fax:**	
Project Name:	County Wide Miscellaneous Paving	**Bid Number:**	LS24-211
Project Location:		**Bid Date:**	7/10/2024

Total Price for above City Of LaBelle (Segments) - Sunset Drive (North Segment) Items: $17,543.29

City Of LaBelle (Segments) - Sunset Drive (South Segment)

28	1 1/2" Asphaltic Concrete, S-III	2,311.00	SY	$13.72	$31,706.92

Total Price for above City Of LaBelle (Segments) - Sunset Drive (South Segment) Items: $31,706.92

City Of LaBelle (Segments) - Kissimmee Ave

29	1 1/2" Asphaltic Concrete, S-III	689.00	SY	$15.87	$10,934.43

Total Price for above City Of LaBelle (Segments) - Kissimmee Ave Items: $10,934.43

City Of LaBelle (Segments) - Miller Avenue/Selma Daniels Ave

30	1 1/2" Asphaltic Concrete, S-III	560.00	SY	$33.11	$18,541.60

Total Price for above City Of LaBelle (Segments) - Miller Avenue/Selma Daniels Ave Items: $18,541.60

Total Bid Price: $355,294.25

Notes:

- This Proposal is based on ___ Mobilizations. Additional Mobilizations will be $2,500 each.
- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on ___ Mobilizations. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on construction prior to October 31, 2024. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Quote is based on plans dated _____.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.
- Pricing does not include striping, temp asphalt, asphalt curb pad, roadway restoration due to underground work, utility adjustments, demolition, clear/grub, excavation, embankment, grading, base, stabilization, permits, security badging, OJT, drop off protection, driveway maintenance.
- Pricing includes bond.
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.
- Ajax Paving will not be responsible for damage to asphalt by third parties. Repairs can be made based on T&M rates.
- Ajax Paving can provide it's own MOT for lane closures at $3,000 per shift if requested by Prime. Prime to supply MOT Devices.
- Prime contractor may elect to provide Ajax with MOT or Ajax can provide it's own MOT (Prime to supply MOT devices).
- Pricing as shown is for daytime work only.

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	HENDRY CO BD OF COMMISSIONERS	**Contact:**	Jorge Hernandez
Address:	25 E Hickpochee Avenue, P O BOX 1760 LABELLE, FL 33935 USA	**Phone:** **Fax:**	863-675-5220
Project Name:	County Wide Miscellaneous Paving	**Bid Number:**	LS24-211
Project Location:		**Bid Date:**	7/10/2024

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Ajax Paving Industries Of Florida, LLC

Authorized Signature: _____

Estimator: Lee Strauss
941-238-8833 lstrauss@ajaxpaving.com

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Ajax Paving Industries of Florida, LLC
One Ajax Drive,North Venice, FL 34275

as Principal, hereinafter called Principal, and

Liberty Mutual Insurance Company
175 Berkeley Street,Boston, MA 02116

a corporation duly organized under the laws of the State of **Massachusetts**
as Surety, hereinafter called Surety, are held and firmly bound unto

Hendry County Board of County Commissioners
25 E. Hickpochee Avenue,LaBelle, FL 33935

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

County Wide Miscellaneous Paving in Hendry County, Florida - Bid No.: 2024-07

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of July, 2024.

Ajax Paving Industries of Florida, LLC

Kara Coggins
(Witness)

(Principal) (Seal)

Christie Alvaro (Title) Director of Estimating

Jessica Wyatt
(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)

Holly Nichols
(Title)

Holly Nichols, Attorney in Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

987

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ATTACHMENT 1
BID No. 2024-07 **CONTRACTOR'S AFFIDAVIT**

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

I acknowledge receipt of the following addenda.

Addendum # 1 Date: 06/21/2024	Addendum # _____ Date: _____
Addendum # 2 Date: 07/01/2024	Addendum # _____ Date: _____
Addendum # _____ Date: _____	Addendum # _____ Date: _____

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

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

Ajax Paving Industries of Florida, LLC
Name of Business

Authorized Signature

Christie Alvaro, Director of Estimating
Name & Title, Printed

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

One Ajax Drive
Mailing Address
North Venice FL 34275
City, State & Zip Code
941-486-3600/941-486-3500
Telephone Number/Fax Number
flestimate@ajaxpaving.com
Email Address

State of Florida
County of Sarasota

This foregoing instrument was acknowledged before me this 2nd day of July, 2024, by Christie Alvaro, who is personally known to me or produced n/a - (personally known) as identification.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

Signature of Notary Public – State of Florida

ATTACHMENT 2

BID No. 2024-07 CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

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

SUBMITTED BY: Ajax Paving Industries of Florida, LLC ( ) Individual
Company
One Ajax Drive ( ) Partnership
Street or PO Box
North Venice FL 34275 (✓) Corporation
City, State & Zip Code
941-486-3600/941-486-3500 ( ) Joint Venture
Phone/Fax/Email

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

1. Person to Contact Kara Coggins/Jessica Canon Title Bid / Contract Specialist

Telephone # 941-486-3600 Fax # 941-486-3500 Email flestimate@ajaxpaving.com

2. How many years has your organization been in business as a licensed Contractor under your present name: 16 years Year established : 2008

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

We have operated under the name of Ajax Paving Industries, Inc. since April 18, 1951

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

Please see attached Resolution

5. Prepare a list as indicated on Attachment 3 – Completed Projects (attached) of the last five (5) projects of this type your organization has completed. ***Please see attached "Completed Contracts"****

6. Prepare a list as indicated on Attachment 4 – Current Projects (attached) of projects of this type that your organization is currently engaged in. Have you ever failed to complete any work awarded to you? No ***Please see attached " Status of Contracts on Hand"***

When? _____

Where? _____

Why? _____

Ajax Paving Industries of Florida, LLC

An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

July 24, 2023

RESOLUTION OF THE BOARD OF DIRECTORS OF

AJAX PAVING INDUSTRIES OF FLORIDA, LLC

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filling of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:

Michael A. Horan
Chief Executive Officer/Manager

Vince Hafeli
President

Scott Pittman
Executive Vice President-Marketing and Government Affairs

Andre DeCraene
Executive Vice President - Operations

Dave Reid
Senior Estimator

Joseph Minich
Regional Vice President, Tampa

Felipe Jaramillo
Engineer Director

Mickey Cox
Vice President of Plants and Materials

Ryan Felmet
Chief Financial Officer

Matt Desotell
Regional Vice President, Ft. Myers

Matthew Horan
Regional Vice President, North Venice

John Savage
Director of Quality Control

Natalie Woody
Secretary/Treasurer

Christie Alvaro
Director of Estimating

Jamie Simmons
Assistant Secretary

Clay Cross
Regional Vice President, Lake Wales

Lauren Taylor
Estimator

Lee Strauss
Estimator

Mark Miller
Estimator

Sharon Radford
Estimator

BID No. 2024-07

ATTACHMENT 3
COMPLETED PROJECTS

1. Project Title and Location ***Please see attached "Completed Contracts"***

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

ATTACHMENT 3
COMPLETED PROJECTS
(CONTINUED)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
$5,052,711.83		2023	E1S92 - US301 Manatee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$3,587,382.02		2023	T1836 - SR758 from SR 72 (Stickney Point Rd to Shadow Lawn Way Sarasota County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$20,052,828.47		2023	T1676 SR 45 (US 41) Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,197,475.62		2023	T1834 SR 93 (I-75) Collier County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$8,663,207.39		2023	T1841 SR25 (US27) Glades County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$8,140,323.35		2023	H1I08 - Ian Hurricane Repairs Multiple Counties	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,664,000.00		2023	SR 688 - Pavement Only Resurfacing Pinellas County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,276,307.87		2023	E8T75 -Suncoast Parkway Hernando County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$382,400.00		2023	E7Q42 Simmons Loop to Big Bend Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$375,800.00		2023	E7Q43 Summerfield Crossing Blvd Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$452,700.00		2023	E7Q44 Summmerfield Crossing Harbor Haze Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$229,500.00		2023	E7P84 SR600 Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$500,000.00		2023	T7383 US 19 Repair Citrus County	David Nelson Construction 3483 Alt 19 Palm Harbor, FL 34683
$3,397,760.34		2023	E7016 US 92 Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$229,500.00		2023	E7P84 - Fast Response Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$21,358,192.62		2023	E7R15 US301 N of Lake St Charles Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$5,184,769.99		2023	E8U17 Veterans Expressway Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,030,376.00		2023	E1U10 SR 35 at Colbert Rd Polk County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$12,306,212.00		2022	E7R15 - US 301/SR 45, SR 676A at Bloomingdale & I-75 DB Hillsboro County, FL	FDOT 605 Suwanee Street Tallahassee, FL 32399
$20,942,319.00		2022	FPN 201032 (T1709) Mill/Resurface/Widen SR 93 (I-75) Manatee Manatee County, FL	SACYR Construction Miami, FL
$2,778,928.00		2022	T7424 - CR 578 New Northern Alignment- 257298-5-52-01	FDOT 605 Suwanee Street Tallahassee, FL 32399
$9,180,244.00		2022	T7468- SR45/US41/Broad St.- 441386-FAP D720038B	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
				605 Suwanee Street Tallahassee, FL 32399
$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
$12,306,212.00		2022	E7R15 - US 301/SR 45, SR 676A at Bloomingdale & I-75 DB Hillsboro County, FL	FDOT 605 Suwanee Street Tallahassee, FL 32399
$20,942,319.00		2022	FPN 201032 (T1709) Mill/Resurface/Widen SR 93 (I-75) Manatee Manatee County, FL	SACYR Construction Miami, FL
$2,778,928.00		2022	T7424 - CR 578 New Northern Alignment- 257298-5-52-01	FDOT 605 Suwanee Street Tallahassee, FL 32399
$9,180,244.00		2022	T7468- SR45/US41/Broad St.- 441386-FAP D720038B	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399
$59,387,878.00		2020	E1Q29 SR 82 Lee 425841 Lee County, FL	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,545,442.02		2020	North 2 Utilities Extension Project - Contract 6	72059 - Southwest Utility Systems Inc 16341 Old US 41 South Fort Myers, FL 33912
$1,545,429.00		2020	M&S North 2 UEP contract 4	Mitchell and Stark 6001 Shirley Street Naples, FL 34116
$2,166,031.00		2020	City of Cape Coral Utilities North 2 UEP Contract 1	Guymann Construction 305 SW 3rd Street Cape Coral, FL 33991
$1,424,437.00		2020	City of Cape Coral Utilities North 2 UEP Contract 7 Cape Coral, FL	Guymann Construction 305 SW 3rd Street Cape Coral, FL 33991
$1,292,173.00		2020	City of Cape Coral Utilities North 2 UEP Contract 11 Cape Coral, FL	72059 - Southwest Utility Systems Inc 16341 Old US 41 South Fort Myers, FL 33912
$82,371.00		2020	Naples Municipal Airport Naples, FL	57845 - Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913
$537,649.14		2020	Babcock National Phase 1	68581 - Ryangolf Corporation 614 S. Military Trail Deerfield Beach, FL 33442
$231,714.61		2020	Corkscrew Shores Final Lift Phases 2 and 3	18016 - Corkscrew Lakes, LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
				21101 Design Parc Ln #103 Estero, FL 33928
$36,156.97		2020	Waste Management Repairs	17803 - Classics Plantation Estates HOA 3001 Executive Drive Suite 260 Clearwater, FL 33762
$141,025.00		2020	Barron Collier Highschool Track	34029 - Halfacre Construction Company 7015 Professional Pkwy E Sarasota, FL 34240
$11,524,723.71		2020	T1722 SR 25 (US 27) Glades 438060 D118118B	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$58,463,650.80		2020	T1997 SR 80 Hendry 408286	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,960,704.57		2020	West Villages Parkway Intersection Improvements North Port, Sarasota County	82216 - West Villages Improvement District 2501 Burns Road Suite A Palm Beach Gardens, FL 33410
$11,247,918.06		2020	2019 County Paving Program Port Charlotte, Sarasota County	17700 - Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948
$1,049,558.32		2020	Taxiway "D" Extension Venice, Sarasota County	77000 - City of Venice 200 N Warfield Avenue Venice, FL 34285
$950,617.45		2020	FPN 439432 (T1753) D119009B Mill and Resurface (CA19-056) North Port, Sarasota County	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$240,831.37		2020	Routine Road Maintenance 2019 City of North Port - PO #48192 North Port, Sarasota County	56000 - City of North Port 1100 N. Chamberlain Blvd North Port, FL 34286
$1,214,745.21		2020	Venice Resurfacing Project, Phase 2 Venice, Sarasota County	77000 - City of Venice 200 N Warfield Avenue Venice, FL 34285
$43,000.00		2020	PGT Loading Area Venice, Sarasota County	60521 - PGT Industries, Inc 1070 Technology Drive Nokomis, FL 34275
$597,037.37		2020	Little Bullfrog Creek - ITB 17182 Misc Construction Project Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
$39,088.00		2020	WO20 - Balm Wimauma Resurfacing - ITB 17182 Misc Const Projec Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
$84,000.00		2020	Wo17 - BOCC Curb & Gutter Repair - ITB 17182 Misc Const Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
$1,368,000.00		2020	IFB-ML-19-055 - Little Road Pasco County, FL	59889 - Pasco County BOCC 38053 Live Oak Ave Dade City, FL 33523
$1,858,279.05		2020	IFB-ML-19-054 - Mitchell Blvd Pasco County, FL	59889 - Pasco County BOCC 38053 Live Oak Ave Dade City, FL 33523
$6,237,367.00		2020	SR 37 Polk County - FPN 434937 Polk County, FL	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$925,463.52		2020	WO 25 - Virginia Park - 14 C 35 Hillsborough County, FL	74121 - City of Tampa 306 E Jackson Street 2E Tampa, FL 33602
$1,176,903.29		2020	NW Regional Water Reclaimation Facility Expansion	20045 - Garney/Wharton- Smitch a Joint Venture 370 E Crown Point Rd Winter Garden, FL 34787
$4,372,157.44		2020	SR 45 (US41) (50th St) FPN 434848 Hillsborough County, FL	60600 - PCS Civil, INC 6920 Asphalt Ave Tampa, FL 33614
$953,552.41		2020	City of Pinellas Park Road Resurfac Pinellas County, FL	61594 - City of Pinellas Park PO Box 1100 Pinellas Park, FL 33780
$1,064,771.87		2020	Bay to Bay Blvd - Pavement Treatment Program Tampa, Hillsborough County	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
$700,239.80		2020	SWWRF Capacity Upgrades Tampa, Hillsborough County	34049 - The Haskell Company PO Box 45275 Jacksonville, FL 32202
$187,950.35		2020	Terminal Apron Rehabilitation - Sebring Airport Sebring, Desoto County	34224 - GLF Construction Corp 1428 Brickell Ave Miami, FL 33131
$987,716.73		2020	FPN 428957 (T7406) SR 93A (I75) Off Ramp Interchange	61950 - Prince Contracting Co

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
			Tampa, Hillsborough County	10210 Highland Manor Drive Suite 110 Tampa, FL 33610
$3,027,443.05		2020	2017/2018 Street Improvement Project - New Port Richey New Port Richey, Pasco County	61717 - City of New Port Richey 5919 Main Street New Port Richey, FL 34652
$68,918.00		2020	Demo of Red Side Rental Car Garage @ TIA Tampa, Hillsborough County	44480 - Kimmins Contracting Corp 1501 2nd Ave Tampa, FL 33605
$147,742.77		2020	Polk Pkwy Widening MP 18-22 Lakeland, Polk County	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$6,432,013.03		2019	FPN 434937-1-52-01 (E1P92) SR 37 From CR630 (Lithia Pinecrest) Polk County	FDOT/Keystone Civil 2635 Windguard Circle, Suite 102 Wesley Chapel, FL 33544
$6,851,830.78		2019	FPN 434765-1-52-01 (E7K19) SR 56 Extension, Pasco County	Cone & Graham, Inc. P.O. Box 310167 Tampa, FL 33680
$1,509,643.95		2019	FPN 436491-1-52-01 SR (T7409) 60/E. Kennedy, Downtown Tampa	FDOT 11201 N. McKinley Drive Tampa, FL 33612
$2,924,620.68		2019	FPN 434806-1-52-01 (T7401) SR 693/S. Pasadena Ave., Pinellas County	FDOT 11201 N. McKinley Drive Tampa, FL 33612
$7,298,572.25		2019	FPN 201032-6-52-01 & 201032-6-56-01 (T1664) SR 64 Interchange @ SR 93 (I-75) Bradenton, Manatee County	Prince Contracting, LLC 10210 Highland Manor Drive, Suite 110 Tampa, FL 33610
$2,179,806.79		2019	FPN 436580 (E1R06) Mill/Resurface/Widen SR 70 Desoto	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$1,723,727.04		2019	FPN 439432 (T1753) D119009B Mill & Resurface (CA19-056)	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$20,796,482.11		2019	2017 County Paving Program	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
$2,124,098.61		2019	FPN 422710 (E1P91) Mill/Resurface/Widen US 41 Sarasota	Russell Engineering, Inc. 10704 Portal Crossing Bradenton, FL 34211
$12,539,709.14		2019	2018 County Paving Program	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
$7,562,484.06		2019	CR-665 Widening And Resurfacing	Hardee County BOCC 412 W Orange St., Room 103 Wachula, FL 33873
$7,206,012.55		2019	FPN 436586 (T1706) Mill/resurface SR 35 and SR 64 Hardee	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$2,384,669.95		2019	West Villages Parkway Intersection Improvements	West Villages Improvement District 19503 S West Villages Parkway, #A3 Venice, FL 34293
$1,929,250.64		2019	Resurfacing FY18, Increment 2 (Sarasota County)	Sarasota County Trans V017300 1001 Sarasota Center Blvd. Sarasota, FL 34240
$49,312,465.39		2019	E1Q29 SR 82 Lee	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$26,496,890.50		2019	T1687 SR 93 (I-75) Charlotte 413042	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$915,852.79		2019	E1Q77 Golden Gate Estates 8th St NE Bridge Collier	Bergeron Land Development, Inc. 19612 SW 69 Place Fort Lauderdale, FL 33332
$1,088,005.44		2019	Major Road Resurfacing FY2019	City of Cape Coral 1015 Cultural Park Blvd Cape Coral, FL 33990
$5,064,195.00		2018	FPN 198017 (T1606) Add Lanes/Mill/Resurface SR 45A Sarasota Sarasota County	Bergeron Land Development, Inc. 19612 SW 69 Place Fort Lauderdale, FL 33332
$2,059,531.00		2018	Midway Boulevard Widening- Phase II Charlotte County	Forsberg Construction Inc 645 Charlotte Street Punta Gorda, FL 33950

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
$14,671,706.00		2018	FPN 431316 (T1647) Mill/Resurface/Widen SR 45 (US 41) Charlo Charlotte County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$23,769,328.00		2018	2016 County Paving Program Charlotte County	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
$4,912,660.00		2018	FPN 414547 (T1650) Widen/Reconstruction SR 35 (US 17) Hardee Hardee County	Watson Civil Construction, Inc 319 West Town Place Suite 25 St. Augustine, FL 32092
$1,425,312.00		2018	Arcadia Street Rehab RFP Bid No.2016-02 Desoto County	City of Arcadia PO Box 1000 Arcadia, FL 34266
$4,579,524.00		2018	Venice Rehabilitation Of Public Use Aircraft Parking Aprons Sarasota County	City of Venice 401 West Venice Avenue Venice, FL 34285
$4,151,704.00		2018	Resurfacing FY 17, Area O&P Sarasota County	Sarasota County Trans V017300 1001 Sarasota Center Blvd Sarasota, FL 34240
$20,004,380.00		2018	D/B Golden Gate Boulevard 4-Lane, East Of Wilson Boulevard Collier County	Collier BOCC 2671 Airport Road Court Plaza 3 Naples, FL 34112
$27,028,969.00		2018	T1598 SR 93 (I-75) Charlotte & Sarasota 413044 Sarasota & Charlotte County	Astaldi Construction Corporation 8220 SR 84 Suite 300 Davie, FL 33324
$10,552,837.00		2018	Rehab Of Runway 5-23 & Assoc. Taxiways At Page Field Lee County	Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913-8338
$6,229,008.00		2018	E1P89 SR 35 (US 17) Desoto 436920 Desoto County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$1,137,219.00		2018	Del Prado Boulevard Resurfacing Lee County	Lee County Bd of Commissioners 1500 Monroe Street Fort Myers, FL 33901
$1,292,367.00		2018	Rehab Of Runway 13-31 & Assoc. TW's At Page Field Airport P2 Lee County	Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913-8338
$2,208,085.00		2018	Aspen Blvd & Birchwood Pkwy In Port LaBelle Resurfacing Proj Glades County	Glades County BCC PO Box 395 Moore Haven, FL 33471
$3,214,889.00		2018	E1Q75 SR 29 Hendry 436598 Hendry County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$1,819,211.00		2018	Automated People Mover Slip Ramp Hillsborough County	Kimmins Contracting Corp 1501 2nd Avenue Tampa, FL 33605
$5,458,500.00		2018	FPN 431492 (E7K97) Mill/Resurface 40th Street / US 41 Hills Hillsborough County	Florida Department of Transportation - District 7 11201 N. McKinley Drive MS 7-1300 Tampa, FL 33612
$8,500,714.00		2018	Taxiway Rehabilitation @ PIE Phase 2 - P.O. 424804 Pinellas County	Pinellas County BOCC PO Box 2438 Clearwater, FL 33757
$3,052,331.00		2018	Programmed Maint. Pvmt Rehab (Massachusetts/Ridge/Starkey) Pasco County	Pasco County Purchasing BCC 38053 Live Oak Avenue Dade City, FL 33523-3894
$7,552,224.00		2018	FPN 434929 (T1678) Mill/Resurface SR 93 (I-75) Manatee Manatee County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$1,324,073.00		2018	W. Bloomingdale Ave (945) - Hillsborough Co Pav't Treatment Hillsborough County	Hillsborough County Board of County Commissioners BOCC Hillsborough County Florida PO Box 1110 Tampa FL 33601
$1,355,243.00		2018	Pasco City Asphalt Resurfacing & Pavement Rehab IFB-DL-15-252 Pasco County	Asphalt Paving Systems 9021 Wire Road Zephyrhills, FL 33540
$1,004,425.00		2018	Treasure Island Causeway Trail Project No. 13075-112 Pinellas County	City of St Petersburg PO Box 1257 St Petersburg, FL 33731-1257

BID No. 2024-07

ATTACHMENT 4
CURRENT PROJECTS

1. Project Title and Location ***Please see attached " Status of Contracts on Hand"***

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

ATTACHMENT 4
CURRENT PROJECTS
(CONTINUED)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

State of Florida Department of Transportation
(Status of Contracts on Hand)

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7/1/2024 7:00:04 AM

Contractor Name: Ajax Paving Industries of Florida, LLC
Address: One Ajax Drive, North Venice, FL 34275

All 'Active' Projects (Owner, Location and Desc)	Contract (or) Subcontract Amt	Amt Sublet to Others	Balance of Contract Amt	Uncompleted Amounts	
				As Prime Contractor	As Subcontractor
*** Total Private Projects ***	$9,189,800.00	$1,303,300.00	$7,886,500.00	$644,000.00	$1,491,600.00
IFB-ML-19055 - 2018-19 Mill & Resurface E of US 41 (MASTER) (30119- 04)	$6,375,500.00	$0.00	$6,375,500.00	$6,375,500.00	$0.00
Ajax-E1R87 Design Build I-75(SR 93) @ US 301 Interchange Man (104021-)	$58,135,300.00	$42,699,000.00	$15,436,300.00	$3,742,000.00	$0.00
T1852 - 447872 - D123056B - US 301 FROM 12TH ST TO DR MLK JR (105124-)	$3,034,200.00	$1,827,400.00	$1,206,700.00	$1,206,700.00	$0.00
Resurfacing Siesta Key - Bid #232514JR - Sarasota County (105324-)	$9,490,100.00	$1,741,400.00	$7,748,700.00	$7,748,700.00	$0.00
T1858-441560-1-52-01 - D122043B - SR 681 US 41 to I-75 Saras (107623-)	$6,892,200.00	$2,189,700.00	$4,702,500.00	$227,900.00	$0.00
E1V10-441550-SR 45(US 41) N of Port Commons to State College (109223-)	$14,459,300.00	$5,074,200.00	$9,385,000.00	$6,972,200.00	$0.00
CONSTRUCTION OF TAXIWAY CHARLIE AND FOXTROT REHABILITATION (109622-)	$6,099,500.00	$3,043,900.00	$3,055,700.00	$323,200.00	$0.00
E1U97-447896-SR 789 -Longboat Club to SR 64 Manatee/Sarasota (110022-)	$3,990,000.00	$2,308,400.00	$1,681,600.00	$99,900.00	$0.00
Charlotte County - 2023 County Paving Program - 2023000348 (110623-)	$13,820,500.00	$3,645,600.00	$10,174,800.00	$1,991,700.00	$0.00
Ringling Blvd. & Pine Pl. Roundabout - City of Sarasota (113923-)	$3,722,500.00	$2,269,900.00	$1,452,600.00	$1,104,600.00	$0.00
T1789 SR 45 (US 41) Lee 436931 D120038B (257720-)	$2,309,700.00	$1,431,700.00	$878,000.00	$90,300.00	$0.00
Cape Coral Parkway Eastbound Turn Lane Extension At Del Prad (263721-)	$217,100.00	$121,300.00	$95,800.00	$1,200.00	$0.00
T1834 SR 93 (I-75) Collier 446320 D121090B (269822-)	$4,147,500.00	$1,744,300.00	$2,403,100.00	$180,900.00	$0.00
City Of Ft Myers RFQ #0007-21 Paving & Drainage Repairs (271322-)	$591,700.00	$99,600.00	$492,100.00	$27,900.00	$0.00
T1815 SR 45 (US 41) Lee 444640 D121099B (271522-)	$9,881,000.00	$4,955,000.00	$4,925,900.00	$88,900.00	$0.00
Taxiway D Reconstruction (272422-)	$9,641,800.00	$2,549,900.00	$7,092,000.00	$546,800.00	$0.00
H1I08 - TWO #32 - SR 865 San Carlos Blvd Lee 451802 (272722-)	$22,700.00	$3,300.00	$19,500.00	$800.00	$0.00
REHAB OF AIRSIDE PAVEMENTS AT PAGE FIELD AIRPORT AREA A (272822-)	$5,998,100.00	$2,997,200.00	$3,000,900.00	$1,993,000.00	$0.00
H1I08 - TWO #66 - SR 681 N of US 41 Sarasota 451800 (272922-)	$385,300.00	$35,000.00	$350,300.00	$111,500.00	$0.00
H1I08 - TWO #30 - US 17 NB (E. Olympia Ave) Charlotte 451804 (273022-)	$26,500.00	$1,100.00	$25,500.00	$2,500.00	$0.00
H1I08 - TWO #55 - I-75 NB At MP 2.13 Sarasota 451800 (273122-)	$26,800.00	$1,100.00	$25,700.00	$4,500.00	$0.00
H1I28 TWO 01 I-75 At Jacaranda Blvd Sarasota 452331 (273922-)	$37,700.00	$7,300.00	$30,400.00	$7,900.00	$0.00
H1I08 - TWO #54 - US 17 Washout Mare Branch Desoto 451808 (274022-)	$29,100.00	$1,400.00	$27,700.00	$8,800.00	$0.00
H1I28 TWO 05 I-75 At River Road Sarasota 452331 (274122-)	$61,200.00	$18,500.00	$42,700.00	$2,400.00	$0.00
H1I08 - TWO #64 - US 41 S Of Bayview Parkway Sarasota 451800 (274322-)	$57,200.00	$1,000.00	$56,200.00	$18,700.00	$0.00

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State of Florida Department of Transportation
(Status of Contracts on Hand)

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H1108 - TWO #60 - I-75 At Rampart Blvd Charlotte 451804 (274922-)	$42,400.00	$1,700.00	$40,700.00	$18,600.00	$0.00
CONSTRUCTION OF UNIMPROVED ALLEYS (275222-)	$2,827,700.00	$1,913,000.00	$914,700.00	$159,900.00	$0.00
Replace 6" PVC Irrigation Main Contract #QUT2372JM (276923-)	$180,000.00	$153,000.00	$27,000.00	$4,000.00	$0.00
Lehigh Acres Arterial Roads Resurfacing 3 FY23 A (278523-)	$1,549,600.00	$207,500.00	$1,342,100.00	$43,600.00	$0.00
Mainsail Drive @ Piazza Lane Intersection Improvements (279123-)	$191,900.00	$83,300.00	$108,600.00	$13,400.00	$0.00
Forum Blvd Paving Project ITB 0064-23 (279523-)	$1,170,700.00	$173,900.00	$996,700.00	$73,400.00	$0.00
Three Oaks Resurfacing - Alico Rd to San Carlos Blvd 3 FY24B (281623-)	$1,273,500.00	$186,500.00	$1,087,000.00	$13,900.00	$0.00
County Wide Arterials - Bonita Beach Rd 3 FY22 B (283124-)	$1,613,600.00	$518,600.00	$1,095,000.00	$1,095,000.00	$0.00
County Wide Arterials - Daniels Pkwy 3 FY24 C (283624-)	$1,041,600.00	$226,300.00	$815,300.00	$815,300.00	$0.00
0071-23 Winkler Avenue Right Turn Lane Imp Lee 447897 (283824-)	$373,400.00	$142,600.00	$230,800.00	$230,800.00	$0.00
T1872 SR 78 Lee 447875 D123069B (284124-)	$1,943,100.00	$846,400.00	$1,096,700.00	$1,096,700.00	$0.00
T1883 SR 80 Lee 446292 D123032B (284324-)	$19,611,600.00	$5,049,100.00	$14,562,600.00	$14,562,600.00	$0.00
ITB# 0012-24 Citywide Milling And Overlay Services (284424-)	$3,529,500.00	$660,800.00	$2,868,700.00	$2,868,700.00	$0.00
Major Roads Resurfacing FY24 - City of Cape Coral (284924-)	$11,741,900.00	$1,692,700.00	$10,049,200.00	$10,049,200.00	$0.00
T1885 SR 78 (Pine Island Rd) Lee 446291 D123093B (285324-)	$11,093,900.00	$5,603,300.00	$5,490,700.00	$5,490,700.00	$0.00
Asphalt Overlay & Patching Svcs FY 20-23 - Pinellas (318020-)	$2,948,700.00	$42,100.00	$2,906,600.00	$2,348,700.00	$0.00
BP University Locations - 19970 Const Svcs Ditch Work (332423-)	$114,300.00	$105,100.00	$9,100.00	$6,900.00	$0.00
Gallagher Rd - 19970 Const Svcs Ditch Work (332823-)	$74,900.00	$64,900.00	$10,000.00	$6,700.00	$0.00
Providence Ridge Blvd - 19970 Const Svcs Ditch Work (334523-)	$83,700.00	$6,300.00	$77,500.00	$9,600.00	$0.00
S. Miller Rd - 19777 Gen Rdwy Resurfacing Svcs (337922-)	$952,800.00	$176,100.00	$776,700.00	$218,000.00	$0.00
TWO 12 E7R27 SR 55 (US 19) CO 11 (342822-)	$73,200.00	$16,100.00	$57,100.00	$0.00	$0.00
Runway 9-27 Rehab & Taxiway A E.- ITB 21-CG0065/DK-Hernando (347021-)	$11,319,200.00	$2,593,900.00	$8,725,300.00	$336,300.00	$0.00
Port Sutton Rd - ITB 22664 Neighborhood Roadway Resurfacing (353023-)	$583,400.00	$53,600.00	$529,800.00	$72,500.00	$0.00
Old Big Bend Rd - ITB 22664 Neighborhood Roadway Resurfacing (353323-)	$503,200.00	$116,800.00	$386,400.00	$386,400.00	$0.00
Madison St. - Pasco Co. Annual Sidewalk (354123-)	$426,300.00	$15,200.00	$411,100.00	$125,000.00	$0.00
E7P32 SR 682-Resurfacing Pinellas FPN 441652 (356622-)	$6,041,600.00	$2,061,400.00	$3,980,100.00	$60,900.00	$0.00
22-0650-E-PIE Runway 18-36 Pavement Maintenance (357422-)	$2,628,000.00	$335,800.00	$2,292,200.00	$538,700.00	$0.00
E7P97 SR699/Gulf Blvd.- Drainage Improvements (361923-)	$323,100.00	$20,900.00	$302,200.00	$10,400.00	$0.00
E7N96 SR 694 (Gandy Blvd) Pinellas FPN 441650 (362223-)	$7,424,400.00	$2,097,100.00	$5,327,200.00	$746,700.00	$0.00
ARPA Paving And Local Roads - PID 005651A (362523-)	$4,533,200.00	$998,200.00	$3,534,900.00	$905,800.00	$0.00
T7511 SR 54 443784-1-5201 Pasco-FAP D723010B (363823-)	$12,546,000.00	$3,759,700.00	$8,786,400.00	$6,780,100.00	$0.00
E7P96 - SR 54 @ US 19 - RESURFACING (363923-)	$5,288,600.00	$929,300.00	$4,359,300.00	$252,000.00	$0.00

State of Florida Department of Transportation
(Status of Contracts on Hand)

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T7488 SR 45 (US 41) and SR 54 (364323-)	$12,882,800.00	$2,476,300.00	$10,406,500.00	$6,167,100.00	$0.00
T7515 - SR 595 (ALT US 19) (5TH AVE N) (364523-)	$13,019,900.00	$4,666,900.00	$8,352,900.00	$6,698,900.00	$0.00
HCAA Tampa Executive Airport - Taxiways A, D, E & J Rehab (364623-)	$10,295,400.00	$4,606,800.00	$5,688,600.00	$41,200.00	$0.00
Citywide Annual Resurfacing FY23 - City of St. Petersburg (365523-)	$4,949,400.00	$707,100.00	$4,242,200.00	$2,012,100.00	$0.00
County-Wide School Speed Zone Upgrades-Hillsborough County (365624-)	$4,799,100.00	$2,460,700.00	$2,338,500.00	$2,338,500.00	$0.00
Grand Boulevard Sidewalk - Phase II-IFB-KM-23-057 (366124-)	$1,330,400.00	$246,300.00	$1,084,100.00	$465,400.00	$0.00
Street Improvement For FY23- IFB-RH-22-057 NPR (366524-)	$1,713,000.00	$202,300.00	$1,510,600.00	$1,406,800.00	$0.00
City Of Temple Terrace - CDBG Roadway Resurfacing (366824-)	$110,000.00	$11,300.00	$98,700.00	$98,700.00	$0.00
Hernando County - Solid Waste Dept - Landfill Rip Rap Projec (367024-)	$119,000.00	$57,100.00	$61,900.00	$61,900.00	$0.00
City of Port Richey Rdwy Rehav & Paving IFH-RH-22-057 (367124-)	$527,700.00	$56,700.00	$471,000.00	$471,000.00	$0.00
FY 23/24/25 Annual Road Resurfacing and Curb Replacement (367224-)	$520,000.00	$26,100.00	$493,900.00	$369,200.00	$0.00
S 54th St - ITB 22664 Neighborhood Rdwy Resurfacing (370623-)	$371,600.00	$68,700.00	$302,900.00	$79,300.00	$0.00
Pontiac Dr -ITB 22664 Neighborhoods Rdwy Resurfacing (371024-)	$636,000.00	$200,500.00	$435,400.00	$238,700.00	$0.00
Bayaud Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371124-)	$422,500.00	$24,600.00	$397,900.00	$397,900.00	$0.00
Breland Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371224-)	$213,600.00	$11,400.00	$202,300.00	$202,300.00	$0.00
Hampden Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371324-)	$541,100.00	$33,400.00	$507,700.00	$507,700.00	$0.00
Gladys Street-Pasco Pvmt & Rdwy Rehab 22-B-773 (373024-)	$1,464,500.00	$458,600.00	$1,005,900.00	$1,005,900.00	$0.00
Mansfield Blvd-Pasco ROADWAY REHABILITATION AND REPAVING (380123-)	$1,080,700.00	$103,700.00	$976,900.00	$163,300.00	$0.00
Covington Rd East PAV00-0001 Pasco Roadway Rehab & Paving (380323-)	$811,100.00	$126,500.00	$684,500.00	$71,300.00	$0.00
Coolwood & Kyle Dr PAV00-0047 Pasco Roadway Rehab & Paving (380423-)	$1,261,900.00	$354,400.00	$907,500.00	$167,000.00	$0.00
Bear Creek Nature Trail-ROADWAY REHABILITATION AND REPAVING (380523-)	$69,700.00	$2,000.00	$67,700.00	$21,300.00	$0.00
19970 Const Svcs FY 24 - MASTER (390024-)	$16,209,500.00	$14,101,800.00	$2,107,700.00	$2,107,700.00	$0.00
Pemberton Creek - 19970 Const Svcs FY 24 (390124-)	$327,400.00	$211,500.00	$115,900.00	$69,400.00	$0.00
E Bloomingdale Rd - 19970 Const Svcs Ditch Work (390224-)	$212,900.00	$23,000.00	$190,000.00	$5,400.00	$0.00
SSU Palm River - 19970 Const Svcs FY 24 (390624-)	$574,600.00	$504,800.00	$69,700.00	$3,700.00	$0.00
SSU Ruskin - 19970 Const Svcs FY 24 (390724-)	$693,400.00	$606,000.00	$87,400.00	$87,400.00	$0.00
WSU Pat Acres - 19970 Const Svcs FY 24 (390824-)	$656,500.00	$587,800.00	$68,800.00	$68,800.00	$0.00
WSU Anderson Rd Industrial Park - 19970 Const Svcs FY 24 (390924-)	$997,200.00	$818,000.00	$179,200.00	$179,200.00	$0.00
Brushy Creek Sediment Removal - 19970 Const Svcs FY 24 (391224-)	$42,400.00	$36,200.00	$6,200.00	$6,200.00	$0.00
E1V15 US 98 (SR 700) - Ft Meade (407123-)	$7,855,300.00	$1,974,800.00	$5,880,500.00	$6,900.00	$0.00
T1838 SR64 Hardee FPN 441511 (407223-)	$6,538,600.00	$2,436,600.00	$4,102,000.00	$1,286,500.00	$0.00
E1V22 - SR 64 From Prescott To Morgan Grice (408123-)	$5,092,400.00	$336,800.00	$4,755,600.00	$4,755,600.00	$0.00

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T1867 - SR 60, FROM CR 555 TO BROADWAY AVE AND FROM E VAN FL (409524-)	$7,428,200.00	$2,543,500.00	$4,884,600.00	$4,884,600.00	$0.00
N. Lake Reedy Blvd West Project (21-511) (410224-)	$737,200.00	$19,900.00	$717,300.00	$717,300.00	$0.00
44th Ave E. Extension Project - From 45th St. E. To I-75 (101420-)	$3,221,400.00	$62,200.00	$3,159,100.00	$0.00	$149,000.00
SRQ Baggage Handling System - Concrete Apron And Sitework (108323-)	$1,835,000.00	$564,200.00	$1,270,800.00	$0.00	$475,700.00
T1787 - FPN 444440 - D121079B - SR 45 (US BUS 41) Manatee Co (108523-)	$1,259,300.00	$61,500.00	$1,197,800.00	$0.00	$164,500.00
22-TA004097CD Moccasin Wallow Road US-41 to Gateway Blvd (109123-)	$4,955,100.00	$16,700.00	$4,938,400.00	$0.00	$3,205,400.00
Lockwood Ridge Road At The Shopping Center Entrance - A2Grou (109823-)	$1,839,600.00	$811,900.00	$1,027,700.00	$0.00	$623,000.00
T1853- 441535 - D121043B - SR 64 - Manatee Co (111123-)	$2,872,900.00	$261,900.00	$2,611,000.00	$0.00	$1,661,700.00
WEST COMMERCIAL APRON AND SMAA EMPLOYEE PARKING LOT (113823-)	$516,200.00	$9,500.00	$506,700.00	$0.00	$338,100.00
City Of Cape Coral Utilties North 2 UEP Contract 11 (245719-)	$1,283,500.00	$13,200.00	$1,270,300.00	$0.00	$134,800.00
8th Street Corridor Improvements Project (246319-)	$829,300.00	$26,800.00	$802,500.00	$0.00	$162,400.00
McGregor Boulevard Rehabiltation (269222-)	$761,600.00	$163,100.00	$598,500.00	$0.00	$50,700.00
HHDR CR 720 Mill & Resurface - Clewiston (Glades), FL (275623-)	$3,790,700.00	$405,800.00	$3,384,900.00	$0.00	$39,500.00
Gateway-Griffin Roundabout (276423-)	$750,700.00	$23,300.00	$727,400.00	$0.00	$202,300.00
105/106 Public Utilities Renewal (277123-)	$679,700.00	$16,800.00	$662,900.00	$0.00	$93,600.00
New Taxiway G at Punta Gorda Airport (279023-)	$2,936,200.00	$20,800.00	$2,915,400.00	$0.00	$207,500.00
RSW Taxiway F Emergency Repairs (279423-)	$262,600.00	$69,700.00	$192,900.00	$0.00	$21,300.00
LEE - LITTLETON ROAD WIDENING (282124-)	$969,800.00	$9,100.00	$960,700.00	$0.00	$952,900.00
Contract 3 - North1 UEP (282624-)	$2,432,900.00	$34,800.00	$2,398,100.00	$0.00	$2,310,900.00
UEP North 1 Contract 4 (283724-)	$2,117,700.00	$26,100.00	$2,091,600.00	$0.00	$1,913,500.00
T1887 SR 865 (San Carlos Blvd) Lee 433726 D122057B (284624-)	$727,300.00	$43,500.00	$683,800.00	$0.00	$683,800.00
Anglers Paradise Offsite Only 2024 (284824-)	$83,000.00	$5,200.00	$77,800.00	$0.00	$77,800.00
Sunshine Blvd Emergency Repair (286024-)	$33,100.00	$5,200.00	$27,900.00	$0.00	$27,900.00
Covewood Ct Marco Island Repair (286124-)	$37,700.00	$6,500.00	$31,200.00	$0.00	$31,200.00
Bridge Replacement at 40th Ave NE over Placido Bayou-St Pete (319220-)	$1,480,000.00	$29,800.00	$1,450,100.00	$0.00	$29,300.00
TWO 8 E7R27 US 19 / SR 55 DBPB V-D7 (342221-)	$153,600.00	$11,600.00	$142,000.00	$0.00	$27,600.00
TWO 10 E7R27 Independence Parkway WB - PBDB V - D-7 (342321-)	$69,200.00	$7,400.00	$61,700.00	$0.00	$2,000.00
TWO 18 E7R27 US 41/SR 45 @ Carson Dr. CO 9 Pasco (342521-)	$97,400.00	$6,900.00	$90,400.00	$0.00	$0.00
TWO 16 E7R27 Baker St. CO 8 (342621-)	$34,200.00	$8,000.00	$26,200.00	$0.00	$0.00
TWO 9 E7R27 Roosevelt Blvd & 16th St N CO 5 (342721-)	$26,500.00	$4,200.00	$22,300.00	$0.00	$0.00
TWO 26 E7R27 North Florida Ave CO 16 (343322-)	$18,400.00	$0.00	$18,400.00	$0.00	$8,000.00
TWO 33 E7R27 SR 45 / US 41 (N. Nebraska Ave) CO 18 (343522-)	$60,900.00	$6,200.00	$54,600.00	$0.00	$0.00

State of Florida Department of Transportation
(Status of Contracts on Hand)

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TWO 28 E7R27 N. Florida Ave & 127th Ave CO 22 (343822-)	$103,200.00	$3,300.00	$99,900.00	$0.00	$20,500.00
TWO 36 E7R27 SR 55 (US 19) CO 23 (344123-)	$76,800.00	$15,400.00	$61,400.00	$0.00	$3,200.00
TWO 45 CO 25 - SR 60 W. Brandon Blvd E7R27 (344323-)	$292,100.00	$11,000.00	$281,100.00	$0.00	$700.00
TWO 40 CO 28 - CR 582A @ Southbound I-75 Off Ramp - E7R27 (344624-)	$303,500.00	$14,000.00	$289,500.00	$0.00	$289,500.00
E7R26 I-75 at MLK DB JV Self Performed w/Prince (346921-)	$5,895,000.00	$125,700.00	$5,769,300.00	$0.00	$2,022,900.00
E7O01 SR 50 FPN 442835-1-52-01 Hernando (348221-)	$5,895,500.00	$98,400.00	$5,797,100.00	$0.00	$2,263,100.00
E7R39 SR 60 WB Design Buld - Cone And Graham (361623-)	$6,248,600.00	$24,100.00	$6,224,500.00	$0.00	$5,155,900.00
Repair Voids DUC Ramp F1355 (363223-)	$893,400.00	$230,200.00	$663,200.00	$0.00	$7,400.00
T7507 - SR 93 (I-275) - Pinellas (364423-)	$1,048,500.00	$71,200.00	$977,300.00	$0.00	$977,300.00
Mansfield Ave-Pasc o IFB-SN-22-156 (TCP) (367524-)	$157,100.00	$7,600.00	$149,500.00	$0.00	$149,500.00
E8T81-CENTRAL POLK PARKWAY - (SR 570 TO SR 35) (407323-)	$26,991,200.00	$524,000.00	$26,467,300.00	$0.00	$25,579,000.00
T1876 - SR 544 (HAVENDALE BLVD) AT US 17 (409124-)	$835,700.00	$128,500.00	$707,300.00	$0.00	$667,600.00
			Government Total	**$119,383,200.00**	**$50,731,000.00**
				Combined Government Total:	**$170,114,200.00**
				Total Private Work:	**$2,135,600.00**
				Total Status of Contracts On Hand:	**$172,249,800.00**

Note: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 and 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

ATTACHMENT A
BID No. 2024-07 NO LOBBYING ACKNOWLEDGEMENT

Christie Alvaro is the authorized representative of

Ajax Paving Industries of Florida, LLC,

(Name of contractor, firm or individual)

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

July 2, 2024
Date

Christie Alvaro, Director of Estimating
Signature

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

ATTACHMENT B

BID No. 2024-07 **ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro being first duly sworn, deposes and says that he/she is the authorized representative of Ajax Paving Industries of Florida, LLC (name of respondent) and certifies as true the following statements.

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

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

Affiant Christie Alvaro, Director of Estimating

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Sworn to (or affirmed) and subscribed before me this 2nd day of July, 2024, by Christie Alvaro.

(stamp) KARA COGGINS Notary Public - State of Florida Commission # HH 114653 My Comm. Expires Apr 6, 2025 Bonded through National Notary Assn.

Signature of Notary Public
State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

ATTACHMENT C

BID No. 2024-07 **PUBLIC ENTITY CRIME AFFIDAVIT**

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

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: Christie Alvaro, Director of Estimating

(print individual's name and title)

for: Ajax Paving Industries of Florida, LLC

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

One Ajax Drive, North Venice FL 34275

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY

PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Affiant Christie Alvaro, Director of Estimating

PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 7th day of July, 2024, by Christie Alvaro, Director of Estimating.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

(stamp)

Signature of Notary Public

State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

ATTACHMENT D

BID No. 2024-07 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro being first duly sworn, deposes and says that he/she is the authorized representative of Ajax Paving Industries of Florida, LLC
(Name of contractor, firm or individual)
and certifies as true the following statements:

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

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

YES _____ NO ✓

Name(s) Position(s)

Christie Alvaro, Director of Estimating
Affiant

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Sworn to (or affirmed) and subscribed before me this 7th day of July, 2024, by Christie Alvaro.

Signature of Notary Public

(stamp)

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

State of Florida

ATTACHMENT E
IMMIGRATION LAW AFFIDAVIT

BID No. 2024-07

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

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

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

STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro, Director of Estimating
Affiant

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

Sworn to (or affirmed) and subscribed before me this 2nd day of July 2024, by Christie Alvaro.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

(stamp)

Signature of Notary Public

State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

ATTACHMENT F

BID No. 2024-07 DRUG-FREE WORKPLACE AFFIDAVIT

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Affiant Christie Alvaro, Director of Estimating

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 2nd day of July, 2024, by Christie Alvaro, Director of Estimating.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

(stamp)

Signature of Notary Public

State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

BID No. 2024-07

ATTACHMENT G
EXCEPTIONS TO SOLICITATION

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

Specification	Page	Item	Not Available/Explanation
N/A			

BID No. 2024-07 **ATTACHMENT H**

AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

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

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA
   by: Christie Alvaro, Director of Estimating
   (print individual's name and title)
   for: Ajax Paving Industries of Florida, LLC
   (print name of entity submitting sworn statement)
   whose business address is: One Ajax Drive, North Venice FL 34275.

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

3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

   ☑ The entity **is not** participating in a boycott of Israel.

   ☐ The entity **is** participating in a boycott of Israel.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Signature Christie Alvaro, Director of Estimating

Sworn to and subscribed before me this 2nd day of July, 2024.

Personally known ✓ OR Type of Identification Produced: n/a - (personally known)

Kara Coggins

Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP

Bid No. 2024-07

ATTACHMENT I

IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

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

July 2, 2024

Date

Signature

Christie Alvaro, Director of Estimating

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CGC1516738

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CUC1224679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ajax Paving Industries of Florida, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
One Ajax Drive

Requester's name and address (optional)

6 City, state, and ZIP code
North Venice, FL 34275

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	6	–	1	8	7	1	9	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jamie L. Simmons Date ▶ 1-10-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 13,2024

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

GUY HURLEY
INSURANCE & SURETY SERVICES

February 6, 2024

RE: Principal: Ajax Paving Industries of Florida, LLC.

To Whom It May Concern:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of $200,000,000 per single project and $750,000,000 in aggregate. Liberty Mutual Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is $1,762,981,000.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Nicholas Ashburn, Attorney-in-fact

DIRECT 248.519.1400 | FAX 248.519.1401 | 989 E. South Boulevard, Suite 200 | Rochester Hills, MI 48307

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick, Holly Nichols, Jason Rogers, Mark Madden, Michael D. Lechner, Nicholas Ashburn, Paul M. Hurley, Richard S. McGregor, Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2024

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CORPORATE SUBSTANCE ABUSE PROGRAM

STATEMENT OF POLICY

This Company has legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

A. Use of illicit drugs.
B. Abuse of legal drugs (prescription or over-the-counter).
C. Abuse of alcohol
D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
E. Arrival for work under the influence of drugs or alcohol.

Should any of these above-mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective mean to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drugs or alcohol detection

Michael A. Horan

Chief Executive Officer

CERTIFICATE OF LIABILITY INSURANCE

5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debbie Rossi
Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	PHONE (A/C, No, Ext): (248)519-1306 FAX (A/C, No): (248)519-1401 E-MAIL ADDRESS: drossi@ghbh.com

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275	INSURER A: American Contractors Insurance Co	A	12300
	INSURER B: ACIG Insurance Company	A	19984
	INSURER C: Continental Insurance Company	A	35289
	INSURER D: Travelers Prop Casualty Co.	A+XV	25674
	INSURER E: National Fire Ins Co of Hartford	AXV	20478
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 24-25 Kara **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL24A00094	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 10,000,000
A	CLAIMS-MADE X OCCUR			GL24B00094 (GL Excess)	6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X XCU Coverage Included						MED EXP (Any one person)	$ 5,000
A	X Contractual Liability			GL24C00094 (GL Excess)	6/1/2024	6/1/2025	PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS			BUA7015117321	6/1/2024	6/1/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
C	X EXCESS LIAB / CLAIMS-MADE			7014990214	6/1/2024	6/1/2025	AGGREGATE	$ 10,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000030724	6/1/2024	6/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Inland Marine			QT 630- 4W330426-TXS-24	6/1/2024	6/1/2025	Leased/Rented	$550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McGregor/DROSSI

© 1988-2014 ACORD CORPORATION. All rights reserved.

AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

INDIVIDUAL'S NAME	POSITION/OFFICE	TYPE OF WORK	YEARS EXPERIENCE	CAPACITY
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43	Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34	Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12	Enginner/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21	Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21	Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34	Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10	Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8	Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20	Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6	Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23	Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20	Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35	Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28	Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23	Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24	Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12	Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20	Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34	Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12	EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19	Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14	Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2	Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45	Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17	Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42	Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21	Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35	Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11	Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18	Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28	Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40	Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43	Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29	Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15	Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22	Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26	Senior Estimator

Type of Work:

5 Grading (Includes Clearing and Grubbing, Excavation and Embankment
6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
8 Portland Cement Concrete Paving
9 Hot Plant-Mixed Bituminous Structural and Surface Courses
10 Milling

E-Verify
Employment Eligibility Verification

Welcome Ingrid Delaney | User ID | Last Login 01:31 PM - 01/11/2016 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name:	Ajax Paving Industries of Florida, LLC
Company ID Number:	390402
Doing Business As (DBA) Name:	
DUNS Number:	032436479

View / Edit

Physical Location:

Address 1:	One Ajax Drive
Address 2:	
City:	North Venice
State:	FL
Zip Code:	34275
County:	SARASOTA

Mailing Address:

Address 1:	
Address 2:	
City:	
State:	
Zip Code:	

Additional Information:

Employer Identification Number:	261871966
Total Number of Employees:	100 to 499
Parent Organization:	
Administrator:	

Organization Designation:

Employer Category:	None of these categories apply

NAICS Code:	237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION	View / Edit
Total Hiring Sites:	2	View / Edit
Total Points of Contact:	2	View / Edit

[redacted]

State of Florida
Department of State

I certify from the records of this office that AJAX PAVING INDUSTRIES OF FLORIDA LLC is a limited liability company organized under the laws of the State of Florida, filed on January 30, 2008, effective July 16, 1981.

The document number of this limited liability company is L08000010565.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 4, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of December, 2023

Secretary of State

Tracking Number: 2329518828CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by FEI/EIN Number

Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

Document Number	L08000010565
FEI/EIN Number	26-1871966
Date Filed	01/30/2008
Effective Date	07/16/1981
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/19/2018
Event Effective Date	NONE

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

HACKETT II, JACK O.
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER

JACOB, JAMES A

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

HORAN, MICHAEL A
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

Report Year	Filed Date
2020	04/29/2020
2020	05/06/2020
2021	01/24/2021

Document Images

01/24/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
12/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
06/19/2018 -- CORLCRACHG	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
08/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

04/08/2015 -- ANNUAL REPORT	View image in PDF format
12/29/2014 -- Merger	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

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AJAX PAVING INDUSTRIES OF FLORIDA LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
XHFAM55Z66J5	**1E7E3**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 10, 2025**	
Physical Address	Mailing Address	
1 Ajax DR **North Venice, Florida 34275-3505** **United States**	**One Ajax DR** **North Venice, Florida 34275-3505** **United States**	

Ajax Paving Industries of Florida, LLC

OFFICES

NORTH VENICE OFFICE
One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE
13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TEMPLE TERRACE OFFICE
7860 Professional Place
Temple Terrace, FL 33637
813.769.1990
813.769.1991 Fax

LAKE WALES OFFICE
24174 Highway 27, Unit #300
Lake Wales, FL 33859

ASPHALT PLANTS & AJAX MATERIALS

NORTH VENICE PLANT 1
One Ajax Dr
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

PUNTA GORDA PLANT 2
40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

PORT MANATEE PLANT 3
12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

FORT MYERS PLANT 4
7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

ODESSA PLANT 5
11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750

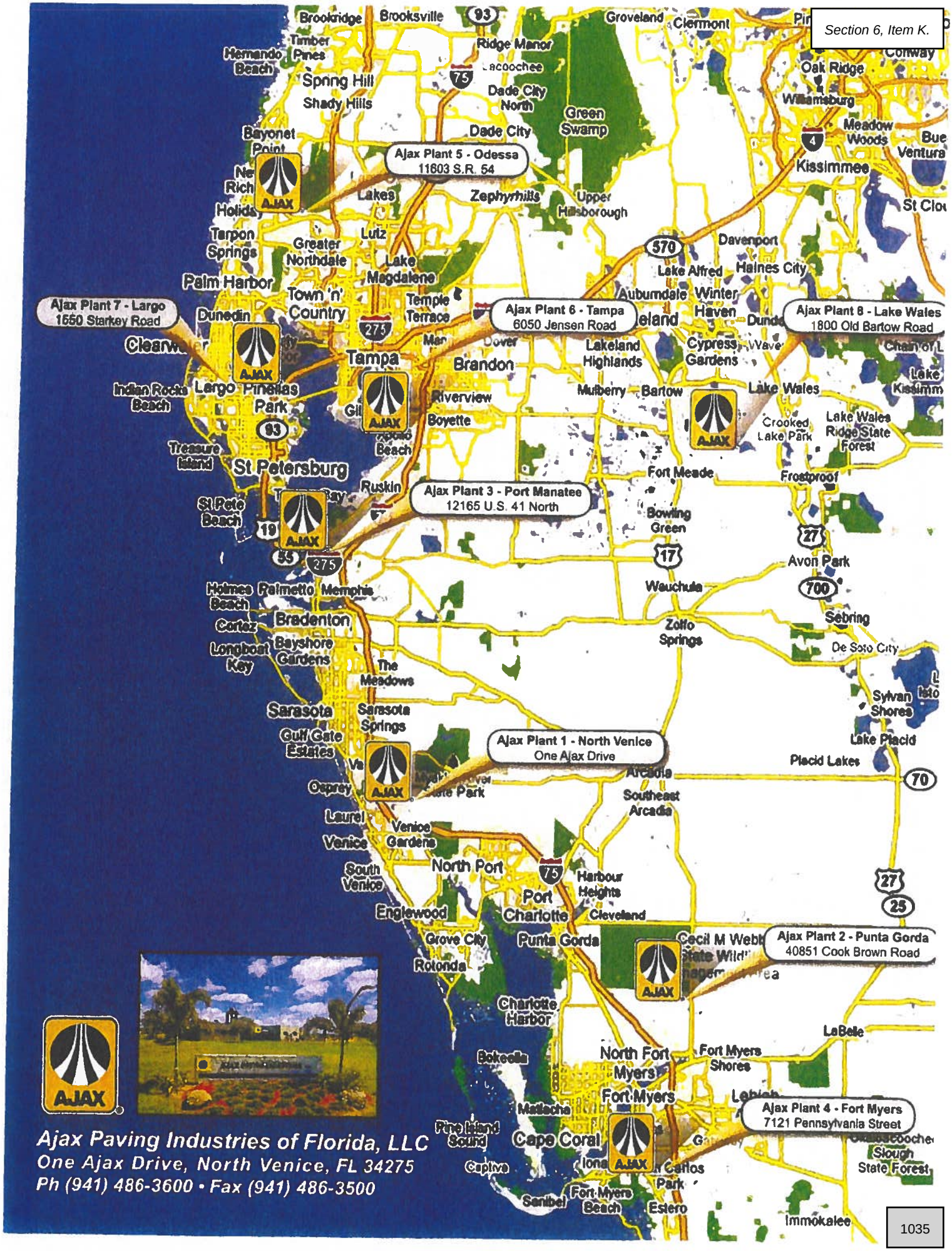
TAMPA PLANT 6
6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7
1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

LAKE WALES PLANT 8
1800 Old Bartow Road
Lake Wales, FL 33859

AJAX MATERIALS
500 Gene Green Road
Nokomis, FL 34275
941.485.5301 Office
941.485.5264 Fax

www.ajaxpaving.com



Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice, FL 34275
Ph (941) 486-3600 • Fax (941) 486-3500

CONTRACT FOR COUNTY WIDE MISCELLANEOUS 2024

This Contract is made this 23rd day of August, 2024, by and between Hendry County, a political subdivision of the State of Florida, Post Office Box 2340, LaBelle, Florida 33975, hereinafter called "County", and AJAX PAVING INDUSTRIES OF FLORIDA, LLC, a Florida limited liability company, One Ajax Drive, North Venice, Florida 34275, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth:

1. Project: Contractor shall commence and furnish services for county wide miscellaneous paving located at various locations in Hendry County, in a manner consistent with industry standards and applicable laws, codes and customs according to the terms, conditions, plans, specifications and other requirements set forth herein and as specified or indicated in the Invitation to Bid #2024-07 and Addendums thereto, attached as Composite Exhibit "A", and Contractor's bid or quote, attached as Exhibit "B", hereinafter referred to as the "Project". Contractor shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the completion of the Project described herein.

2. Contractor Qualified: Contractor represents and warrants that it is fully qualified to perform the services called for hereunder and possesses all State and local licenses necessary to perform the services called for hereunder. Prior to the execution of this Contract, Contractor has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and has taken those conditions into account in entering into this Contract.

3. Time: Contractor will commence the work required by the Contract Documents within thirty (30) consecutive calendar days after the date of the Notice to Proceed and will substantially complete the Project within sixty (60) consecutive calendar days from the Notice to Proceed date and will reach final completion in accordance with the time frames set forth in Section 7. Time is of the essence of this Contract. The liquidated damages specified in Section 22 hereinbelow will be strictly enforced for Contractor's failure to complete the work in accordance with the schedules and timeframe set forth herein or such amended time as may be granted by the County in writing.

4. Surety Bonds: Contractor shall furnish separate performance and payment bonds to County. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Contractor shall be in form suitable to County and shall be executed by surety, or sureties, reasonably acceptable to County. Such bonds must conform with Section 255.05, Florida Statutes, and must remain in full force and effect for 12 months following the Project Final Completion date.

5. Contract Price: Contractor agrees to perform all of the work described in the Contract Documents for the satisfactory completion of the Project for the total sum of Two Hundred Fifty Seven Thousand Eight Hundred Twenty Eight Dollars and One Cent ($257,828.01), said amount being the total of the unit prices. The Contract price shall not be increased in the total amount stated herein without a written change order executed by the County, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations hereunder, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition not caused by the Contractor's actions or omissions.

6. No General Obligation: The County is not obligated to pay hereunder any sum of money in excess of the amount budgeted therefor in the budget for the current fiscal year. In the event the Project extends beyond the County's current fiscal year, the County will not be obligated to pay hereunder unless sufficient funds are included in the adopted budget(s) for that (those) fiscal year(s). The County will undertake good faith efforts to include sufficient funds in the adopted budget(s) for that (those) fiscal years(s). In no event shall any obligation of the County under this Contract be or constitute a pledge of the ad valorem taxing power of the County within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the Contractor nor any other party shall ever have the right to compel the exercise of the ad valorem taxing power of the County in any form on any real or personal property to pay the County's obligations or undertakings hereunder.

7. Payment: Payments will be made by the County from invoices submitted to the Hendry County Engineering Department, 99 E Cowboy Way, LaBelle, Florida 33935. Retainage of five percent (5%) will be withheld from all progress payments. When the Project is substantially complete, Contractor shall so notify the County's Public Work Director in writing. As used herein "substantial completion" means that all improvements depicted on the plans for the Project are complete and the improvements are ready for use. County will then make final inspection of the work within ten (10) days after receipt of the notice and develop a list of items required to render the Project complete, satisfactory and acceptable. The list shall be delivered to Contractor within five (5) days after the inspection was completed. Contractor shall correct the items on the list within thirty (30) days after delivery of the list and notify County when the corrections have been completed. County will then issue payment, provided that the following requirements have been met:

A. The work was completed in accordance with the Contract;

B. If a payment bond was provided, provision of Consent of Surety to final payment. If a payment bond was not provided, provision of an affidavit by Contractor identifying all subcontractors, laborers, or equipment or material suppliers who provided goods or services in connection with the Project and provision of separate releases of lien or lien waivers in form acceptable to County from each subcontractor, laborer, or equipment or material supplier; and

C. Provision of all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a contractor, or expressly required herein as a part of or prior to Project closeout.

8. Payment Not a Waiver or Acceptance: No payment to Contractor, nor any use or occupancy of the Project by County, shall be interpreted or construed to constitute acceptance of any work not in strict compliance with the Contract, and Contractor expressly accepts the risk that defective work may not be detected (1) during any inspection by County, (2) prior to making of any payment to Contractor, or (3) before County's occupancy of the Project.

9. Claims of Subcontractors: All work performed hereunder shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed on the County's property or suits brought against the County. Contractor shall ensure prompt payment of all subcontractors and materialmen utilized by Contractor on the Project. In the event any materialman or subcontractor of Contractor should file any lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain the release and satisfaction of the lien or claim within ten (10) days of its filing. Contractor shall be liable for any consequential damages to the County resulting from the filing of any lien or claim.

10. Contract Documents: The term "Contract Documents" means and includes the following, which are hereby incorporated by reference and made a binding part of this Contract:

A. This Contract.

In the event of inconsistency or ambiguity among any of the Contract Documents, the documents shall control the others in the above order of priority.

11. Insurance:

A. Commercial General Liability: Contractor shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least $500,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, the limit shall be at least $1,000,000. Products and completed operations aggregate shall be no less than $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Contractor's CGL insurance shall be primary with respect to County, and contribution may not be sought from any insurance held by the County.

B. Business Automobile Liability: Contractor shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least $1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided. Contractor's Business Automobile Liability insurance shall be

primary with respect to County, and contribution may not be sought from any insurance held by the County.

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

D. Reserved.

E. Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on all policies except Workers' Compensation. Contractor must provide valid certificates of insurance to the County for all policies. Contractor will be required to provide the County, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

12. Complete Agreement: This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between County and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

13. Assignment: This Contract may not be assigned except at the prior written consent of County, and if so assigned, shall extend and be binding upon the successors and assigns of Contractor.

14. Statutory Disclosures:

A. Public Entity Crime: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

B. Activities in Certain Countries: Pursuant to Florida Statute 287.135(2), the County does not contract with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and it is not participating in a boycott of Israel. The County may terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

15. Reserved.

16. Administration of Contract: The Public Works Director shall administer this Contract for the County.

17. Notices: Any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof. Additionally, a corporate officer of Contractor or the on-site superintendent in charge of the Project are appropriate persons to receive notice on behalf of Contractor. All notices shall be effective upon receipt.

18. Binding Effect; Governing Law: The parties acknowledge that they have thoroughly read this Contract and have sought and received whatever legal advice as was necessary for them to form a full and complete understanding of all rights and obligations herein. The language of this Contract has been agreed to by both parties to express their mutual intent and no rules of strict construction shall be applied against either party hereto. This Contract shall be interpreted and governed according to the Laws of the State of Florida. Contractor submits to the jurisdiction of Florida courts over it. Venue for all actions involving this Contract shall be in Hendry County.

19. Amendments: No amendment or variation from the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.

20. Indemnity: For and in consideration of receipt of $10.00 and other good and valuable consideration, which is included in the amount paid to Contractor in Section 5, Contractor shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

21. Contractor to Repair Property Damage Caused by the Contractor: Contractor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the County, any property damage arising out of, or caused by, the willful or negligent acts of the Contractor, or of its subcontractors. The Contractor's obligation under this section does not apply to property damage caused by any other contractor engaged directly by the County. The County reserves the right, should the Contractor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with

having such repairs and/or replacement done to be paid for by the Contractor, or by the Contractor reimbursing the County for all such costs and expenses.

22. Liquidated Damages: Liquidated damages in the amount of $980 per day shall be paid by the Contractor for each day the work extends beyond the period of completion as set forth herein. The parties specifically agree that this amount is not a penalty, but is an amount reasonably calculated to reimburse the County for its damages suffered by a delay in the completion of this Project. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Contractor's performance hereunder for matters other than delays in substantial completion. When County reasonably believes that substantial completion will be inexcusably delayed, County shall be entitled, but not required, to withhold from any amounts otherwise due to Contractor an amount then believed by County to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving substantial completion, or any part thereof, for which County has withheld payment, County shall promptly release to Contractor those funds withheld, but beyond the time period for which liquidated damages are applicable.

23. Notice of Claim: All Contractor claims, disputes and other matters in question against County arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to County. Such written notice of claim shall be received by County no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Contractor agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

24. Documentation in Support of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Contractor shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim.

25. Formal Written Claim: No later than thirty (30) days after the date of the written notice of claim, Contractor shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim, dispute or other matter; (3) the date Contractor discovered the occurrence(s); (4) a detailed schedule of values identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule of values; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. Contractor shall submit other information or documents to County within ten (10) days after written request by County. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by County within ten (10) days after the written request, shall constitute a waiver of any claim for additional compensation or time

extension related thereto.

26. Continuous Duty to Provide Documentation: Contractor shall provide, and continue to provide, to County all such documentation, including cost and time records, as and when County may request so that County may evaluate Contractor's claim.

27. Duty to Continue Performance: Contractor and County shall continue its performance hereunder regardless of the existence of any claims submitted by Contractor.

28. Modification: The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

29. Use of Wood in Project: Contractor shall utilize lumber, timber and other forest products produced and manufactured in Florida, if wood is a component of the public work, and if such products are available and their price, fitness and quality are equal. This requirement does not apply:

i. To plywood specified for monolithic concrete forms.
ii. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
iii. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
iv. To transportation projects for which federal aid funds are available.

30. Compliance with Labor Laws: Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws. Contractor shall not discriminate against any employee or any applicant for employment on the grounds of race, color, religion, gender, sexual orientation, gender identity, national origin, age, handicap or marital status. Contractor shall include this non-discrimination clause in all subcontracts for services under this Contract.

31. Site Safety and Security: Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the work, stored materials, and temporary structures located on the premises. Contractor shall at all times safeguard County's property and employees and citizens from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished work and that of the adjacent property and all adjacent work from damage.

32. Cleaning the Site: Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

33. Termination: This Contract may be terminated by the County for its convenience, effective upon receipt of written notice by Contractor or five (5) days after mailing by County, whichever comes first. In the event of termination, Contractor shall be paid in full for items supplied to the day of such termination, upon provision of the documents described in Section 7.B.

34. Default by Contractor:

A. If Contractor does not perform the work, or any part thereof, in a timely manner, in accordance with the specifications hereof or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then County may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the work is finished.

B. If the unpaid balance of the Contract Price exceeds the costs of finishing the work, including compensation for County's additional costs and expenses of every nature whatsoever made necessary thereby, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to County. This obligation for payment shall survive the termination of the Contract.

35. Right to Stop Work: In the event Contractor fails or refuses to perform the work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, County may, at its option, instruct Contractor to cease and desist from performing further work, or any part thereof. Upon receipt of such instruction from County in writing, Contractor shall immediately cease and desist as instructed by County and shall not proceed further until the cause for County's instructions has been corrected, no longer exists, or County instructs that the work may resume.

36. Owner's Right to Perform Work: In the event County issues instructions to stop work pursuant to Section 41 above, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to County that the cause of such instructions will be eliminated or corrected, then County shall have the right to carry out the work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in performing such work.

37. Rights and Remedies: The rights set forth in Sections 40 - 42 are in addition to, and without prejudice to, any other rights or remedies County may have against Contractor, including the right to pursue court action for breach of contract.

38. Nonaction on Failure to Observe Provisions of this Contract. The failure of the County or the Contractor to promptly insist upon strict performance of any term, covenant, condition or provision of this Contract or any exhibit or any other agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the County or the Contractor may have, and shall not

be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

39. Warranty: Contractor shall warrant the Project against malfunction or failure for a period of one year from completion of the Project. During this period, Contractor shall perform any necessary repairs at its expense, including materials, equipment, parts and labor. Contractor shall provide the County with copies of any manufacturer warranties that extend beyond one year.

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

Contractor shall:

(a) Keep and maintain public records required by the County to perform the service.
(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.
(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT KELLY O'NAN AT (863) 612-4727, KONAN@HENDRYFLA.NET, OR P.O. BOX 2340, LABELLE, FL 33975.

41. E-Verify: Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply

with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

42. Relationship of the Parties; No Obligation to Third Parties: Contractor is an independent contractor of the County. Nothing in this Contract shall be deemed to contemplate either party as a partner, agent or representative of the other party, or to create the relationship of employer-employee. No party to this Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. The parties specifically intend that no third party have any rights hereunder.

43. Severability: In the event that any portion or portions of this Contract is held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portion(s) had not been included, unless to do so would cause this Contract to fail of its essential purposes.

44. Suspended or Debarred Vendors: The County does not award contracts to or consent to subcontracts with suspended or debarred vendors, unless the County Administrator has determined that an emergency exists justifying such action and obtained approval from the Board. Such vendors are also excluded from conducting business with the County as agents, representatives, subcontractors or partners of other vendors. Furthermore, subsequent suspension or debarment may constitute grounds for termination of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two originals effective on the date first above written.

ATTEST:

BY: _____
Kimberley Barrineau, Clerk

HENDRY COUNTY

BY: _____
Emma J. Byrd, Chair, County Commission

AJAX PAVING INDUSTRIES OF FLORIDA, LLC

_____
Christie Alvaro, Asst. Corp. Secretary

EXHIBIT "A"

INVITATION TO BID FOR
COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA

BID No. 2024-07

OPENING DATE AND TIME: JULY 10, 2024 AT 2:00 P.M

Prepared by: Hendry County Engineering Department
Dated: July 1, 2024

HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS
LABELLE, FL 33935

BID No. 2024-07

EMMA J. BYRD, CHAIRPERSON
EMORY "ROWDY" HOWARD
MITCHELL WILLS
RAMON IGLESIAS
KARSON TURNER

JENNIFER DAVIS, COUNTY ADMINISTRATOR
MATT RAULERSON, COUNTY ATTORNEY

INVITATION TO BID FOR
COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA

BID No. 2024-07

OPENING DATE AND TIME: JULY 10, 2024 AT 2:00 P.M.

Sealed Bids will be received by the Board of County Commissioners of Hendry County, Florida, for "County Wide Miscellaneous Paving in Hendry County, Florida". In order to be considered, bids must be received by the Board of County Commissioners, c/o the Clerk of the Circuit Court, Attn: Kimberley Barrineau, Clerk of Circuit Court, at the C.E. Hall Building, Room A-226, Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by **July 10, 2024 at 2:00 P.M.**, at which time all responses to this request will be recorded in the presence of one or more witnesses.

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

Firms are encouraged to attend the **Pre-Bid Conference** on **Thursday, June 13, 2024, at 2:00 P.M.** at the Hendry County Engineering Conference Room, located at 99 E Cowboy Way, LaBelle, Florida 33935.

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

Hendry County is an Equal Opportunity Provider and Employer.

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

SECTION I

GENERAL INFORMATION

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

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

One (1) clearly identified original and two (2) copies (three (3) total) of your submittal are required. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by the Clerk's Office until **2:00 P.M.** on **July 10, 2024.**

Submittals are to be mailed to:

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

Or hand-delivered and/or Express Mailed to:

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

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

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

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

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal. This contract shall allow for "piggybacking" from other local government agencies, per Florida Statute 189.053.

SECTION II

SCOPE OF WORK

The intent of the Contract is to provide for the construction and completion in every detail of the work including the furnishing of all labor, materials, equipment, tools, transportation, and supplies required to complete same in accordance with the Procurement Documents.

The Hendry County Board of County Commissioners and the City of LaBelle are seeking bids from qualified contractors to perform miscellaneous road paving work and pavement marking services on County and City maintained roadways.

The work consists of mobilization, maintenance of traffic, bump milling, leveling, overlaying, and pavement marking services of various roads located in LaBelle, FL. Please refer to Exhibits “A” – “C” for location maps for work to be conducted on Hendry County maintained roads. Please refer to Exhibit “D” for a location map of work to be conducted on the City of LaBelle maintained roads. All work is to be done according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2023-24 Edition. Please note that all quantities listed in the Bid Schedule in Section V are ESTIMATES ONLY. The County intends to award at a minimum the Bid Schedule depicted in Section V, funding permitting. Quantities and/or thickness may change at the discretion of the County Engineer.

2.1 The Contractor is to remove all existing reflective pavement markings (RPM) prior to paving activities.

2.2 **200-8 Priming and Maintaining.**

200-8.1 Priming: Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed the optimum moisture of the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no undue distortion will occur. Ensure the prime coat adheres to the base course.

200-8.2 Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

2.3 **330-4 Surface Preparation.**

330-4.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

330-4.2 Tacking: Apply a tack coat on all existing pavement surfaces that are to be overlaid with an asphalt mix as specified in Section 300 and between

successive layers of all asphalt mixes. Apply tack on a clean surface. Do not place tack while rain is falling or when there is water on the surface to be tacked. Once the rain has stopped, standing water has been removed from the surface to be tacked to the satisfaction of the Engineer, the Contractor may then apply tack. Apply a tack coat on freshly primed bases only when directed by the Engineer.

2.4 **330-6 Placing Mixture.**

330-6.1 Requirements Applicable to All Pavement Types:

330-6.1.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure it will not deviate from the stringline more than plus or minus 1.5 inches.

330-6.1.2 Paving Width: If necessary due to the traffic requirements, place the mixture in strips in such a manner as to provide for the passage of traffic. As an option, where the road is closed to traffic, place the mixture to the full width with machines traveling in echelon.

330-6.1.3 Mix Temperature: Maintain the mix temperature at the time of paving within the master range as defined in 320-6.3. Take mix temperatures on the roadway at the minimum frequency indicated in 320-6.3. Any load, or portion of a load, of asphalt mix on the roadway with a temperature outside of the master range shall be rejected for use on the project. Immediately notify the Engineer of the rejection. Remove any windrow material not meeting the temperature requirements of 320-6.3.2 from the area of deficient temperature and replace with new asphalt meeting the temperature requirements.

330-6.1.4 Speed of Paver: Establish the forward speed of the asphalt paver based on the rate of delivery of the mix to the roadway, but not faster than the optimum speed needed to adequately compact the pavement.

330-6.1.5 Thickness and Spread Rate of Layers: Construct each layer as defined in the following Table 330-2:

Table 330-2

Thickness and Target Spread Rate Requirements

Mix Type	Specification Section and Article
Type SP	334-1
Type FC	337-8
Type B	234-8

ATPB	287-8

330-6.1.6 Correcting Defects: Before starting any rolling, check the surface; correct any irregularities; remove all drippings, sand accumulations from the screed, and fat spots from any source; and replace them with satisfactory material. Do not skin patch. When correcting a depression while the mixture is hot, scarify the surface and add fresh mixture.

330-6.1.7 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place and finish the mixture by hand.

2.4 **330-3 Limitations of Operations.**

330-3.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

330-3.2 Limitations of Paving Operations:

330-3.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

330-3.2.3 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 320-6.3, the Contractor may then place the mixture caught in transit. For windrow paving, immediately cease dumping of asphalt material when rain begins at the roadway. Stop paving operations while rain is falling or where there is water on the surface to be covered. Remove windrowed asphalt mixture exposed to rain. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 320-6.3, the Contractor may then windrow the remaining material caught in transit.

330-3.2.4 Wind: Do not place the mixture when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved to the extent the bond between layers will be diminished.

2.5 Estimated quantities and specifications, are annexed hereto for bidding and construction purposes, and incorporated as Bid and Procurement Documents.

2.6 Road with a cross slope of less than 2% will require leveling prior to the placement of final course. Hendry County desires a 2% cross slope on final pavement surface.

2.7 Some of the roads will require more leveling than others but in any case 1 ½ inches of asphalt is the required minimum thickness. The County may require certain roads to have a greater thickness due to the type of vehicular traffic.

2.8 Some of the roads may require the contractor to put down leveling course, patching, or filling in of potholes prior to overlaying. Asphalt patch and tapers must be flush with adjacent asphalt and curbing.

2.9 Estimated quantities and specifications, are annexed hereto for bidding and construction purposes, and incorporated as Bid and Procurement Documents.

2.10 The Contractor must provide their own equipment and resources necessary for the operation. The Contractor must take precautions to protect private property, structures, equipment, and adjacent facilities from damage that might be caused during construction. Any damage caused by the Contractor in the performance of his work shall be repaired by the Contractor at no cost to the County.

2.11 The Contractor shall endeavor to protect private property. Any damage caused by the Contractor in the performance of his work shall be corrected to the satisfaction of the Engineer at the Contractor's Expense.

2.12 The Contractor must notify the County Engineer's Office at (863) 675-5222, or the County Engineer's designee, of any equipment failure or other delays that prohibit performance in a timely manner.

2.13 Coordination between the contractor and Hendry County is of the utmost importance. Hendry County will have a Project Inspector on the job. Inspector will receive all asphalt truck and tacking tickets and reconcile daily with contractor.

2.14 It shall be the Contractor's responsibility to determine the location, character, and depth of any existing utilities within the project limits. The Contractor will adjust all utilities, valve boxes, manholes, catch basins, etc, to match the new grade. Buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipe, manholes, catch basins, valve boxes, or other structures which may be encountered within the project limits, shall be repaired if damaged.

2.15 The use of a shuttle buggy <u>will not be</u> required.

2.16 All asphalt millings shall be hauled to the Hendry County Road & Bridge compound located at 99 E. Cowboy Way, LaBelle, FL 33935 or to the contractor's preferred destination.

2.17 The Contractor shall allow for a 30 day cure time prior to placing the thermoplastic striping. Thermoplastic striping shall account for temporary paint during the 30 day period.

2.18 Contract Time. Contract time shall commence upon the date of commencement provided in the Notice to Proceed (NTP) or, if the date of commencement is not provided in the NTP, upon the date of Contractor's receipt of the Notice to Proceed (NTP). The Contractor shall be expected to commence construction within fifteen (15) calendar days after the date of commencement, be substantially completed within **sixty (60) calendar days** from the date of commencement, and reach final completion within thirty (30) calendar days after Substantial Completion, a total of **ninety (90) days, the Contract Time**. The liquidated damages provision of the Procurement Documents will be strictly enforced for Contractor's failure to complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted.

2.19 Final Clean Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, temporary structures, surplus materials, discarded materials, garbage, rubbish, and rubble. They shall leave the site in neat and presentable condition. Material cleared/removed from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily unless the Contractor has obtained the written permission of such adjacent property Owner which includes an agreement or satisfactory disposal.

2.20 The Contractor shall legally dispose of all construction waste via the County's franchise hauler Waste Connections, Inc.

2.21 The quantities on the Bid Schedule are for bid purposes only. The County may add or delete work, in whole or in part, based on unit prices.

2.22 All listed quantities are estimates only. The County will make payment on actual field quantities based on the specified units of measure listed for each road. Upon confirmation of satisfactory completion of work, the County will process the invoice for payment.

2.23 **NO** Local Vendor Preference will be given under this Invitation to Bid.

SECTION III

SUBMITTALS

3-1. PREPARATION OF SUBMITTALS

Submittals will be prepared in accordance with the following:

A. The attached Bid Form must be used.

B. All information required by the Bid Form shall be furnished. The respondent shall print or type their names and manually sign the schedule and each continuation sheet on which an entry is made.

C. Unit price shall be shown, and where there is an error in extension of price, the unit price shall prevail.

D. Alternate bids will not be considered, unless authorized by the specifications.

E. Respondents will not charge Federal Taxes, nor State of Florida Sales, Excise and Use Taxes in bid prices, as the County is exempt from payment of such taxes.

F. Respondents shall thoroughly examine the drawings, specifications, schedule, instructions and all other Bid documents, and shall investigate the conditions to be encountered at the site of the proposed work as to the character, quality, and quantities of work to be performed and materials to be furnished. The County does not guarantee the details pertaining to borings, tests or analysis shown on the plans or provided in the Procurement Documents to be more than a general indication of the conditions likely to be found at approximately the locations indicated. Respondent shall make his own interpretation of said data, if any, and shall base his bid on his own opinion of the conditions likely to be encountered. Respondent's submission of a proposal (bid) is prima facie evidence that it is based on his thorough examination and investigation as described in this section.

G. Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, as required by the Bid documents. No pleas of ignorance by the respondent of conditions that may hereafter exist as a result of failure or omission on the part of the respondent to make prudent examinations and investigations will be accepted as a basis for varying the requirements of the Contract or compensation to the respondent.

H. Respondents must submit one (1) complete original bid and two (2) complete copies of the original bid.

I. Respondents are strongly encouraged to attend the **Pre-Bid Conference** scheduled for **Thursday, June 13, 2024, at 2:00 P.M.** at the Hendry County Engineering Conference Room, located at 99 E Cowboy Way, LaBelle, Florida 33935.

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

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

K. In addition to the Bid Form provided in Section V, the following Forms, attached at back of this bid packet, are to be completed, as appropriate, and submitted as part of Bidder's bid package:

Attachment 1 – Contractor's Affidavit;
Attachment 2 – Contractor's Qualification Questionnaire;
Attachment 3 – Completed Projects;
Attachment 4 – Current Projects;
Attachment A – No Lobbying Acknowledgement;
Attachment B – Anti-Collusion & No Gifts Affidavit;
Attachment C – Public Entity Crime Affidavit;
Attachment D – Conflict of Interest Disclosure Affidavit;
Attachment E – Immigration Law Affidavit;
Attachment F – Drug-Free Workplace Affidavit;
Attachment G – Exceptions to Solicitation (if needed);
Attachment H – Affidavit Concerning Boycotts of Israel;
Attachment I – Indemnification Contract Clause Acknowledgement;

L. Bidders shall not take advantage of any apparent error or omission discovered in the Procurement Documents, but shall immediately notify the Engineer of such discovery. The Engineer will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Bid Documents.

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

Jorge Hernandez
Hendry County Project Engineer
Hendry County Engineering Department
99 East Cowboy Way

LaBelle, Florida 33935
Phone: (863) 612-4726
Email: jorge.hernandez@hendryfla.net

And, if necessary to:

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

The last day to submit questions via e-mail for review and answer is **Friday, June 28, 2024 at 12:00 P.M.**

3-2. EXCEPTIONS

Any exceptions, substitutions, deletions, or deviations from these specifications shall be explained in detail on the Exceptions to Solicitation Form ("**Attachment G**"). Bidders must show proof that any exceptions are equal or superior to those specified.

3-3. REJECTION OF BIDS

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

3-4. BID SECURITY

Respondents shall provide, with the bid, a certified check or surety bond in the amount of five percent (5%) of the total amount of the bid, as a guarantee that the respondent, if awarded the Contract, will within fifteen (15) calendar days of the date of said Notice, unless such term is extended by the County, enter into a contract with the County, in accordance with the accepted bid.

3-5. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.

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

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

1. The response was submitted in good faith;

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

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

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

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

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

3-6. COMPETITIVE PROCUREMENT DISPUTE RESOLUTION PROCEDURE.

A. Any competitive procurement award decision may be challenged on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Office of Management and Budget within three (3) business days of e-mailing of the notice of intent to award in accordance with the County's Procurement Policy. A formal written procurement challenge shall be filed in the County Administrator's Office within ten (10) calendar days of the notice of intent to award. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings.

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

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

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

3-7. GENERAL NOTES

A. The successful Bidder must be a State or Hendry County Certified Licensed Contractor, as applicable, and otherwise comply with applicable Hendry County ordinances.

B. All equipment necessary for the completion of the project shall be on the job **in first class working condition BEFORE COMMENCING WORK.**

C. The Contractor shall advise the County Engineer 24 hours prior to commencing with each phase of the project.

D. The Contractor shall provide all quality control testing at its expense inherit to pay items on the Bid Schedule included in this solicitation. ***This includes being responsible for any subcontractor activities, quality control testing, and Contractor quality assurance testing of same per listed FDOT specifications.*** Hendry County's inspector will perform the verification testing on the project. The contractor will ensure that all testing required by the specifications is performed. All commercially produced products that are used on the project will be accompanied by numerical test results or a certification from

the manufacturer that the material meets the applicable standards. At the County Engineer's discretion, verification (acceptance) testing may be conducted. Passing acceptance tests shall be paid for by the County, the Contractor shall pay for all failures.

E. The Contractor shall obtain all locations (locates) of underground utilities located within the project work area.

F. Unless noted otherwise, the Contractor shall obtain all permits for this project from any necessary entity, such as South Florida Water Management, Florida Department of Environmental Protection, Florida Department of Transportation, and/or Hendry County Building & Zoning/ Planning Departments.

G. Any construction related staking is the responsibility of the Contractor and shall be performed by a Professional Licensed Surveyor.

H. E-VERIFY

The Contractor shall utilize the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and

2. all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the County.

3-8. ADDITIONAL CONDITIONS

A. The Contractor shall maintain a competent qualified superintendent on the job at all times that will be responsible for assuring that the finished work complies with the procurement documents.

B. The Contractor shall furnish all material, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, water and sanitary facilities and all other facilities and incidentals necessary for the execution, and completion of the work.

C. The contract price constitutes the total compensation payable to Contractor for performing the work.

D. The contract price may ONLY be changed by a WRITTEN CHANGE ORDER.

E. The Contractor shall maintain the proper safety procedures, at all times, to include the control of traffic in accordance with Contractor's Maintenance of Traffic Plan as approved by the County.

3-9. PAYMENTS

A. All payments shall be subject to a 5% RETAINAGE. The final 5% of the contract price shall be withheld until the work has been completed, accepted, and all submittals made in accordance with the plans and specifications.

B. Payments will be made by the County from invoices submitted to the Hendry County Engineering Office, Post Office Box 1607, LaBelle, Florida 33975.

C. Contractor shall ensure prompt payment of all materialmen and subcontractors utilized by the Contractor on the Project. Prior to being entitled to a progress payment from the County the Contractor shall (a) provide the County with written consent of surety to each partial payment or (b) an affidavit identifying all materialmen and subcontractors utilized on the Project, and affidavits from each materialman and subcontractor confirming payment in full for materials supplied or work performed through the date of the last progress payment request, together with a release of all lien rights or other claims from each through said date. Upon final completion of the Project and submission of required documentation including written consent of surety to final payment and a final invoice adjusted, if necessary, to include final project quantities, the County will process the final invoice for payment.

D. All payments must be approved by the Board of County Commissioners. Invoices shall be submitted for verification a minimum of five (5) workings days prior to the following Board of County Commissioners meeting, which meetings are regularly scheduled on the second and fourth Tuesdays of each month.

E. Any invoice not received in the necessary timeframe for verification will be carried over to the next Board of County Commissioners meeting.

F. All invoices and receiving tickets must have a valid purchase order number before submitted to the Engineer's office for verification.

SECTION IV

REVIEW OF SUBMITTALS

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

SECTION V

BID FORM

BID No. 2024-07

TO: Hendry County Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C.E. Hall Building
25 East Hickpochee Ave.
Administrative Wing, 2nd Floor, Room A-226
LaBelle, Florida 33935

RE: County Wide Miscellaneous Paving in Hendry County, Florida

FROM: _____
Bidder's Name

_____
Address

_____
City, State and Zip Code

_____ _____ _____
Date Phone Number Email Address

A. The undersigned, as bidder, does hereby declare that he has familiarized himself with the area affected by the work, local conditions affecting the cost of the work, Construction Documents including the Invitation to Bid, Project Plans, Specifications and Exhibits thereto and any addenda to such Construction Documents, and hereby proposes to furnish all materials and perform all work required in strict accordance with the provisions of such documents for the consideration of prices quoted in the Bid Schedule, which prices include any and all costs and profit associated with completing the scope of in accordance with the Procurement Documents.

B. The undersigned understands that the quantities shown in the Bid Schedule are approximate only and are intended principally to serve as a guide in evaluating bids and are subject to either increase or decrease. All quantities of work, whether increased or decreased are to be performed at the unit price stated in the Bid Schedule. The Owner reserves the right to modify or delete items listed in the Bid Schedule in order to make use of all available funding. Such modifications shall be made solely at the Owner's discretion.

C. The undersigned affirms that in making this bid, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work and further affirms that such bid is made

without regard or reference to any other bidder and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with any other person or persons with reference to such bidding in any way or manner whatsoever.

D. The undersigned, when notified of the acceptance of this bid, does hereby agree to enter into a construction contract with the Owner, within fifteen (15) days from the date on the notice of acceptance unless such term is extended by the County, and he shall provide all required bonds and certificates of insurance.

E. The undersigned further agrees that if awarded the contract he will commence the work on the date provided in the Notice to Proceed or, if no date is provided, within fifteen (15) calendar days after the date of the Notice to Proceed, and that he will complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted. If the undersigned fails to complete any phase of the work within the given timeframe or if he fails to complete all of the work on or before the expiration of the allowed calendar days, then and in that event, he further expressly agrees that, for each day that any phase of the work under this Contract remains uncompleted thereafter, the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as scheduled in the Contract and retain for failure of the undersigned to complete the Contract on or before the expiration of the scheduled critical timeframe(s).

   The undersigned agrees that the Owner's damages caused by delay are capable of being established but would be difficult to measure accurately or completely and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

F. In submitting this bid it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities, to reject all bids and to negotiate with the apparent qualified low bidder if necessary. It is agreed that THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF ONE HUNDERED FIFTY (150) DAYS after the opening thereof.

G. The undersigned has attached hereto a Certified Check, or Bid Bond in the sum of _____ Dollars ($_____) payable to Hendry County, as required in the procurement document, and the undersigned agrees that in case he fails to fulfill his obligations under the aforementioned bid, Hendry County may, at its option, determine that the undersigned has abandoned his rights and interests in such bid and that the cashier's check or bid bond accompanying his bid has been forfeited. Otherwise, the cashier's check or bid bond shall be returned to the undersigned upon the execution of the contract and the acceptance of the bonds and insurance required therein, or upon rejection of his bid.

H. The undersigned affirms that he has completed, as applicable, signed and included in his bid the forms, security, statements, documents, and memoranda required by the procurement documents.

A bid shall be considered unresponsive and shall be rejected if it fails to include these fully executed statements or if the bidder fails to furnish required data. When a determination has been made to award a contract to a specific contractor, such contractor shall, prior to award, furnish such other pertinent information and assurances regarding his own employment policies and practices as well as those of his proposed subcontractors, as the Owner or State Office of Contract Compliance may require. The bidder shall furnish similar statements executed by each of his first tier and second tier subcontractors whose contracts equal ten thousand ($10,000.00) dollars or more. No subcontract shall be awarded to any non-complying subcontractor.

I. The undersigned affirms that he has completed all of the blank spaces in the Bid Schedule and has verified that quantities shown on the Bid Schedule are reasonably accurate. In the case of a tie bid price, the Owner may negotiate a price with each low tie bidder.

J. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U. S. Secretary of Labor and Hendry County were used in the preparation of this bid.

K. The undersigned affirms that Bidder's Equal Employment Opportunity Policy is designed to further the provision of equal employment opportunity to all persons seeking employment and to assure that all employees are treated during employment without regard to their age, race, religion, color, national origin, sex, or disability. Such Policy applies to Bidder's employment practices including: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

L. Bidder certifies that the bid prices contained in this bid include compensation for providing Owner indemnification as provided in Section 6.24 of the General Conditions

M. The undersigned acknowledges receipt of the addenda described in Contractor's Certification submitted herewith.

N. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the Date of Final Acceptance, unless otherwise specified within the Procurement Documents.

O. The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the Owner based on the attached Bid Schedule and qualifying documents.

P. The legal status of the undersigned is (the bidder shall complete the appropriate following sub-section (1), (2), or (3) and strike out the other two):

(1) A corporation duly organized and doing business under the laws of the State of _____, for whom bearing official title of _____, whose signature is affixed to this bid, is duly authorized to execute contracts.

If a Foreign Corporation or non-State of Florida Corporation, provide date qualified in State declared above: _____(date).

Name and address of agent: _____
for service of process: _____
_____

(Out of state contractor must also provide name and address of Florida process agent.)

(2) A partnership, all of the members of which, with addresses (designate general partners):

_____

_____

_____

If all partners are non-residents of Florida, designate name and address of agent required for service of process located in Florida.

(3) Mr./Ms. _____ is the individual whose signature is affixed to this bid

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
Milling Depth 2”	SY	174	$	$
1” Asphaltic Concrete, S-III (Leveling Course)	SY	174	$	$
1” Asphaltic Concrete, S-III (Overlay)	SY	174	$	$
Paint, Standard, White, Solid, 6”	GM	0.029	$	$
Paint, Standard, Yellow, Solid, 6”	GM	0.029	$	$
Raised Pavement Marker, Type B	EA	4	$	$
			Bid Total	$

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
1 1/2” Asphaltic Concrete, S-III (Overlay)	SY	243	$	$
Paint, Standard, White, Solid, 6”	GM	0.034	$	$
Paint, Standard, Yellow, Solid, 6”	GM	0.034	$	$
Raised Pavement Marker, Type B	EA	4	$	$
			Bid Total	$

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
1” Asphaltic Concrete, S-III (Leveling Course)	SY	11,414	$	$
1” Asphaltic Concrete, S-III (Overlay)	SY	11,414	$	$
Paint, Standard, White, Solid, 6”	GM	1.609	$	$
Paint, Standard, Yellow, Solid, 6”	GM	1.010	$	$
Paint, Standard, Yellow, Skip, 6” (10/30)	GM	0.306	$	$
Raised Pavement Marker, Type B	EA	170	$	$
Thermoplastic, Standard, White, Solid, 24” for Stop Line	LF	24	$	$
			Bid Total	$

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	$

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
Thermoplastic, Standard, White, Solid, 24” for Stop Line	LF	30	$	$
Sunset Drive (North Segment)				
1 1/2” Asphaltic Concrete, S-III	SY	1,289	$	$
Sunset Drive (South Segment)				
1 1/2” Asphaltic Concrete, S-III	SY	2,311	$	$
Kissimmee Ave				
1 1/2” Asphaltic Concrete, S-III	SY	689	$	$
Miller Avenue/Selma Daniels Ave				
1 1/2” Asphaltic Concrete, S-III	SY	560	$	$
			City of LaBelle Bid Total	$

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)	$

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items, segments or reduce quantities if is in the best interest of the County and/or City.

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

_____

Phone Number: _____

SECTION VI

GENERAL CONDITIONS

6.1 Definitions
6.2 Introductory Provisions
6.3 Schedules, Reports and Records
6.4 Drawings and Specifications
6.5 Shop Drawings
6.6 Materials, Services and Facilities
6.7 Inspection and Testing
6.8 Substitutions
6.9 Patents
6.10 Surveys, Permits and Regulations
6.11 Protection of Work, Property and Persons
6.12 Supervision and Provision of the Work by Contractor
6.13 Changes in the Work
6.14 Contract Price and Changes Thereto
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6.16 Rejection and Correction of Work
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6.18 Suspension of Work, Termination and Delay
6.19 Payments to Contractor
6.20 Acceptance of Final Payments as Release
6.21 Insurance
6.22 Contract Security – Bonds
6.23 Assignments
6.24 Indemnification
6.25 Separate Contracts
6.26 Subcontracting
6.27 Engineer's Authority
6.28 Land and Rights-of-Way
6.29 Guaranty
6.30 Claims for Adjustments and Disputes
6.31 Miscellaneous Provisions

6.1 DEFINITIONS

6.1.1 Wherever used in the Procurement Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and the plural thereof:

6.1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Procurement Documents, drawings and specifications, by additions, deletions, clarifications or corrections.

6.1.3 AGREEMENT: The written agreement between County and Contractor covering the work to be performed (a/k/a Contract); other Procurement Documents are attached to the Agreement.

6.1.4 BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6.1.5 BIDDER: Any person or entity submitting a Bid for the Work.

6.1.6 BONDS: Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his/its Surety in accordance with the Procurement Documents.

6.1.7 CHANGE ORDER: A written order to the Contractor signed by the County authorizing an addition, deletion or revision in the Work within the general scope of the Procurement Documents, or authorizing an adjustment in the Contract Price or Contract Time issued after execution of the Agreement.

6.1.8 CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Procurement Documents.

6.1.9 CONTRACT TIME: The number of calendar days stated in the Procurement Documents for the completion of the Work.

6.1.10 CONTRACTOR: The person, firm, corporation or entity with whom the County has executed the Contract.

6.1.11 COUNTY: Hendry County, Florida, a governmental body under the authority of the Hendry County Board of County Commissioners, for which the Work is to be performed.

6.1.12 DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

6.1.13 DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Procurement Documents.

6.1.14 DEFECTIVE WORK: Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Procurement Documents or does not meet the requirements of any inspection, test or approval or has been damaged prior to approval of final payment. Defective Work shall also include neglected work resulting from Contractor's failure to prosecute the Work in accordance with the Procurement Documents, including any requirements of the progress schedule.

6.1.15 ENGINEER: The person, firm, corporation, or entity named as such in the PROCUREMENT DOCUMENTS.

6.1.16 FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

6.1.17 MODIFICATION: (a) A written amendment of the Procurement Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by County, or (d) a written order for a minor change or alteration in the Work. A modification may only be issued after execution of the Agreement.

6.1.18 NOTICE OF AWARD: The written notice by County to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, County will enter into an Agreement with him.

6.1.19 NOTICE TO PROCEED: Written communication issued by the COUNTY to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

6.1.20 OWNER: See County.

6.1.21 PROCUREMENT DOCUMENTS: The Contract, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Invitation to Bid, Bid Form with Bid Schedule and required qualifying Forms, Scope of Work and Exhibits (including drawings, specifications, and diagrams, as applicable), Submittal instructions, Bid Bond, Payment Bond, Performance Bond, Insurance, General Conditions, Miscellaneous and Special provisions, if any, Specifications and Supplementary Specifications, if any, Technical Specifications, if applicable, Notice of Award, Notice to Proceed, and Change Orders signed after execution of the Agreement.

6.1.22 PROJECT: The undertaking to be performed as provided in the Procurement Documents.

6.1.23 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the County who is assigned to the Project site or any part thereof.

6.1.24 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the WORK shall be fabricated or installed, or which illustrate the equipment, material or some portion of the Work.

6.1.25 SPECIFICATIONS: A part of the Procurement Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship as applied to the Work.

6.1.26 SUBCONTRACTOR: An individual, firm, corporation or other entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

6.1.27 SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Procurement Documents, so that the Project or specified part can be utilized for the purposes for which it is intended; or if there be no such certification, the date when final payment is due.

6.1.28 SUPPLEMENTAL AGREEMENT: A WRITTEN AGREEMENT BETWEEN THE Contractor and the Owner covering: (1) work that would increase or decrease the total amount of the awarded Contract, or any major Contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded Contract; or (2) work that is not within the scope of the originally awarded Contract.

6.1.29 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions.

6.1.30 SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

6.1.31 WORK: Any and all obligations, duties and responsibilities necessary for the successful completion of the Project assigned to or undertaken by Contractor under the Procurement Documents, including all labor, its administration and Project superintendence, material, equipment and tools, and all services, incidentals and responsibilities prescribed or implied and the furnishing thereof.

6.1.32 WRITTEN NOTICE: Any notice to any party to the Agreement relative to any part of the Procurement Documents communicated in writing and considered delivered, and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative.

6.2 INTRODUCTORY PROVISIONS

6.2.1 CONTRACTOR represents that CONTRACTOR has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Procurement Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and requirements of the Procurement Documents. CONTRACTOR also represents that CONTRACTOR has studied all surveys and investigation reports of subsurface and latent physical conditions and made such additional surveys and investigations as CONTRACTOR deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Procurement Documents and that he has correlated the results of all such data with

the requirements of the Procurement Documents.

6.2.2 COUNTY and CONTRACTOR shall each receive at least one executed counterpart of the Procurement Documents. COUNTY shall furnish CONTRACTOR up to three copies (unless otherwise provided in the Specifications) of the Procurement Documents as are reasonably necessary for the execution of the Work.

6.2.3 Before starting the Work at the site, a pre-construction conference will be held for COUNTY and CONTRACTOR to review the Project and discuss procedure. Present at the conference will be ENGINEER Resident Project Representatives, CONTRACTOR and his Project Supervisor or Superintendent.

6.2.4 The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions which may arise as to the interpretation of the Specifications of Plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.

6.2.5 All work and materials furnished shall be in reasonably close conformity with the requirements that are specified in the Contract, Plans, and Specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the Plans and Specifications but that the portion of the work affected, will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the Contract price for the affected portion of the work. The Engineer's determination and recommended Contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are in his/her opinion, needed. Changes in the Contract price shall be covered by Contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the Plans and Specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the Contract, Plans, and Specifications. The term shall not be construed as waiving the Engineer's right to assist on strict compliance with the requirements of the Contract, Plans, and Specifications during the Contractor's prosecution of the work,

when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority to use good engineering judgment in his/her determinations as to acceptance or work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract, Plans and Specifications.

The Engineer should advise FDOT of the Engineer's determinations as to acceptance of work that is not in reasonable close conformity to the Contract, Plans, and Specifications. Change orders or supplemental agreements must bear the written approval of FDOT.

6.2.6 COUNTY will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Procurement Documents. COUNTY will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

6.3 SCHEDULES, REPORTS AND RECORDS

6.3.1 The CONTRACTOR shall submit to the COUNTY such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Procurement Documents for the Work to be performed.

6.3.2 Within five (5) days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable:

6.3.2.1 The dates at which special detail drawings will be required; and

6.3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and installation of materials, supplies and equipment.

6.3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

6.3.4 COUNTY reserves the right to conduct an audit of all records pertaining to the project including those of the prime contractor, the subcontractor, or both. Records include, but are not limited to, all books of account, supporting documents, and papers pertaining to the cost of performance of the project work. CONTRACTOR and its subcontractors shall retain all records pertaining to the Contract for a period of not less than five (5) years from the date of the Engineer's final acceptance of the project unless a longer

period is otherwise specified.

6.3.5 The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

6.3.6 The Department reserves the right to unilaterally terminate this Agreement for failure by the COUNTY to comply with the Public Records provisions of Chapter 119, Florida Statutes.

6.4 DRAWINGS AND SPECIFICATIONS

6.4.1 The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Procurement Documents and all incidental Work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the COUNTY.

6.4.2.1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the Work required by the Procurement Documents.

6.4.2.2 The additional drawings and instruction thus supplied will become a part of the Procurement Documents. The CONTRACTOR shall carry out the Work in accordance with the additional detail drawings and instructions.

6.4.3 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

6.4.4 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

6.4.5 During the entire construction operation, CONTRACTOR shall keep one record of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to COUNTY and shall be delivered to the COUNTY upon completion of the Project.

Record information shall include but not be limited to record dimensions, finished pavement grades, finished elevations or structures, record inverts, etc.

The Contractor shall, without additional cost, furnish to the Owner three (3) complete sets of all maintenance manuals, parts lists, and operating instructions covering materials, equipment and installations having moving parts. It is mandatory that all of the aforesaid be delivered at the same time and with the materials, equipment, and installations, so that proper installations and operation can be promptly made.

6.4.6 The CONTRACTOR shall employ a Florida Registered Professional Land Surveyor, engineer, architect, and or other appropriate professional as necessary, for the completion of record drawings. Final payment will not be made to the CONTRACTOR until signed and sealed record drawings have been submitted to and approved by COUNTY.

6.5 SHOP DRAWINGS

6.5.1 The CONTRACTOR shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Procurement Documents. The ENGINEER shall promptly review all Shop Drawings. The ENGINEER'S approval of any Shop Drawing shall not release the CONTRACTOR from responsibility for deviations from the Shop Drawings. The approval of any Shop Drawing, which substantially deviates from the requirement of the Procurement Documents shall be evidenced by a Change Order.

6.5.2 When submitted for the ENGINEER'S review, Shop Drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Procurement Documents.

6.5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.6 MATERIALS, SERVICES AND FACILITIES

6.6.1 It is understood that, except as otherwise specifically stated in the Procurement Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision and temporary construction of any nature whatsoever necessary to execute, complete and deliver the Work within the specified time.

6.6.2 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.6.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.7 INSPECTION AND TESTING

6.7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Procurement Documents.

6.7.2 The COUNTY shall provide all inspection and testing services not required by the Procurement Documents.

6.7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the Procurement Documents.

6.7.4 If the Procurement Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

6.7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Procurement Documents.

6.7.6 The ENGINEER and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

6.7.7 If any Work is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

6.7.8 If the ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, materials tools and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

6.7.9 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give COUNTY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to COUNTY, CONTRACTOR shall bear all costs arising therefrom.

6.8 SUBSTITUTIONS

6.8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Procurement Documents by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution in writing and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Procurement Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

6.9 PATENTS

6.9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the COUNTY harmless from loss on account thereof, except that the COUNTY shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be

responsible for such loss unless he promptly gives such information to the ENGINEER.

6.10 SURVEYS, PERMITS, REGULATIONS

6.10.1 The COUNTY shall furnish a survey and establish all base lines and reference points for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Procurement Documents. From the information provided by the COUNTY, unless otherwise specified in the Procurement Documents, the CONTRACTOR shall develop and make all detail surveys needed for layout and construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

6.10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

6.10.3 Permits and licenses, governmental charges and inspection fees, of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the CONTRACTOR unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the COUNTY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the CONTRACTOR observes that the Procurement Documents are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted.

6.11 PROTECTION OF WORK, PROPERTY AND PERSONS

6.11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify COUNTY of adjacent utilities when prosecution of the Work may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable, except damage or loss attributable to the fault of the Procurement Documents or to the acts or omissions of the COUNTY or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

6.11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or COUNTY, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt Written Notice of any significant changes in the Work or deviations from the Procurement Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

6.11.4 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

6.12 SUPERVISION AND PROVISION OF THE WORK BY CONTRACTOR

6.12.1 The CONTRACTOR will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction, and shall be responsible to see that the finished Work complies accurately with the Procurement Documents. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

6.12.2 CONTRACTOR shall provide adequate, competent, suitable, qualified personnel to perform the Work. CONTRACTOR shall at all times maintain good discipline and order at the sites, and conduct the Work in a manner which shall protect the health and safety of personnel, the public, the Work, and property.

6.12.3 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinance, permits, or the requirements of the Procurement Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.12.4 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, or subject any part of the Work to stresses or pressures that will endanger same.

6.12.5 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.12.6 All materials and equipment shall be new, except as otherwise provided in the Procurement Documents. If required by COUNTY, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Procurement Documents.

6.12.7 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Procurement Documents.

6.13 CHANGES IN THE WORK

6.13.1 The COUNTY may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Procurement Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

6.13.2 The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alteration shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work or cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alternations or changes in quantities do not significantly change the character of the work performed under the contract, the altered work will be paid for as provided elsewhere in the contract. The term “significant change” shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind of nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of the original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

6.13.3 The ENGINEER also, may at any time, by issuing a Field Order, make changes in the details of the Work. The CONTRACTOR shall proceed with the performance of any changes in the Work so ordered by the ENGINEER unless the CONTRACTOR believes that such Field Order entitles him to a change in Contract Price or Contract Time, or both, in which event he shall give the ENGINEER Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in the Contract Price or Contract Time within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instruction from the COUNTY.

6.13.4 During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract of if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

6.13.5 If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor’s request. If the engineer agrees

that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

6.14 CONTRACT PRICE AND CHANGES THERETO

6.14.1 The Contract price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expenses without change in the Contract Price.

6.14.2 The Contract Price may be changed only by a written Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

6.14.2.1 Unit prices previously approved;

6.14.2.2 An agreed lump sum; and

6.14.2.3 The actual cost for labor, directed overhead, materials, supplies, equipment and other services necessary to complete the Work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

6.15 COMMENCEMENT, TIME FOR COMPLETION AND LIQUIDATED DAMAGES

6.15.1 All time limits stated in the Procurement Documents are of the essence of the Agreement.

6.15.2 The Contract Time will commence to run on the thirtieth (30) day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed or if not specified therein within fifteen (15) consecutive calendar days after issuance of the Notice to Proceed.

6.15.3 The Contract Time may only be changed by Change Order.

6.15.4 The date of beginning and the time for completion of the Work are essential conditions of the Procurement Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

6.15.5 The CONTRACTOR will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the CONTRACTOR and the COUNTY, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount….	Daily Charge per Calendar Day
$299,999 and under	$980
$300,000 but less than $2,000,000	$1,699
$2,000,000 but less than $5,000,000	$2,650
$5,000,000 but less than $10,000,000	$3,819
$10,000,000 but less than $20,000,000	$4,687
$20,000,000 but less than $40,000,000	$7,625
$40,000,000 & over	$10,467 plus 0.00005 of any amount over $40 million (Round to the nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

6.15.6 For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Engineer will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work with the time stipulated in the contract, or within such extra time that the Owner may have granted then the Contract or, in case of his default, the surety shall pay to the Owner, not as penalty, but as liquidated damages, the amount so due according to the above schedule for each calendar day in which the work is not completed. The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor. The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions. In the case of a default of the Contract and the completion of the work by the Owner, the Contractor and his surety are liable for the liquidated damages under the Contract, but the Owner will not charge liquidated damages for any delay in the final completion of the Owner's performance of the work due to any unreasonable action or delay on the part of the

Owner. The Owner considers the Contract complete when the Contractor has completed all work and the Owner has accepted the work. The Owner will then release the Contractor from further obligation except as set forth in his bond. In addition to the damages provided for in the above schedule and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time the Owner may recover from the Contractor amounts that the Owner pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Owner's act or omission.

6.15.6 If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the COUNTY, then the CONTRACTOR will pay to the COUNTY the amount for liquidated damages as specified in the Agreement for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Procurement Documents.

6.15.7 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the CONTRACTOR has promptly given Written Notice of such delay to the COUNTY or ENGINEER:

6.15.7.1. To any preference, priority or allocation order duly issued by the COUNTY;

6.15.7.2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of a public enemy, acts of the COUNTY, acts of another CONTRACTOR in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; or

6.15.7.3 To any delays of Subcontractors occasioned by any of the causes specified in Sections 6.15.7.1 and 6.15.7.2.

6.15.7.4 To any increased work due to overruns in the original Contract items, new work items or unforeseen work.

6.16 REJECTION AND CORRECTION OF WORK

6.16.1 COUNTY has authority to disapprove or reject Defective Work.

6.16.2 The CONTRACTOR shall promptly remove from the premises all Work rejected by the ENGINEER for failure to comply with the Procurement Documents, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the Work in accordance with the Procurement Documents and without expense to the COUNTY and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

6.16.3 All removal and replacement Work shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the COUNTY may remove such Work and store the materials at the expense of the CONTRACTOR.

6.16.4 If the Work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors for labor, materials or equipment, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the Work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of CONTRACTOR or any other party.

6.16.5 If CONTRACTOR does not correct defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from COUNTY, COUNTY may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and shall also bear the expenses of making good all Work of others destroyed or damaged by such correction, removal or replacement of the defective Work.

6.16.6 If, instead of requiring correction or removal and replacement of defective Work, COUNTY may elect to accept the Work, as is. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Procurement Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

6.17 UNFORESEEN PHYSICAL and SUBSURFACE CONDITIONS

6.17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the COUNTY by Written Notice of the following:

6.17.1.1 Subsurface or latent physical conditions on the site differing materially from those indicated in the Procurement Documents; and

6.17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Procurement Documents.

6.17.1.3 The COUNTY shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the scope of, cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Procurement Documents shall be modified by a Change Order. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless

he has given written notice to the County of the condition in a timely manner; provided that the COUNTY may, if it determines the facts so justify, consider and adjust any such assertion before the date of final payment.

6.18 SUSPENSION OF WORK, TERMINATION AND DELAY

6.18.1 The COUNTY may, at any time without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days, or such further time as agreed upon by the CONTRACTOR, by Written Notice to the CONTRACTOR which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume that Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

6.18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Procurement Documents, then the COUNTY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the CONTRACTOR and take possession of the Project, and of all materials, equipment, tools, construction equipment and machinery, thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the COUNTY. Such costs incurred by the COUNTY will be determined by the ENGINEER and incorporated in a Change Order.

6.18.3 Where the CONTRACTOR'S services have been so terminated by the COUNTY, said termination shall not affect any right of the COUNTY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from compliance with the Procurement Documents.

6.18.4 After ten (10) days from delivery of a Written Notice to the CONTRACTOR, the COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable profit.

6.18.5 If through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the COUNTY or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted or the COUNTY fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER, then the CONTRACTOR may, after ten (10) days from delivery of a Written Notice to the COUNTY and the ENGINEER, terminate the CONTRACT and recover from the COUNTY payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the COUNTY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days Written Notice to the COUNTY and the ENGINEER stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.

6.18.6 If the performance of all or any portion of the Work is suspended, delayed or interrupted as a result of a failure of the COUNTY or ENGINEER to act within the time specified in the Procurement Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the COUNTY or ENGINEER.

6.19 PAYMENTS TO CONTRACTOR

6.19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate (payment request) filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the COUNTY, as will establish COUNTY'S title to the material and equipment and protect its interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his verification of work progression and approval of payment, and process same pursuant to Section 4.18; or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. Upon Engineer's approval, the payment estimate shall be processed for Board of County Commission approval according to the terms and timelines expressed in Section 4.18. The COUNTY will, within ten (10) days of Board of County Commission approval, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The COUNTY shall retain five (5) percent of the amount of each payment until final completion and acceptance of all Work covered by the Procurement

Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Procurement Documents, payment may be made in full, including retained percentages, less authorized deductions.

6.19.2 After the COUNTY'S first payment, each subsequent payment estimate (payment request) shall include Contractor's Affidavit stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR'S obligations with respect to the work, materials and equipment represented in prior payment requests. Prior to payment for any period in which a "Notice to Owner" on file has not been fully released, Contractor shall submit (a) a consent of surety to such payment, or (2) a partial release of lien from the party or parties giving said Notice, satisfactory to County, certifying that all payrolls, material bills, and other indebtedness incurred by Contractor and Subcontractor(s), if any, in connection with the construction of the project have been paid in full through the date of the last payment request. No releases of lien shall be required if Contractor provides written consent of surety for the subject payment.

6.19.3 The request for payment may include an allowance for the cost of major materials and equipment which are suitably stored at or near the site.

6.19.4 COUNTY'S approval of any payment request will constitute a representation that the work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the work is in accordance with the Procurement Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Procurement Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment COUNTY will not thereby be deemed to have represented that COUNTY made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that COUNTY has reviewed the means, methods, techniques, sequences and procedures of construction, or that COUNTY has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials or equipment has passed to COUNTY free and clear of any liens.

6.19.5 COUNTY may refuse to approve the whole or any part of any payment if, in its opinion, it would be incorrect. COUNTY may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in its opinion to protect COUNTY from loss because:

6.19.5.1 The work is defective, or completed work has been damaged requiring correction or replacement;

6.19.5.2 Claims or liens have been filed or there is reasonable cause to believe such may be filed;

6.19.5.3 The Contract Price has been reduced because of modifications;

6.19.5.4 COUNTY has been required to correct defective or incomplete work; or

6.19.5.5 CONTRACTOR'S unsatisfactory performance of the work, including failure to furnish acceptable document submittal or to clean up.

6.19.6 Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

6.19.7 On or before the date specified for Substantial Completion in the Agreement, CONTRACTOR shall, in writing to COUNTY, certify that the entire Project is substantially completed and request that COUNTY issue a Certificate of Substantial Completion. Within a reasonable time thereafter, ENGINEER and CONTRACTOR shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefore. If COUNTY considers the Project substantially complete, COUNTY will prepare a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between COUNTY and CONTRACTOR for maintenance. There shall be attached to the Certificate, a tentative list of items to be completed or corrected before final payment, and the Certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.

6.19.8 If no date is specified for Substantial Completion in the Agreement and there is no requirement therefor, CONTRACTOR may nevertheless request a Certificate of Substantial Completion, within a reasonable time before the end of the Contract Term, according to the terms of the preceding paragraph, or CONTRACTOR may make application for final payment provided that CONTRACTOR has completed all requirements of the Procurement Documents.

6.19.8.1 CONTRACTOR'S application for final payment shall contain verification that all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, record drawings and other items required by the Procurement Documents have been delivered to COUNTY.

6.19.8.2 CONTRACTOR'S application for final payment shall attach written consent of surety to the final payment and a complete and legally sufficient Final Release and Waiver of all Liens (satisfactory to ENGINEER) arising out of the Procurement Documents and the labor and services performed by the CONTRACTOR, and the material and equipment furnished thereunder by CONTRACTOR. CONTRACTOR shall attach an affidavit verifying that all labor, services, materials and equipment for which a lien could be filed,

and that all payrolls, materials and equipment bills, and other indebtedness connected with the Work for which COUNTY or its property might in any way be responsible have been paid or otherwise satisfied.

6.19.9 ENGINEER shall approve CONTRACTOR'S application for final payment, if, on the basis of his observation and review of the work during construction, his final inspection and his review of the application for final payment all as required by the Procurement Documents ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Procurement Documents. Otherwise, ENGINEER will return the application to CONTRACTOR indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application.

6.19.10 ENGINEER shall indicate his approval for final payment and acceptance of the work in a certificate attached to CONTRACTOR'S final payment request, and forward same to the Board of County Commissioners for approval and acceptance of the work. The entire balance found to be due the CONTRACTOR, including the retained percentages, except such sums as may be lawfully retained by the COUNTY, shall be paid to the CONTRACTOR within thirty (30) days of ENGINEER'S approval of CONTRACTOR'S application for final payment. CONTRACTOR shall furnish COUNTY a Contractor's Affidavit to Owner prior to COUNTY'S release of final payment.

6.19.11 If after Substantial Completion of the work, final completion is materially delayed through no fault of CONTRACTOR, COUNTY shall, without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required by the Procurement Documents, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the COUNTY prior to approval of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

6.19.12 CONTRACTOR'S obligation to perform the work and complete the Project in accordance with the Procurement Documents shall be absolute. Neither approval of any progress or final payment by COUNTY, nor the issuance of a certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR under the Procurement Documents, nor any use or occupancy of the Project or any part thereof by COUNTY, nor any act or acceptance by COUNTY nor any failure to do so, nor any correction of defective work by COUNTY shall constitute an acceptance of work not in accordance with the Procurement Documents.

6.19.13 The COUNTY shall have the right to enter the premises for the purpose of doing Work not covered by the Procurement Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the

Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the COUNTY.

6.19.14 Prior to Substantial Completion of the Project, COUNTY may request CONTRACTOR in writing to permit it to use a specified part of the Project which is complete or substantially complete and which COUNTY believes may be used without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, CONTRACTOR will certify to COUNTY that said part of the Project is substantially complete and request COUNTY to issue a certification of Substantial Completion for that part of the Project. Within a reasonable time thereafter COUNTY and CONTRACTOR shall make an inspection of that part of the Project to determine its status of completion. If COUNTY does not consider that it is substantially complete, COUNTY will notify CONTRACTOR in writing giving the reasons therefore. If COUNTY considers that part of the Project to be substantially complete, COUNTY will execute to a certificate to that effect fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and a statement fixing the responsibility between COUNTY and CONTRACTOR for maintenance and utilities as to that part of the Project. COUNTY shall have the right to exclude CONTRACTOR from any part of the Project which is so certified to be substantially complete, but shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.19.15 COUNTY shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.19.16 The CONTRACTOR will indemnify and save the COUNTY or the COUNTY'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Prior to being entitled to a progress payment from the County the CONTRACTOR shall (a) provide the county with written consent of surety to such payment, or (b) furnish satisfactory evidence from subcontractors and materialmen providing Notice to Owner as specified herein that all obligations of the nature designated above have been paid, discharged or waived. If the CONTRACTOR fails to do so, the COUNTY may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the Procurement Documents, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the COUNTY to the CONTRACTOR, his surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the COUNTY shall be considered as a payment made under the Procurement Documents by the COUNTY to the CONTRACTOR and the COUNTY shall not be liable to the CONTRACTOR for any such payments made in good faith.

6.19.17 The CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY and, if applicable, the FLORIDA DEPARTMENT OF TRANSPORTATION and all of their officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONTRACTOR, its officers, agents, or employees.

6.20 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

6.20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the COUNTY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for things done or furnished in connection with this Work and for every act and neglect of the COUNTY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Procurement Documents, guarantee, or the Performance Bond and Payment Bond.

6.21. INSURANCE

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

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

C. Workers Compensation: CONTRACTOR shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least $1,000,000 each accident, $500,000 each employee, and $500,000 policy limit for disease. In case any work is

subcontracted, CONTRACTOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR.

D. RESERVED

E. Certificates of Insurance: All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. Hendry County must be named as an additional insured on all policies except Workers' Compensation. CONTRACTOR must provide valid certificates of insurance to the COUNTY for all policies. CONTRACTOR will be required to provide the COUNTY, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

6.22 CONTRACT SECURITY - BONDS

6.22.1 The CONTRACTOR shall within fifteen (15) days after the receipt of the Notice of Award furnish the COUNTY with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the Procurement Documents, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the Work provided by the Procurement Documents. Such Bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the CONTRACTOR. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Florida or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the COUNTY to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the COUNTY. The premiums on such Bond shall be paid by the CONTRACTOR. The term of said Bond(s) shall extend as provided in the Procurement Documents. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the COUNTY.

6.22.2 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bond(s) shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustments to COUNTY.

6.22.3 In case of default on the part of the CONTRACTOR, the COUNTY will charge against the bond all expenses for services incidental to ascertaining and collecting losses under the bond, including accounting, engineering, and legal services, together with any and all costs incurred in connection with renegotiation of the Contract and those other expenses and losses allowed by law.

6.22.4 The surety company shall indemnify and provide defense for the COUNTY when called upon to do so for all claims or suits against the COUNTY by third parties pertaining to CONTRACTOR payment or performance issues arising out of the Contract where the CONTRACTOR has failed to timely do so. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements or change orders.

6.23 ASSIGNMENTS

6.23.1 Neither the CONTRACTOR nor the COUNTY shall sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof or of his right, title or interest therein, or its obligations there-under, without written consent of the other party.

6.24 INDEMNIFICATION

6.24.1 The CONTRACTOR will indemnify and hold harmless the COUNTY and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

6.24.2 In any and all claims against the COUNTY or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, and anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefits acts or other employee benefits acts.

6.24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or specifications.

6.25 SEPARATE CONTRACTS

6.25.1 The COUNTY reserves the right to let other contracts in connection with this Project. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results

of any part of the CONTRACTOR'S Work depends upon the Work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such Work that render it unsuitable for such proper execution and results.

6.25.2 The COUNTY may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the COUNTY, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

6.25.3 If the performance of additional Work by other contractors or the COUNTY is not noted in the Procurement Documents prior to the execution of the Agreement, Written Notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work. If the CONTRACTOR believes that the performance of such additional Work by the COUNTY or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in the Procurement Documents.

6.26 SUBCONTRACTING

6.26.1 The CONTRACTOR may utilize the services of specialty Subcontractors on those parts of the Work which under normal contracting practices, are performed by specialty Subcontractors.

6.26.2 The CONTRACTOR shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the COUNTY.

6.26.3 The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, to the extent he is liable for the acts and omissions of persons directly employed by him.

6.26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of the Procurement Documents insofar as applicable to the Work of Subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the COUNTY may exercise over the CONTRACTOR under any provision of the Procurement Documents.

6.26.5Nothing contained in the Procurement Documents shall create a contractual relationship between COUNTY and Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. COUNTY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of

amounts paid to CONTRACTOR on account of specific Work done in accordance with the Procurement Documents.

6.26.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.27 ENGINEER'S AUTHORITY

6.27.1 The ENGINEER shall act as the COUNTY'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Procurement Documents in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the Work is proceeding in accordance with the Procurement Documents.

6.27.2 The CONTRACTOR will be held strictly to the intent of the Procurement Documents in regard to the quality of materials, workmanship and execution of the Work. Engineer may make inspections at the factory or fabrication plant of the source of material supply.

6.27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

6.27.4 The ENGINEER shall promptly make decisions relative to interpretation of the Procurement Documents.

6.28 LAND AND RIGHTS-OF-WAY

6.28.1 Prior to issuance of Notice to Proceed, the COUNTY shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Procurement Documents, unless otherwise mutually agreed.

6.28.2 The COUNTY shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

6.28.3 The CONTRACTOR shall provide at his own expense and without liability to the COUNTY any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

6.29 GUARANTY

6.29.1 The CONTRACTOR warrants and guarantees to COUNTY all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the project that the completed project is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall

promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The COUNTY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other Work that may be made necessary by such defects, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

6.29.2 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of payment free and clear of all liens, claims, security interests and encumbrances.

6.30 CLAIMS FOR ADJUSTMENTS AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not provided for in the Contract, Plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual accost as required, then the Contractor herby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

6.31 MISCELLANEOUS PROVISIONS

6.31.1 Whenever any provision of the Procurement Documents requires the giving of Written Notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the entity for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

6.31.2 When any period of time is referred to in the Procurement Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday, or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

6.31.3 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

6.31.4 All specifications, drawings and copies thereof furnished by COUNTY shall remain its

property. Same shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the COUNTY on request upon completion of the Project.

6.31.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and the rights and remedies available to COUNTY hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Procurement Documents.

Should COUNTY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

6.31.6 When operating in or adjacent to a railroad right-of-way CONTRACTOR shall notify the railroad company as directed on the Plans, and the COUNTY at least 72 hours before beginning such operation, including any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing and any other work that may affect railroad operations or property.

6.31.7 Inspector General / Participation (The Awarded CONTRACTOR agrees to comply with S.20.055(5), Florida Statutes).

6.31.8 The COUNTY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

6.31.9 In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

6.31.10 An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the COUNTY.

6.31.11 The COUNTY agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or sub consultants (each referred to as “Entity”

for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

6.31.12 If the COUNTY elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the COUNTY may self-insure and proof of self-insurance shall be provided to the Department. If the COUNTY elects to hire a contractor or consultant to perform the Project, then the COUNTY shall, or cause its contractor or consultant to carry Commercial General Liability Insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the last occurrence form edition of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida. The COUNTY shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the COUNTY is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to

disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

6.31.13 When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along the with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

6.31.14 The COUNTY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

SECTION VII

MISCELLANEOUS

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

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

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

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

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

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

E. ***Public Entity Crime Affidavit:*** As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any

Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

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

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

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

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

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

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

H. ***Tie Proposals:*** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to quality and cost of service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors has a drug-free workplace program.

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

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

proposal for, or enter into or renew a contract with the County. Respondents must certify that the respondent is not participating in a boycott of Israel.

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

SECTION VIII

GENERAL NOTES

A. **General Requirements:** Contractor shall provide all labor, equipment, and materials necessary for the work and to cover incidental activities for the project in accordance with FDOT standards. The costs of these requirements shall be included in the unit prices. There will be no separate pay item for General Requirements.

B. **Pre-construction meeting:** A Pre Construction Conference shall be held at the Hendry County Engineering Department, 99 East Cowboy Way, LaBelle, Florida, 33935 prior to issuance of a NOTICE TO PROCEED.

C. **Reference documents:**

1. Any work category not included in this document shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2023-24, hereinafter referred to as the Standard Specification.
2. Method of Measurement and Basis of Payment shall be based on the bid tabulation attached.
3. All applicable index drawings are made a part of this contract and can be referenced in the Florida Department of Transportation Standard Plans for Road and Bridge Construction, FY 2023-24.

D. **Examination of Site**: It shall be the responsibility of the prospective bidder to visit the project site and make such examinations and explorations as may be necessary to determine the site of all ambient conditions which may affect construction of this project. Particular attention should be given to methods of providing ingress and egress to adjacent private and public properties, procedures for protecting existing improvements and disposition of all materials to be removed in order that proper considerations may be given to these details during the preparation of the Proposal. Any unusual conditions which may give rise to later contingencies should be brought to the attention of the County and its Engineer prior to the time of the submission of the Proposal.

E. **Mobilization/Demobilization**: Per FDOT Standards. It is the Contractor's responsibility to obtain an equipment staging and storage area during the project prior to mobilization of equipment, materials, etc. Prior to demobilizing the project area, the Contractor shall need confirmation of the project substantial completion by the Engineer.

Payment for Mobilization/Demobilization shall be at the lump sum bid price as listed in the bid schedule and will be paid over the duration of the project.

F. **Maintenance of Traffic**: Contractor shall provide all labor, equipment, and materials necessary to execute lane closures and detouring of traffic in accordance with FDOT Standards.

1. General: The Contractor shall be responsible for the proper maintenance, Control, and detour of traffic within the project area during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation. *It shall be the Contractor's responsibility, as bidder, prior to submitting the Bid, to determine the requirements of this agency* so that the Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection of traffic.

2. The Contractor shall submit a Maintenance of Traffic Plan at the Pre-Construction Conference for approval. The prepared plans may be modified with approval by the County. The plan shall be structured around the Maintenance of Traffic. All plans submitted shall be subject to the approval of the County Engineer.

3. Driveway access must be maintained at all times to all parcels currently served with a driveway unless written permission otherwise is obtained by the Contractor from the landowner and the County.

4. Measurement and payment for maintenance of traffic shall be included in the units of measure shown in the bid tabulation. Off duty law enforcement officers, if required, shall also be included.

5. A Pre-Construction Conference will be scheduled by the Engineer in the Notice to Proceed.

6. Payment for Maintenance of Traffic shall be at the lump sum bid price as listed in the bid schedule, and no additional payment shall be made for purchase of special signs, covering or removing of existing signs conflicting with detour route, removal or placement of pavement markings, maintenance of signage, restoration of pre-construction signage and markings, etc., and will be paid in accordance with FDOT standards.

G. **Damage to Existing Property, Structures, and Utilities:** The Contractor shall be held responsible for and shall repair all damage to pavement beyond the limits of this Contract or outside the right-of-way. Also buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipe, or other structures which may be encountered, shall be repaired if damaged. It shall be the Contractor's responsibility to determine the location, character, and depth of any existing utilities.

H. **Quantity Verification:** The quantities shown in the Bid Form are based on available records. The bidder shall verify the same prior to bidding and bring any discrepancy to the County's attention in writing prior to bid submittal.

I. **Final payment:** will be based on actual units of measure as measured in the field. This will include all the line items specified in the scope of work above.

J. **Default:** If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient workmen, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work anew, fails to comply with Contract requirements, or if the Contractor's performance, under the Contract, becomes unsatisfactory in the opinion of the County, the County will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing time certain to correct the failure.

   If the Contractor, within the period of time described in the notice, shall not proceed to correct the conditions, of which complaint is made, the County will have full power and authority, without violating the Contract to take back authority of the work, out of the hands of the Contractor, and to declare the Contact in default.

SECTION IX

SPECIAL PROVISIONS

1. Time is of the essence on this project, and construction activities from mobilization to demobilization, including final restoration, must be completed within **90** days. The resulting Contract will commence on the issuance of a notice to proceed (NTP) and be in effect until the completion of the project.

2. All areas shall be restored to their previous condition or better.

3. Access provisions shall be maintained for residents, emergency vehicles, delivery vehicles, postal vehicles, public transportation, solid waste, and recycling vehicles. The cost of these access provisions shall be included in mobilization.

4. Work shall be limited from 8:00 AM to 5:00 PM, Monday through Friday. No work shall be permitted on Saturdays, Sundays, and County Holidays without prior approval. **CONTRACTOR** shall provide a written request to the **OWNER** no later than 72 hours prior to the requested day(s).

5. **CONTRACTOR** shall be responsible for all costs associated with testing all compact materials to avoid future settlement.

6. **CONTRACTOR** shall field verify the location, size, and material of all utilities (public and private) within the limits of the project.

7. The **CONTRACTOR** shall be responsible for maintaining all work areas in a safe and clean manner, including but not be limited to daily sweeping of roadway surfaces.

8. **CONTRACTOR** shall carefully evaluate, prepare and engage all of the means, methods, and resources necessary to accomplish and complete all aspects of the project. The **CONTRACTOR** shall anticipate the project constraints and the required techniques, procedures, equipment, labor, skills, and/or other various resources to complete the project and protect life and property. The cost of all aforementioned provisions and resources shall be incorporated in the bid items as direct and/or incidental costs; therefore, no additional payment will be made.

9. During all construction activities, the **CONTRACTOR** shall have a project supervisor on-site.

ATTACHMENT 1

BID No. 2024-07 **CONTRACTOR'S AFFIDAVIT**

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

I acknowledge receipt of the following addenda.

Addendum # __1__ Date: 06/21/2024	Addendum # _____ Date: _____
Addendum # __2__ Date: 07/01/2024	Addendum # _____ Date: _____
Addendum # _____ Date: _____	Addendum # _____ Date: _____

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

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

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

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public – State of Florida

ATTACHMENT 2

BID No. 2024-07 CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

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

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

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

1. Person to Contact _____ Title _____

Telephone # _____ Fax #_____Email _____

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

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

_____

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

_____

_____

5. Prepare a list as indicated on Attachment 3 – Completed Projects (attached) of the last five (5) projects of this type your organization has completed.

6. Prepare a list as indicated on Attachment 4 – Current Projects (attached) of projects of this type that your organization is currently engaged in. Have you ever failed to complete any work awarded to you? _____

When? _____

Where? _____

Why? _____

ATTACHMENT 3
BID No. 2024-07 **COMPLETED PROJECTS**

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

ATTACHMENT 3
COMPLETED PROJECTS
(CONTINUED)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

ATTACHMENT 4
BID No. 2024-07 **CURRENT PROJECTS**

1. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

ATTACHMENT 4
CURRENT PROJECTS
(CONTINUED)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

ATTACHMENT A

BID No. 2024-07 NO LOBBYING ACKNOWLEDGEMENT

_____ is the authorized representative of

_____,

(Name of contractor, firm or individual)

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

_____ _____

Date Signature

ATTACHMENT B
BID No. 2024-07 ANTI-COLLUSION & NO GIFTS AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

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

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

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

_____
Affiant

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by _____.

_____
Signature of Notary Public
State of Florida

(stamp)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT C

BID No. 2024-07 PUBLIC ENTITY CRIME AFFIDAVIT

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

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by:_____

(print individual's name and title)

for: _____

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

_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY

PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by _____.

_____

Signature of Notary Public

(stamp)

State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT D
BID No. 2024-07 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

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

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

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

YES _____ NO _____

Name(s) Position(s)

_____

_____

_____

_____
Affiant

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

2024, by _____.

_____
Signature of Notary Public

(stamp) State of Florida

ATTACHMENT E

BID No. 2024-07 **IMMIGRATION LAW AFFIDAVIT**

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

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

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

STATE OF FLORIDA
COUNTY OF _____

_____

Affiant

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

2024, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT F

BID No. 2024-07 DRUG-FREE WORKPLACE AFFIDAVIT

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Affiant

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by _____.

_____

Signature of Notary Public

(stamp) State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

BID No. 2024-07 **ATTACHMENT G**

EXCEPTIONS TO SOLICITATION

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

Specification	Page	Item	Not Available/Explanation

BID No. 2024-07 **ATTACHMENT H**

AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

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

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

   by:_____
   (print individual's name and title)

   for:_____
   (print name of entity submitting sworn statement)

   whose business address is: _____.

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

3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

   ☐ The entity **is not** participating in a boycott of Israel.

   ☐ The entity **is** participating in a boycott of Israel.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____, 2024.

Personally known _____ OR Type of Identification Produced: _____

_____

Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP

Bid No. 2024-07 **ATTACHMENT I**

IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

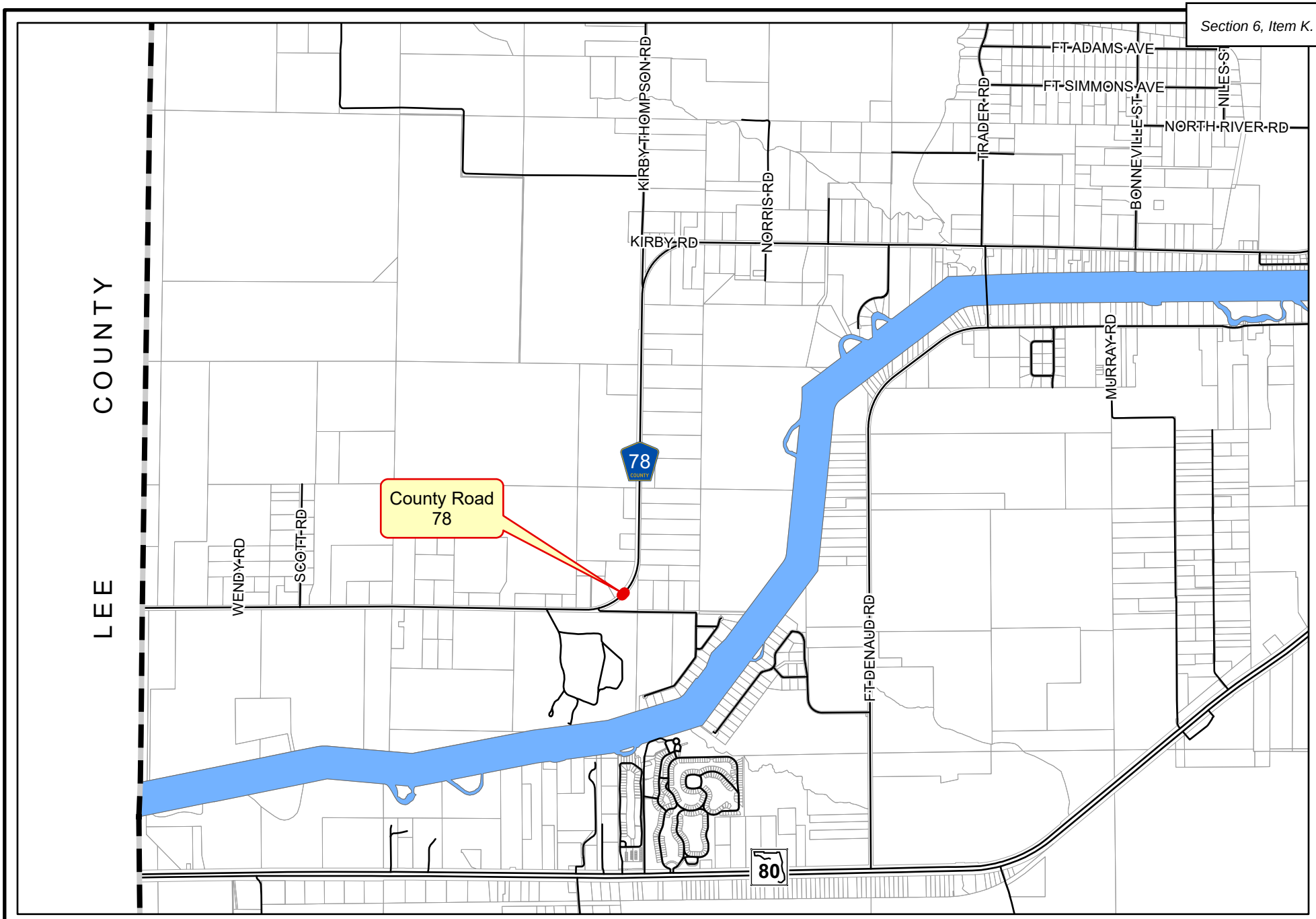
The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers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

_____ _____

Date Signature

EXHIBIT "A"
BID No. 2024-07 **CR78 PROJECT LOCATION MAP**

NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
County Road 78

Misc Paving 2024 Map 1.PDF

May 20, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR

EXHIBIT "B"
BID No. 2024-07 SW EUCALYPTUS BLVD PROJECT LOCATION MAP

NEXT PAGE

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
SW Eucalyptus Blvd

Misc Paving 2024 Map 2.PDF

May 20, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR

EXHIBIT "C"
BID No. 2024-07 HELMS ROAD PROJECT LOCATION MAP

NEXT PAGE

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
Helms Rd

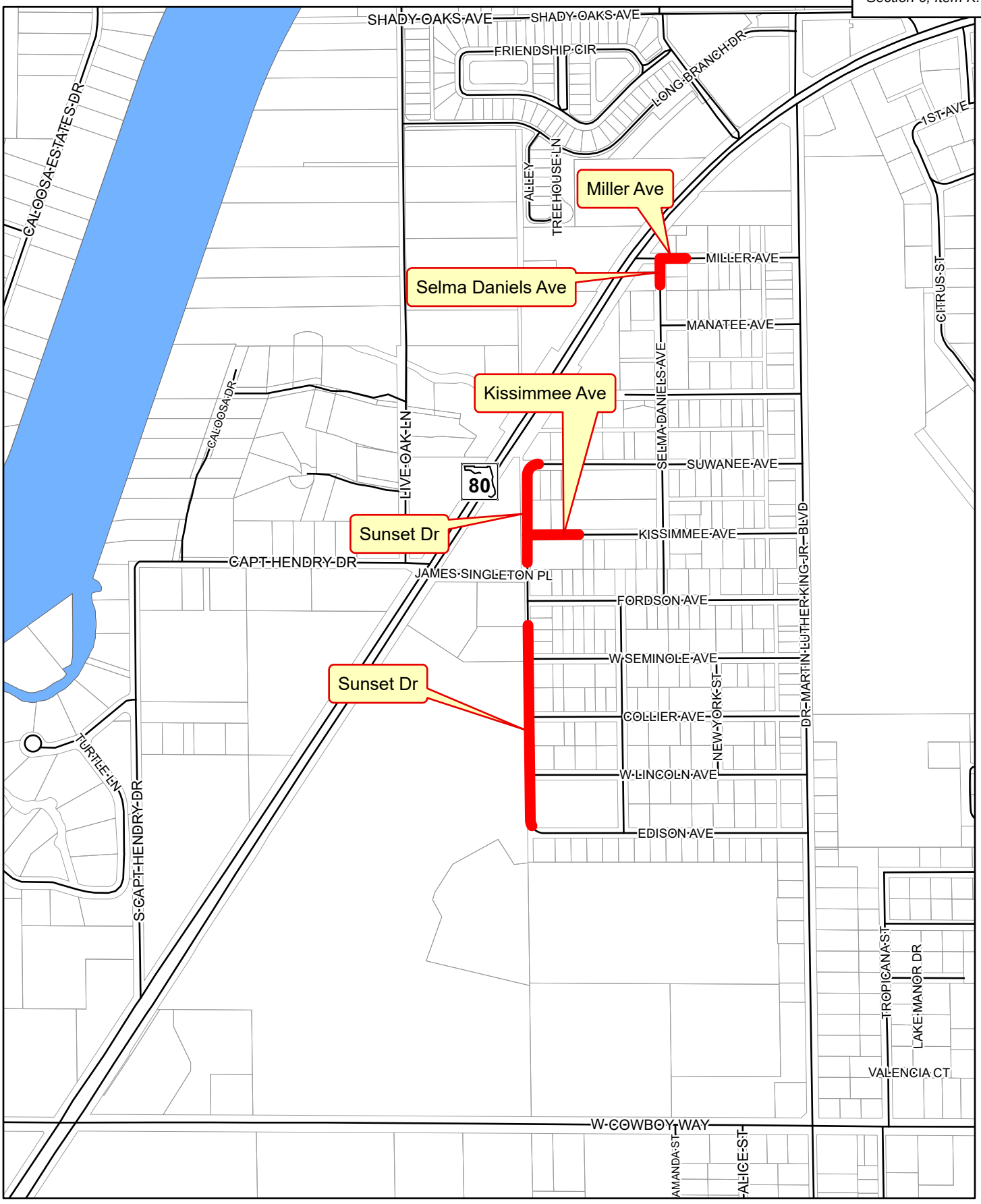
Misc Paving 2024 Map 3.PDF

May 30, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR

EXHIBIT "D"
BID No. 2024-07 CITY OF LABELLE ROADS PROJECT LOCATION MAP

NEXT PAGE



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
City of LaBelle

Misc Paving 2024 Map City.PDF

May 21, 2024

HENDRY COUNTY
GIS DEPARTMENT
STEVEN L. McCORMICK,
COORDINATOR

Bid No. 2024-07

ADDENDUM No. 1

JUNE 21, 2024

INVITATION TO BID FOR COUNTY WIDE MISCELLANEOUS PAVING IN HENDRY COUNTY, FLORIDA

The following is Addendum No. 1 to the above noted invitation to bid in Hendry County which clarifies and amends the bid documents. This sheet must be acknowledged in the bid package on page 63 which is scheduled to be opened on July 10, 2024 at 2:00 PM.

General Information

1. The Pre-Bid Meeting Sign in Sheet has been provided as part of this addendum.

2. The Pre-Bid Meeting Conference Agenda has been provided as part of this addendum.

3. The KMZ file depicting the location limits of all roads has been provided as part of this addendum.

4. Additions – Section V: Bid Schedule – Please note a Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle) table has been included in the Bid Schedule.

5. Clarification – Section V: Bid Schedule – Please note the County and/or City reserves the right to remove line items or reduce quantities if is in the best interest of the County and/or City.

6. Clarification – Section V: Bid Schedule – Please note the County and/or City reserves the right to provide Maintenance of Traffic in lieu of the Contractor to reduce project costs.

7. Revised bid documents have been uploaded in place of the previously posted documents.

8. The last day to submit questions for review and answer is Friday, June 28, 2024 at 12:00 P.M.

Pre-Bid Meeting - Bid #2024-07, County Wide Miscellaneous Paving in Hendry County Thursday, June 13, 2024 at 2:00 P.M.				
No.	Name	Company	Phone	E-mail
1	Robert Peterson	OHLA-USA	239 229 6925	robert.peterson@ohla-usa.com
2	Ida Ferding	Ajax Paving	305 898 1270	iferding@ajaxpaving.com
3	Eddie Ley	Collier Paving & Concrete	239-719-7087	eddie@collierpave.com
4	Jorge Hernandez	Hendry County	863-612-4726	jorge.hernandez@hendryfla.net
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Pre-Bid Conference Agenda

Project: ITB #2024-07, County Wide Miscellaneous Paving in Hendry County, Florida

Pre-Bid Meeting Date and Time: June 13, 2024 at 2:00 P.M.

Pre-Bid Meeting Location: 99 E Cowboy Way, LaBelle, FL – Hendry County Engineering Conference Room

Opening Date and Time: July 10, 2024 at 2:00 P.M.

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1. **Introductions and Sign-In Sheet**

    a. Owner – Hendry County Board of County Commissioners

2. **Project Scope**

    The Hendry County Board of County Commissioners and the City of LaBelle are seeking bids from qualified contractors to perform miscellaneous road paving work and pavement marking services on County and City maintained roadways. The work consists of mobilization, maintenance of traffic, bump milling, leveling, overlaying, and pavement marking services of various roads located in LaBelle, FL. Please refer to Exhibits "A" – "C" in the bid documents for location maps for work to be conducted on Hendry County maintained roads. Please refer to Exhibit "D" in the bid documents for a location map of work to be conducted on the City of LaBelle maintained roads.

    Hendry County
    - CR78 (Segment)
    - SW Eucalyptus Blvd (Segment)
    - Helms Road (Segment)

    City of LaBelle
    - Sunset Drive (North Segment)
    - Sunset Drive (South Segment)
    - Kissimmee Ave (Segment)
    - Miller Ave/Selma Daniels Ave (Segment)

    All work is to be done according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2023-24 Edition.

    Please note that all quantities listed in the Bid Schedule in Section V are ESTIMATES ONLY.

    Specifications presented in Section II: Scope of Work in the bid documents.

3. **Project Documents**

    a. Invitation to Bid #2024-07 bid packet (Bid documents: Bid form and all attachments)

4. **Bid Submittal Procedures**

    a. Complete and sign the bid form and all attachments included in the bid packet.

b. Sealed Bids will be received by the Board of County Commissioners of Hendry County, Florida, for "County Wide Miscellaneous Paving in Hendry County, Florida". In order to be considered, bids must be received by the Board of County Commissioners, c/o the Clerk of the Circuit Court, Attn: Kimberley Barrineau, Clerk of Circuit Court, at the C.E. Hall Building, Room A-226, Hendry County Courthouse Complex, 25 E. Hickpochee Avenue, LaBelle, Florida by July 10, 2024 at 2:00 P.M., at which time all responses to this request will be recorded in the presence of one or more witnesses.

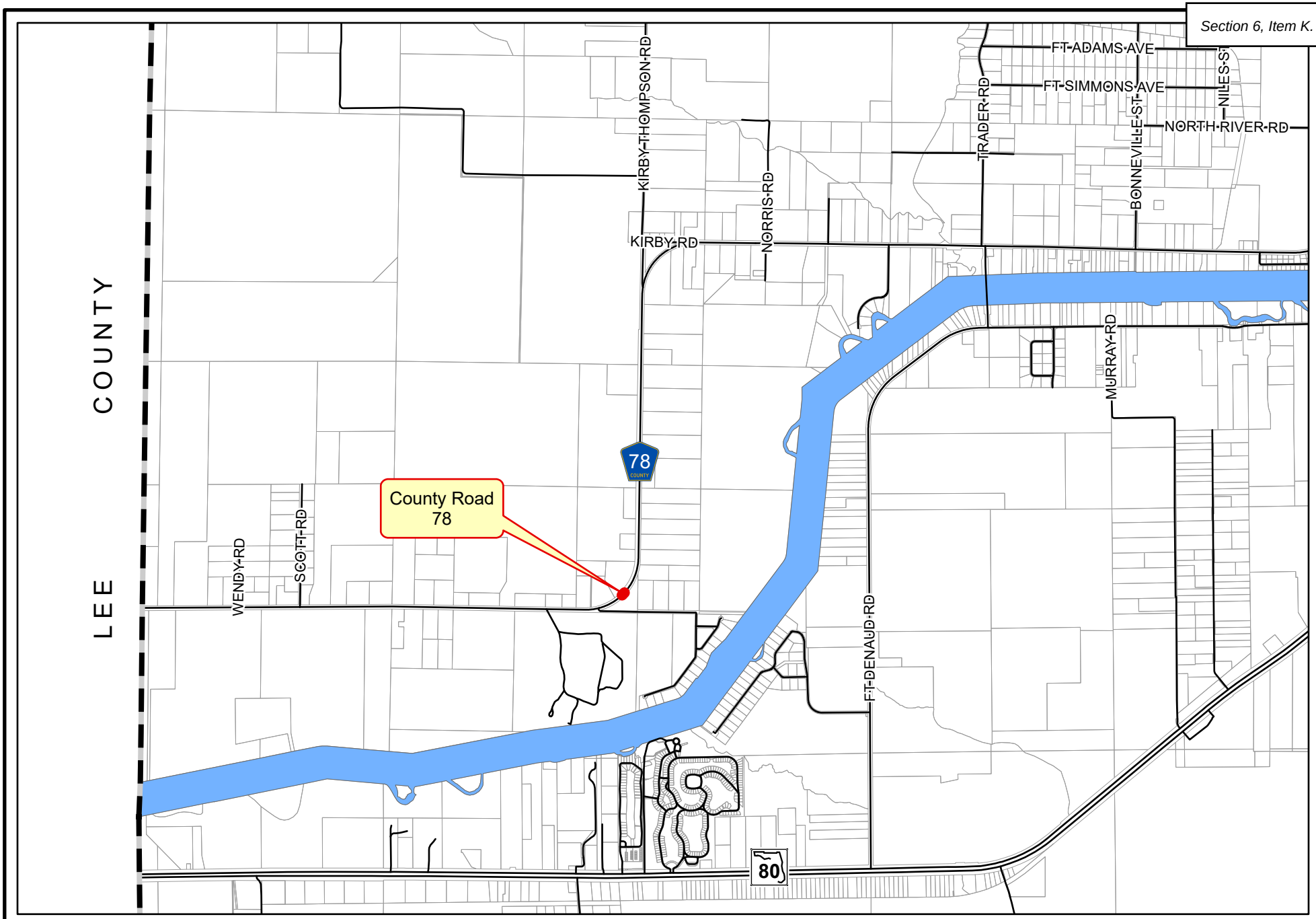
5. Bid Questions Cutoff Date

- Any questions are to be directed to Hendry County Project Engineer, Jorge Hernandez, at jorge.hernandez@hendryfla.net. All questions will be answered and provided in the form of an addendum. All contractors must acknowledge all addenda when submitting their bid. The last day to submit questions via e-mail for review and answer is **Friday, June 28, 2024 at 12:00 P.M.**

6. Contract Time

The Contract time shall commence upon the date of commencement provided in the Notice to Proceed (NTP) or, if the date of commencement is not provided in the NTP, upon the date of Contractor's receipt of the Notice to Proceed (NTP). The Contractor shall be expected to commence construction within fifteen (15) calendar days after the date of commencement, be substantially completed within **sixty (60) calendar days** from the date of commencement, and reach final completion within thirty (30) calendar days after Substantial Completion, a total of **ninety (90) days, the Contract Time**. The liquidated damages provision of the Procurement Documents will be strictly enforced for Contractor's failure to complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted.

7. Any questions?



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
County Road 78

Misc Paving 2024 Map 1.PDF

May 20, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR

THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
SW Eucalyptus Blvd

Misc Paving 2024 Map 2.PDF

May 20, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR

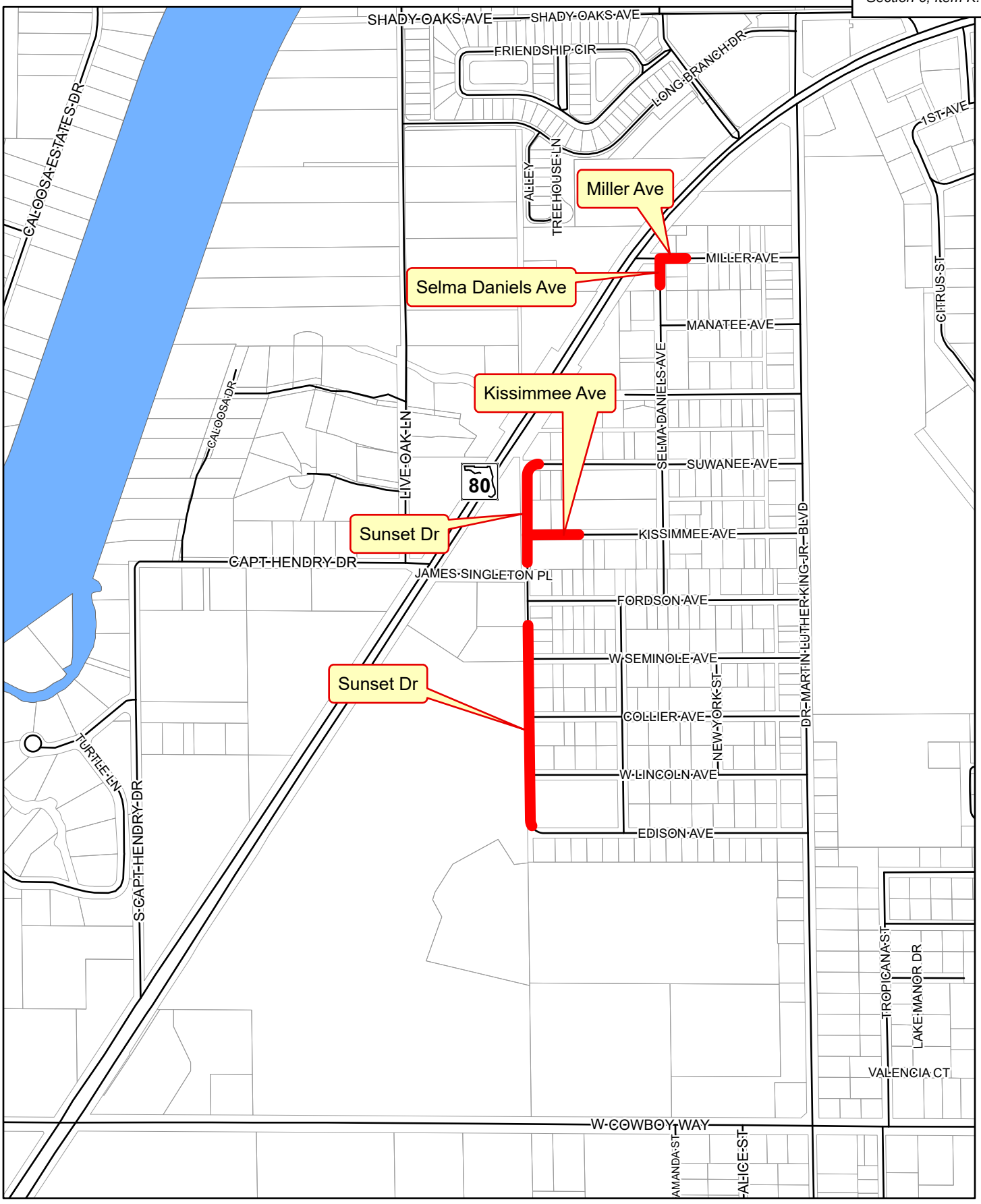
THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
Helms Rd

Misc Paving 2024 Map 3.PDF

May 30, 2024

HENDRY COUNTY GIS DEPARTMENT
STEVEN L. McCORMICK, COORDINATOR



THIS MAP HAS BEEN COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE AND THE HENDRY COUNTY GIS DEPARTMENT DOES NOT ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS CONTAINED HEREON

Miscellaneous Paving Location
City of LaBelle

Misc Paving 2024 Map City.PDF

May 21, 2024

HENDRY COUNTY
GIS DEPARTMENT
STEVEN L. McCORMICK,
COORDINATOR

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
1 1/2” Asphaltic Concrete, S-III	SY	174	$	$
Paint, Standard, White, Solid, 6”	GM	0.029	$	$
Paint, Standard, Yellow, Solid, 6”	GM	0.029	$	$
Raised Pavement Marker, Type B	EA	4	$	$
			Bid Total	$

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
1 1/2” Asphaltic Concrete, S-III	SY	243	$	$
Paint, Standard, White, Solid, 6”	GM	0.034	$	$
Paint, Standard, Yellow, Solid, 6”	GM	0.034	$	$
Raised Pavement Marker, Type B	EA	4	$	$
			Bid Total	$

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
2” Asphaltic Concrete, S-III	SY	11,074	$	$
Paint, Standard, White, Solid, 6”	GM	1.609	$	$
Paint, Standard, Yellow, Solid, 6”	GM	0.972	$	$
Paint, Standard, Yellow, Skip, 6” (10/30)	GM	0.306	$	$
Raised Pavement Marker, Type B	EA	170	$	$
			Bid Total	$

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	$

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
Thermoplastic, Standard, White, Solid, 24” for Stop Line	LF	30	$	$
Sunset Drive (North Segment)				
1 1/2” Asphaltic Concrete, S-III	SY	1,289	$	$
Sunset Drive (South Segment)				
1 1/2” Asphaltic Concrete, S-III	SY	2,311	$	$
Kissimmee Ave				
1 1/2” Asphaltic Concrete, S-III	SY	689	$	$
Miller Avenue/Selma Daniels Ave				
1 1/2” Asphaltic Concrete, S-III	SY	560	$	$
			City of LaBelle Bid Total	$

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)	$

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items or reduce quantities if is in the best interest of the County and/or City.

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

_____

Phone Number: _____

ATTACHMENT 1
BID No. 2024-07 **CONTRACTOR'S AFFIDAVIT**

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

I acknowledge receipt of the following addenda.

Addendum # __1__ Date: 06/21/2024	Addendum # _____ Date: _____
Addendum # _____ Date: _____	Addendum # _____ Date: _____
Addendum # _____ Date: _____	Addendum # _____ Date: _____

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

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

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

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public – State of Florida

Bid No. 2024-07

ADDENDUM No. 2

JULY 1, 2024

INVITATION TO BID FOR COUNTY WIDE MISCELLANEOUS PAVING IN HENDRY COUNTY, FLORIDA

The following is Addendum No. 2 to the above noted invitation to bid in Hendry County which clarifies and amends the bid documents. This sheet must be acknowledged in the bid package on page 63 which is scheduled to be opened on July 10, 2024 at 2:00 PM.

General Information

1. Additions – Section V: Bid Form – CR78 (Segment) – Milling Depth 2" pay item has been added to the bid schedule

2. Additions – Section V: Bid Form – Helms Road (Segment) – Thermoplastic, Standard, White, Solid, 24" for Stop Line pay item and additional asphalt and striping quantities have been added to the bid schedule to account for the aprons at Collingswood Pkwy and Alwood Dr.

3. Revisions – Section V: Bid Form – CR78 (Segment) – 1" Asphaltic Concrete, S-III (Leveling Course) and 1" Asphaltic Concrete, S-III (Overlay) pay items have been included in the bid schedule. Two 1" lifts are required.

4. Revisions – Section V: Bid Form – Helms Road (Segment) – 1" Asphaltic Concrete, S-III (Leveling Course) and 1" Asphaltic Concrete, S-III (Overlay) pay items have been included in the bid schedule. Two 1" lifts are required.

5. Clarification – Section II: Scope of Work – The Contractor shall follow all specifications presented in Section II: Scope of Work prior to and when placing asphalt.

6. Revised bid documents have been uploaded in place of the previously posted documents.

7. Questions are no longer being accepted at this time.

Questions from Vendors

1. **Will Hendry County going to be locking the lime rock in on 78 as well as SW Eucalyptus over drainage pipe with asphalt prior to us paving or should we include this in our pricing?**
   The CR78 segment is currently patched with hot mix asphalt. The bid table for CR78 has been revised to incorporate Milling Depth 2", 1" Asphaltic Concrete, S-III (Leveling Course), and 1" Asphaltic Concrete, S-III (Overlay) pay items. The SW Eucalyptus Blvd segment is currently baserock graded. The bid table for SW Euacalyptus Blvd will remain as is and Hendry County will refine the baserock grading prior to the Contractor paving this segment. The Contractor shall follow all specifications presented in Section II: Scope of Work prior to and when placing asphalt.

2. **Since the S-III asphalt mix has a max lift thickness of 1.5", this will have to be done in two lifts, correct?**
   The CR78 and Helms Road segments are to be paved in two lifts of 1" Asphaltic Concrete, S-III (Leveling Course) and 1" Asphaltic Concrete, S-III (Overlay).

3. **For the city portion, do we need to include the cost of the manhole riser rings in our bid items?**
   No, the City of LaBelle will provide any manhole riser rings found within the City project limits.

4. **Will we be paving the radius at Helms Rd and Collingswood Pkwy? If so, a stop bar will need to be added.**
   Yes, the aprons at Collingswood Pkwy and Alwood Dr will be paved. The bid table for Helms Road has been revised to incorporate a Thermoplastic, Standard, White, Solid, 24" for Stop Line pay item and additional asphalt and striping quantities have also been included.

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
Milling Depth 2”	SY	174	$	$
1” Asphaltic Concrete, S-III (Leveling Course)	SY	174	$	$
1” Asphaltic Concrete, S-III (Overlay)	SY	174	$	$
Paint, Standard, White, Solid, 6”	GM	0.029	$	$
Paint, Standard, Yellow, Solid, 6”	GM	0.029	$	$
Raised Pavement Marker, Type B	EA	4	$	$
			Bid Total	$

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
1 1/2” Asphaltic Concrete, S-III (Overlay)	SY	243	$	$
Paint, Standard, White, Solid, 6”	GM	0.034	$	$
Paint, Standard, Yellow, Solid, 6”	GM	0.034	$	$
Raised Pavement Marker, Type B	EA	4	$	$
			Bid Total	$

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
1” Asphaltic Concrete, S-III (Leveling Course)	SY	11,414	$	$
1” Asphaltic Concrete, S-III (Overlay)	SY	11,414	$	$
Paint, Standard, White, Solid, 6”	GM	1.609	$	$
Paint, Standard, Yellow, Solid, 6”	GM	1.010	$	$
Paint, Standard, Yellow, Skip, 6” (10/30)	GM	0.306	$	$
Raised Pavement Marker, Type B	EA	170	$	$
Thermoplastic, Standard, White, Solid, 24” for Stop Line	LF	24	$	$
			Bid Total	$

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	$

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$	$
Maintenance of Traffic (MOT)	LS	1	$	$
Thermoplastic, Standard, White, Solid, 24” for Stop Line	LF	30	$	$
Sunset Drive (North Segment)				
1 1/2” Asphaltic Concrete, S-III	SY	1,289	$	$
Sunset Drive (South Segment)				
1 1/2” Asphaltic Concrete, S-III	SY	2,311	$	$
Kissimmee Ave				
1 1/2” Asphaltic Concrete, S-III	SY	689	$	$
Miller Avenue/Selma Daniels Ave				
1 1/2” Asphaltic Concrete, S-III	SY	560	$	$
			City of LaBelle Bid Total	$

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)	$

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items, segments or reduce quantities if is in the best interest of the County and/or City.

Firm Name: _____

By (Printed): _____

By (Signature): _____

Title: _____

Address: _____

_____

Phone Number: _____

ATTACHMENT 1
BID No. 2024-07 CONTRACTOR'S AFFIDAVIT

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

I acknowledge receipt of the following addenda.

Addendum # __1__ Date: 06/21/2024	Addendum # _____ Date: _____
Addendum # __2__ Date: 07/01/2024	Addendum # _____ Date: _____
Addendum # _____ Date: _____	Addendum # _____ Date: _____

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

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

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

State of Florida
County of _____

This foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, who is personally known to me or produced _____ as identification.

_____
Signature of Notary Public – State of Florida

INVITATION TO BID FOR
COUNTY WIDE MISCELLANEOUS PAVING
IN HENDRY COUNTY, FLORIDA

BID No. 2024-07

OPENING DATE AND TIME: JULY 10, 2024 AT 2:00 P.M

Hendry County
"Sweet, Friendly...Country"

Prepared by: Hendry County Engineering Department
Dated: July 1, 2024

SECTION V

BID FORM

BID No. 2024-07

TO: Hendry County Clerk of Circuit Court
Attn: Kimberley Barrineau, Clerk of Circuit Court
C.E. Hall Building
25 East Hickpochee Ave.
Administrative Wing, 2nd Floor, Room A-226
LaBelle, Florida 33935

RE: County Wide Miscellaneous Paving in Hendry County, Florida

FROM: Ajax Paving Industries of Florida, LLC
Bidder's Name

One Ajax Drive
Address

North Venice FL 34275
City, State and Zip Code

July 2, 2024	941-486-3600	flestimate@ajaxpaving.com
Date	Phone Number	Email Address

A. The undersigned, as bidder, does hereby declare that he has familiarized himself with the area affected by the work, local conditions affecting the cost of the work, Construction Documents including the Invitation to Bid, Project Plans, Specifications and Exhibits thereto and any addenda to such Construction Documents, and hereby proposes to furnish all materials and perform all work required in strict accordance with the provisions of such documents for the consideration of prices quoted in the Bid Schedule, which prices include any and all costs and profit associated with completing the scope of in accordance with the Procurement Documents.

B. The undersigned understands that the quantities shown in the Bid Schedule are approximate only and are intended principally to serve as a guide in evaluating bids and are subject to either increase or decrease. All quantities of work, whether increased or decreased are to be performed at the unit price stated in the Bid Schedule. The Owner reserves the right to modify or delete items listed in the Bid Schedule in order to make use of all available funding. Such modifications shall be made solely at the Owner's discretion.

C. The undersigned affirms that in making this bid, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work and further affirms that such bid is made

without regard or reference to any other bidder and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with any other person or persons with reference to such bidding in any way or manner whatsoever.

D. The undersigned, when notified of the acceptance of this bid, does hereby agree to enter into a construction contract with the Owner, within fifteen (15) days from the date on the notice of acceptance unless such term is extended by the County, and he shall provide all required bonds and certificates of insurance.

E. The undersigned further agrees that if awarded the contract he will commence the work on the date provided in the Notice to Proceed or, if no date is provided, within fifteen (15) calendar days after the date of the Notice to Proceed, and that he will complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted. If the undersigned fails to complete any phase of the work within the given timeframe or if he fails to complete all of the work on or before the expiration of the allowed calendar days, then and in that event, he further expressly agrees that, for each day that any phase of the work under this Contract remains uncompleted thereafter, the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as scheduled in the Contract and retain for failure of the undersigned to complete the Contract on or before the expiration of the scheduled critical timeframe(s).

   The undersigned agrees that the Owner's damages caused by delay are capable of being established but would be difficult to measure accurately or completely and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

F. In submitting this bid it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities, to reject all bids and to negotiate with the apparent qualified low bidder if necessary. It is agreed that THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF ONE HUNDERED FIFTY (150) DAYS after the opening thereof.

G. The undersigned has attached hereto a Certified Check, or Bid Bond in the sum of 5% of amount of bid Dollars ($ 5% of bid) payable to Hendry County, as required in the procurement document, and the undersigned agrees that in case he fails to fulfill his obligations under the aforementioned bid, Hendry County may, at its option, determine that the undersigned has abandoned his rights and interests in such bid and that the cashier's check or bid bond accompanying his bid has been forfeited. Otherwise, the cashier's check or bid bond shall be returned to the undersigned upon the execution of the contract and the acceptance of the bonds and insurance required therein, or upon rejection of his bid.

H. The undersigned affirms that he has completed, as applicable, signed and included in his bid the forms, security, statements, documents, and memoranda required by the procurement documents.

A bid shall be considered unresponsive and shall be rejected if it fails to include these fully executed statements or if the bidder fails to furnish required data. When a determination has been made to award a contract to a specific contractor, such contractor shall, prior to award, furnish such other pertinent information and assurances regarding his own employment policies and practices as well as those of his proposed subcontractors, as the Owner or State Office of Contract Compliance may require. The bidder shall furnish similar statements executed by each of his first tier and second tier subcontractors whose contracts equal ten thousand ($10,000.00) dollars or more. No subcontract shall be awarded to any non-complying subcontractor.

I. The undersigned affirms that he has completed all of the blank spaces in the Bid Schedule and has verified that quantities shown on the Bid Schedule are reasonably accurate. In the case of a tie bid price, the Owner may negotiate a price with each low tie bidder.

J. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U. S. Secretary of Labor and Hendry County were used in the preparation of this bid.

K. The undersigned affirms that Bidder's Equal Employment Opportunity Policy is designed to further the provision of equal employment opportunity to all persons seeking employment and to assure that all employees are treated during employment without regard to their age, race, religion, color, national origin, sex, or disability. Such Policy applies to Bidder's employment practices including: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

L. Bidder certifies that the bid prices contained in this bid include compensation for providing Owner indemnification as provided in Section 6.24 of the General Conditions

M. The undersigned acknowledges receipt of the addenda described in Contractor's Certification submitted herewith.

N. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the Date of Final Acceptance, unless otherwise specified within the Procurement Documents.

O. The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the Owner based on the attached Bid Schedule and qualifying documents.

P. The legal status of the undersigned is (the bidder shall complete the appropriate following sub-section (1), (2), or (3) and strike out the other two):

(1) A corporation duly organized and doing business under the laws of the State of Florida, for whom bearing official title of Director of Estimating, whose signature is affixed to this bid, is duly authorized to execute contracts.

If a Foreign Corporation or non-State of Florida Corporation, provide date qualified in State declared above: _____(date).

Name and address of agent: _____
for service of process: _____
_____

(Out of state contractor must also provide name and address of Florida process agent.)

(2) A partnership, all of the members of which, with addresses (designate general partners):

_____

_____

_____

If all partners are non-residents of Florida, designate name and address of agent required for service of process located in Florida.

(3) Mr./Ms. _____ is the individual whose signature is affixed to this bid

BID SCHEDULE

HENDRY COUNTY

CR78 (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$ 4424.35	$ 4424.35
Maintenance of Traffic (MOT)	LS	1	$ 1850.46	$ 1850.46
Milling Depth 2"	SY	174	$ 47.58	$ 8278.92
1" Asphaltic Concrete, S-III (Leveling Course)	SY	174	$ 29.00	$ 5046.00
1" Asphaltic Concrete, S-III (Overlay)	SY	174	$ 29.00	$ 5046.00
Paint, Standard, White, Solid, 6"	GM	0.029	$ 4302.23	$ 124.76
Paint, Standard, Yellow, Solid, 6"	GM	0.029	$ 4302.23	$ 124.76
Raised Pavement Marker, Type B	EA	4	$ 24.58	$ 98.32
			Bid Total	$ 24,993.57

SW Eucalyptus Blvd (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$ 2129.42	$ 2129.42
Maintenance of Traffic (MOT)	LS	1	$ 1850.46	$ 1850.46
1 1/2" Asphaltic Concrete, S-III (Overlay)	SY	243	$ 42.47	$ 10320.21
Paint, Standard, White, Solid, 6"	GM	0.034	$ 4302.23	$ 146.28
Paint, Standard, Yellow, Solid, 6"	GM	0.034	$ 4302.23	$ 146.28
Raised Pavement Marker, Type B	EA	4	$ 24.58	$ 98.32
			Bid Total	$ 14,690.97

Helms Road (Segment)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$ 6582.69	$ 6582.69
Maintenance of Traffic (MOT)	LS	1	$ 7401.84	$ 7401.84
1" Asphaltic Concrete, S-III (Leveling Course)	SY	11,414	$ 8.22	$ 93823.08
1" Asphaltic Concrete, S-III (Overlay)	SY	11,414	$ 8.22	$ 93823.08
Paint, Standard, White, Solid, 6"	GM	1.609	$ 4302.23	$ 6922.29
Paint, Standard, Yellow, Solid, 6"	GM	1.010	$ 4302.23	$ 4345.25
Paint, Standard, Yellow, Skip, 6" (10/30)	GM	0.306	$ 1075.56	$ 329.12
Raised Pavement Marker, Type B	EA	170	$ 24.58	$ 4178.60
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	24	$ 30.73	$ 737.52
			Bid Total	$ 218,143.47

Hendry County Bid Total (CR78 + SW Eucalyptus Blvd + Helms Road)	$ 257,828.01

CITY OF LABELLE

City of LaBelle (Segments)	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	$ 10411.96	$ 10411.96
Maintenance of Traffic (MOT)	LS	1	$ 7406.14	$ 7406.14
Thermoplastic, Standard, White, Solid, 24" for Stop Line	LF	30	$ 30.73	$ 921.90
Sunset Drive (North Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	1,289	$ 13.61	$ 17543.29
Sunset Drive (South Segment)				
1 1/2" Asphaltic Concrete, S-III	SY	2,311	$ 13.72	$ 31706.92
Kissimmee Ave				
1 1/2" Asphaltic Concrete, S-III	SY	689	$ 15.87	$ 10934.43
Miller Avenue/Selma Daniels Ave				
1 1/2" Asphaltic Concrete, S-III	SY	560	$ 33.11	$ 18541.60
			City of LaBelle Bid Total	$ 97466.24

Total Overall Combined Bid For All Roads (Hendry County + City of LaBelle)	$ 355,294.25

Edges will be clipped by Hendry County. Contractor will broom and clean all surfaces to be paved and ensure they are free of any loose debris, sand and/or sediment. All tie end joints to be butt joints milled a minimum of 4 feet. All surfaces to be leveled and/or paved shall have tack coat or prime (depending surface being paved) applied prior to placing asphalt. Each site will be cleaned up, free of any contractor trash or debris and all excess asphalt piles to be removed. Contractor to furnish MOT (maintenance of traffic) at all locations. There will be no full road closures but lane closures with proper MOT is permitted. All asphalt thickness dimensions are referring to compacted thickness.

The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the County based on the attached Bid Schedule and qualifying documents. Please note given project funding limitations the County and/or City reserves the right to remove line items, segments or reduce quantities if is in the best interest of the County and/or City.

Firm Name: Ajax Paving Industries of FL LLC

By (Printed): Lee Strauss

By (Signature): Lee Strauss

Title: Estimator/Project Manager

Address: One Ajax Drive

N. Venice, Fl 34275

Phone Number: 941-238-8833

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	HENDRY CO BD OF COMMISSIONERS	**Contact:**	Jorge Hernandez
Address:	25 E Hickpochee Avenue, P O BOX 1760	**Phone:**	863-675-5220
	LABELLE, FL 33935 USA	**Fax:**	
Project Name:	County Wide Miscellaneous Paving	**Bid Number:**	LS24-211
Project Location:		**Bid Date:**	7/10/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CR78 (Segment)					
1	Mobilization	1.00	LS	$4,424.35	$4,424.35
2	Maintenance of Traffic (MOT)	1.00	LS	$1,850.46	$1,850.46
3	Mill Existing Asphalt 2"	174.00	SY	$47.58	$8,278.92
4	1" Asphaltic Concrete, S-III (Leveling Course)	174.00	SY	$29.00	$5,046.00
5	1" Asphaltic Concrete, S-III (Overlay)	174.00	SY	$29.00	$5,046.00
6	Paint, Standard, White, Solid, 6"	0.03	GLMI	$4,302.23	$124.76
7	Paint, Standard, Yellow, Solid., 6"	0.03	GLMI	$4,302.23	$124.76
8	Raised Pavement Marker, Type B	4.00	EACH	$24.58	$98.32
	Total Price for above CR78 (Segment) Items:				**$24,993.57**
SW Eucalyptus Blvd (Segment)					
9	Mobilization	1.00	LS	$2,129.42	$2,129.42
10	Maintenance of Traffic (MOT)	1.00	LS	$1,850.46	$1,850.46
11	1 1/2" Asphaltic Concrete, S-III	243.00	SY	$42.47	$10,320.21
12	Paint, Standard, White, Solid, 6"	0.03	GLMI	$4,302.23	$146.28
13	Paint, Standard, Yellow, Solid 6"	0.03	GLMI	$4,302.23	$146.28
14	Raised Pavement Marker, Type B	4.00	EACH	$24.58	$98.32
	Total Price for above SW Eucalyptus Blvd (Segment) Items:				**$14,690.97**
Helms Road (Segment)					
15	Mobilization	1.00	LS	$6,582.69	$6,582.69
16	Maintenance of Traffic (MOT)	1.00	LS	$7,401.84	$7,401.84
17	1" Asphaltic Concrete, S-III (Leveling Course)	11,414.00	SY	$8.22	$93,823.08
18	1" Asphaltic Concrete, S-III (Overlay)	11,414.00	SY	$8.22	$93,823.08
19	Paint, Standard, White, Solid, 6"	1.61	GLMI	$4,302.23	$6,922.29
20	Paint, Standard, Yellow, Solid, 6"	1.01	GLMI	$4,302.23	$4,345.25
21	Paint, Standard, Yellow, Skip, 6" (10/30)	0.31	GLMI	$1,075.56	$329.12
22	Raised Pavement Marker, Type B	170.00	EACH	$24.58	$4,178.60
23	Thermoplastic, Standard, White, Solid, 24" for Stop Line	24.00	LF	$30.73	$737.52
	Total Price for above Helms Road (Segment) Items:				**$218,143.47**
City Of LaBelle (Segments)					
24	Mobilization	1.00	LS	$10,411.96	$10,411.96
25	Maintenance of Traffic (MOT)	1.00	LS	$7,406.14	$7,406.14
26	Thermoplastic, Standard, White, Solid., 24" for Stop Line	30.00	LF	$30.73	$921.90
	Total Price for above City Of LaBelle (Segments) Items:				**$18,740.00**
City Of LaBelle (Segments) - Sunset Drive (North Segment)					
27	1 1/2" Asphaltic Concrete, S-III	1,289.00	SY	$13.61	$17,543.29

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	HENDRY CO BD OF COMMISSIONERS	**Contact:**	Jorge Hernandez
Address:	25 E Hickpochee Avenue, P O BOX 1760	**Phone:**	863-675-5220
	LABELLE, FL 33935 USA	**Fax:**	
Project Name:	County Wide Miscellaneous Paving	**Bid Number:**	LS24-211
Project Location:		**Bid Date:**	7/10/2024

Total Price for above City Of LaBelle (Segments) - Sunset Drive (North Segment) Items: $17,543.29

City Of LaBelle (Segments) - Sunset Drive (South Segment)

28	1 1/2" Asphaltic Concrete, S-III	2,311.00	SY	$13.72	$31,706.92

Total Price for above City Of LaBelle (Segments) - Sunset Drive (South Segment) Items: $31,706.92

City Of LaBelle (Segments) - Kissimmee Ave

29	1 1/2" Asphaltic Concrete, S-III	689.00	SY	$15.87	$10,934.43

Total Price for above City Of LaBelle (Segments) - Kissimmee Ave Items: $10,934.43

City Of LaBelle (Segments) - Miller Avenue/Selma Daniels Ave

30	1 1/2" Asphaltic Concrete, S-III	560.00	SY	$33.11	$18,541.60

Total Price for above City Of LaBelle (Segments) - Miller Avenue/Selma Daniels Ave Items: $18,541.60

Total Bid Price: $355,294.25

Notes:

- This Proposal is based on ___ Mobilizations. Additional Mobilizations will be $2,500 each.
- This Proposal includes ONLY those items and services specifically described above.
- This Proposal is based on ___ Mobilizations. Additional Mobilizations will require negotiation of price.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on construction prior to October 31, 2024. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- Quote is based on plans dated _____.
- Prime contractor to supply the following: on site staging yard, water source, sanitation facilities, survey & construction layout, erosion control, sawcutting, QA/QC testing (except for asphalt paving), MOT, utility coordination, as-builts, light plants, FHP.
- Pricing does not include striping, temp asphalt, asphalt curb pad, roadway restoration due to underground work, utility adjustments, demolition, clear/grub, excavation, embankment, grading, base, stabilization, permits, security badging, OJT, drop off protection, driveway maintenance.
- Pricing includes bond.
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.
- Ajax Paving will not be responsible for damage to asphalt by third parties. Repairs can be made based on T&M rates.
- Ajax Paving can provide it's own MOT for lane closures at $3,000 per shift if requested by Prime. Prime to supply MOT Devices.
- Prime contractor may elect to provide Ajax with MOT or Ajax can provide it's own MOT (Prime to supply MOT devices).
- Pricing as shown is for daytime work only.

Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax.™

To:	HENDRY CO BD OF COMMISSIONERS	**Contact:**	Jorge Hernandez
Address:	25 E Hickpochee Avenue, P O BOX 1760 LABELLE, FL 33935 USA	**Phone:** **Fax:**	863-675-5220
Project Name:	County Wide Miscellaneous Paving	**Bid Number:**	LS24-211
Project Location:		**Bid Date:**	7/10/2024

ACCEPTED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:
Ajax Paving Industries Of Florida, LLC

Authorized Signature: _____

Estimator: Lee Strauss
941-238-8833 lstrauss@ajaxpaving.com

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Ajax Paving Industries of Florida, LLC
One Ajax Drive,North Venice, FL 34275

as Principal, hereinafter called Principal, and

Liberty Mutual Insurance Company
175 Berkeley Street,Boston, MA 02116

a corporation duly organized under the laws of the State of **Massachusetts**
as Surety, hereinafter called Surety, are held and firmly bound unto

Hendry County Board of County Commissioners
25 E. Hickpochee Avenue,LaBelle, FL 33935

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5% of Bid**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

County Wide Miscellaneous Paving in Hendry County, Florida - Bid No.: 2024-07

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of July, 2024.

Ajax Paving Industries of Florida, LLC

Kara Coggins
(Witness)

Christie Alvaro
(Principal) (Seal)

Christie Alvaro (Title) Director of Estimating

Liberty Mutual Insurance Company

Jessica Light
(Witness)

(Surety) (Seal)

Holly Nichols
(Title)

Holly Nichols, Attorney in Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ATTACHMENT 1
BID No. 2024-07 **CONTRACTOR'S AFFIDAVIT**

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

I acknowledge receipt of the following addenda.

Addendum # 1 Date: 06/21/2024	Addendum # _____ Date: _____
Addendum # 2 Date: 07/01/2024	Addendum # _____ Date: _____
Addendum # _____ Date: _____	Addendum # _____ Date: _____

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

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

Ajax Paving Industries of Florida, LLC
Name of Business

Authorized Signature

Christie Alvaro, Director of Estimating
Name & Title, Printed

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

One Ajax Drive
Mailing Address
North Venice FL 34275
City, State & Zip Code
941-486-3600/941-486-3500
Telephone Number/Fax Number
flestimate@ajaxpaving.com
Email Address

State of Florida
County of Sarasota

This foregoing instrument was acknowledged before me this 2nd day of July, 2024, by Christie Alvaro, who is personally known to me or produced n/a - (personally known) as identification.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

Signature of Notary Public – State of Florida

ATTACHMENT 2

BID No. 2024-07 CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

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

SUBMITTED BY: Ajax Paving Industries of Florida, LLC ( ) Individual
Company
One Ajax Drive ( ) Partnership
Street or PO Box
North Venice FL 34275 (✓) Corporation
City, State & Zip Code
941-486-3600/941-486-3500 ( ) Joint Venture
Phone/Fax/Email

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

1. Person to Contact Kara Coggins/Jessica Canon Title Bid / Contract Specialist

Telephone # 941-486-3600 Fax # 941-486-3500 Email flestimate@ajaxpaving.com

2. How many years has your organization been in business as a licensed Contractor under your present name: 16 years Year established : 2008

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

We have operated under the name of Ajax Paving Industries, Inc. since April 18, 1951

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

Please see attached Resolution

5. Prepare a list as indicated on Attachment 3 – Completed Projects (attached) of the last five (5) projects of this type your organization has completed. ***Please see attached "Completed Contracts"****

6. Prepare a list as indicated on Attachment 4 – Current Projects (attached) of projects of this type that your organization is currently engaged in. Have you ever failed to complete any work awarded to you? No ***Please see attached " Status of Contracts on Hand"***

When? _____

Where? _____

Why? _____

Ajax Paving Industries of Florida, LLC

An Equal Opportunity Employer

One Ajax Drive • North Venice, FL 34275
Main: 941.486.3600 • Fax: 941.486.3500

July 24, 2023

RESOLUTION OF THE BOARD OF DIRECTORS OF

AJAX PAVING INDUSTRIES OF FLORIDA, LLC

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filling of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:

Michael A. Horan
Chief Executive Officer/Manager

Vince Hafeli
President

Scott Pittman
Executive Vice President-Marketing and Government Affairs

Andre DeCraene
Executive Vice President - Operations

Dave Reid
Senior Estimator

Joseph Minich
Regional Vice President, Tampa

Felipe Jaramillo
Engineer Director

Mickey Cox
Vice President of Plants and Materials

Ryan Felmet
Chief Financial Officer

Matt Desotell
Regional Vice President, Ft. Myers

Matthew Horan
Regional Vice President, North Venice

John Savage
Director of Quality Control

Natalie Woody
Secretary/Treasurer

Christie Alvaro
Director of Estimating

Jamie Simmons
Assistant Secretary

Clay Cross
Regional Vice President, Lake Wales

Lauren Taylor
Estimator

Lee Strauss
Estimator

Mark Miller
Estimator

Sharon Radford
Estimator

BID No. 2024-07

ATTACHMENT 3
COMPLETED PROJECTS

1. Project Title and Location ***Please see attached "Completed Contracts"***

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

ATTACHMENT 3
COMPLETED PROJECTS
(CONTINUED)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
$5,052,711.83		2023	E1S92 - US301 Manatee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$3,587,382.02		2023	T1836 - SR758 from SR 72 (Stickney Point Rd to Shadow Lawn Way Sarasota County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$20,052,828.47		2023	T1676 SR 45 (US 41) Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,197,475.62		2023	T1834 SR 93 (I-75) Collier County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$8,663,207.39		2023	T1841 SR25 (US27) Glades County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$8,140,323.35		2023	H1I08 - Ian Hurricane Repairs Multiple Counties	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,664,000.00		2023	SR 688 - Pavement Only Resurfacing Pinellas County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,276,307.87		2023	E8T75 -Suncoast Parkway Hernando County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$382,400.00		2023	E7Q42 Simmons Loop to Big Bend Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$375,800.00		2023	E7Q43 Summerfield Crossing Blvd Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$452,700.00		2023	E7Q44 Summmerfield Crossing Harbor Haze Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$229,500.00		2023	E7P84 SR600 Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$500,000.00		2023	T7383 US 19 Repair Citrus County	David Nelson Construction 3483 Alt 19 Palm Harbor, FL 34683
$3,397,760.34		2023	E7016 US 92 Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$229,500.00		2023	E7P84 - Fast Response Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$21,358,192.62		2023	E7R15 US301 N of Lake St Charles Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$5,184,769.99		2023	E8U17 Veterans Expressway Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,030,376.00		2023	E1U10 SR 35 at Colbert Rd Polk County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$12,306,212.00		2022	E7R15 - US 301/SR 45, SR 676A at Bloomingdale & I-75 DB Hillsboro County, FL	FDOT 605 Suwanee Street Tallahassee, FL 32399
$20,942,319.00		2022	FPN 201032 (T1709) Mill/Resurface/Widen SR 93 (I-75) Manatee Manatee County, FL	SACYR Construction Miami, FL
$2,778,928.00		2022	T7424 - CR 578 New Northern Alignment- 257298-5-52-01	FDOT 605 Suwanee Street Tallahassee, FL 32399
$9,180,244.00		2022	T7468- SR45/US41/Broad St.- 441386-FAP D720038B	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
				605 Suwanee Street Tallahassee, FL 32399
$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
$12,306,212.00		2022	E7R15 - US 301/SR 45, SR 676A at Bloomingdale & I-75 DB Hillsboro County, FL	FDOT 605 Suwanee Street Tallahassee, FL 32399
$20,942,319.00		2022	FPN 201032 (T1709) Mill/Resurface/Widen SR 93 (I-75) Manatee Manatee County, FL	SACYR Construction Miami, FL
$2,778,928.00		2022	T7424 - CR 578 New Northern Alignment- 257298-5-52-01	FDOT 605 Suwanee Street Tallahassee, FL 32399
$9,180,244.00		2022	T7468- SR45/US41/Broad St.- 441386-FAP D720038B	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399

Completed Contracts

AJAX PAVING INDUSTRIES OF FLORIDA LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
$1,988,002.00		2021	E1S54 (SR 31) Charlotte Charlotte County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,309,731.00		2021	T1789 SR45 (US41) Lee Lee County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,786,500.00		2021	E1T47 - db - SR35 (US17) Hibiscus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$473,930.00		2021	438086 (T1779) 13th Ave at SR 55	MSB Services, LLC 3204 Lena Rd Bradenton, FL 34211
$187,855.00		2021	E1R18 Two #37 US 441 and NE 9	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,875,007.00		2021	T1747 SR 45 Sarasota 43355 Sarasota County	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$3,268,595.00		2021	FPN 198017 T1717 Mill/Resurface	Bergeron Land Development, Inc. 19612 SW 69th Place Fort Lauderdale, FL 33332
$766,832.00		2021	E1R18 SR 60 & 80 foot Rd	FDOT 605 Suwanee Street Tallahassee, FL 32399
$4,526,602.00		2021	E7R17 - I275 SR 93 Bus	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,145,423.00		2021	E7M17 - Ro - Mill/Resurface	FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,383,694.00		2021	E7M95 Alt US 19	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,302,812.00		2021	E7M94 - SR674/SR45	FDOT 605 Suwanee Street Tallahassee, FL 32399
$891,067.00		2021	E7R25 Withlacoochee Trail	FDOT 605 Suwanee Street Tallahassee, FL 32399
$318,920.00		2021	T7466 SR573 S Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$868,111.00		2021	Two #1 - E7R11 Dale Mabry Hillsborough County	FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,112,559.00		2021	T7446 SR 50 (Cortez Blvd)	FDOT 605 Suwanee Street Tallahassee, FL 32399
$59,387,878.00		2020	E1Q29 SR 82 Lee 425841 Lee County, FL	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$1,545,442.02		2020	North 2 Utilities Extension Project - Contract 6	72059 - Southwest Utility Systems Inc 16341 Old US 41 South Fort Myers, FL 33912
$1,545,429.00		2020	M&S North 2 UEP contract 4	Mitchell and Stark 6001 Shirley Street Naples, FL 34116
$2,166,031.00		2020	City of Cape Coral Utilities North 2 UEP Contract 1	Guymann Construction 305 SW 3rd Street Cape Coral, FL 33991
$1,424,437.00		2020	City of Cape Coral Utilities North 2 UEP Contract 7 Cape Coral, FL	Guymann Construction 305 SW 3rd Street Cape Coral, FL 33991
$1,292,173.00		2020	City of Cape Coral Utilities North 2 UEP Contract 11 Cape Coral, FL	72059 - Southwest Utility Systems Inc 16341 Old US 41 South Fort Myers, FL 33912
$82,371.00		2020	Naples Municipal Airport Naples, FL	57845 - Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913
$537,649.14		2020	Babcock National Phase 1	68581 - Ryangolf Corporation 614 S. Military Trail Deerfield Beach, FL 33442
$231,714.61		2020	Corkscrew Shores Final Lift Phases 2 and 3	18016 - Corkscrew Lakes, LLC

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
				21101 Design Parc Ln #103 Estero, FL 33928
$36,156.97		2020	Waste Management Repairs	17803 - Classics Plantation Estates HOA 3001 Executive Drive Suite 260 Clearwater, FL 33762
$141,025.00		2020	Barron Collier Highschool Track	34029 - Halfacre Construction Company 7015 Professional Pkwy E Sarasota, FL 34240
$11,524,723.71		2020	T1722 SR 25 (US 27) Glades 438060 D118118B	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$58,463,650.80		2020	T1997 SR 80 Hendry 408286	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$2,960,704.57		2020	West Villages Parkway Intersection Improvements North Port, Sarasota County	82216 - West Villages Improvement District 2501 Burns Road Suite A Palm Beach Gardens, FL 33410
$11,247,918.06		2020	2019 County Paving Program Port Charlotte, Sarasota County	17700 - Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948
$1,049,558.32		2020	Taxiway "D" Extension Venice, Sarasota County	77000 - City of Venice 200 N Warfield Avenue Venice, FL 34285
$950,617.45		2020	FPN 439432 (T1753) D119009B Mill and Resurface (CA19-056) North Port, Sarasota County	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$240,831.37		2020	Routine Road Maintenance 2019 City of North Port - PO #48192 North Port, Sarasota County	56000 - City of North Port 1100 N. Chamberlain Blvd North Port, FL 34286
$1,214,745.21		2020	Venice Resurfacing Project, Phase 2 Venice, Sarasota County	77000 - City of Venice 200 N Warfield Avenue Venice, FL 34285
$43,000.00		2020	PGT Loading Area Venice, Sarasota County	60521 - PGT Industries, Inc 1070 Technology Drive Nokomis, FL 34275
$597,037.37		2020	Little Bullfrog Creek - ITB 17182 Misc Construction Project Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
$39,088.00		2020	WO20 - Balm Wimauma Resurfacing - ITB 17182 Misc Const Projec Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
$84,000.00		2020	Wo17 - BOCC Curb & Gutter Repair - ITB 17182 Misc Const Hillsborough County, FL	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
$1,368,000.00		2020	IFB-ML-19-055 - Little Road Pasco County, FL	59889 - Pasco County BOCC 38053 Live Oak Ave Dade City, FL 33523
$1,858,279.05		2020	IFB-ML-19-054 - Mitchell Blvd Pasco County, FL	59889 - Pasco County BOCC 38053 Live Oak Ave Dade City, FL 33523
$6,237,367.00		2020	SR 37 Polk County - FPN 434937 Polk County, FL	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$925,463.52		2020	WO 25 - Virginia Park - 14 C 35 Hillsborough County, FL	74121 - City of Tampa 306 E Jackson Street 2E Tampa, FL 33602
$1,176,903.29		2020	NW Regional Water Reclaimation Facility Expansion	20045 - Garney/Wharton- Smitch a Joint Venture 370 E Crown Point Rd Winter Garden, FL 34787
$4,372,157.44		2020	SR 45 (US41) (50th St) FPN 434848 Hillsborough County, FL	60600 - PCS Civil, INC 6920 Asphalt Ave Tampa, FL 33614
$953,552.41		2020	City of Pinellas Park Road Resurfac Pinellas County, FL	61594 - City of Pinellas Park PO Box 1100 Pinellas Park, FL 33780
$1,064,771.87		2020	Bay to Bay Blvd - Pavement Treatment Program Tampa, Hillsborough County	34255 - Hillsborough County BOCC PO Box 1110 Tampa, FL 33601
$700,239.80		2020	SWWRF Capacity Upgrades Tampa, Hillsborough County	34049 - The Haskell Company PO Box 45275 Jacksonville, FL 32202
$187,950.35		2020	Terminal Apron Rehabilitation - Sebring Airport Sebring, Desoto County	34224 - GLF Construction Corp 1428 Brickell Ave Miami, FL 33131
$987,716.73		2020	FPN 428957 (T7406) SR 93A (I75) Off Ramp Interchange	61950 - Prince Contracting Co

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
			Tampa, Hillsborough County	10210 Highland Manor Drive Suite 110 Tampa, FL 33610
$3,027,443.05		2020	2017/2018 Street Improvement Project - New Port Richey New Port Richey, Pasco County	61717 - City of New Port Richey 5919 Main Street New Port Richey, FL 34652
$68,918.00		2020	Demo of Red Side Rental Car Garage @ TIA Tampa, Hillsborough County	44480 - Kimmins Contracting Corp 1501 2nd Ave Tampa, FL 33605
$147,742.77		2020	Polk Pkwy Widening MP 18-22 Lakeland, Polk County	25000 - FDOT 605 Suwanee Street Tallahassee, FL 32399
$6,432,013.03		2019	FPN 434937-1-52-01 (E1P92) SR 37 From CR630 (Lithia Pinecrest) Polk County	FDOT/Keystone Civil 2635 Windguard Circle, Suite 102 Wesley Chapel, FL 33544
$6,851,830.78		2019	FPN 434765-1-52-01 (E7K19) SR 56 Extension, Pasco County	Cone & Graham, Inc. P.O. Box 310167 Tampa, FL 33680
$1,509,643.95		2019	FPN 436491-1-52-01 SR (T7409) 60/E. Kennedy, Downtown Tampa	FDOT 11201 N. McKinley Drive Tampa, FL 33612
$2,924,620.68		2019	FPN 434806-1-52-01 (T7401) SR 693/S. Pasadena Ave., Pinellas County	FDOT 11201 N. McKinley Drive Tampa, FL 33612
$7,298,572.25		2019	FPN 201032-6-52-01 & 201032-6-56-01 (T1664) SR 64 Interchange @ SR 93 (I-75) Bradenton, Manatee County	Prince Contracting, LLC 10210 Highland Manor Drive, Suite 110 Tampa, FL 33610
$2,179,806.79		2019	FPN 436580 (E1R06) Mill/Resurface/Widen SR 70 Desoto	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$1,723,727.04		2019	FPN 439432 (T1753) D119009B Mill & Resurface (CA19-056)	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$20,796,482.11		2019	2017 County Paving Program	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
$2,124,098.61		2019	FPN 422710 (E1P91) Mill/Resurface/Widen US 41 Sarasota	Russell Engineering, Inc. 10704 Portal Crossing Bradenton, FL 34211
$12,539,709.14		2019	2018 County Paving Program	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
$7,562,484.06		2019	CR-665 Widening And Resurfacing	Hardee County BOCC 412 W Orange St., Room 103 Wachula, FL 33873
$7,206,012.55		2019	FPN 436586 (T1706) Mill/resurface SR 35 and SR 64 Hardee	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$2,384,669.95		2019	West Villages Parkway Intersection Improvements	West Villages Improvement District 19503 S West Villages Parkway, #A3 Venice, FL 34293
$1,929,250.64		2019	Resurfacing FY18, Increment 2 (Sarasota County)	Sarasota County Trans V017300 1001 Sarasota Center Blvd. Sarasota, FL 34240
$49,312,465.39		2019	E1Q29 SR 82 Lee	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$26,496,890.50		2019	T1687 SR 93 (I-75) Charlotte 413042	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$915,852.79		2019	E1Q77 Golden Gate Estates 8th St NE Bridge Collier	Bergeron Land Development, Inc. 19612 SW 69 Place Fort Lauderdale, FL 33332
$1,088,005.44		2019	Major Road Resurfacing FY2019	City of Cape Coral 1015 Cultural Park Blvd Cape Coral, FL 33990
$5,064,195.00		2018	FPN 198017 (T1606) Add Lanes/Mill/Resurface SR 45A Sarasota Sarasota County	Bergeron Land Development, Inc. 19612 SW 69 Place Fort Lauderdale, FL 33332
$2,059,531.00		2018	Midway Boulevard Widening- Phase II Charlotte County	Forsberg Construction Inc 645 Charlotte Street Punta Gorda, FL 33950

Contract Amount	Classes of Work Codes	Year Completed	Where Located City-County	Name & Address of Official to Whom You Refer
$14,671,706.00		2018	FPN 431316 (T1647) Mill/Resurface/Widen SR 45 (US 41) Charlo Charlotte County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$23,769,328.00		2018	2016 County Paving Program Charlotte County	Charlotte County Purchasing 18500 Murdock Circle Port Charlotte, FL 33948-1094
$4,912,660.00		2018	FPN 414547 (T1650) Widen/Reconstruction SR 35 (US 17) Hardee Hardee County	Watson Civil Construction, Inc 319 West Town Place Suite 25 St. Augustine, FL 32092
$1,425,312.00		2018	Arcadia Street Rehab RFP Bid No.2016-02 Desoto County	City of Arcadia PO Box 1000 Arcadia, FL 34266
$4,579,524.00		2018	Venice Rehabilitation Of Public Use Aircraft Parking Aprons Sarasota County	City of Venice 401 West Venice Avenue Venice, FL 34285
$4,151,704.00		2018	Resurfacing FY 17, Area O&P Sarasota County	Sarasota County Trans V017300 1001 Sarasota Center Blvd Sarasota, FL 34240
$20,004,380.00		2018	D/B Golden Gate Boulevard 4-Lane, East Of Wilson Boulevard Collier County	Collier BOCC 2671 Airport Road Court Plaza 3 Naples, FL 34112
$27,028,969.00		2018	T1598 SR 93 (I-75) Charlotte & Sarasota 413044 Sarasota & Charlotte County	Astaldi Construction Corporation 8220 SR 84 Suite 300 Davie, FL 33324
$10,552,837.00		2018	Rehab Of Runway 5-23 & Assoc. Taxiways At Page Field Lee County	Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913-8338
$6,229,008.00		2018	E1P89 SR 35 (US 17) Desoto 436920 Desoto County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$1,137,219.00		2018	Del Prado Boulevard Resurfacing Lee County	Lee County Bd of Commissioners 1500 Monroe Street Fort Myers, FL 33901
$1,292,367.00		2018	Rehab Of Runway 13-31 & Assoc. TW's At Page Field Airport P2 Lee County	Owen-Ames-Kimball Company 11941 Fairway Lakes Drive Fort Myers, FL 33913-8338
$2,208,085.00		2018	Aspen Blvd & Birchwood Pkwy In Port LaBelle Resurfacing Proj Glades County	Glades County BCC PO Box 395 Moore Haven, FL 33471
$3,214,889.00		2018	E1Q75 SR 29 Hendry 436598 Hendry County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$1,819,211.00		2018	Automated People Mover Slip Ramp Hillsborough County	Kimmins Contracting Corp 1501 2nd Avenue Tampa, FL 33605
$5,458,500.00		2018	FPN 431492 (E7K97) Mill/Resurface 40th Street / US 41 Hills Hillsborough County	Florida Department of Transportation - District 7 11201 N. McKinley Drive MS 7-1300 Tampa, FL 33612
$8,500,714.00		2018	Taxiway Rehabilitation @ PIE Phase 2 - P.O. 424804 Pinellas County	Pinellas County BOCC PO Box 2438 Clearwater, FL 33757
$3,052,331.00		2018	Programmed Maint. Pvmt Rehab (Massachusetts/Ridge/Starkey) Pasco County	Pasco County Purchasing BCC 38053 Live Oak Avenue Dade City, FL 33523-3894
$7,552,224.00		2018	FPN 434929 (T1678) Mill/Resurface SR 93 (I-75) Manatee Manatee County	Florida Department of Transportation - District 1 P.O. Box 1249 MS 1-8 Bartow, FL 33831-1249
$1,324,073.00		2018	W. Bloomingdale Ave (945) - Hillsborough Co Pav't Treatment Hillsborough County	Hillsborough County Board of County Commissioners BOCC Hillsborough County Florida PO Box 1110 Tampa FL 33601
$1,355,243.00		2018	Pasco City Asphalt Resurfacing & Pavement Rehab IFB-DL-15-252 Pasco County	Asphalt Paving Systems 9021 Wire Road Zephyrhills, FL 33540
$1,004,425.00		2018	Treasure Island Causeway Trail Project No. 13075-112 Pinellas County	City of St Petersburg PO Box 1257 St Petersburg, FL 33731-1257

BID No. 2024-07

ATTACHMENT 4
CURRENT PROJECTS

1. Project Title and Location ***Please see attached " Status of Contracts on Hand"***

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

2. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

3. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

ATTACHMENT 4
CURRENT PROJECTS
(CONTINUED)

4. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

5. Project Title and Location _____

Your Contract Amount _____

Contractor or Sub _____

Required Completion Date _____

Actual Completion Date _____

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

_____

_____

State of Florida Department of Transportation
(Status of Contracts on Hand)

The Future is Riding on Ajax.™

7/1/2024 7:00:04 AM

Contractor Name: Ajax Paving Industries of Florida, LLC
Address: One Ajax Drive, North Venice, FL 34275

All 'Active' Projects (Owner, Location and Desc)	Contract (or) Subcontract Amt	Amt Sublet to Others	Balance of Contract Amt	Uncompleted Amounts	
				As Prime Contractor	As Subcontractor
*** Total Private Projects ***	$9,189,800.00	$1,303,300.00	$7,886,500.00	$644,000.00	$1,491,600.00
IFB-ML-19055 - 2018-19 Mill & Resurface E of US 41 (MASTER) (30119- 04)	$6,375,500.00	$0.00	$6,375,500.00	$6,375,500.00	$0.00
Ajax-E1R87 Design Build I-75(SR 93) @ US 301 Interchange Man (104021-)	$58,135,300.00	$42,699,000.00	$15,436,300.00	$3,742,000.00	$0.00
T1852 - 447872 - D123056B - US 301 FROM 12TH ST TO DR MLK JR (105124-)	$3,034,200.00	$1,827,400.00	$1,206,700.00	$1,206,700.00	$0.00
Resurfacing Siesta Key - Bid #232514JR - Sarasota County (105324-)	$9,490,100.00	$1,741,400.00	$7,748,700.00	$7,748,700.00	$0.00
T1858-441560-1-52-01 - D122043B - SR 681 US 41 to I-75 Saras (107623-)	$6,892,200.00	$2,189,700.00	$4,702,500.00	$227,900.00	$0.00
E1V10-441550-SR 45(US 41) N of Port Commons to State College (109223-)	$14,459,300.00	$5,074,200.00	$9,385,000.00	$6,972,200.00	$0.00
CONSTRUCTION OF TAXIWAY CHARLIE AND FOXTROT REHABILITATION (109622-)	$6,099,500.00	$3,043,900.00	$3,055,700.00	$323,200.00	$0.00
E1U97-447896-SR 789 -Longboat Club to SR 64 Manatee/Sarasota (110022-)	$3,990,000.00	$2,308,400.00	$1,681,600.00	$99,900.00	$0.00
Charlotte County - 2023 County Paving Program - 2023000348 (110623-)	$13,820,500.00	$3,645,600.00	$10,174,800.00	$1,991,700.00	$0.00
Ringling Blvd. & Pine Pl. Roundabout - City of Sarasota (113923-)	$3,722,500.00	$2,269,900.00	$1,452,600.00	$1,104,600.00	$0.00
T1789 SR 45 (US 41) Lee 436931 D120038B (257720-)	$2,309,700.00	$1,431,700.00	$878,000.00	$90,300.00	$0.00
Cape Coral Parkway Eastbound Turn Lane Extension At Del Prad (263721-)	$217,100.00	$121,300.00	$95,800.00	$1,200.00	$0.00
T1834 SR 93 (I-75) Collier 446320 D121090B (269822-)	$4,147,500.00	$1,744,300.00	$2,403,100.00	$180,900.00	$0.00
City Of Ft Myers RFQ #0007-21 Paving & Drainage Repairs (271322-)	$591,700.00	$99,600.00	$492,100.00	$27,900.00	$0.00
T1815 SR 45 (US 41) Lee 444640 D121099B (271522-)	$9,881,000.00	$4,955,000.00	$4,925,900.00	$88,900.00	$0.00
Taxiway D Reconstruction (272422-)	$9,641,800.00	$2,549,900.00	$7,092,000.00	$546,800.00	$0.00
H1I08 - TWO #32 - SR 865 San Carlos Blvd Lee 451802 (272722-)	$22,700.00	$3,300.00	$19,500.00	$800.00	$0.00
REHAB OF AIRSIDE PAVEMENTS AT PAGE FIELD AIRPORT AREA A (272822-)	$5,998,100.00	$2,997,200.00	$3,000,900.00	$1,993,000.00	$0.00
H1I08 - TWO #66 - SR 681 N of US 41 Sarasota 451800 (272922-)	$385,300.00	$35,000.00	$350,300.00	$111,500.00	$0.00
H1I08 - TWO #30 - US 17 NB (E. Olympia Ave) Charlotte 451804 (273022-)	$26,500.00	$1,100.00	$25,500.00	$2,500.00	$0.00
H1I08 - TWO #55 - I-75 NB At MP 2.13 Sarasota 451800 (273122-)	$26,800.00	$1,100.00	$25,700.00	$4,500.00	$0.00
H1I28 TWO 01 I-75 At Jacaranda Blvd Sarasota 452331 (273922-)	$37,700.00	$7,300.00	$30,400.00	$7,900.00	$0.00
H1I08 - TWO #54 - US 17 Washout Mare Branch Desoto 451808 (274022-)	$29,100.00	$1,400.00	$27,700.00	$8,800.00	$0.00
H1I28 TWO 05 I-75 At River Road Sarasota 452331 (274122-)	$61,200.00	$18,500.00	$42,700.00	$2,400.00	$0.00
H1I08 - TWO #64 - US 41 S Of Bayview Parkway Sarasota 451800 (274322-)	$57,200.00	$1,000.00	$56,200.00	$18,700.00	$0.00

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H1I08 - TWO #60 - I-75 At Rampart Blvd Charlotte 451804 (274922-)	$42,400.00	$1,700.00	$40,700.00	$18,600.00	$0.00
CONSTRUCTION OF UNIMPROVED ALLEYS (275222-)	$2,827,700.00	$1,913,000.00	$914,700.00	$159,900.00	$0.00
Replace 6" PVC Irrigation Main Contract #QUT2372JM (276923-)	$180,000.00	$153,000.00	$27,000.00	$4,000.00	$0.00
Lehigh Acres Arterial Roads Resurfacing 3 FY23 A (278523-)	$1,549,600.00	$207,500.00	$1,342,100.00	$43,600.00	$0.00
Mainsail Drive @ Piazza Lane Intersection Improvements (279123-)	$191,900.00	$83,300.00	$108,600.00	$13,400.00	$0.00
Forum Blvd Paving Project ITB 0064-23 (279523-)	$1,170,700.00	$173,900.00	$996,700.00	$73,400.00	$0.00
Three Oaks Resurfacing - Alico Rd to San Carlos Blvd 3 FY24B (281623-)	$1,273,500.00	$186,500.00	$1,087,000.00	$13,900.00	$0.00
County Wide Arterials - Bonita Beach Rd 3 FY22 B (283124-)	$1,613,600.00	$518,600.00	$1,095,000.00	$1,095,000.00	$0.00
County Wide Arterials - Daniels Pkwy 3 FY24 C (283624-)	$1,041,600.00	$226,300.00	$815,300.00	$815,300.00	$0.00
0071-23 Winkler Avenue Right Turn Lane Imp Lee 447897 (283824-)	$373,400.00	$142,600.00	$230,800.00	$230,800.00	$0.00
T1872 SR 78 Lee 447875 D123069B (284124-)	$1,943,100.00	$846,400.00	$1,096,700.00	$1,096,700.00	$0.00
T1883 SR 80 Lee 446292 D123032B (284324-)	$19,611,600.00	$5,049,100.00	$14,562,600.00	$14,562,600.00	$0.00
ITB# 0012-24 Citywide Milling And Overlay Services (284424-)	$3,529,500.00	$660,800.00	$2,868,700.00	$2,868,700.00	$0.00
Major Roads Resurfacing FY24 - City of Cape Coral (284924-)	$11,741,900.00	$1,692,700.00	$10,049,200.00	$10,049,200.00	$0.00
T1885 SR 78 (Pine Island Rd) Lee 446291 D123093B (285324-)	$11,093,900.00	$5,603,300.00	$5,490,700.00	$5,490,700.00	$0.00
Asphalt Overlay & Patching Svcs FY 20-23 - Pinellas (318020-)	$2,948,700.00	$42,100.00	$2,906,600.00	$2,348,700.00	$0.00
BP University Locations - 19970 Const Svcs Ditch Work (332423-)	$114,300.00	$105,100.00	$9,100.00	$6,900.00	$0.00
Gallagher Rd - 19970 Const Svcs Ditch Work (332823-)	$74,900.00	$64,900.00	$10,000.00	$6,700.00	$0.00
Providence Ridge Blvd - 19970 Const Svcs Ditch Work (334523-)	$83,700.00	$6,300.00	$77,500.00	$9,600.00	$0.00
S. Miller Rd - 19777 Gen Rdwy Resurfacing Svcs (337922-)	$952,800.00	$176,100.00	$776,700.00	$218,000.00	$0.00
TWO 12 E7R27 SR 55 (US 19) CO 11 (342822-)	$73,200.00	$16,100.00	$57,100.00	$0.00	$0.00
Runway 9-27 Rehab & Taxiway A E.- ITB 21-CG0065/DK-Hernando (347021-)	$11,319,200.00	$2,593,900.00	$8,725,300.00	$336,300.00	$0.00
Port Sutton Rd - ITB 22664 Neighborhood Roadway Resurfacing (353023-)	$583,400.00	$53,600.00	$529,800.00	$72,500.00	$0.00
Old Big Bend Rd - ITB 22664 Neighborhood Roadway Resurfacing (353323-)	$503,200.00	$116,800.00	$386,400.00	$386,400.00	$0.00
Madison St. - Pasco Co. Annual Sidewalk (354123-)	$426,300.00	$15,200.00	$411,100.00	$125,000.00	$0.00
E7P32 SR 682-Resurfacing Pinellas FPN 441652 (356622-)	$6,041,600.00	$2,061,400.00	$3,980,100.00	$60,900.00	$0.00
22-0650-E-PIE Runway 18-36 Pavement Maintenance (357422-)	$2,628,000.00	$335,800.00	$2,292,200.00	$538,700.00	$0.00
E7P97 SR699/Gulf Blvd.- Drainage Improvements (361923-)	$323,100.00	$20,900.00	$302,200.00	$10,400.00	$0.00
E7N96 SR 694 (Gandy Blvd) Pinellas FPN 441650 (362223-)	$7,424,400.00	$2,097,100.00	$5,327,200.00	$746,700.00	$0.00
ARPA Paving And Local Roads - PID 005651A (362523-)	$4,533,200.00	$998,200.00	$3,534,900.00	$905,800.00	$0.00
T7511 SR 54 443784-1-5201 Pasco-FAP D723010B (363823-)	$12,546,000.00	$3,759,700.00	$8,786,400.00	$6,780,100.00	$0.00
E7P96 - SR 54 @ US 19 - RESURFACING (363923-)	$5,288,600.00	$929,300.00	$4,359,300.00	$252,000.00	$0.00

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T7488 SR 45 (US 41) and SR 54 (364323-)	$12,882,800.00	$2,476,300.00	$10,406,500.00	$6,167,100.00	$0.00
T7515 - SR 595 (ALT US 19) (5TH AVE N) (364523-)	$13,019,900.00	$4,666,900.00	$8,352,900.00	$6,698,900.00	$0.00
HCAA Tampa Executive Airport - Taxiways A, D, E & J Rehab (364623-)	$10,295,400.00	$4,606,800.00	$5,688,600.00	$41,200.00	$0.00
Citywide Annual Resurfacing FY23 - City of St. Petersburg (365523-)	$4,949,400.00	$707,100.00	$4,242,200.00	$2,012,100.00	$0.00
County-Wide School Speed Zone Upgrades-Hillsborough County (365624-)	$4,799,100.00	$2,460,700.00	$2,338,500.00	$2,338,500.00	$0.00
Grand Boulevard Sidewalk - Phase II-IFB-KM-23-057 (366124-)	$1,330,400.00	$246,300.00	$1,084,100.00	$465,400.00	$0.00
Street Improvement For FY23- IFB-RH-22-057 NPR (366524-)	$1,713,000.00	$202,300.00	$1,510,600.00	$1,406,800.00	$0.00
City Of Temple Terrace - CDBG Roadway Resurfacing (366824-)	$110,000.00	$11,300.00	$98,700.00	$98,700.00	$0.00
Hernando County - Solid Waste Dept - Landfill Rip Rap Projec (367024-)	$119,000.00	$57,100.00	$61,900.00	$61,900.00	$0.00
City of Port Richey Rdwy Rehav & Paving IFH-RH-22-057 (367124-)	$527,700.00	$56,700.00	$471,000.00	$471,000.00	$0.00
FY 23/24/25 Annual Road Resurfacing and Curb Replacement (367224-)	$520,000.00	$26,100.00	$493,900.00	$369,200.00	$0.00
S 54th St - ITB 22664 Neighborhood Rdwy Resurfacing (370623-)	$371,600.00	$68,700.00	$302,900.00	$79,300.00	$0.00
Pontiac Dr -ITB 22664 Neighborhoods Rdwy Resurfacing (371024-)	$636,000.00	$200,500.00	$435,400.00	$238,700.00	$0.00
Bayaud Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371124-)	$422,500.00	$24,600.00	$397,900.00	$397,900.00	$0.00
Breland Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371224-)	$213,600.00	$11,400.00	$202,300.00	$202,300.00	$0.00
Hampden Dr - ITB 22664 Neighborhood Rdwy Resurfacing (371324-)	$541,100.00	$33,400.00	$507,700.00	$507,700.00	$0.00
Gladys Street-Pasco Pvmt & Rdwy Rehab 22-B-773 (373024-)	$1,464,500.00	$458,600.00	$1,005,900.00	$1,005,900.00	$0.00
Mansfield Blvd-Pasco ROADWAY REHABILITATION AND REPAVING (380123-)	$1,080,700.00	$103,700.00	$976,900.00	$163,300.00	$0.00
Covington Rd East PAV00-0001 Pasco Roadway Rehab & Paving (380323-)	$811,100.00	$126,500.00	$684,500.00	$71,300.00	$0.00
Coolwood & Kyle Dr PAV00-0047 Pasco Roadway Rehab & Paving (380423-)	$1,261,900.00	$354,400.00	$907,500.00	$167,000.00	$0.00
Bear Creek Nature Trail-ROADWAY REHABILITATION AND REPAVING (380523-)	$69,700.00	$2,000.00	$67,700.00	$21,300.00	$0.00
19970 Const Svcs FY 24 - MASTER (390024-)	$16,209,500.00	$14,101,800.00	$2,107,700.00	$2,107,700.00	$0.00
Pemberton Creek - 19970 Const Svcs FY 24 (390124-)	$327,400.00	$211,500.00	$115,900.00	$69,400.00	$0.00
E Bloomingdale Rd - 19970 Const Svcs Ditch Work (390224-)	$212,900.00	$23,000.00	$190,000.00	$5,400.00	$0.00
SSU Palm River - 19970 Const Svcs FY 24 (390624-)	$574,600.00	$504,800.00	$69,700.00	$3,700.00	$0.00
SSU Ruskin - 19970 Const Svcs FY 24 (390724-)	$693,400.00	$606,000.00	$87,400.00	$87,400.00	$0.00
WSU Pat Acres - 19970 Const Svcs FY 24 (390824-)	$656,500.00	$587,800.00	$68,800.00	$68,800.00	$0.00
WSU Anderson Rd Industrial Park - 19970 Const Svcs FY 24 (390924-)	$997,200.00	$818,000.00	$179,200.00	$179,200.00	$0.00
Brushy Creek Sediment Removal - 19970 Const Svcs FY 24 (391224-)	$42,400.00	$36,200.00	$6,200.00	$6,200.00	$0.00
E1V15 US 98 (SR 700) - Ft Meade (407123-)	$7,855,300.00	$1,974,800.00	$5,880,500.00	$6,900.00	$0.00
T1838 SR64 Hardee FPN 441511 (407223-)	$6,538,600.00	$2,436,600.00	$4,102,000.00	$1,286,500.00	$0.00
E1V22 - SR 64 From Prescott To Morgan Grice (408123-)	$5,092,400.00	$336,800.00	$4,755,600.00	$4,755,600.00	$0.00

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T1867 - SR 60, FROM CR 555 TO BROADWAY AVE AND FROM E VAN FL (409524-)	$7,428,200.00	$2,543,500.00	$4,884,600.00	$4,884,600.00	$0.00
N. Lake Reedy Blvd West Project (21-511) (410224-)	$737,200.00	$19,900.00	$717,300.00	$717,300.00	$0.00
44th Ave E. Extension Project - From 45th St. E. To I-75 (101420-)	$3,221,400.00	$62,200.00	$3,159,100.00	$0.00	$149,000.00
SRQ Baggage Handling System - Concrete Apron And Sitework (108323-)	$1,835,000.00	$564,200.00	$1,270,800.00	$0.00	$475,700.00
T1787 - FPN 444440 - D121079B - SR 45 (US BUS 41) Manatee Co (108523-)	$1,259,300.00	$61,500.00	$1,197,800.00	$0.00	$164,500.00
22-TA004097CD Moccasin Wallow Road US-41 to Gateway Blvd (109123-)	$4,955,100.00	$16,700.00	$4,938,400.00	$0.00	$3,205,400.00
Lockwood Ridge Road At The Shopping Center Entrance - A2Grou (109823-)	$1,839,600.00	$811,900.00	$1,027,700.00	$0.00	$623,000.00
T1853- 441535 - D121043B - SR 64 - Manatee Co (111123-)	$2,872,900.00	$261,900.00	$2,611,000.00	$0.00	$1,661,700.00
WEST COMMERCIAL APRON AND SMAA EMPLOYEE PARKING LOT (113823-)	$516,200.00	$9,500.00	$506,700.00	$0.00	$338,100.00
City Of Cape Coral Utilties North 2 UEP Contract 11 (245719-)	$1,283,500.00	$13,200.00	$1,270,300.00	$0.00	$134,800.00
8th Street Corridor Improvements Project (246319-)	$829,300.00	$26,800.00	$802,500.00	$0.00	$162,400.00
McGregor Boulevard Rehabiltation (269222-)	$761,600.00	$163,100.00	$598,500.00	$0.00	$50,700.00
HHDR CR 720 Mill & Resurface - Clewiston (Glades), FL (275623-)	$3,790,700.00	$405,800.00	$3,384,900.00	$0.00	$39,500.00
Gateway-Griffin Roundabout (276423-)	$750,700.00	$23,300.00	$727,400.00	$0.00	$202,300.00
105/106 Public Utilities Renewal (277123-)	$679,700.00	$16,800.00	$662,900.00	$0.00	$93,600.00
New Taxiway G at Punta Gorda Airport (279023-)	$2,936,200.00	$20,800.00	$2,915,400.00	$0.00	$207,500.00
RSW Taxiway F Emergency Repairs (279423-)	$262,600.00	$69,700.00	$192,900.00	$0.00	$21,300.00
LEE - LITTLETON ROAD WIDENING (282124-)	$969,800.00	$9,100.00	$960,700.00	$0.00	$952,900.00
Contract 3 - North1 UEP (282624-)	$2,432,900.00	$34,800.00	$2,398,100.00	$0.00	$2,310,900.00
UEP North 1 Contract 4 (283724-)	$2,117,700.00	$26,100.00	$2,091,600.00	$0.00	$1,913,500.00
T1887 SR 865 (San Carlos Blvd) Lee 433726 D122057B (284624-)	$727,300.00	$43,500.00	$683,800.00	$0.00	$683,800.00
Anglers Paradise Offsite Only 2024 (284824-)	$83,000.00	$5,200.00	$77,800.00	$0.00	$77,800.00
Sunshine Blvd Emergency Repair (286024-)	$33,100.00	$5,200.00	$27,900.00	$0.00	$27,900.00
Covewood Ct Marco Island Repair (286124-)	$37,700.00	$6,500.00	$31,200.00	$0.00	$31,200.00
Bridge Replacement at 40th Ave NE over Placido Bayou-St Pete (319220-)	$1,480,000.00	$29,800.00	$1,450,100.00	$0.00	$29,300.00
TWO 8 E7R27 US 19 / SR 55 DBPB V-D7 (342221-)	$153,600.00	$11,600.00	$142,000.00	$0.00	$27,600.00
TWO 10 E7R27 Independence Parkway WB - PBDB V - D-7 (342321-)	$69,200.00	$7,400.00	$61,700.00	$0.00	$2,000.00
TWO 18 E7R27 US 41/SR 45 @ Carson Dr. CO 9 Pasco (342521-)	$97,400.00	$6,900.00	$90,400.00	$0.00	$0.00
TWO 16 E7R27 Baker St. CO 8 (342621-)	$34,200.00	$8,000.00	$26,200.00	$0.00	$0.00
TWO 9 E7R27 Roosevelt Blvd & 16th St N CO 5 (342721-)	$26,500.00	$4,200.00	$22,300.00	$0.00	$0.00
TWO 26 E7R27 North Florida Ave CO 16 (343322-)	$18,400.00	$0.00	$18,400.00	$0.00	$8,000.00
TWO 33 E7R27 SR 45 / US 41 (N. Nebraska Ave) CO 18 (343522-)	$60,900.00	$6,200.00	$54,600.00	$0.00	$0.00

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TWO 28 E7R27 N. Florida Ave & 127th Ave CO 22 (343822-)	$103,200.00	$3,300.00	$99,900.00	$0.00	$20,500.00
TWO 36 E7R27 SR 55 (US 19) CO 23 (344123-)	$76,800.00	$15,400.00	$61,400.00	$0.00	$3,200.00
TWO 45 CO 25 - SR 60 W. Brandon Blvd E7R27 (344323-)	$292,100.00	$11,000.00	$281,100.00	$0.00	$700.00
TWO 40 CO 28 - CR 582A @ Southbound I-75 Off Ramp - E7R27 (344624-)	$303,500.00	$14,000.00	$289,500.00	$0.00	$289,500.00
E7R26 I-75 at MLK DB JV Self Performed w/Prince (346921-)	$5,895,000.00	$125,700.00	$5,769,300.00	$0.00	$2,022,900.00
E7O01 SR 50 FPN 442835-1-52-01 Hernando (348221-)	$5,895,500.00	$98,400.00	$5,797,100.00	$0.00	$2,263,100.00
E7R39 SR 60 WB Design Buld - Cone And Graham (361623-)	$6,248,600.00	$24,100.00	$6,224,500.00	$0.00	$5,155,900.00
Repair Voids DUC Ramp F1355 (363223-)	$893,400.00	$230,200.00	$663,200.00	$0.00	$7,400.00
T7507 - SR 93 (I-275) - Pinellas (364423-)	$1,048,500.00	$71,200.00	$977,300.00	$0.00	$977,300.00
Mansfield Ave-Pasc o IFB-SN-22-156 (TCP) (367524-)	$157,100.00	$7,600.00	$149,500.00	$0.00	$149,500.00
E8T81-CENTRAL POLK PARKWAY - (SR 570 TO SR 35) (407323-)	$26,991,200.00	$524,000.00	$26,467,300.00	$0.00	$25,579,000.00
T1876 - SR 544 (HAVENDALE BLVD) AT US 17 (409124-)	$835,700.00	$128,500.00	$707,300.00	$0.00	$667,600.00
			Government Total	**$119,383,200.00**	**$50,731,000.00**
				Combined Government Total:	**$170,114,200.00**
				Total Private Work:	**$2,135,600.00**
				Total Status of Contracts On Hand:	**$172,249,800.00**

Note: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 and 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.

ATTACHMENT A
BID No. 2024-07 NO LOBBYING ACKNOWLEDGEMENT

Christie Alvaro is the authorized representative of

Ajax Paving Industries of Florida, LLC,

(Name of contractor, firm or individual)

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

July 2, 2024
Date

Christie Alvaro, Director of Estimating
Signature

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

ATTACHMENT B

BID No. 2024-07 **ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro being first duly sworn, deposes and says that he/she is the authorized representative of Ajax Paving Industries of Florida, LLC (name of respondent) and certifies as true the following statements.

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

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

Affiant Christie Alvaro, Director of Estimating

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Sworn to (or affirmed) and subscribed before me this 2nd day of July, 2024, by Christie Alvaro.

(stamp) KARA COGGINS Notary Public - State of Florida Commission # HH 114653 My Comm. Expires Apr 6, 2025 Bonded through National Notary Assn.

Signature of Notary Public
State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

ATTACHMENT C

BID No. 2024-07 **PUBLIC ENTITY CRIME AFFIDAVIT**

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

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA

by: Christie Alvaro, Director of Estimating

(print individual's name and title)

for: Ajax Paving Industries of Florida, LLC

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

One Ajax Drive, North Venice FL 34275

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY

PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Affiant Christie Alvaro, Director of Estimating

PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 7th day of July, 2024, by Christie Alvaro, Director of Estimating.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

(stamp)

Signature of Notary Public

State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

ATTACHMENT D

BID No. 2024-07 CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro being first duly sworn, deposes and says that he/she is the authorized representative of Ajax Paving Industries of Florida, LLC
(Name of contractor, firm or individual)
and certifies as true the following statements:

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

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

YES _____ NO ✓

Name(s) Position(s)

Christie Alvaro, Director of Estimating
Affiant

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Sworn to (or affirmed) and subscribed before me this 7th day of July, 2024, by Christie Alvaro.

Signature of Notary Public

State of Florida

(stamp)

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

ATTACHMENT E
IMMIGRATION LAW AFFIDAVIT

BID No. 2024-07

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

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

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

STATE OF FLORIDA
COUNTY OF Sarasota

Christie Alvaro, Director of Estimating
Affiant

AJAX PAVING INDUSTRIES OF FLORIDA LLC CORPORATE SEAL 2008 FLORIDA

Sworn to (or affirmed) and subscribed before me this 2nd day of July 2024, by Christie Alvaro.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

(stamp)

Signature of Notary Public

State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

ATTACHMENT F

BID No. 2024-07 **DRUG-FREE WORKPLACE AFFIDAVIT**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Affiant Christie Alvaro, Director of Estimating

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me this 2nd day of July, 2024, by Christie Alvaro, Director of Estimating.

KARA COGGINS
Notary Public - State of Florida
Commission # HH 114653
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

(stamp)

Signature of Notary Public

State of Florida

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced n/a - (personally known)

BID No. 2024-07

ATTACHMENT G
EXCEPTIONS TO SOLICITATION

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

Specification	Page	Item	Not Available/Explanation
N/A			

BID No. 2024-07 **ATTACHMENT H**

AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL

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

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HENDRY COUNTY, FLORIDA
   by: Christie Alvaro, Director of Estimating
   (print individual's name and title)
   for: Ajax Paving Industries of Florida, LLC
   (print name of entity submitting sworn statement)
   whose business address is: One Ajax Drive, North Venice FL 34275.

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

3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

   ☑ The entity **is not** participating in a boycott of Israel.

   ☐ The entity **is** participating in a boycott of Israel.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature Christie Alvaro, Director of Estimating

AJAX PAVING INDUSTRIES OF FLORIDA, LLC CORPORATE SEAL 2008 FLORIDA

Sworn to and subscribed before me this 2nd day of July, 2024.

Personally known ✓ OR Type of Identification Produced: n/a - (personally known)

Kara Coggins

Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP

Bid No. 2024-07 **ATTACHMENT I**

IDEMNIFICATION CONTRACT CLAUSE ACKNOWLEDGEMENT

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

July 2, 2024

Date

Signature

Christie Alvaro, Director of Estimating

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CGC1516738

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HORAN, MICHAEL ALAN

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE FL 34275

LICENSE NUMBER: CUC1224679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ajax Paving Industries of Florida, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
One Ajax Drive

6 City, state, and ZIP code
North Venice, FL 34275

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
2 6 – 1 8 7 1 9 6 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jamie L. Simmons Date ▶ 1-10-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 13,2024

AJAX PAVING INDUSTRIES OF FLORIDA LLC
ONE AJAX DRIVE
NORTH VENICE, FLORIDA 34275-3624

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, MILLING, UNDERGROUND UTILITIES (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

GUY HURLEY
INSURANCE & SURETY SERVICES

February 6, 2024

RE: Principal: Ajax Paving Industries of Florida, LLC.

To Whom It May Concern:

The purpose of this letter is to advise you of the surety bond capacity and reputation of Ajax Paving Industries of Florida, LLC. We have had the continuing privilege of providing surety bonds for this company for more than 30 years.

We write bonds for Ajax Paving Industries of Florida, LLC through Liberty Mutual Insurance Company and extend to them a surety line in excess of $200,000,000 per single project and $750,000,000 in aggregate. Liberty Mutual Insurance Company is licensed to do business in all states and has an A.M. Best Rating of "A" with a financial size of Class "XV". Liberty Mutual Insurance Company's Treasury Listing is $1,762,981,000.

Ajax Paving Industries of Florida, LLC is a professionally managed organization with an excellent reputation. They have an experienced organization and are well financed. We recommend Ajax Paving Industries of Florida, LLC to you without reservation.

Upon the request of Ajax Paving Industries of Florida, LLC, we will be pleased to execute Performance and Payment Bonds. This letter is not an assumption of liability, nor is it a bid or performance bond. The surety reserves the right to review the file and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Nicholas Ashburn, Attorney-in-fact

DIRECT 248.519.1400 | FAX 248.519.1401 | 989 E. South Boulevard, Suite 200 | Rochester Hills, MI 48307

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198086-013068

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick, Holly Nichols, Jason Rogers, Mark Madden, Michael D. Lechner, Nicholas Ashburn, Paul M. Hurley, Richard S. McGregor, Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2024

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CORPORATE SUBSTANCE ABUSE PROGRAM

STATEMENT OF POLICY

This Company has legal responsibility to comply with the United States Department of Transportation's (US DOT) regulations regarding the testing of Company employees. To accomplish that end, the Company cannot condone and will not tolerate any of the following behaviors by its employees:

A. Use of illicit drugs.
B. Abuse of legal drugs (prescription or over-the-counter).
C. Abuse of alcohol
D. Sale, purchase, transfer or use or possession of illegal drugs or prescription drugs obtained illegally.
E. Arrival for work under the influence of drugs or alcohol.

Should any of these above-mentioned behaviors be detected, the Company will terminate the employee.

The testing of an employee's urine for drugs is an effective mean to identify those in need of treatment or disciplinary action. However, the urine testing program is intended to supplement, not replace, other means of drugs or alcohol detection

Michael A. Horan

Chief Executive Officer

CERTIFICATE OF LIABILITY INSURANCE

5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debbie Rossi
Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	PHONE (A/C, No, Ext): (248)519-1306 FAX (A/C, No): (248)519-1401 E-MAIL ADDRESS: drossi@ghbh.com

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Ajax Paving Industries of Florida, LLC One Ajax Drive North Venice FL 34275	INSURER A: American Contractors Insurance Co	A	12300
	INSURER B: ACIG Insurance Company	A	19984
	INSURER C: Continental Insurance Company	A	35289
	INSURER D: Travelers Prop Casualty Co.	A+XV	25674
	INSURER E: National Fire Ins Co of Hartford	AXV	20478
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 24-25 Kara **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			GL24A00094	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 10,000,000
A	[ ] CLAIMS-MADE [X] OCCUR			GL24B00094 (GL Excess)	6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[X] XCU Coverage Included						MED EXP (Any one person)	$ 5,000
A	[X] Contractual Liability			GL24C00094 (GL Excess)	6/1/2024	6/1/2025	PERSONAL & ADV INJURY	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	[ ] OTHER:							$
E	AUTOMOBILE LIABILITY			BUA7015117321	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR			7014990214	6/1/2024	6/1/2025	EACH OCCURRENCE	$ 10,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000030724	6/1/2024	6/1/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Inland Marine			QT 630- 4W330426-TXS-24	6/1/2024	6/1/2025	Leased/Rented	$550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McGregor/DROSSI

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AJAX PAVING INDUSTRIES OF FLORIDA, LLC.

CONSTRUCTION EXPERIENCE OF PRINCIPAL SUPERVISORY PERSONNEL

INDIVIDUAL'S NAME	POSITION/OFFICE	TYPE OF WORK	YEARS EXPERIENCE	CAPACITY
Michael A. Horan, P.E.	Chief Executive Officer, Manager	5,6,7,8,9,10	43	Civil Engineer/Manager
Vince Hafeli	President	5,6,7,8,9,10	34	Engineer/Manager
Natalie Woody, P.E.	Secretary/Treasurer	5,6,7,8,9,10	12	Enginner/Secretary/Treasurer
Scott Pittman, P.E.	VP of Operations - North Region	5,6,7,8,9,10	21	Civil Engineer/Manager
Andre DeCraene	VP of Operations - South Region	5,6,7,8,9,10	21	Engineer/Manager
Tom Daquanna	Construction Manager - Tampa	5,6,7,8,9,10	34	Engineer/Manager
Matt Horan	Area Manager - Sarasota	5,6,7,8,9,10	10	Civil Engineer/Project Manager
Matthew Desotell	Area Manager - Fort Myers	5,6,7,8,9,10	8	Civil Engineer/Project Manager
Joe Minich	Area Manager - Tampa	5,6,7,8,9,10	20	Civil Engineer/Estimator
Mike Woody	TPR Coordinator	5,6,7,8,9,10	6	Project Engineer
Mike Curle	Quality Control Manager - Asphalt	5,6,7,8,9,10	23	Quality Control Manager
John Savage	Project Manager	5,6,7,8,9,10	20	Quality Control Manager
Rusty Reynolds	Asphalt Plant Operations Manager	5,6,7,8,9,10	35	Asphalt Plant Operations Manager
Mickey Cox	General Manager - Plants and Materials	5,6,7,8,9,10	28	Asphalt Plant Operations Manager
Jim Price, P.E.	Project Manager	5,6,7,8,9,10	23	Civil Engineer/Project Manager
Dale Purcell	Construction Manager	5,6,7,8,9,10	24	Construction Manager
Jayson Brown, P.E.	Project Manager	5,6,7,8,9,10	12	Civil Engineer/Project Manager
Jason Prokopetz, P.E.	Project Manager	5,6,7,8,9,10	20	Civil Engineer/Project Manager
Mike Morgan, P.E.	Project Manager	5,6,7,8,9,10	34	Civil Engineer/Project Manager
Linda Bailey	EEO Officer	5,6,7,8,9,10	12	EEO Officer
Mandy Kustra	Safety Director	5,6,7,8,9,10	19	Safety Director
Eric Green	Safety Manager	5,6,7,8,9,10	14	Safety Manager
Bob Kern	Safety Manager	5,6,7,8,9,10	2	Safety Manager
Steve Ayers	Design Build Project Director	5,6,7,8,9,10	45	Engineer/Manager
Felipe Jaramillo, P.E.	Alternative Contracting Project Manager	5,6,7,8,9,10	17	Civil Engineer/Project Manager
Jerry Hunt	Construction Manager	5,6,7,8,9,10	42	Construction Manager
Garrett Fons	Construction Manager	5,6,7,8,9,10	21	Construction Manager
Roger Owens	Project Manager	5,6,7,8,9,10	35	Project Engineer
Nathan Hassler, P.E.	Project Manager	5,6,7,8,9,10	11	Project Engineer
Clayton Cross	Project Manager	5,6,7,8,9,10	18	Project Engineer
Chris Stewart	Project Superintendent	5,6,7,8,9,10	28	Foreman/Superintendent
Wally Cabral	Project Superintendent	5,6,7,8,9,10	40	Foreman/Superintendent
Ralph Bridger	Project Superintendent	5,6,7,8,9,10	43	Foreman/Superintendent
Joseph Dutton	Project Superintendent	5,6,7,8,9,10	29	Foreman/Superintendent
Brian Pittman	Asphalt Paving Superintendent	5,6,7,8,9,10	15	Foreman/Superintendent
Christie Alvaro, P.E.	Senior Estimator	5,6,7,8,9,10	22	Civil Engineer/Senior Estimator
Dave Reid	Senior Estimator	5,6,7,8,9,10	26	Senior Estimator

Type of Work:

5 Grading (Includes Clearing and Grubbing, Excavation and Embankment
6 Drainage (All Storm Drains, Pipe Culverts, Culverts, etc.)
7 Flexible Paving (Includes Limerock, Shell Base and other Optional Base Courses, Soil-Cemented Base, Mixed-in-Place Bituminous Surface Treatments, and Stabilizing)
8 Portland Cement Concrete Paving
9 Hot Plant-Mixed Bituminous Structural and Surface Courses
10 Milling

E-Verify
Employment Eligibility Verification

Welcome Ingrid Delaney | User ID | Last Login 01:31 PM - 01/11/2016 | Log Out

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My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name:	Ajax Paving Industries of Florida, LLC
Company ID Number:	390402
Doing Business As (DBA) Name:	
DUNS Number:	032436479

View / Edit

Physical Location:

Address 1:	One Ajax Drive
Address 2:	
City:	North Venice
State:	FL
Zip Code:	34275
County:	SARASOTA

Mailing Address:

Address 1:	
Address 2:	
City:	
State:	
Zip Code:	

Additional Information:

Employer Identification Number:	261871966
Total Number of Employees:	100 to 499
Parent Organization:	
Administrator:	

Organization Designation:

Employer Category:	None of these categories apply

NAICS Code:	237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION	View / Edit
Total Hiring Sites:	2	View / Edit
Total Points of Contact:	2	View / Edit

[redacted]

State of Florida
Department of State

I certify from the records of this office that AJAX PAVING INDUSTRIES OF FLORIDA LLC is a limited liability company organized under the laws of the State of Florida, filed on January 30, 2008, effective July 16, 1981.

The document number of this limited liability company is L08000010565.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 4, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of December, 2023

Secretary of State

Tracking Number: 2329518828CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by FEI/EIN Number

Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

Filing Information

Document Number	L08000010565
FEI/EIN Number	26-1871966
Date Filed	01/30/2008
Effective Date	07/16/1981
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/19/2018
Event Effective Date	NONE

Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 08/06/2015

Registered Agent Name & Address

HACKETT II, JACK O.
FARR LAW FIRM
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

Title MANAGER

JACOB, JAMES A

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

HORAN, MICHAEL A
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title VICE PRESIDENT

PITTMAN, SCOTT
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title FLEET MANAGER

MAITLAND, DAN
ONE AJAX DRIVE
NORTH VENICE, FL 34275

Annual Reports

Report Year	Filed Date
2020	04/29/2020
2020	05/06/2020
2021	01/24/2021

Document Images

01/24/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
12/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
09/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
06/19/2018 -- CORLCRACHG	View image in PDF format
01/18/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
08/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format

04/08/2015 -- ANNUAL REPORT	View image in PDF format
12/29/2014 -- Merger	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

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AJAX PAVING INDUSTRIES OF FLORIDA LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
XHFAM55Z66J5	**1E7E3**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 10, 2025**	
Physical Address	Mailing Address	
1 Ajax DR **North Venice, Florida 34275-3505** **United States**	**One Ajax DR** **North Venice, Florida 34275-3505** **United States**	

Ajax Paving Industries of Florida, LLC

OFFICES

NORTH VENICE OFFICE
One Ajax Drive
North Venice, FL 34275
941.486.3600
941.486.3500 Fax

FORT MYERS OFFICE
13350 Rickenbacker Pkwy
Fort Myers, FL 33913
239.936.9444
239.936.9445 Fax

TEMPLE TERRACE OFFICE
7860 Professional Place
Temple Terrace, FL 33637
813.769.1990
813.769.1991 Fax

LAKE WALES OFFICE
24174 Highway 27, Unit #300
Lake Wales, FL 33859

ASPHALT PLANTS & AJAX MATERIALS

NORTH VENICE PLANT 1
One Ajax Dr
North Venice, FL 34275
941.486.3420 Tower
941.486.8771 Fax

PUNTA GORDA PLANT 2
40851 Cook Brown Road
Punta Gorda, FL 33982
239.543.4544 Tower
239.543.1105 Fax

PORT MANATEE PLANT 3
12165 U.S. 41 North
Palmetto, FL 34221
941.845.1138 Tower
941.721.3155 Fax

FORT MYERS PLANT 4
7121 Pennsylvania Street
Fort Myers, FL 33912
239.489.3320 Tower
239.489.9973 Fax

ODESSA PLANT 5
11603 S.R. 54
Odessa, FL 33556
727.375.5780 Tower
727.375.5750

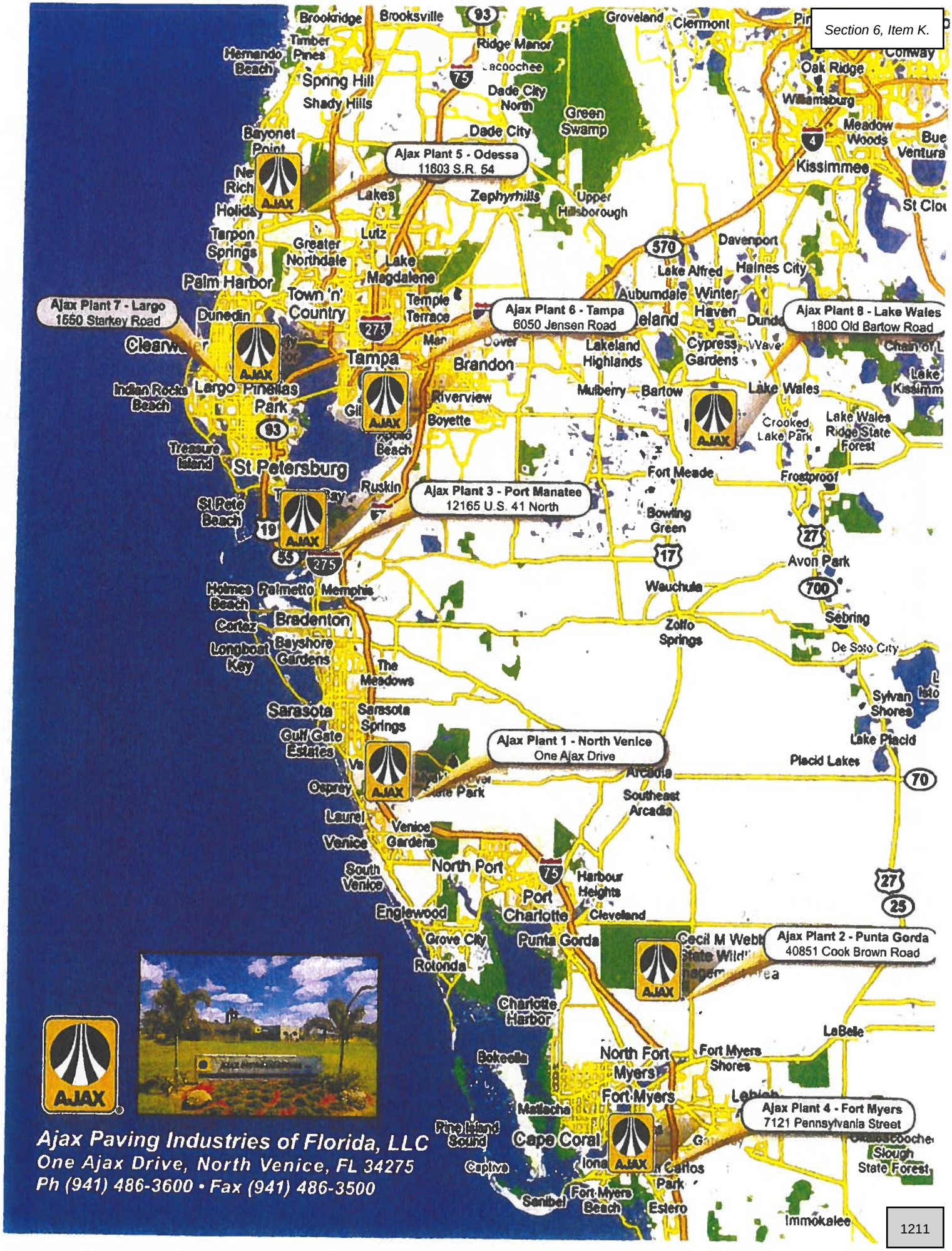
TAMPA PLANT 6
6050 Jensen Road
Tampa, FL 33619
813.574.8331 Tower
813.574.8334 Fax

LARGO PLANT 7
1550 Starkey Road
Largo, FL 33771
727.499.2168 Tower
727.499.2169 Fax

LAKE WALES PLANT 8
1800 Old Bartow Road
Lake Wales, FL 33859

AJAX MATERIALS
500 Gene Green Road
Nokomis, FL 34275
941.485.5301 Office
941.485.5264 Fax

www.ajaxpaving.com



Ajax Paving Industries of Florida, LLC
One Ajax Drive, North Venice, FL 34275
Ph (941) 486-3600 • Fax (941) 486-3500

PROFESSIONAL ENGINEERING SERVICES
FOR THE
CITY OF LABELLE
FIRE STATION IMPROVEMENTS

CPH, LLC. has prepared this proposal to provide professional services for the above referenced project. This Agreement is composed of details of the services to be performed. The City of Labelle herein called the "CLIENT", and CPH, LLC. as the "CONSULTANT".

PROJECT DESCRIPTION

CPH hereby proposes to conduct Professional services for the City's Fire Station Improvements Project. The project generally includes the design to harden, expand, and re-program the City's existing Fire Station. The existing Fire Station is a pre-fabricated metal building originally constructed in 1985. The City has received a grant for the proposed improvements.

SCOPE OF SERVICES

The following represents a summary of scope of work and services for the CLIENT. CPH shall provide the professional services described below.

Scope of Services is broken into seven Tasks:
TASK A – Programming and Data Collection
TASK B – Schematic Design (30%)
TASK C – Design Development (60%)
TASK D – Construction Documents (90%)
TASK E – Permitting
TASK F – Bid Documents (100%)
TASK G – Bidding Assistance

BASIC SERVICES:

TASK A – PROGRAMMING AND DATA COLLECTION

Programming and Conceptual Planning

CPH shall complete programming for the proposed fire station improvements. This phase will include:

- Up to three Stakeholder Workshop Meetings. The workshops will focus on gathering information from each Stakeholder regarding the needs for the project. During the meeting the needs and requirements for the users of the facility and the project Stakeholders will be discussed. CPH will submit written Meeting Minutes to document the overall suggestions and unified decisions made during each workshop.
- After the First Workshop Meeting a written Building and Site Program will be developed. The Building and Site Program will be submitted to the Stakeholders for review and comments. A final Building and Site Program will be submitted to the Stakeholders for review and approval.
- The final deliverable for this task will be a written program with conceptual plans for CLIENT'S review and approval prior to proceeding with Schematic Design.

Geotechnical Report

CONSULTANT shall coordinate with local sub-consultant for obtaining soil borings and completing geotechnical report. The report will include recommendations for slab expansion of the building to facilitate the needed fire station improvements.

Survey

CONSULTANT shall perform a topographic survey of the area immediately surrounding the building, as needed to facilitate the design based on the approved schematic design. CPH will review requirements with local building department to determine if additional survey is required.

TASK B – SCHEMATIC DESIGN (30%)

The approved program and will be used to develop a preliminary Schematic Design for the site and building improvements. The preliminary Schematic Design will be presented during a Second Workshop Meeting for review and comments from the Stakeholders. During the Programing Phase all potential design parameters discovered during the first meetings will be evaluated and prioritized to meet the available funding from the approved State Grant. Design items that cannot be incorporated within the funding will be eliminated from the scope and be set aside for future projects.

The Schematic Design for the Site and the Buildings will be revised to address all comments from the Stakeholders. If needed, the revised Schematic Design will be presented during the Third Workshop Meeting prior to proceeding into the Design Development.

TASK C – DESIGN DEVELOPMENT (60%)

Based on the approved schematic design, CONSULTANT will prepare design development drawings to establish architectural systems, and to review various options for building components. The intent of this phase will be to establish the most economical methodology for the building. The design options will be reviewed with the CLIENT, for the CLIENT'S approval to proceed to construction documents. Design will build off of the approved conceptual design. The deliverable for this Task will be permit ready drawings. Drawings will be sized 24" x 36" and delivered in electronic format for the CLIENT'S review. Consultant will attend one meeting to review plans, address comments, and resubmit for approval from CLIENT prior to proceeding with permitting. Plans will include at minimum the below components, unless removed from scope during Task A. At the end of Task B, CONSULTANT shall provide preliminary opinion of construction costs for CLIENT's review.

1) Hardening of the existing pre-engineered metal building shall include:
    - Replacement of all windows
    - Replacement of all doors
    - Replacement of all roll-up doors
    - Enhancement of building structure to meet current FBC
    - Evaluation of roof for possible replacement
    - Enhancement and possible replacement of building siding

2) Renovation and Remodeling of the existing pre-engineered metal building shall include:
    - Redesign of 1st Floor Office
    - Relocation of existing Kitchen
    - Redesign of existing sleeping quarters
    - Resurfacing and expansion of existing paved areas
    - Exterior lighting up-grade
    - Replacement of existing exterior signage
    - Additional offices and Conference Room located at the northern mezzanine
    - Replacement of existing Generator and transfer switch
    - Evaluation and replacing finishes throughout the existing interior and restrooms
    - Evaluation and possible replacement for 3 existing HVAC systems
    - Evaluation of code for potential fire sprinkler system
    - Exterior perimeter fencing
    - Big Fans
    - Resurfacing of Station Floors
    - Retractable Extension Cords for Truck Connections

- Decontamination Area

3) Building Addition to the West of the existing building shall include:
    - One air-conditioned bay for a new Gym
    - One un-conditioned bay for vehicle parking
    - Two bays for vehicle parking that may be unconditioned or just be roofed depending on funding limits

TASK D – CONSTRUCTION DOCUMENTS (90%)

Plans shall include all architectural plans and details, structural Engineering design and details, Electrical and Plumbing design and details, and site lighting design and details, minor landscaping and irrigation improvements. Civil Plan sets may include site plan, utility adjustments, and minor stormwater improvements. Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be accurate. The construction documents will be submitted to the City for a final review and approval.

TASK E – PERMITTING

CPH shall submit the CLIENT approved 90% Drawings to the respective permitting agencies. CPH will coordinate with CLIENT to obtain all signatures and prepare all application paperwork. CPH will coordinate with each of the below permitting agencies, respond to comments, and obtain each permit for construction.

- City of LaBelle
- SFWMD
- FDEP
- Hendry County (If needed)

CPH shall provide signed and sealed documents for permit submittals, which may include plans, specifications and / or calculations. Permitting shall include responding to up to three (3) rounds of responses to comments from each agency and up to two (2) meetings with agencies to discuss comment resolutions. CONSULTANT shall provide revised Drawings and specifications for modification, clarification or additional documents to comply with requirements for obtaining a permits. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. The CLIENT will be financially responsible for any application or filing fee required by the agencies.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT after approval of 60% plans, will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Permitting with FDEP shall only include what is required for

compliance with grant, which may include an Environmental Statement of No Impact. If a Environmental Study or a Environmental Assessment is required by the grant agency, CPH will provide an additional scope and fee for approval prior to proceeding.

Delivery of final drawings will be in the form of PDF and Hardcopy sets. CPH shall provide the necessary sets of sealed construction documents as required for plan reviews and permits by the Building Department.

TASK F – BID DOCUMENTS (100%)

CPH shall prepare bid documents to include bid schedule, measurements and payments, specifications book, and assist the City with front end documents to prepare for the bid of the project. Final plans shall incorporate all building permit comments. CPH shall also include a final opinion of construction cost for City's review. The Bid Documents will be submitted and coordinated with the City.

TASK G – BID SERVICES

CONSULTANT will attend one pre-bid meeting and one on-site pre-bid meeting at the City's request to answer any immediate questions from potential bidders.

CONSULTANT will respond to all Requests for Information (RFI) from bidders and issue up to two bid addendums at the request of the City.

CONSULTANT will review bid submittals for compliance with bid and grant documents and recommend award.

SERVICES NOT INCLUDED

The following services are not anticipated and not included in this Agreement at this time:

- Off-site utility analysis and design
- Off-site storm water analysis and design
- FEMA Flood Certificate
- Boundary Survey
- ALTA Survey
- Construction Services (shall be provided under separate scope)
- Services Deemed Unable to be within the Grant Budget and removed from scope are not included in design. CPH can provide separate scope of services if requested to perform design of future projects.
- Environmental Assessment or Study
- Phase I or II Environmental Assessment

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

COMPENSATION

CPH will perform the Scope of Services contained in this Agreement as identified on each task as a lump sum contract, for a total of **$350,000.** The following is the break down of fees for each task. Each task will be billed monthly based on percent complete of the task.

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase. Reimbursable expenses will be set at a Not-to-Exceed (NTE) amount of $4,000. The unused amount at the end of the project will not be billed to the CLIENT.

City of LaBelle Fire Station Improvements		
Task	**Description**	**Cost by Task**
A	**PROGRAMMING AND DATA COLLECTION**	$ 37,000.00
B	**SCHEMATIC DESIGN (30%)**	$ 35,000.00
C	**DESIGN DEVELOPMENT (60%)**	$ 120,000.00
D	**PERMITTING**	$ 18,000.00
E	**CONSTRUCTION DOCUMENTS (90%)**	$ 111,800.00
F	**BID DOCUMENTS (100%)**	$ 24,200.00
G	**BID ASSISTANCE**	$ 4,000.00
PROJECT SUB-TOTAL		**$ 350,000.00**
EXPENSES (NTE)		**$ 4,000.00**
PROJECT TOTAL		**$ 354,000.00**

CPH, LLC. AUTHORIZATION

By: _____

Kyle Bechtelheimer, P.E.
Client Services Manager

Date: 11/27/2024

City of LaBelle Board of Commissioners
Agenda Request

To:	Honorable Mayor and City Commission
Prepared By:	Fire Chief Brent Stevens
Date of Meeting:	12/12/2024
Date Submitted:	12/2/2024
Title of Agenda Item:	LaBelle Fire Department Architectural Design Contract
Agenda Location:	Consent Agenda

Report in brief:

PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF LABELLE FIRE STATION IMPROVEMENTS

CPH, LLC. has prepared this proposal to provide professional services for the above-referenced project. This Agreement is composed of details of the services to be performed. The City of Labelle herein called the “CLIENT”, and CPH, LLC. as the “CONSULTANT”.

Staff Comments: LaBelle Fire Department defers contract language to the City of Labelle Attorney and request approval if so moved by the attorney with contract provided.

Fiscal Impact: $354,000

Recommended Actions: Approval of Attached contract as submitted with attorneys’ approval.

DEP AGREEMENT NO. WG041
CHANGE ORDER NO. 2

GRANTEE: City of LaBelle

PROJECT TITLE: Labelle Zones G, H, and I WWTP System Improvements and Expansion Project

DEP Agreement No. WG041 (Agreement) entered into on March 23, 2023, and previously amended, is hereby revised as follows:

WHEREAS, the Grantee has requested an update to the Grant Work Plan.

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period.

NOW THEREFORE, the parties agree as follows:

1. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Change Order and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

2. All other terms and conditions of the Agreement shall remain unchanged.

The parties agree to the terms and conditions of this Change Order and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LABELLE

By: _____
Julie Wilkins, Grantee's Grant Manager

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mitch Holmes, Program Administrator

Date: _____

_____
Cameron McMahan, DEP Grant Manager

ATTACHMENT 3-1
GRANT WORK PLAN

PROJECT TITLE: City of LaBelle Zones G, H, and I WWTP System Improvements and Expansion Project

PROJECT LOCATION: The Project will be located in the Zone G, H, and I areas, within the City of LaBelle, in Hendry County;

- Zone G - Lat/Long (26.747497, -81.49481)
- Zone H - Lat/Long (26.752928, -81.451606)
- Zone I - Lat/Long (26.75843, -81.46286)

PROJECT BACKGROUND: The City of LaBelle (Grantee) has been actively working to provide sewer to all residents within the City Limits. Currently, approximately 50% of the properties with the limits are on septic tanks which can create surface and groundwater contamination. The Grantee identified Zones G, H, and I as high priority areas for sewer, as they are located in the vicinity of the Caloosahatchee River which is an impaired waterbody due to high levels of nitrogen. During heavy rainfall, nitrogen, phosphorus, and pathogens from the septic tank waste can be washed through the sandy soils toward the Caloosahatchee River and add to the impairment and also decrease the dissolved oxygen content in the river water to below 5mg/l the Florida Department of Environmental Protection water quality standard. By providing sanitary sewer to these areas, the wastewater will be pumped to the Grantee's wastewater treatment facility and treated which eliminates this source of potential pollutant loading to the river.

PROJECT DESCRIPTION: Within Zones G, H, and I, the Grantee will construct central sewer system infrastructure that will include: 9,000 linear feet of gravity sewer to eliminate approximately 65 septic systems and provide ready to serve sewer service to approximately 22 lots.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of gravity sewer system upgrades defined in the project description above and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the gravity sewer system upgrades as defined in the project description listed above.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct gravity sewer system upgrades defined in the project description listed above in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$500,000	07/01/2021	11/31/2025
2	Bidding and Contractor Selection	Contractual Services	$25,000	07/01/2021	2/28/2026
3	Project Management	Contractual Services	$350,000	07/01/2021	10/31/2026
4	Construction	Contractual Services	$4,614,640	07/01/2021	10/31/2026
		Total:	$5,489,640.00		

CITY OF LABELLE, FLORIDA
Planning Staff Report
For
Planned Unit Development PUD Rezone

Updates to the staff report since the City Commission first reading on March 14, 2024 have been highlighted for ease of review

TYPE OF CASE: PUD Rezone

STAFF REVIEWER: Alexis Crespo, AICP

DATE: December 12, 2024

APPLICANT: Birkland, LLC

AGENT: Johnson Engineering c/o Amanda Martin & Christine Fisher

REQUEST: To rezone 15.95+/- acres the subject property from R-1A to rezone to Planned Unit Development (PUD) zoning district to allow for mixed-use development known as Birkland to allow for 120 dwelling units and 30,000 SF of commercial uses.

LOCATION: North of State Road 80 and west of E. Fort Thompson Ave. (See Location Map)

PROPERTY SIZE: 15.95+/- acres

FUTURE LAND USE DESIGNATION, CURRENT ZONING AND LAND USE:

Existing Future Land Use Designation:	Outlying Mixed Use / Residential
Existing Zoning:	R-1A
Land Use:	Vacant / Agricultural

SURROUNDING LAND USE:

North:	FLU –	Residential
	Zoning –	Single-Family—Low Density (R-1A)
	Land Use –	Single Family Residential / Vacant
South:	FLU –	Commercial
	Zoning –	Business general (B-2)

	Land Use –	Church / Single Family Residential / Vacant
East:	FLU –	Outlying Mixed Use / Residential
	Zoning –	Single-Family—Low Density (R-1A)/ Planned Unit Development (PUD)
	Land Use –	Vacant / Single Family Residential
West:	FLU –	Outlying Mixed Use
	Zoning –	Single-Family—Low Density (R-1A) / Business general (B-2)
	Land Use –	Vacant / Single Family Residential

STAFF NARRATIVE:

Birkland, LLC ("Applicant") is requesting approval to rezone the subject property to the City's Planned Unit Development (PUD) zoning district to allow for 120 multi-family dwelling units and 30,000 SF of commercial uses, this reflects a reduction to the original request for 128 multi-family dwelling units and 40,000 SF of commercial uses.

After lengthy public input and discussion with the Applicant at the March 2024 first reading, the Applicant resubmitted an updated Master Concept Plan (MCP) and the enclosed Memorandum outlining the following changes to the proposed PUD:

- Reduced the residential density from 128 units to 120 units;
- Reduced the commercial intensity from 40,000 SF to 30,000 SF;
- Reduced all building heights to 2 stories/35 feet;
- Eliminated and relocated residential buildings to increase the separation from the northern property line from 170 feet to 205 feet, and from Fort Thompson Avenue to 224 feet;
- Increased preserve area by 0.65 acres resulting in fewer impacts to significant oak trees.

As discussed in the previous staff report, the Applicant correctly noted that SB 250 passed in 2023 pre-empts local governments within 100 miles of Hurricane Ian landfall from adopting more restrictive or burdensome procedures or amendments to their comprehensive plan or land development regulations before October 1, 2024. The preemption applies retroactively to September 28, 2022 and would limit the City's enforcement of Ordinance 2022-08 adopted October 13, 2022, which decreased the maximum base residential density for projects within the Outlying Mixed Use future land use category and imposed a more onerous bonus density criteria; and Ordinance 2023-03 adopted May 4, 2023, which increased off-street parking space requirements for certain uses.

Thus, the below Comprehensive Plan Compliance analysis has been modified to evaluate the PUD based upon the Outlying Mixed-Use policy as it existed before Ordinance 2022-08, as well as the revised MCP, density and intensity. A copy of this ordinance is also included as an attachment to the Staff Report. Additional conditions relating to parking have also been amended pursuant to this legislative change.

BACKGROUND

The property is currently vacant and vegetated. The property is 15.95+/-acre and consists of seven (7) parcels. Pursuant to environmental data provided the Applicant, the site contains 0.53 acres of exotic wetland hardwoods located in the center of the site and no known listed species were observed on or in the immediately adjacent properties. Impacts to jurisdictional wetlands will require permitting and mitigation per state laws.

The underlying future land use includes 13.21 acres of Outlying Mixed Use future land use along the SR 80 frontage, while the northern 2.75 acres are designated Residential. The current zoning of the property is Single-Family—Low Density (R-1A).

PUD REZONING REQUEST

The Low Density (R-1A) is limited to low density single family residential uses and is not the most appropriate category for property with frontage to SR 80 – a major arterial roadway. PUD zoning is required for all properties seeking rezoning approval in the Outlying Mixed Use future land use category.

The applicant is proposing a PUD rezone with supportive Master Concept Plan to develop the site with 120 multifamily dwelling units and 30,000 square feet of commercial uses.

The Applicant is proposing a maximum height of 35 feet/2 stories for all buildings in the project based upon feedback from the public, LPA and City Commission. The Applicant is also proposing a minimum building setback of 205 feet from the northern property line and 224 feet from Fort Thompson Avenue

The commercial uses are limited to uses permitted by right or special exception within the Business Professional (B-1) the lowest intensity commercial zoning district within the city and are further limited to the area along SR 80 to avoid impacts to the surrounding neighborhood.

The main access is from SR 80 while one (1) secondary, emergency only access (i.e. stabilized but unpaved) will be provided from Fort Thompson Avenue, a local roadway serving residential single-family uses only, OR to N. Cypress Street, an unimproved local roadway. **In no case will emergency access be provided to both Fort Thompson Avenue and N. Cypress Street.**

An enhanced streetscape landscape buffer is proposed per SR 80 Overlay District – which entails a 25-foot-wide buffer with 6 trees per 100 linear feet and a continuous row of shrubs installed at 36". Native preserve areas are proposed to the east, west and north. The remaining property lines are buffered by existing native vegetation and do not require perimeter buffers per the LDC. The proposed Master Concept Plan demonstrates these buffers and native preserve areas.

The development includes on-site recreation within the residential development area including a pool, clubhouse and a recreation area as identified within the MCP.

Letters provided by Hendry County Sheriff's department, LaBelle Fire Department, and Hendry County Public Safety indicate no objections to either development option, and confirm services are available.

A letter was also provided by Hendry County School District indicating a lack of capacity for the students generated by the project, and willingness to meet with the developer to discuss resolution to school concurrency shortfalls. Staff has included a new condition of approval addressing school capacity based upon this correspondence.

- **Significant Oak Trees**

The Applicant has taken efforts to preserve the significant oak trees in the northern portion of the site to buffer the neighborhood. Despite these efforts the application is requesting removal and on-site replacement of the significant oak trees as shown on the attached tree mitigation plan. In total, 1,978 inches (formerly 2,249 inches) of significant oak trees will be removed and replaced on-site and 2,650 inches (formerly 2,576 inches) of significant oak trees will be preserved in existing conditions largely within preserve areas.

- **Compatibility**

The Applicant has provided development regulations and limited the schedule of uses to multi-family and low intensity commercial uses that provide a level of compatibility with surrounding existing development patterns, the SR 80 Overlay, nearby commercial properties, and internal residential and commercial uses. The development proposes additional development regulations in the form of additional setbacks, buffer enhancements and removal of outdoor uses for specific uses.

Staff's concerns relate to building height, traffic and density/intensity of the development compared to the adjacent single-family neighborhood. Staff has modified conditions of approval based upon the Applicant's proposed changes. These conditions are aimed at meeting the compatibility policies in the Comprehensive Plan and ensuring the development is consistent with surrounding land use patterns.

Staff has limited the commercial intensity to a FAR of 0.2 as this use area is located adjacent to Fort Thompson Avenue and nearby lower density residential uses. Additional buffering, including an opaque fence/wall, and a building setback of 50 feet are also proposed in Staff's revised conditions.

Comprehensive Plan Consistency:

The request, as conditioned by Staff, is consistent with the following objectives and policies of the City's Comprehensive Plan.

Future Land Use Policy 1.2.1

The PUD will provide opportunities for planned growth and support the expansion of the local economy and anticipated population growth in the City along SR 80. Conditions are recommended to ensure the development complies with compatibility measures in the plan.

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. 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. These percentages are calculated on a city-wide basis.

The Outlying Mixed Use category further subdivides properties based on acreage to assign density, intensity and allowable uses. A site greater than 8 acres in size and less than 16 acres is considered a "Town Center" and is eligible for up to 14 units per acre and a FAR of 0.75 as follows:

> *"Town Centers provide for higher intensity retail, office, and service uses. The Town Center sub-category continues to encourage a higher residential density than the Regional Center, focusing populations close to the center of town. The Town Center sub-category provides proper location for larger establishments that will generally service most if not all of the community of Labelle. Allowable uses in this sub-category include residential, commercial, retail, personal services, offices, hotels/motels, institutional, public/semi-public and recreation and parks. Industrial uses are not permitted. Town Centers are comprised of slightly larger parcels that typically exist on the edges of the core of LaBelle. Commercial development will not exceed a floor area ratio (FAR) of 0.75. Residential density will not exceed 14 units per acre. Non-residential uses will be concentrated along major street frontages, and will have direct access to a collector or arterial street with interconnection between developments strongly encouraged. Access to a local street is strongly discouraged."*

The application proposes residential and commercial uses, both of which are permitted uses in the Town Center subdistrict.

Analyzing the 14+/- acres of residential land use area shown on the MCP, the proposed density is 8.5 du/acre and below the 14 du/acre permitted. Similarly, the Floor Area Ratio of 30,000 SF of commercial uses on the 2+/-acre commercial tract is 0.34 and below the 0.75 FAR threshold in the policy. Due to the redesign, reduced building height, increased separation and increased preserve, Staff can support the density of 120 units. Staff is recommending a reduction to proposed intensity to address compatibility with the Fort Thompson Avenue land use pattern.

It should be noted that the density and intensity in the Comprehensive Plan future land use categories are not permitted "by right" but rather based upon consistency with the Comprehensive Plan as a whole.

Objective 1.6 Compatibility and Neighborhood Protection

This policy states that 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.

The neighborhood is entirely single-family detached dwelling types, developed on lots of 10,000 SF or greater per the R-1 zoning district. However, this must be balanced with the property's substantial frontage on SR 80, an arterial roadway. Limiting the subject property's usage to single-family to align with the surrounding neighborhood would underutilize the property for commercial and employment generating land uses desired by the City along one of the major thoroughfares and gateways to the City. Staff has modified conditions to address compatibility based upon the revised Master Concept Plan and design standards proffered by the Applicant, including increased buffering, separation and limiting square footage for the commercial uses.

Policy 1.6.1 Locational standards

The above policy states that densities in the upper limits of the allowable density range will be evaluated as to the availability and proximity of the road network; centralized sewer and water services; community facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with neighboring land uses; and any other relevant facts affecting the public health, safety, and welfare.

The revised plan better addresses compatibility with the neighboring land uses than previous iterations. To further ensure compatibility with the surrounding neighborhood as well as public safety relating to traffic, intensity is proposed at a maximum of 20,000 SF.

Policy 1.6.2 Higher Density and Intensity Land Uses

The above policy provides that higher density and intensity development shall occur in urbanized areas of the City, generally near Downtown and the arterial roadway network. While the property has substantial frontage on SR 80, an arterial roadway, the site also abuts the City's lowest density Residential future land use category, which limits density to 3 du/acre and is not adjacent to or abutting the Downtown Business District.

Policy 1.6.3: Sensitive Site Design

The project has demonstrated sensitive site design as follows:

- Substantial native preserve that provides buffering and screening from the adjacent single-family residences;
- Sensitively located ponds and detention areas along the northern edge of the project.
- Substantial perimeter setbacks for residential buildings.
- Limited building heights.

- Limitations on access to adjacent local roads (i.e. emergency only to either Ft. Thompson Avenue OR North Cypress Street.

Concerns regarding the site design remain relating to the proposed intensity and have been addressed through additional conditions placed on the commercial component of the project.

Traffic Circulation Element Policy 2.5.2 & 2.5.3

The application includes a Traffic Impact Analysis and indicates that all of the adjacent roadway segments will operate at an acceptable Level of Service. The applicant has indicated that an analysis of potential turn land improvements will be determined during permitting with FDOT, but no roadway capacity improvements are indicated.

The Applicant reduced the access to one (1) point of ingress/egress from SR 80. One (1) additional stabilized, emergency only access must be provided to either Ft. Thompson Avenue OR N. Cypress Street.

Infrastructure Element Policy 4.1

Currently no utilities are in place to serve the site. The applicant has acknowledged that no residential or commercial development will be allowed until utility connections are extended to service the project, and there is demonstration of adequate capacity by the City of LaBelle as part of the site construction permitting process.

Infrastructure Element Policy 4.3.2 (Surface Water & Groundwater Quality)

The Master Concept Plan(s) indicate that on-site water management lakes will provide water quality through pretreatment and attenuation for the site, as well provide on-site fill materials. The developments outfall is anticipated to be on the eastern side, to the abutting conveyance ditch along the eastern property boundary.

STAFF RECOMMENDATION:

Staff finds that the rezoning to the Planned Unit Development (PUD) zoning district is consistent with the Land Development Code and Comprehensive plan and recommends APPROVAL subject to the following conditions. Staff finds the mixed-use development program consistent with the intent of the City's Residential and Outlying Mixed Use future land use category.

1. The PUD Amendment request applied to the property is described in Exhibit 'A'.
2. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'.
3. On-site consumption on premises or alcohol sales for off-site consumption (as a principal or accessory use) requires a PUD amendment requiring public hearings.
4. Development Standards will conform to the Development Standards Table, attached as Exhibit 'C'.
5. All development must conform to the general design of the Master Concept Plan contained in Exhibit 'D' and the requirements of the Land Development Code.
6. The maximum allowable unit count is ~~64~~ 120 dwelling units.
7. The maximum allowable commercial square footage ~~40,000~~ 20,000 square feet.

8. The maximum building height is 35 feet/2 stories.
9. Residential structures, including accessory and amenity structures, must be setback a minimum of 205 feet from the northern property line and 224 feet from the Fort Thompson Avenue right-of-way.
10. Commercial structures must be setback a minimum of 50 feet from the Fort Thompson Avenue right-of-way.
11. A decorative, opaque wall or fence not less than 6 feet in height must be installed along the Fort Thompson Avenue frontage, with all required plantings on the exterior of the wall.
12. Development must connect to the City's potable water and sanitary sewer system. A demonstration of capacity will be required at the time of site construction permitting, including demonstration of a hydrant system to provide adequate and continuous water flow for firefighting purposes.
13. Site construction plans must demonstrate an internal sidewalk system to connect the proposed buildings to on-site green space areas, parking, and to the external sidewalk network.
14. The project will provide parking spaces in accordance with the Land Development Code for both residential and non-residential uses, with the exception that the required off-street parking for multiple-family dwellings shall be 1.5 spaces per unit per the LDC in effect prior to May 4, 2023.
15. Access to SR 80 will require a permit from the Florida Department of Transportation and this approval does not guarantee or grant access as shown on the MCP.
16. ~~The E. Fort Thompson Avenue entrance will be limited to a right-out (egress only)~~. One (1) additional point of emergency-only unpaved, stabilized ingress/egress will be required on either Ft. Thompson Avenue OR N. Cypress Street. Ingress will be permitted for emergency service providers only.
17. A Master Signage Plan shall be provided in accordance with the Land Development Code at the time of site construction permitting to ensure cohesive and consistent signage design for both residential and non-residential components.
18. A consistent Old Florida architectural vernacular must be applied to all residential and non-residential buildings. All commercial buildings shall adhere to the following design standards:
    a. Old Florida vernacular to be displayed through inclusion of elements including but not limited to: front porches, covered corridors, walkways, pitched and/ or metal roofs, shutters, and paneled siding.
    b. Roof overhangs are required on all commercial buildings.
    c. If flat roofs are used, they are to be enclosed from State Road 80 view by parapets, mansards or a combination of the two.
    d. Facade treatments are to be provided in accordance with LDC 4-91(b)(2).
    e. Exterior building colors to be derived from earth tones with subtle hues of primary building color.
    f. Structures shall reflect similar architectural features such as style, materials, details, and color.
19. All residential buildings shall adhere to the Old Florida vernacular architectural style compatible with design standards identified for commercial buildings through inclusion of a minimum of three (3) of the following elements: front porches, pitched and/ or metal roofs, shutters, gabled rooflines, and paneled siding.

20. The developer/owner or their designee, which may include a property owners association (POA) must maintain common areas, parking areas, and infrastructure within the project. If a POA is established, documents must be provided to the City at the time of site construction plan permitting.
21. 8 acres of open space must be provided within the project. A minimum of 1 acre of useable open space must be provided for dedicated passive and active recreational space for residents. These useable open space areas must be exclusive of perimeter buffers, stormwater lakes/ponds, detentions areas.
22. Dumpsters, recycling facilities and service areas must be setback a minimum of 50 feet from the PUD boundaries and screened via an opaque wall or fence.
23. A 25-foot-wide streetscape buffer must be provided along Fort Thompson Avenue and SR 80 and must comply with the State Road 80 Overlay including a minimum of six (6) trees per one hundred (100) linear feet and shrubs to form a hedge row installed at 36" and maintained at 60".
24. Where native vegetation is proposed for preservation along perimeters of the project, and plant materials meet or exceed a minimum of 10 trees per 100 linear feet and a minimum of 20 feet in width, no perimeter buffer is required.
25. Internal to the site, vehicle use areas and commercial area abutting residential uses or internal rights-of-way must provide a minimum buffer of 10 feet with 5 trees per 100 linear feet and a double hedgerow installed at 24" and maintained at 48".
26. This approval authorizes the removal of 1,978 ~~2,249~~ inches of significant oak trees and the preservation of ~~2,379~~ 2,650 total inches of significant oak trees on-site. At the time of site construction plan application, the developer must provide landscape plans demonstrating the mitigation in accordance with the LDC for replacement of 1 inch of live oak tree for each inch removed. All replacement trees must be replanted on-site.
27. The PUD Master Concept Plan will remain valid for not more than five (5) years from the date of City Commission approval. Horizontal construction must commence within five (5) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval must be filed and approved by the City Commission. A one (1) time extension of two (2) years may be submitted to the City prior to vacation of the MCP and approved administratively. All other extensions require City Commission approval, except for any tolling or extensions in accordance with State law.
28. The City is conducting a risk assessment and capital planning for adequate fire protection. The project may be subject in the future to impact fees or capital assessments to address the project impact.
29. In addition to applicable school impact fee payments required at the time of building permit issuance, the developer must obtain a letter of school concurrency prior to issuance of a site construction permit or enter into a proportionate fair share payment agreement with the Hendry County School District to mitigate the project's impacts.

SUGGESTED MOTION(S):

APPROVAL:

I make a motion to **APPROVE** the Birkland PUD rezoning of the subject property from R-1A to the the PUD zoning district.

DENIAL:

I make a motion to **DENY** the rezone of the subject property from R-1A to the PUD zoning district.

The request does not meet the rezoning criteria:

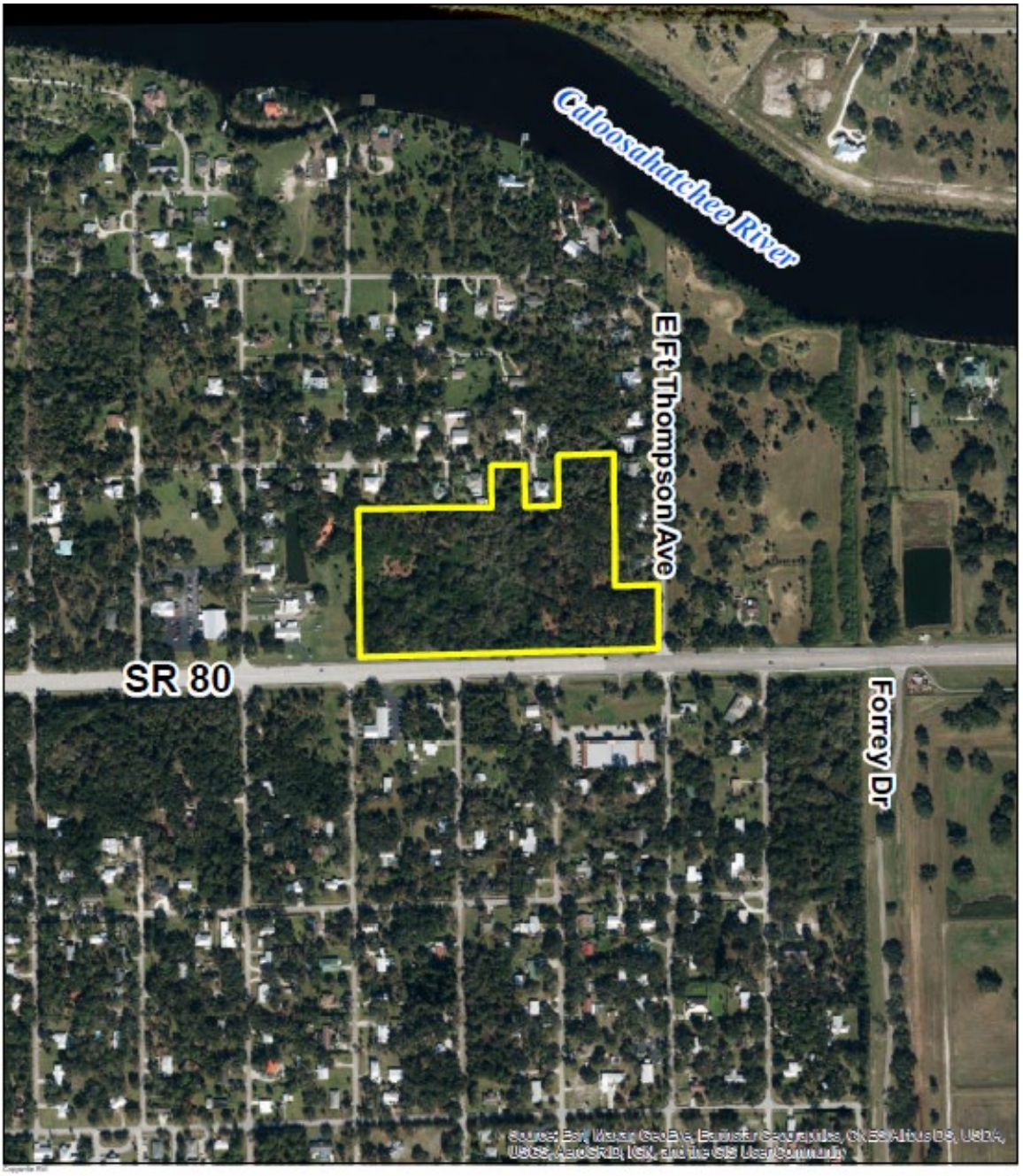
1)

APPROVAL WITH CONDITIONS:

I make a motion to approve Birkland PUD Rezone Amendment, with the following condition(s):

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

LOCATION MAP



RVi

10401 Highland Manor Dr.
Suite 220
Tampa, FL 33610
Tel: 813.443.8282
www.rviplanning.com

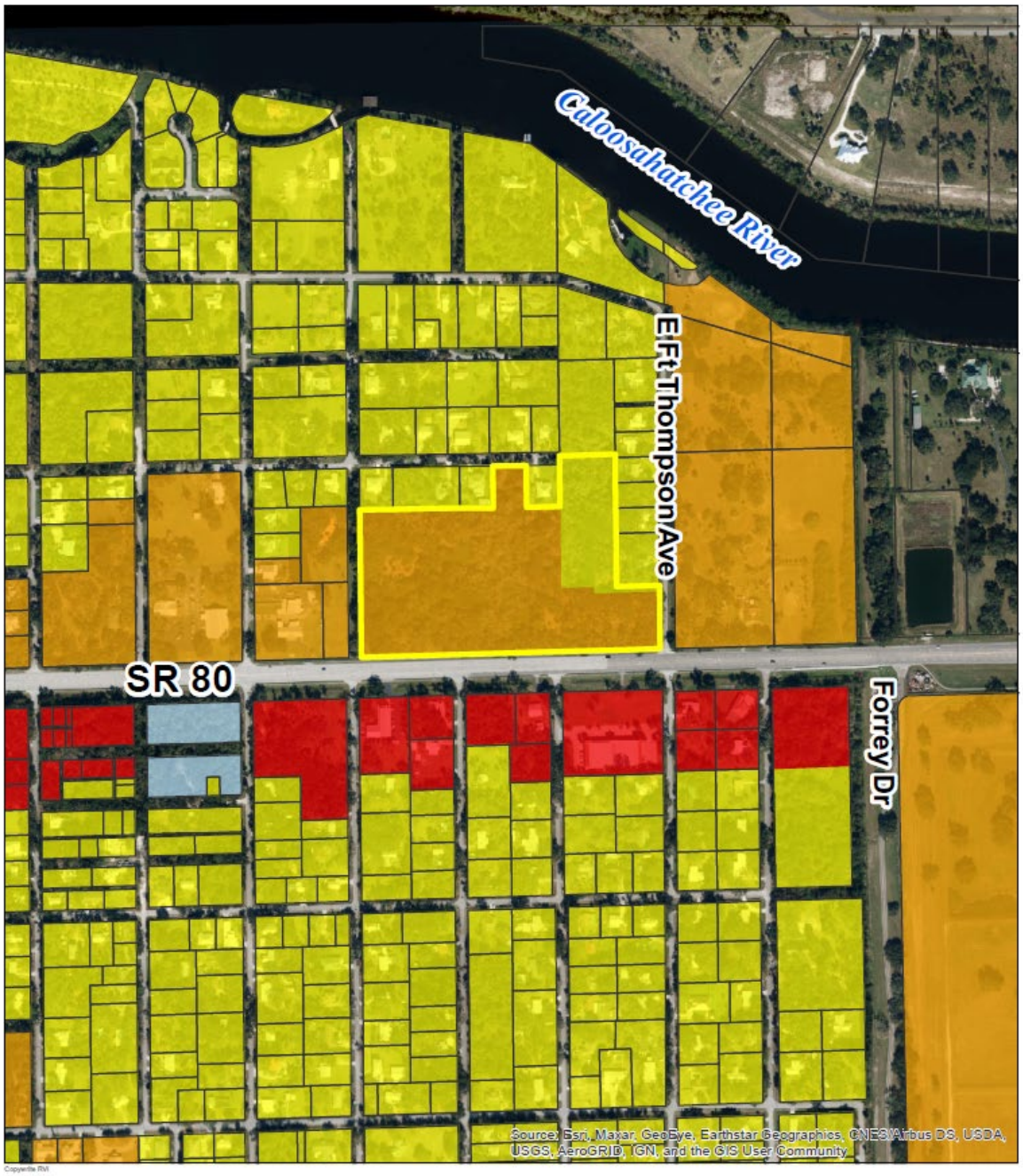
BIRKLAND PUD• **AERIAL MAP**

Subject Boundary

0 162.5 325 650
Feet

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

CURRENT FUTURE LAND USE MAP



Copyright RVi

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BIRKLAND PUD• **FUTURE LAND USE MAP**

City of LaBelle

- Subject Boundary
- Parcels
- Commercial
- Outlying Mixed Use
- Public
- Residential

0 162.5 325 650
Feet

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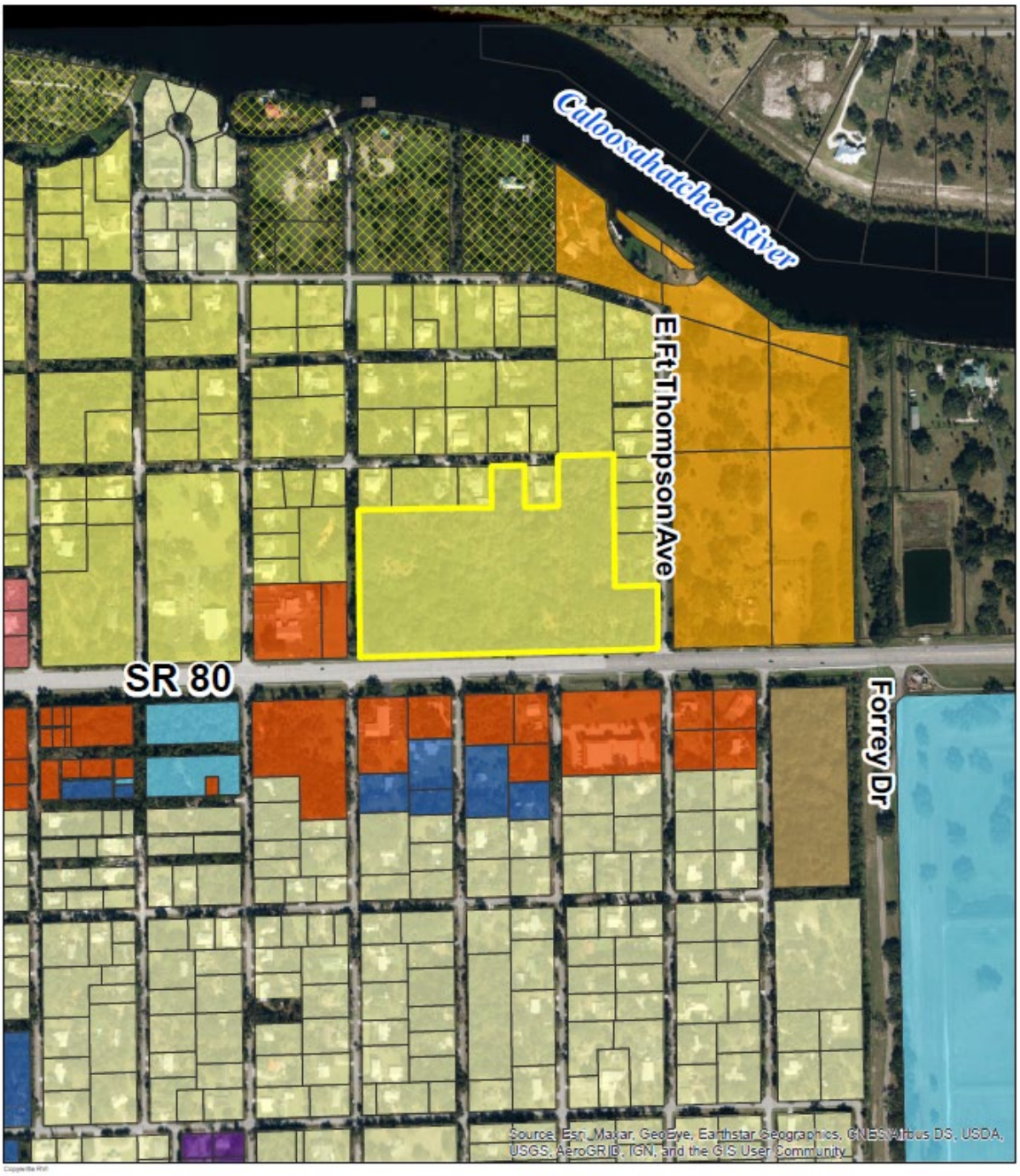
CURRENT ZONING MAP



RVi

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BIRKLAND PUD • **ZONING MAP**

City of LaBelle

Subject Boundary
Parcels

B-1
B-2
PUBLIC
PUD
R-1
R-1A
R-1AA
R-2
R-2T
R-3

0 162.5 325 650
Feet

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

PROPOSED ZONING MAP

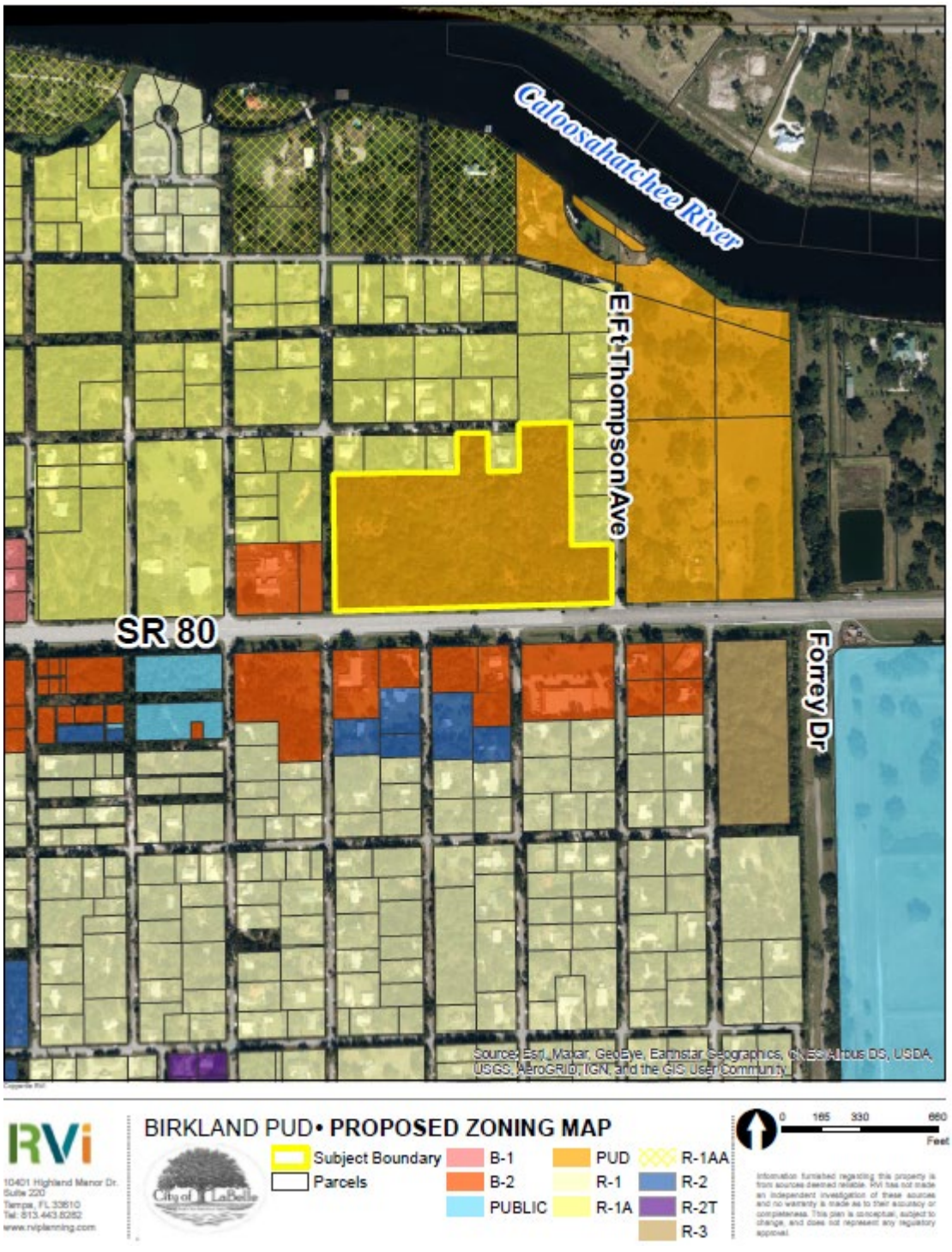


EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 104, OF GOODNO'S ADDITION TO LABELLE, AS RECORDED IN PLAT BOOK 3, AT PAGE 3, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING AND BEING IN HENDRY COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 28 MINUTES 16 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 104, 30.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF FORT THOMPSON AVENUE; THENCE SOUTH 00 DEGREES 24 MINUTES 14 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE 522.99 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.B.) 643, AT PAGE (PG.) 143, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, SAID SOUTHEAST CORNER BEING THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH 88 DEGREES 28 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS, 170.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 14 SECONDS WEST, PARALLEL TO SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE WEST LINE OF SAID LANDS, AND THE WEST LINE OF YEOMAN'S SUBDIVISION UNIT NO. 1, AS RECORDED IN PLAT BOOK 4, AT PAGE 90, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, 523.06 FEET TO THE NORTH LINE OF SAID BLOCK 104; THENCE SOUTH 88 DEGREES 28 MINUTES 16 SECONDS WEST, ALONG THE NORTH TINE OF SAID BLOCK 104, 218.9 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 104; THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK 104, 773.16 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 104 AND THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 80; THENCE NORTH 88 DEGREES 28 MINUTES 50 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 390.04 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 24 MINUTES 14 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 250.21 FEET TO THE POINT OF BEGINNING.

AND

BLOCKS 35 AND 36, OF LABELLE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 47, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING AND BEING IN HENDRY COUNTY, FLORIDA, LESS THE NORTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY PURPOSES.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LANDS:
LOT 1
A PARCEL IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PART OF BLOCK 36, GOODNO'S SUBDIVISION OF LABELLE AS RECORDED IN PLAT BOOK 1, PAGE 47, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 36 AND THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE: SOUTH 88°30'14" WEST, 263.56 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF

OKLAHOMA AVENUE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°19'44" EAST, 165.03 FEET TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE; THENCE SOUTH 88°30'14" WEST, 131.64 FEET, ALONG SAID PARALLEL LINE; THENCE NORTH 00°22'27' WEST 165.03 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF CYPRESS STREET (NOT OPEN); THENCE NORTH 88°30'14" EAST, 131.77 FEET, ALONG SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE TO THE TRUE POINT OF BEGINNING. THE SAME PARCEL BEING DESCRIBED IN O.R. BOOK 704, PAGE 1438, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

AND
LESS: LOT 6
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 36 OF GOODNO'S SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF OKLAHOMA AVENUE THENCE NORTH 88 DEGREES, 30 MINUTES, 14 SECONDS EAST, 263.56 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE TO THE TRUE POINT OF BEGINNING, THENCE CONTINUE NORTH 88 DEGREES 30 MINUTES 14 SECONDS EAST, 131.87 FEET TO THE WEST LINE OF BLOCK 104 OF SAID GOODNO'S SUBDIVISION, THENCE; SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST 165.03 FEET ALONG SAID WEST LINE TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 88 DEGREES 30 MINUTES 14 SECONDS WEST 131.84 FEET ALONG SAID PARALLEL LINE, THENCE; N 00 DEGREES 19 MINUTES 44 SECONDS WEST 165.03 FEET TO THE TRUE POINT OF BEGINNING. THE SAME PARCEL BEING DESCRIBED IN O.R. BOOK 709, PAGE 1462, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

AND
LESS: LOT 2
A PARCEL IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PART OF BLOCK 36, GOODNO'S SUBDIVISION OF LABELLE AS RECORDED IN PLAT BOOK 1, PAGE 47 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 36 AND THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE: SOUTH 88°30'14" WEST, 131.78 FEET. ALONG SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE TO THE TRUE POINT OF BEGINNING, THENCE; SOUTH 00°1944" EAST, 165.03 FEET, TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 88°30'14" WEST, 131.78 FEET ALONG SAID PARALLEL LINE, THENCE; NORTH 00°19'44" WEST 165.03 FEET, THENCE; NORTH 88°30'14" EAST 131.77 FEET. ALONG SAID SOUTH RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING. BEING THE SAME LANDS AS DESCRIBED IN O.R. BOOK 707, PAGE 1814, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

AND
LESS: LOT 3
A PARCEL IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PART OF BLOCK 36, GOODNO'S SUBDIVISION OF

LABELLE AS RECORDED IN PLAT BOOK 1, PAGE 47 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 36 AND THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 00°19'44" EAST, 165.03 FEET, ALONG SAID EAST LINE OF BLOCK 36 TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 88°30'14" WEST, 131.78 FEET, ALONG SAID PARALLEL LINE, THENCE; NORTH 00°19'44" WEST, 165.03 FEET, THENCE; NORTH 88°30'14' EAST, 131.78 FEET, ALONG SAID SOUTH RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING. BEING THE SAME LANDS DESCRIBED IN O.R. BOOK 726, PAGE 158, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

AND
LESS: LOT 4
A PARCEL IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PART OF BLOCK 36, GOODNO'S SUBDIVISION OF LABELLE AS RECORDED IN PLAT BOOK 1, PAGE 47 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 36, GOODNO'S SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE: NORTH 88 DEGREES 30'14" EAST, 131.78 FEET; ALONG SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 00 DEGREES 19'44" EAST, 165.03 FEET TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 88 DEGREES 30'14" WEST 131.78 FEET ALONG SAID PARALLEL LINE, THENCE; NORTH 00'19'44" WEST 165.03 FEET TO THE POINT OF BEGINNING. BEING THE SAME LANDS DESCRIBED IN O.R. BOOK 747, PAGE 525, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

CONTAINING A COMPUTED AREA OF 15.95 ACRES MORE OR LESS.

EXHIBIT B
SCHEDULE OF USES

Residential Tract

Administrative Offices
Accessory Uses and Structures
City of LaBelle Essential Public Utility Stations
Excavation, Water Retention
Fences, Walls
Dwellings, Multi-Family
Parking Lot
Public/Quasi-Public Utilities
Recreational Facilities (private)
Signs (in accordance with Appendix B, Section 4-81)

Commercial Tract

Accessory Uses and Structures
Business Services
City of LaBelle Utilities
Clubs/Lodges
Cultural institutions
Financial Institutions
Health Care Facilities
Government Offices
Medical Offices
Professional Offices
Personal Services
Pharmacies
Retail Sales
Restaurants (on-site or off-site consumption of alcohol requires a PUD Amendment requiring public hearings)

EXHIBIT C
SITE DEVELOPMENT REGULATIONS

	Commercial	Multi-Family
Min. Lot Area	20,000 SF	N/A
Min. Lot Width	100’	100’
Min. Lot Depth	100’	100’
Max Lot Coverage	40%	40%
Max Number of Habitable Floors	2 stories/35 feet	2 stories/35 feet
Minimum Setbacks(1, 2 & 3):		
Front (External ROW)	50’	25’
Front (Internal ROW)	20’	20’
Side	40’	15’
Rear	40’	20’
Building Separation	40’	½ BH

1. Except that this may be reduced to 30 ft where buffered from the ROW by native preserve area from SR 80 only. See Note 3 for setbacks from Fort Thompson Avenue.
2. Minimum setback from northern property line for principal and accessory structures is 205 feet.
3. Minimum setback from Fort Thompson Avenue for residential principal and accessory structures is 224 feet, and 50 feet from commercial structures.

EXHIBIT D
MASTER CONCEPT PLAN

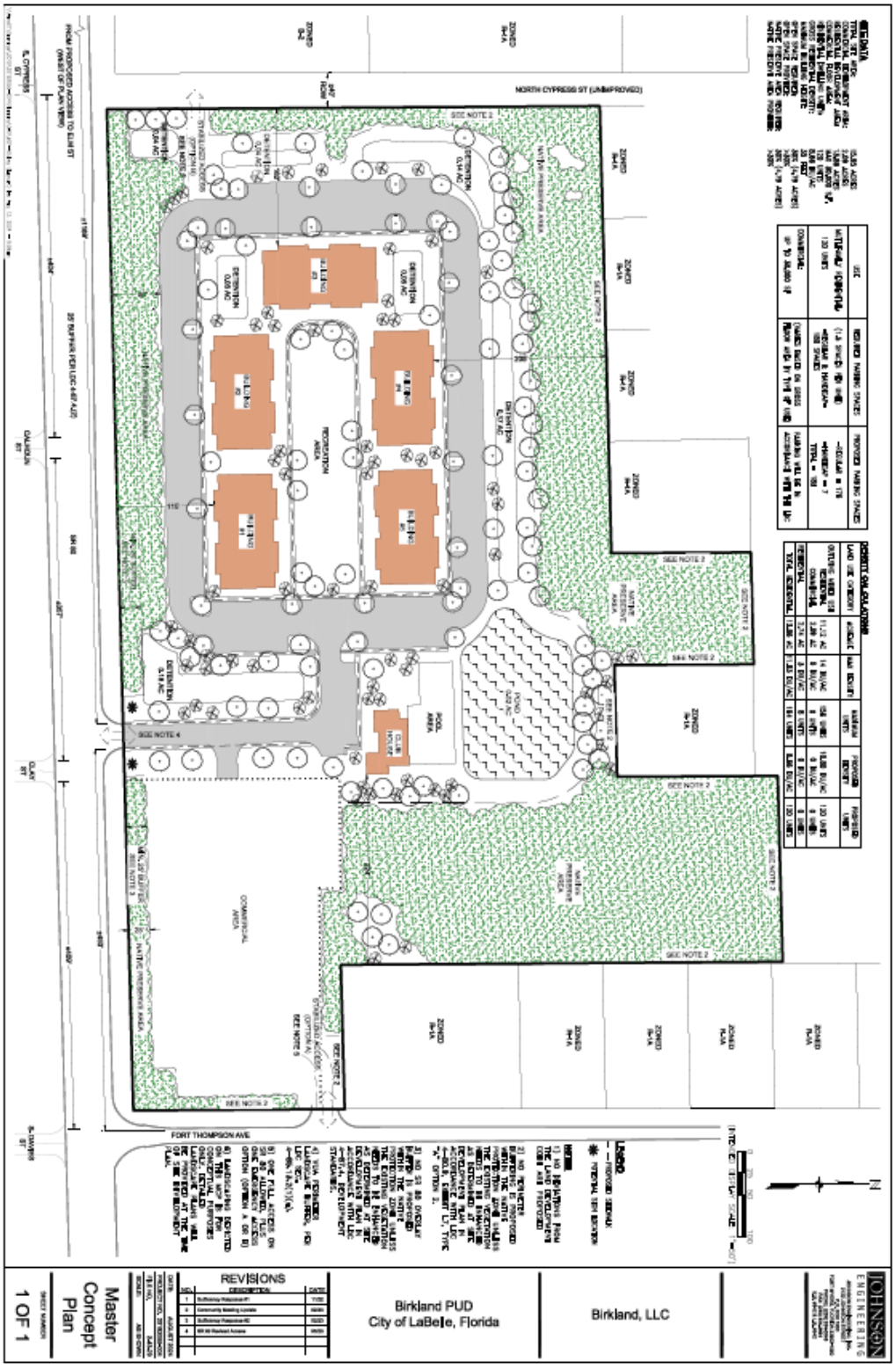


EXHIBIT E
SIGNIFICANT OAK TREE MITGATION

CITY OF LABELLE
ORDINANCE 2023-12
BIRKLAND PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA, AMENDING THE CITY OF LABELLE ZONING MAP FOR A 15.95+/-ACRE PROPERTY LOCATED IMMEDIATELY NORTH OF STATE ROAD 80, WEST OF E. FORT THOMPSON AVE; AMENDING THE ZONING DISTRICT SINGLE-FAMILY-LOW DENSITY (R1-A) TO THE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR IDENTIFICATION OF THE SUBJECT PROPERTY; PROVIDING FOR INTENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Birkland, LLC is the "Owner" of the real property located north of State Road 80 and west of E. Fort Thompson Ave, City of LaBelle, Florida, further described in Exhibit "A", attached hereto;

WHEREAS, the Owner, filed an application to rezone the subject property to Planned Unit Development to allow for the development options of a mixed-use development consistent with the City's intent for the Outlying Mixed Use and Residential future land use categories; and

WHEREAS, after duly advertised public hearings held on June 8, 2023 before the LaBelle Local Planning Agency, and on March 14, 2024 and December 12, 2024 before the City Commission; and,

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

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

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

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

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

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

1. The PUD Amendment request applied to the property is described in Exhibit 'A'.
2. Allowable uses shall be limited to those listed in the Schedule of Uses, attached as Exhibit 'B'.
3. On-site consumption on premises or alcohol sales for off-site consumption (as a principal or accessory use) requires a PUD amendment requiring public hearings.
4. Development Standards will conform to the Development Standards Table, attached as Exhibit 'C'.
5. All development must conform to the general design of the Master Concept Plan contained in Exhibit 'D' and the requirements of the Land Development Code.
6. The maximum allowable unit count is 120 dwelling units.
7. The maximum allowable commercial square footage 20,000 square feet.
8. The maximum building height is 35 feet/2 stories.
9. Residential structures, including accessory and amenity structures, must be setback a minimum of 205 feet from the northern property line and 224 feet from the Fort Thompson Avenue right-of-way.
10. Commercial structures must be setback a minimum of 50 feet from the Fort Thompson Avenue right-of-way.
11. A decorative, opaque wall or fence not less than 6 feet in height must be installed along the Fort Thompson Avenue frontage, with all required plantings on the exterior of the wall.
12. Development must connect to the City's potable water and sanitary sewer system. A demonstration of capacity will be required at the time of site construction permitting, including demonstration of a hydrant system to provide adequate and continuous water flow for firefighting purposes.
13. Site construction plans must demonstrate an internal sidewalk system to connect the proposed buildings to on-site green space areas, parking, and to the external sidewalk network.
14. The project will provide parking spaces in accordance with the Land Development Code for both residential and non-residential uses, with the exception that the required off-street parking for multiple-family dwellings shall be 1.5 spaces per unit per the LDC in effect prior to May 4, 2023.
15. Access to SR 80 will require a permit from the Florida Department of Transportation and this approval does not guarantee or grant access as shown on the MCP.
16. One (1) additional point of emergency-only unpaved, stabilized ingress/egress will be required on either Ft. Thompson Avenue OR N. Cypress Street. Ingress will be permitted for emergency service providers only.
17. A Master Signage Plan shall be provided in accordance with the Land Development Code at the time of site construction permitting to ensure cohesive and consistent signage design for both residential and non-residential components.
18. A consistent Old Florida architectural vernacular must be applied to all residential and non-residential buildings. All commercial buildings shall adhere to the following design standards:

a. Old Florida vernacular to be displayed through inclusion of elements including but not limited to: front porches, covered corridors, walkways, pitched and/ or metal roofs, shutters, and paneled siding.
b. Roof overhangs are required on all commercial buildings.
c. If flat roofs are used, they are to be enclosed from State Road 80 view by parapets, mansards or a combination of the two.
d. Facade treatments are to be provided in accordance with LDC 4-91(b)(2).
e. Exterior building colors to be derived from earth tones with subtle hues of primary building color.
f. Structures shall reflect similar architectural features such as style, materials, details, and color.

19. All residential buildings shall adhere to the Old Florida vernacular architectural style compatible with design standards identified for commercial buildings through inclusion of a minimum of three (3) of the following elements: front porches, pitched and/ or metal roofs, shutters, gabled rooflines, and paneled siding.
20. The developer/owner or their designee, which may include a property owners association (POA) must maintain common areas, parking areas, and infrastructure within the project. If a POA is established, documents must be provided to the City at the time of site construction plan permitting.
21. 8 acres of open space must be provided within the project. A minimum of 1 acre of useable open space must be provided for dedicated passive and active recreational space for residents. These useable open space areas must be exclusive of perimeter buffers, stormwater lakes/ponds, detentions areas.
22. Dumpsters, recycling facilities and service areas must be setback a minimum of 50 feet from the PUD boundaries and screened via an opaque wall or fence.
23. A 25-foot-wide streetscape buffer must be provided along Fort Thompson Avenue and SR 80 and must comply with the State Road 80 Overlay including a minimum of six (6) trees per one hundred (100) linear feet and shrubs to form a hedge row installed at 36" and maintained at 60".
24. Where native vegetation is proposed for preservation along perimeters of the project, and plant materials meet or exceed a minimum of 10 trees per 100 linear feet and a minimum of 20 feet in width, no perimeter buffer is required.
25. Internal to the site, vehicle use areas and commercial area abutting residential uses or internal rights-of-way must provide a minimum buffer of 10 feet with 5 trees per 100 linear feet and a double hedgerow installed at 24" and maintained at 48".
26. This approval authorizes the removal of 1,978 inches of significant oak trees and the preservation of 2,650 total inches of significant oak trees on-site. At the time of site construction plan application, the developer must provide landscape plans demonstrating the mitigation in accordance with the LDC for replacement of 1 inch of live oak tree for each inch removed. All replacement trees must be replanted on-site.
27. The PUD Master Concept Plan will remain valid for not more than five (5) years from the date of City Commission approval. Horizontal construction must commence within five (5) years or the MCP will be deemed vacated. Upon such time a new PUD zoning approval must be filed and approved by the City Commission. A one (1) time extension of two (2) years may be submitted to the City prior to vacation of the MCP and approved

administratively. All other extensions require City Commission approval, except for any tolling or extensions in accordance with State law.

28. The City is conducting a risk assessment and capital planning for adequate fire protection. The project may be subject in the future to impact fees or capital assessments to address the project impact.
29. In addition to applicable school impact fee payments required at the time of building permit issuance, the developer must obtain a letter of school concurrency prior to issuance of a site construction permit or enter into a proportionate fair share payment agreement with the Hendry County School District to mitigate the project's impacts.

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

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

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

PASSED AND ADOPTED in open session this _____ day _____, 2024.

THE CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest: _____
Tijauna Warner, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Derek Rooney, City Attorney

Vote:	AYE	NAY
Mayor Wilkins	____	____
Commissioner Vargas	____	____
Commissioner Ratica	____	____
Commissioner Akin	____	____
Commissioner Spratt	____	____

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 104, OF GOODNO'S ADDITION TO LABELLE, AS RECORDED IN PLAT BOOK 3, AT PAGE 3, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING AND BEING IN HENDRY COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 28 MINUTES 16 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 104, 30.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF FORT THOMPSON AVENUE; THENCE SOUTH 00 DEGREES 24 MINUTES 14 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE 522.99 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.B.) 643, AT PAGE (PG.) 143, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, SAID SOUTHEAST CORNER BEING THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH 88 DEGREES 28 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LANDS, 170.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 14 SECONDS WEST, PARALLEL TO SAID WEST RIGHT-OF-WAY LINE, AND ALONG THE WEST LINE OF SAID LANDS, AND THE WEST LINE OF YEOMAN'S SUBDIVISION UNIT NO. 1, AS RECORDED IN PLAT BOOK 4, AT PAGE 90, OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA, 523.06 FEET TO THE NORTH LINE OF SAID BLOCK 104; THENCE SOUTH 88 DEGREES 28 MINUTES 16 SECONDS WEST, ALONG THE NORTH TINE OF SAID BLOCK 104, 218.9 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 104; THENCE SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK 104, 773.16 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 104 AND THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 80; THENCE NORTH 88 DEGREES 28 MINUTES 50 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 390.04 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 24 MINUTES 14 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 250.21 FEET TO THE POINT OF BEGINNING.

AND

BLOCKS 35 AND 36, OF LABELLE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 47, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING AND BEING IN HENDRY COUNTY, FLORIDA, LESS THE NORTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY PURPOSES.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LANDS:
LOT 1
A PARCEL IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PART OF BLOCK 36, GOODNO'S SUBDIVISION OF LABELLE AS RECORDED IN PLAT BOOK 1, PAGE 47, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 36 AND THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE: SOUTH 88°30'14" WEST, 263.56 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°19'44" EAST, 165.03 FEET TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE; THENCE SOUTH 88°30'14" WEST, 131.64 FEET, ALONG SAID PARALLEL LINE; THENCE NORTH 00°22'27' WEST 165.03 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF CYPRESS STREET (NOT OPEN); THENCE NORTH 88°30'14" EAST, 131.77 FEET, ALONG SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE TO THE TRUE POINT OF BEGINNING. THE SAME PARCEL BEING DESCRIBED IN O.R. BOOK 704, PAGE 1438, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

AND
LESS: LOT 6
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 36 OF GOODNO'S SUBDIVISION AND THE SOUTH RIGHT-OF-WAY LINE OF OKLAHOMA AVENUE THENCE NORTH 88 DEGREES, 30 MINUTES, 14 SECONDS EAST, 263.56 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE TO THE TRUE POINT OF BEGINNING, THENCE CONTINUE NORTH 88 DEGREES 30 MINUTES 14 SECONDS EAST, 131.87 FEET TO THE WEST LINE OF BLOCK 104 OF SAID GOODNO'S SUBDIVISION, THENCE; SOUTH 00 DEGREES 19 MINUTES 14 SECONDS EAST 165.03 FEET ALONG SAID WEST LINE TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 88 DEGREES 30 MINUTES 14 SECONDS WEST 131.84 FEET ALONG SAID PARALLEL LINE, THENCE; N 00 DEGREES 19 MINUTES 44 SECONDS WEST 165.03 FEET TO THE TRUE POINT OF BEGINNING. THE SAME PARCEL BEING DESCRIBED IN O.R. BOOK 709, PAGE 1462, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

AND
LESS: LOT 2
A PARCEL IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PART OF BLOCK 36, GOODNO'S SUBDIVISION OF LABELLE AS RECORDED IN PLAT BOOK 1, PAGE 47 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 36 AND THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE: SOUTH 88°30'14" WEST, 131.78 FEET. ALONG SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE TO THE TRUE POINT OF BEGINNING, THENCE; SOUTH 00°1944" EAST, 165.03 FEET, TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 88°30'14" WEST, 131.78 FEET ALONG SAID PARALLEL LINE, THENCE; NORTH 00°19'44" WEST 165.03 FEET, THENCE; NORTH 88°30'14" EAST 131.77 FEET. ALONG SAID SOUTH RIGHT OF WAY

LINE TO THE TRUE POINT OF BEGINNING. BEING THE SAME LANDS AS DESCRIBED IN O.R. BOOK 707, PAGE 1814, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

AND
LESS: LOT 3
A PARCEL IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PART OF BLOCK 36, GOODNO'S SUBDIVISION OF LABELLE AS RECORDED IN PLAT BOOK 1, PAGE 47 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 36 AND THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 00°19'44" EAST, 165.03 FEET, ALONG SAID EAST LINE OF BLOCK 36 TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 88°30'14" WEST, 131.78 FEET, ALONG SAID PARALLEL LINE, THENCE; NORTH 00°19'44" WEST, 165.03 FEET, THENCE; NORTH 88°30'14' EAST, 131.78 FEET, ALONG SAID SOUTH RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING. BEING THE SAME LANDS DESCRIBED IN O.R. BOOK 726, PAGE 158, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

AND
LESS: LOT 4
A PARCEL IN SECTION 4, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, BEING A PART OF BLOCK 36, GOODNO'S SUBDIVISION OF LABELLE AS RECORDED IN PLAT BOOK 1, PAGE 47 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID BLOCK 36, GOODNO'S SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE: NORTH 88 DEGREES 30'14" EAST, 131.78 FEET; ALONG SAID SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 00 DEGREES 19'44" EAST, 165.03 FEET TO A LINE 165 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF OKLAHOMA AVENUE, THENCE; SOUTH 88 DEGREES 30'14" WEST 131.78 FEET ALONG SAID PARALLEL LINE, THENCE; NORTH 00'19'44" WEST 165.03 FEET TO THE POINT OF BEGINNING. BEING THE SAME LANDS DESCRIBED IN O.R. BOOK 747, PAGE 525, PUBLIC RECORDS, HENDRY COUNTY, FLORIDA.

CONTAINING A COMPUTED AREA OF 15.95 ACRES MORE OR LESS.

EXHIBIT B
SCHEDULE OF USES

Residential

Administrative Offices
Accessory Uses and Structures
City of LaBelle Essential Public Utility Stations
Excavation, Water Retention
Fences, Walls
Dwellings, Multi-Family
Parking Lot
Public/Quasi-Public Utilities
Recreational Facilities (private)
Signs (in accordance with Appendix B, Section 4-81)

Commercial

Accessory Uses and Structures
Business Services
City of LaBelle Utilities
Clubs/Lodges
Cultural institutions
Financial Institutions
Health Care Facilities
Government Offices
Medical Offices
Professional Offices
Personal Services
Pharmacies
Retail Sales
Restaurants (on-site or off-site consumption of alcohol requires a PUD Amendment requiring public hearings)

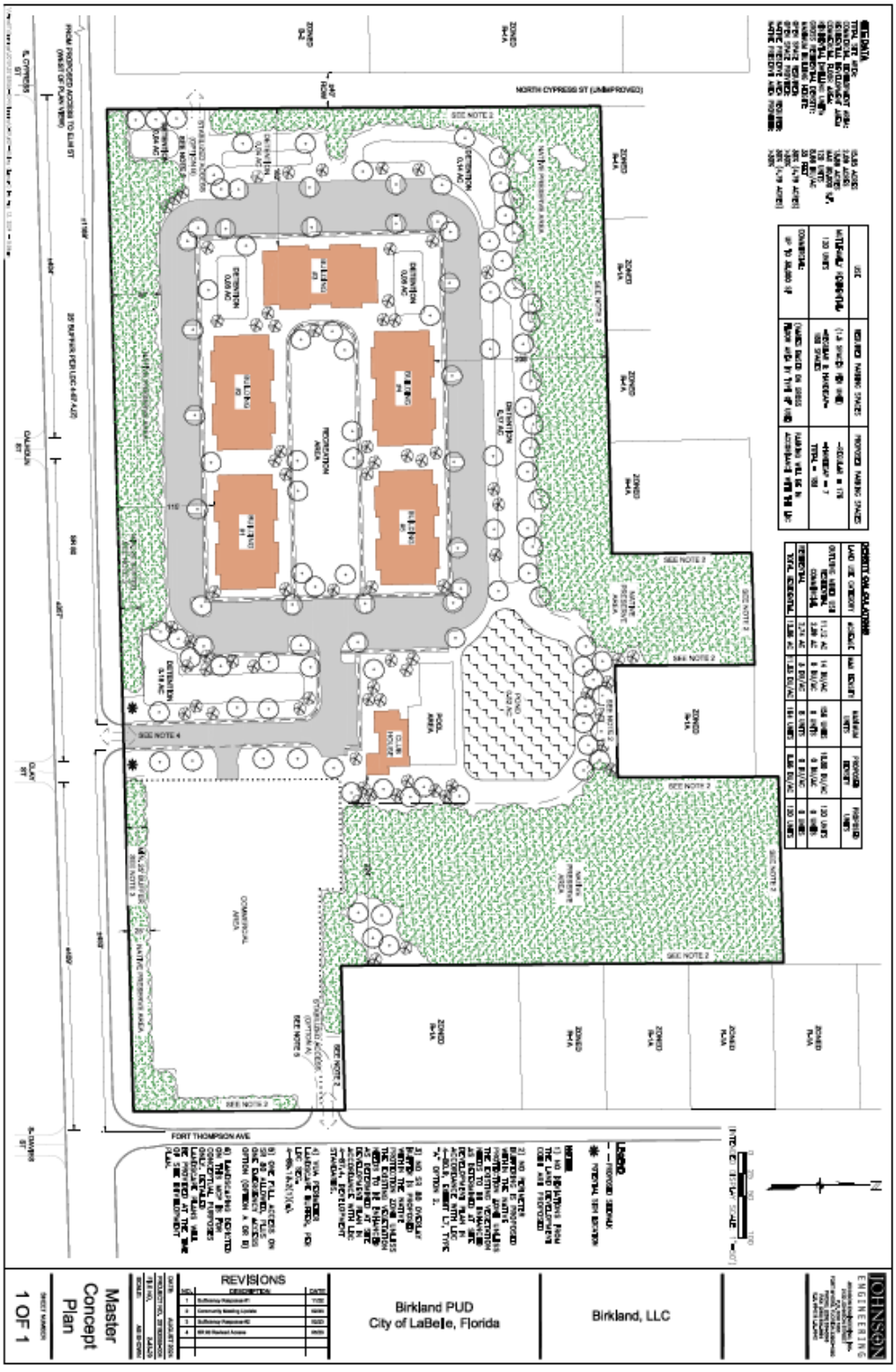
EXHIBIT C
SITE DEVELOPMENT REGULATIONS

	Commercial	Multi-Family
Min. Lot Area	20,000 SF	N/A
Min. Lot Width	100’	100’
Min. Lot Depth	100’	100’
Max Lot Coverage	40%	40%
Max Number of Habitable Floors	2 stories/35 feet	2 stories/35 feet
Minimum Setbacks(1, 2 & 3):		
Front (External ROW)	50’	25’
Front (Internal ROW)	20’	20’
Side	40’	15’
Rear	40’	20’
Building Separation	40’	½ BH

1. Except that this may be reduced to 30 ft where buffered from the ROW by native preserve area from SR 80 only. See Note 3 for setbacks from Fort Thompson Avenue.
2. Minimum setback from northern property line for principal and accessory structures is 205 feet.
3. Minimum setback from Fort Thompson Avenue for residential principal and accessory structures is 224 feet, and 50 feet from commercial structures.

388
389

EXHIBIT D - MASTER CONCEPT PLAN



390

391
392

EXHIBIT E – SIGNIFICANT OAK TREE MITGATION

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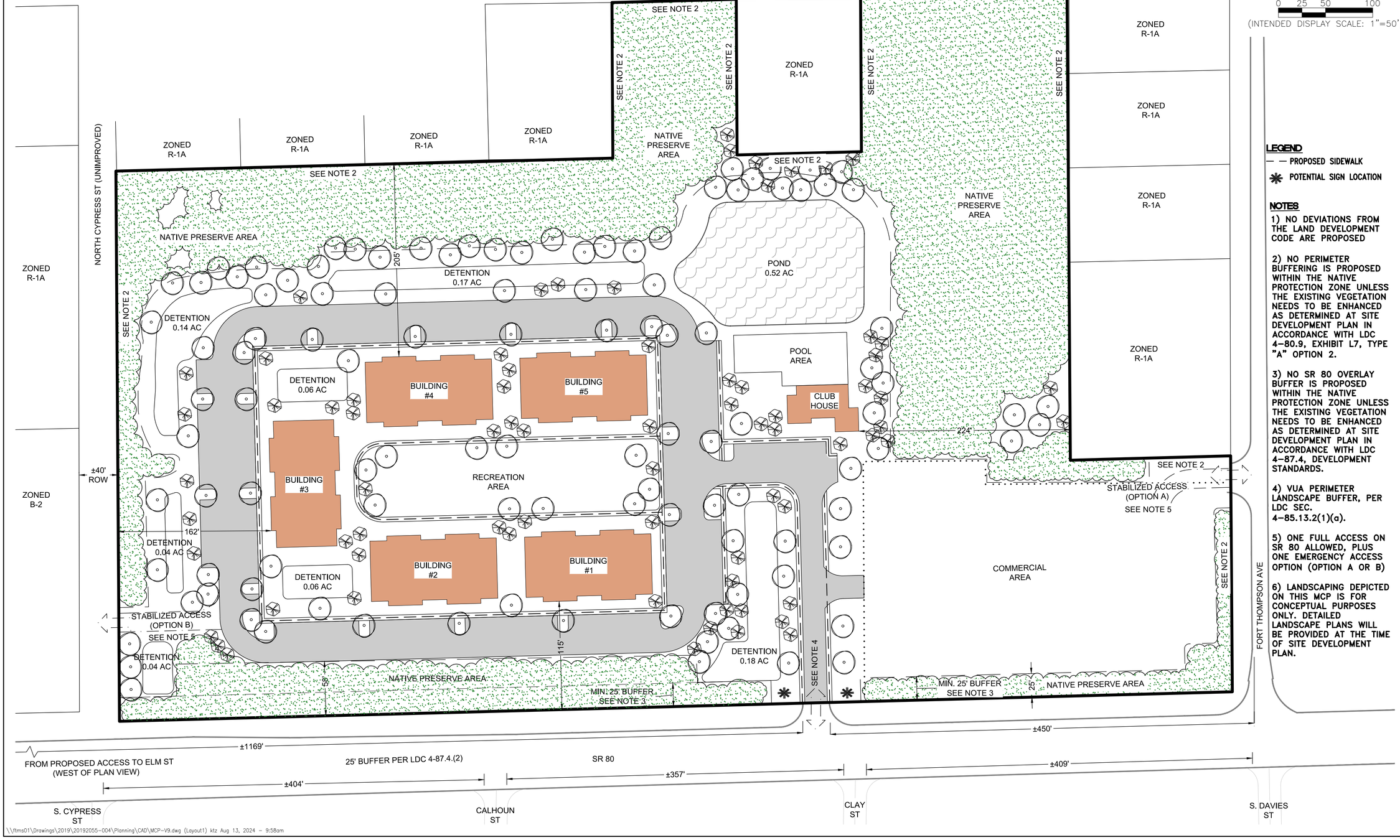
SITE DATA

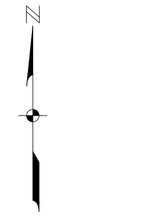
TOTAL SITE AREA:	15.95 ACRES
COMMERCIAL DEVELOPMENT AREA:	2.09 ACRES
RESIDENTIAL DEVELOPMENT AREA:	13.86 ACRES
COMMERCIAL FLOOR AREA:	MAX 30,000 S.F.
RESIDENTIAL DWELLING UNITS:	120 UNITS
GROSS RESIDENTIAL DENSITY:	8.66 DU/AC
MAXIMUM BUILDING HEIGHT:	35 FEET
OPEN SPACE REQUIRED:	30% (4.79 ACRES)
OPEN SPACE PROVIDED:	>30%
NATIVE PRESERVE AREA REQUIRED:	30% (4.79 ACRES)
NATIVE PRESERVE AREA PROVIDED:	>30%

USE	REQUIRED PARKING SPACES	PROPOSED PARKING SPACES
MUTLIFAMILY RESIDENTIAL: 120 UNITS	(1.5 SPACES PER UNIT) –REGULAR & HANDICAP= 180 SPACES	–REGULAR = 176 –HANDICAP = 7 TOTAL = 183
COMMERCIAL: UP TO 30,000 SF	(VARIES BASED ON GROSS FLOOR AREA BY TYPE OF USE)	PARKING WILL BE IN ACCORDANCE WITH THE LDC

DENSITY CALCULATIONS

LAND USE CATEGORY	ACREAGE	MAX DENSITY	MAXIMUM UNITS	PROPOSED DENSITY	PROPOSED UNITS
OUTLYING MIXED USE RESIDENTIAL	11.12 AC	14 DU/AC	156 UNITS	10.80 DU/AC	120 UNITS
COMMERCIAL	2.09 AC	0 DU/AC	0 UNITS	0 DU/AC	0 UNITS
RESIDENTIAL	2.74 AC	3 DU/AC	8 UNITS	0 DU/AC	0 UNITS
TOTAL RESIDENTIAL	13.86 AC	11.83 DU/AC	164 UNITS	8.66 DU/AC	120 UNITS





LEGEND

— — PROPOSED SIDEWALK

✱ POTENTIAL SIGN LOCATION

NOTES

1) NO DEVIATIONS FROM THE LAND DEVELOPMENT CODE ARE PROPOSED

2) NO PERIMETER BUFFERING IS PROPOSED WITHIN THE NATIVE PROTECTION ZONE UNLESS THE EXISTING VEGETATION NEEDS TO BE ENHANCED AS DETERMINED AT SITE DEVELOPMENT PLAN IN ACCORDANCE WITH LDC 4-80.9, EXHIBIT L7, TYPE "A" OPTION 2.

3) NO SR 80 OVERLAY BUFFER IS PROPOSED WITHIN THE NATIVE PROTECTION ZONE UNLESS THE EXISTING VEGETATION NEEDS TO BE ENHANCED AS DETERMINED AT SITE DEVELOPMENT PLAN IN ACCORDANCE WITH LDC 4-87.4, DEVELOPMENT STANDARDS.

4) VUA PERIMETER LANDSCAPE BUFFER, PER LDC SEC. 4-85.13.2(1)(a).

5) ONE FULL ACCESS ON SR 80 ALLOWED, PLUS ONE EMERGENCY ACCESS OPTION (OPTION A OR B)

6) LANDSCAPING DEPICTED ON THIS MCP IS FOR CONCEPTUAL PURPOSES ONLY. DETAILED LANDSCAPE PLANS WILL BE PROVIDED AT THE TIME OF SITE DEVELOPMENT PLAN.

JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

Birkland, LLC

Birkland PUD
City of LaBelle, Florida

REVISIONS

NO.	DESCRIPTION	DATE
1	Sufficiency Response #1	11/22
2	Community Meeting Update	02/23
3	Sufficiency Response #2	02/23
4	SR 80 Revised Access	05/23

DATE: AUGUST 2024
PROJECT NO. 20192055-004
FILE NO. 2-43-29
SCALE: AS SHOWN

Master Concept Plan

SHEET NUMBER

1 OF 1

From: Lisa Awbrey
To: Tia Warner
Subject: FW: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024
Date: Tuesday, December 3, 2024 1:06:55 PM
Attachments: image002.png
image003.png
image004.png
image005.png

Tia,
Here is a copy of the emails in case you want to include for the Commissioners review.
Thank you,

Lisa Awbrey
Human Resources Director
City of LaBelle
P.O. Box 458
LaBelle, FL 33975
863-675-2872 Ext. 236

From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Monday, December 2, 2024 4:49 PM
To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good afternoon Lisa,

Along with PRM, we are standing by the decision to deny liability as the City was not negligent in this matter. We are unable to issue payment for damages the claimant sustained from this incident at this time.

Thank you,

Grace Kitchner
P&C Adjuster
Claims Solutions
Davies North America

(877) 326- 5326 x 4167
grace.kitchner@us.davies-group.com
https://davies-group.com/northamerica

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From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Wednesday, November 27, 2024 11:31 AM
To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good afternoon Lisa,

I have submitted your request to PRM for review.

Thank you,

Grace Kitchner
P&C Adjuster
Claims Solutions
Davies North America

(877) 326- 5326 x 4167
grace.kitchner@us.davies-group.com
https://davies-group.com/northamerica

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From: Lisa Awbrey <lisaawbrey@citylabelle.com>
Sent: Tuesday, November 26, 2024 1:19 PM
To: Grace Kitchner <grace.kitchner@us.davies-group.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good afternoon Grace,
Commissioner Akin has asked that the claim be reconsidered for payment.
Thank you,

Lisa Awbrey
Human Resources Director
City of LaBelle
P.O. Box 458
LaBelle, FL 33975
863-675-2872 Ext. 236

From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Thursday, November 21, 2024 8:35 AM
To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Lisa,

Our denial letter has been forwarded to the claimant. See attached.

We will be closing our file at this time.

Thank you,

Grace Kitchner
P&C Adjuster
Claims Solutions
Davies North America

(877) 326- 5326 x 4167
grace.kitchner@us.davies-group.com
https://davies-group.com/northamerica

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From: Lisa Awbrey <lisaawbrey@citylabelle.com>
Sent: Tuesday, November 19, 2024 8:38 AM
To: Grace Kitchner <grace.kitchner@us.davies-group.com>

Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Grace,
Yes, ma'am.
Thank you,

Lisa Awbrey
Human Resources Director
City of LaBelle
P.O. Box 458
LaBelle, FL 33975
863-675-2872 Ext. 236

From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Tuesday, November 19, 2024 8:33 AM
To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: FW: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Lisa,

I am following up on my previous email regarding our liability determination of this claim.

Can you please advise if we can move forward with denial?

Thank you,

Grace Kitchner
P&C Adjuster
Claims Solutions
Davies North America

(877) 326- 5326 x 4167
grace.kitchner@us.davies-group.com
https://davies-group.com/northamerica

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From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Thursday, November 14, 2024 8:31 AM
To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Lisa,

I have conferred with PRM regarding liability in this matter.

We are in agreement that since the City did not have any ordinance in place at the time of incident nor were any previous incidents reported, we are recommending a denial of liability in this matter.

Please advise.

Thank you,

Grace Kitchner
P&C Adjuster
Claims Solutions
Davies North America

(877) 326- 5326 x 4167
grace.kitchner@us.davies-group.com
https://davies-group.com/northamerica

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From: Lisa Awbrey <lisaawbrey@citylabelle.com>
Sent: Wednesday, November 13, 2024 9:15 AM
To: Grace Kitchner <grace.kitchner@us.davies-group.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Grace,
No, we didn't have any prior incidents reported to the City regarding this tree.
Thank you,

Lisa Awbrey

Human Resources Director
City of LaBelle
P.O. Box 458
LaBelle, FL 33975
863-675-2872 Ext. 236

From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Wednesday, November 13, 2024 7:54 AM
To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Lisa,

Thank you for the follow up information. The claimant is under the impression that Mr. Wills had confirmed that the City will have his repairs paid for, unfortunately.

Had any prior incidents at this location been reported to the City?

I am going to roundtable this claim with my PRM team and let you know the outcome of our liability assessment.

Thank you,

Grace Kitchner
P&C Adjuster
Claims Solutions
Davies North America

(877) 326- 5326 x 4167
grace.kitchner@us.davies-group.com
https://davies-group.com/northamerica

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From: Lisa Awbrey <lisaawbrey@citylabelle.com>
Sent: Tuesday, November 12, 2024 8:58 AM
To: Grace Kitchner <grace.kitchner@us.davies-group.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Grace,

I spoke with Superintendent Mitchell Wills. He is the one that spoke with Mr. Hallihan. He said, he told him the tree was 11' but that the City didn't currently have an ordinance regarding height. DOT Standards are 14' which we have now adopted that height into an Ordinance at our last City Commission Meeting which was October 24, 2024. Mr. Wills said, he told Mr. Hallihan he wasn't sure if the City's insurance would cover it or not.

Regards,

Lisa Awbrey
Human Resources Director
City of LaBelle
P.O. Box 458
LaBelle, FL 33975
863-675-2872 Ext. 236

From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Friday, November 1, 2024 3:50 PM
To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good afternoon Lisa,

The claimant has stated that he has spoken to someone at City Hall who informed him that the tree clearance should be around 14ft, but at the time of the incident the clearance was about 11ft. This same person also told the claimant that the City would "take care" of him.

The claimant provided the repair estimate for the damages totaling $1,814.23.

Can you provide any information regarding the tree clearance regulation and measurements? I know you had previously shared that the involved department is closed on Fridays.

Thank you for your help,

Grace Kitchner
P&C Adjuster
Claims Solutions
Davies North America

(877) 326- 5326 x 4167
grace.kitchner@us.davies-group.com
https://davies-group.com/northamerica

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From: Lisa Awbrey <lisaawbrey@citylabelle.com>
Sent: Friday, October 18, 2024 9:21 AM
To: Grace Kitchner <grace.kitchner@us.davies-group.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Grace,
I will need to get back to you on Monday regarding the height of the tree branch. Our streets maintenance staff are off on Fridays. The tree is a City tree. We have hundreds of Oak Trees in the City of LaBelle. We are the City of the Oaks. We do have signage on the streets that say no trucks, but they don't say low hanging trees. I will get a measurement for you on Monday.
Regards,

Lisa Awbrey
Human Resources Director
City of LaBelle
P.O. Box 458
LaBelle, FL 33975
863-675-2872 Ext. 236

From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Friday, October 18, 2024 9:15 AM

To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good morning Lisa,

Thank you for the photos.

Can we confirm that the tree is City owned and regularly maintained? Do we know what the clearance of the trees are supposed to be in that area and if the tree is abiding by that code?

Thank you,

Grace Kitchner
P&C Adjuster
Claims Solutions
Davies North America

(877) 326- 5326 x 4167
grace.kitchner@us.davies-group.com
https://davies-group.com/northamerica

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From: Lisa Awbrey <lisaawbrey@citylabelle.com>
Sent: Thursday, October 17, 2024 3:38 PM
To: Grace Kitchner <grace.kitchner@us.davies-group.com>
Subject: RE: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good afternoon Grace,
This is the only picture that was provided to us. The tree was inspected by our Superintendent of Public Works, and he said he couldn't see any damage on the tree limb that indicated something had hit it. Also, he spoke with the lady that lives directly in front of the tree and she said she didn't see or hear anything.

Lisa Awbrey
Human Resources Director
City of LaBelle
P.O. Box 458
LaBelle, FL 33975
863-675-2872 Ext. 236

From: Grace Kitchner <grace.kitchner@us.davies-group.com>
Sent: Thursday, October 17, 2024 3:20 PM
To: Lisa Awbrey <lisaawbrey@citylabelle.com>
Subject: Claim #1292785 - John Glen Hallihan v. City of La Belle - DOL 09/21/2024

Good afternoon Lisa,

I hope you are safe and well after the last two Hurricanes!

I am currently in a mediation or I would have called to discuss this new claim involving a damaged camper from a low hanging branch. I do not see any supports uploaded to the file at this time. Could you please provide me with any supports or additional information you have for this matter?

Are we able to confirm if this tree involved is City owned and maintained? Have previous incidents been reported for this location? Do we know what the legal tree clearance should be on this road?

I appreciate your help and time with this!

Thank you,
Grace Kitchner
P&C Adjuster
Claims Solutions
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