

CITY OF LABELLE



AGENDA

Regular Commission Meeting

Thursday, May 08, 2025, at 5:30 PM

LaBelle Commission Chambers
481 West Hickpochee Ave
LaBelle, FL 33975

CITY COMMISSION:

Julie C. Wilkins., Mayor
Vacant, 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. **Additions of Emergency Basis From Mayor, Deletions and Approval of Agenda Items**
 - A. Approval of Appointing Kevin Holland as Tax Assessor Commissioner
 - B. Swearing-In Ceremony - Newly Appointed Tax Assessor Commissioner Kevin Holland
5. **Presentations**
 - A. Supporting Mobility in LaBelle - Western Transportation Institute (WTI)
 - B. Margaret England Certificate of Recognition
 - C. Mary Bartoshuk Certificate of Recognition
6. **Consent Agenda Items for Consideration**

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

 - A. **Approval of April Check Register**
 - B. **Approval of April Minutes:**
April 10, 2025 City Commission Meeting Minutes
 - C. **Approval of Staff Reports:**
 - HCSO- Lt. Allen Hudson
 - Fire Department- Chief Brent Stevens
 - Building Department- Mark Lynch
 - Code Enforcement- Zane Mungillo
 - D. CAP Piggyback Agreement
 - E. Approval to Close Inactive Bank Accounts
 - F. Wheeler Grove Settlement Agreement
 - G. Municipal Clerks Week Proclamation
 - H. Ten-8 Fire Safety Ladder Truck Proposal
7. **Non-Public Hearing Items for Consideration**

(Limited to 15 minutes per item: 3-5 minutes optional presentation time with the remaining time for discussion by the Commission)

 - A. Tortilla Plant Tree Removal Permit Application - Patty Kulak
 - B. Termination of Fluoride in Water
 - C. Audit Status Update - Lilly Davenport (Finance Director)

D. FY2026 Budget Preparations - Lilly Davenport (Finance Director)

E. Hendry County Impact Fee Interlocal Agreement

8. Public Hearings and/or Ordinances

A. ORDINANCE 2025-1 (*first reading*) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; ESTABLISHING A MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION MEASURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

10. City Related Business by Commissioners

11. Adjournment

Upcoming Meetings:

June 12, 2025 Local Planning Agency & City Commission Meeting

July 10, 2025 Local Planning Agency & City Commission Meeting

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

City of Labelle Office Closures:

May 26, 2025 Memorial Day

July 4, 2025 Independence Day

Meeting Records Request

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

Notice of Commission Meetings and Agendas

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

Americans with Disabilities Act

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

Supporting Mobility in LaBelle, Florida:

May 8, 2025

How did we get here?

- Initial discussions in December of 2022 involved the feasibility of a bicycle library system; that task was eventually removed all together, as the SR29 project was at the forefront of the community's mind

Task	2022	2023												2024							
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1 Project Management																					
Update Calls	X		X	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X
Status Update Reports			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
2 On-Site Kick-Off & Data Collection																					
3 The Impacts of the FDOT SR29 Project on Walkability of Downtown LaBelle																					
4 A Highway's Influence on Active Transportation in Small, Rural Downtowns																					
5 Summarizing the Crash Experience in LaBelle																					
6 Active Transportation Use in LaBelle																					
7 Feasibility of Active Transportation Improvements for LaBelle																					
8 Report																					X

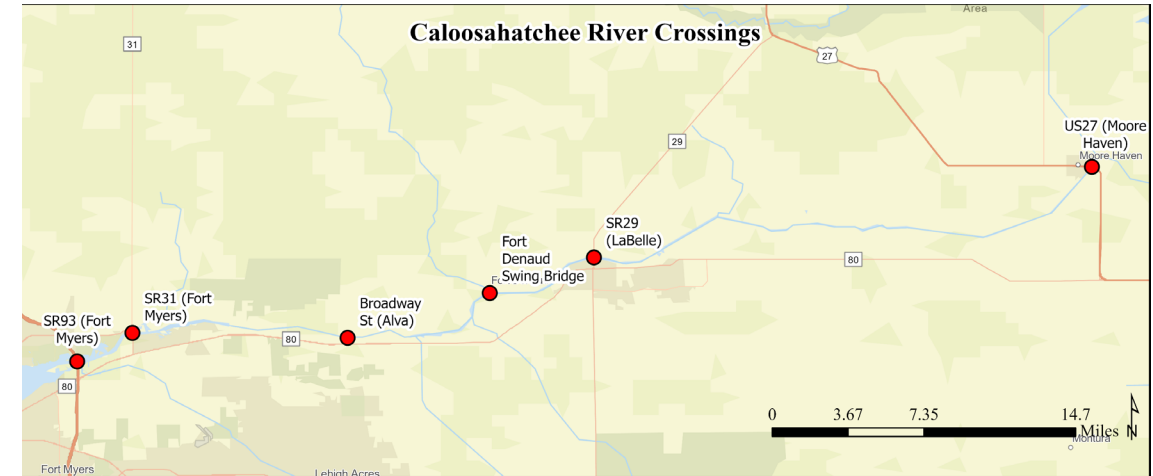
Check-In Meetings

- We scheduled 17 (including today) and ultimately held 15 meetings over the course of the project to check-in on the project and provide updates as the tasks were accomplished.
 - In April, July and August of 2023 (see notes) we talked about how they are pushing the two bridges for redundancy in case of a hurricane damaging one

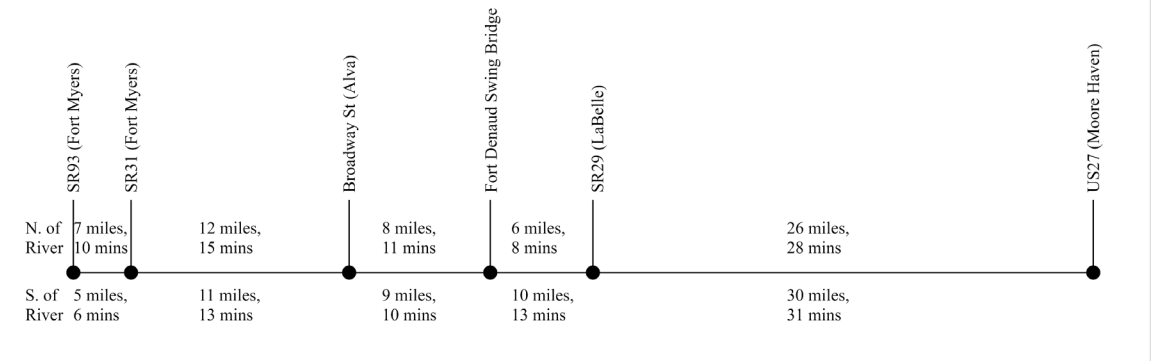
Conclusions

Reasons for SR29 Expansion

- Traffic volumes
- Redundancy in case of a hurricane

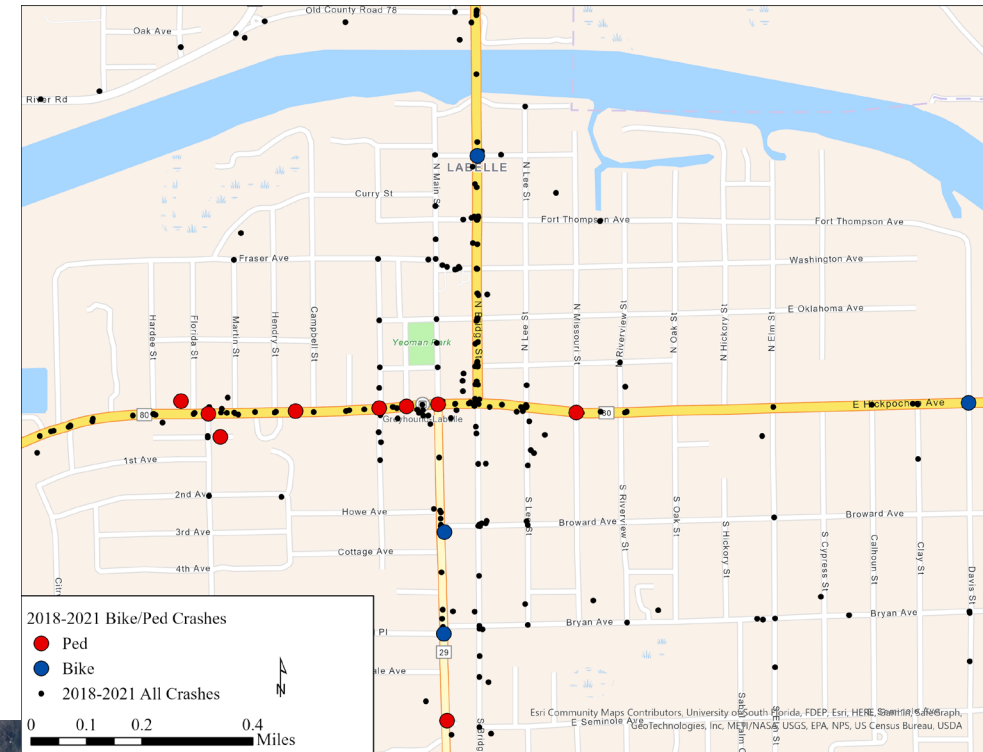


How Far Is The Next Bridge?



People are walking and bicycling in LaBelle

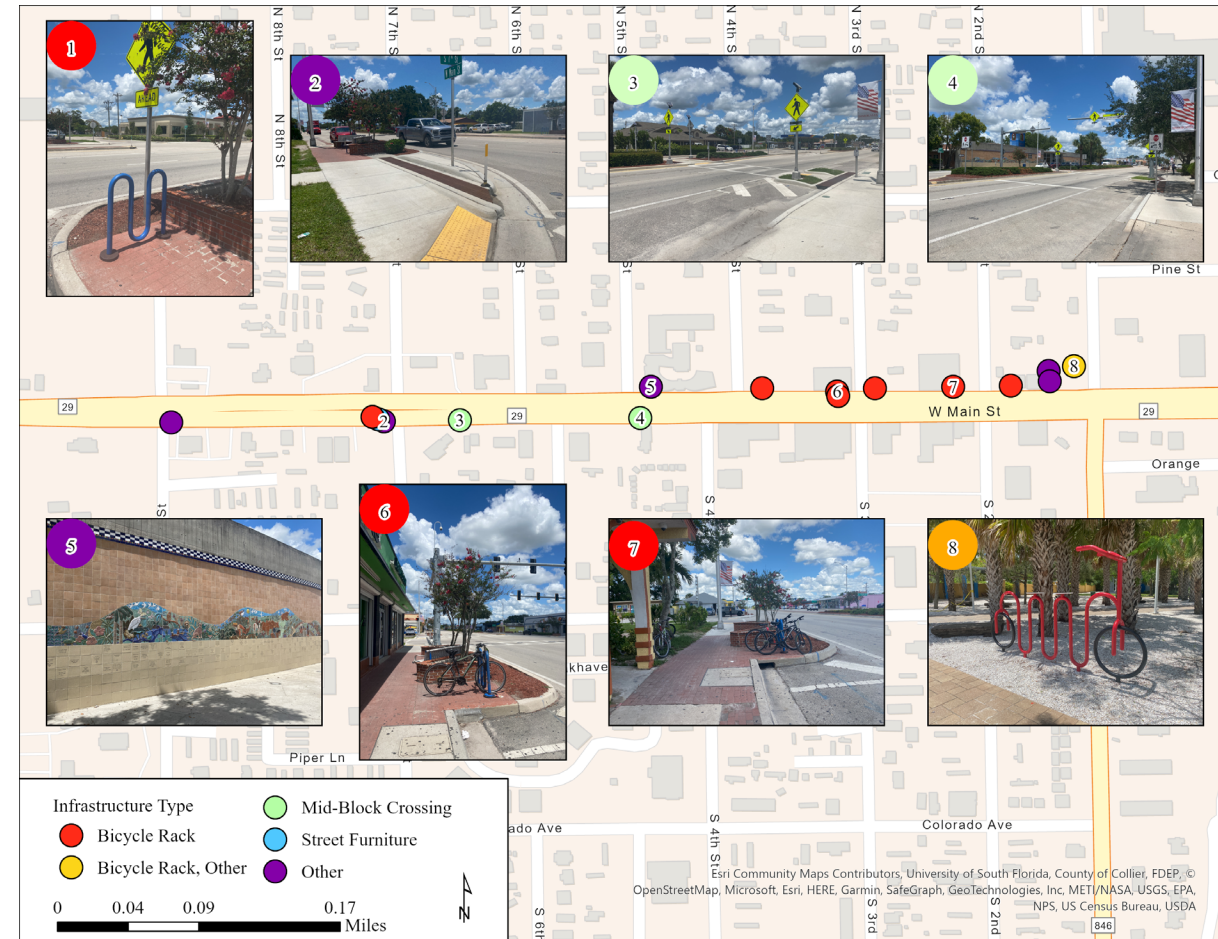
- Manual counts conducted at 6 intersections; while only 2 hours or less in duration, bicyclists and/or pedestrians were counted at all but 1 intersection
- Automatic counts, 3 locations, 4-5 bicyclists per day, 45-145 pedestrians per day
- Main Street, which the new bridge would make as a parallel roadway for SR29 through the community, is an economic connection for LaBelle between their docks and the downtown; this new designation could impact the use of the docks
- Poor yielding behavior by motorists for pedestrians trying to cross SR29





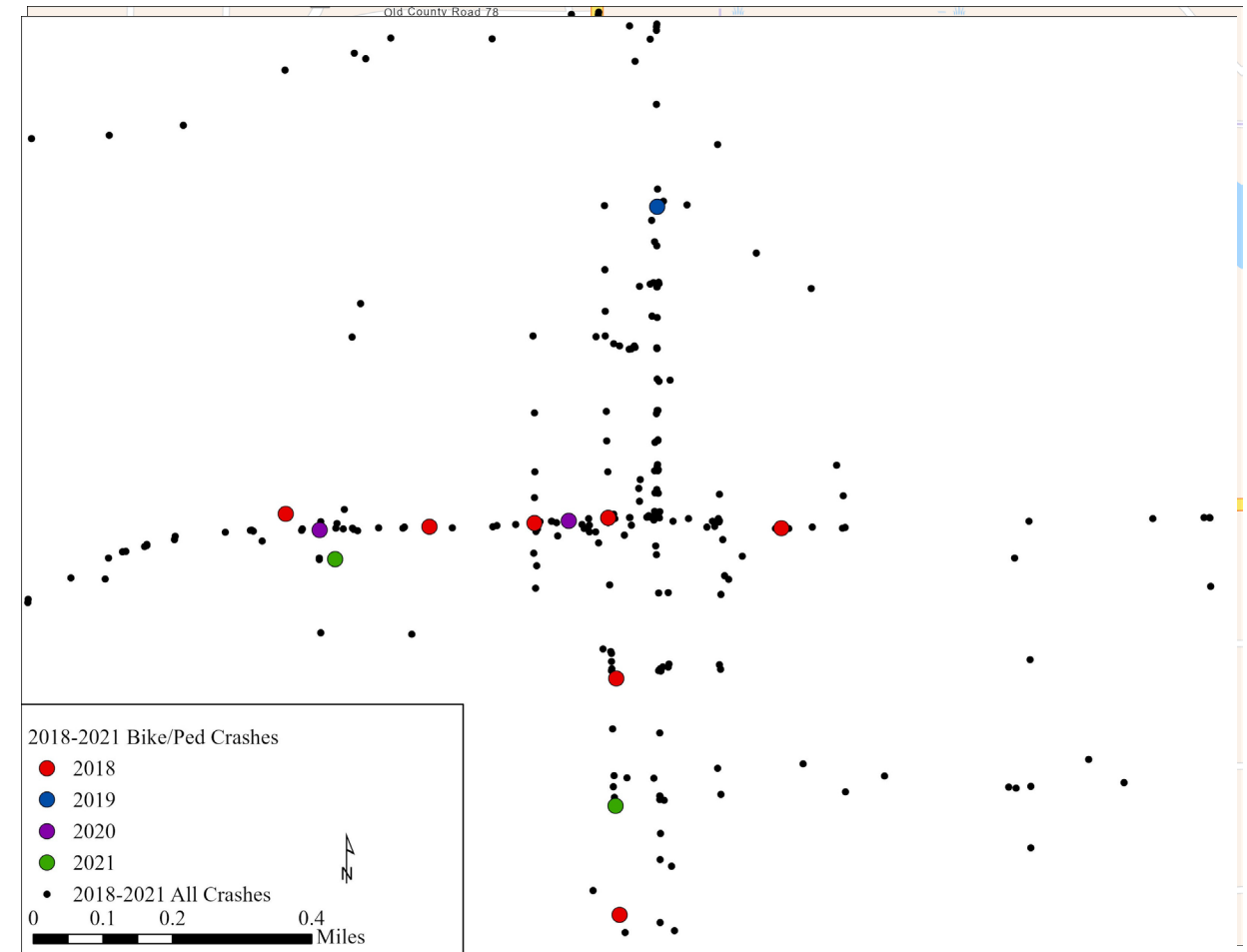
Findings from Peer Communities

- Immokalee, Punta Gorda, ~~Moore Haven~~
- Six Best Practices
 1. Work with local volunteer and advocacy groups
 2. Work with local law enforcement to conduct high visibility enforcement
 3. Develop bicycle and pedestrian planning documents
 4. Inventory bicycle and pedestrian infrastructure as a benchmark
 5. Obtain feedback from the public
 6. Pursue federal funding



Bicycle & Pedestrian Crash Analysis

- While few, bicycle and pedestrian crashes are almost always severe, resulting in injury or death
- Clustered around the state roadways
- More likely to occur when it's dark
- Older drivers are involved with about 1/5 of bicycle and pedestrian crashes



Active Transportation Induced Demand

- 30 reviewed literature pieces
- Much literature is focused on the urban context, but there are a few rural examples
- Main takeaway: providing bicycle and pedestrian infrastructure supports people walking and bicycling
- The type of infrastructure (e.g., striped bike lane next to heavy traffic vs. separated cycle track) heavily influences use
- Providing connections to where people want to go do (e.g., downtown restaurants) is important



Recommendations

3 Controlled Crossings for SR29 & SR80

- Conduct high visibility enforcement campaigns, as was done by Collier County's Sheriff's Office Traffic Safety Enforcement Bureau in Immokalee.
- Better education about the rectangular rapid flash beacon's (RRFB's) purpose and how to drive in response to what is conveyed (assuming it has remained)
- Another crossing east of SR29 on SR80



Improvements to the Bicycle & Pedestrian Bridge Crossing Experience

Section 5, Item A.

- Very narrow existing space; slippery at draw bridge, even when not wet
- Understand the magnitude of use
- Should a second bridge on Main Street be built, it and the original bridge should have space, at least a 10-foot wide separated pathway if bidirectional, for bicyclists and pedestrians



New Non-Motorized Count Station Proposal

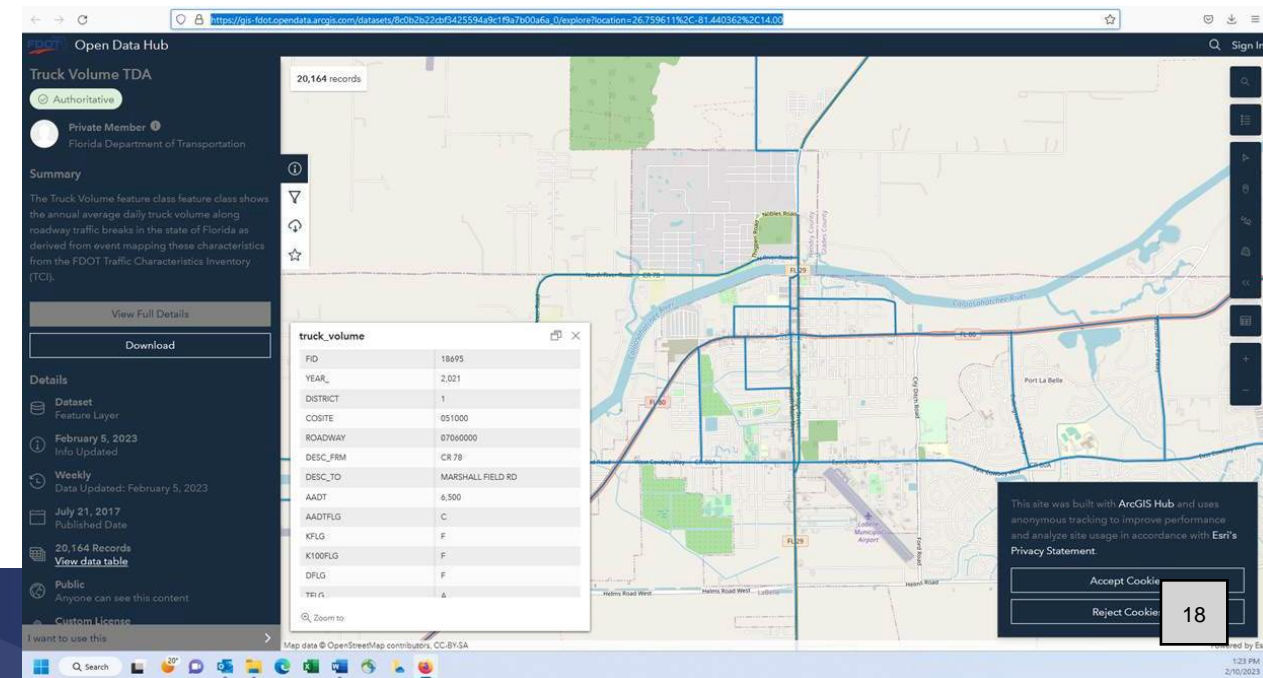
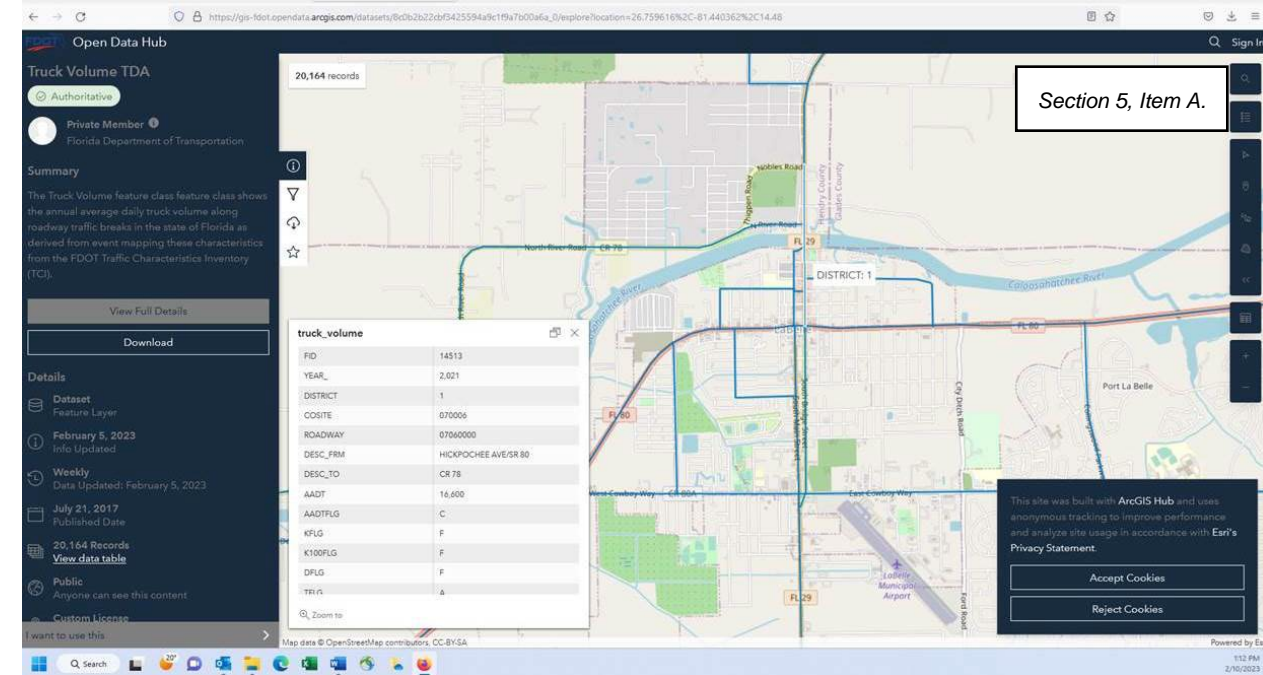


Investigate the Feasibility of Replacing the Existing Bridge Street Bridge Using Lateral or Slide-In Bridge Construction

- Lateral or slide-in bridge construction, used by other state departments of transportation, would minimize traffic disruptions during construction of a new bridge
- SR167 Puyallup River Bridge in Puyallup, Washington is one example

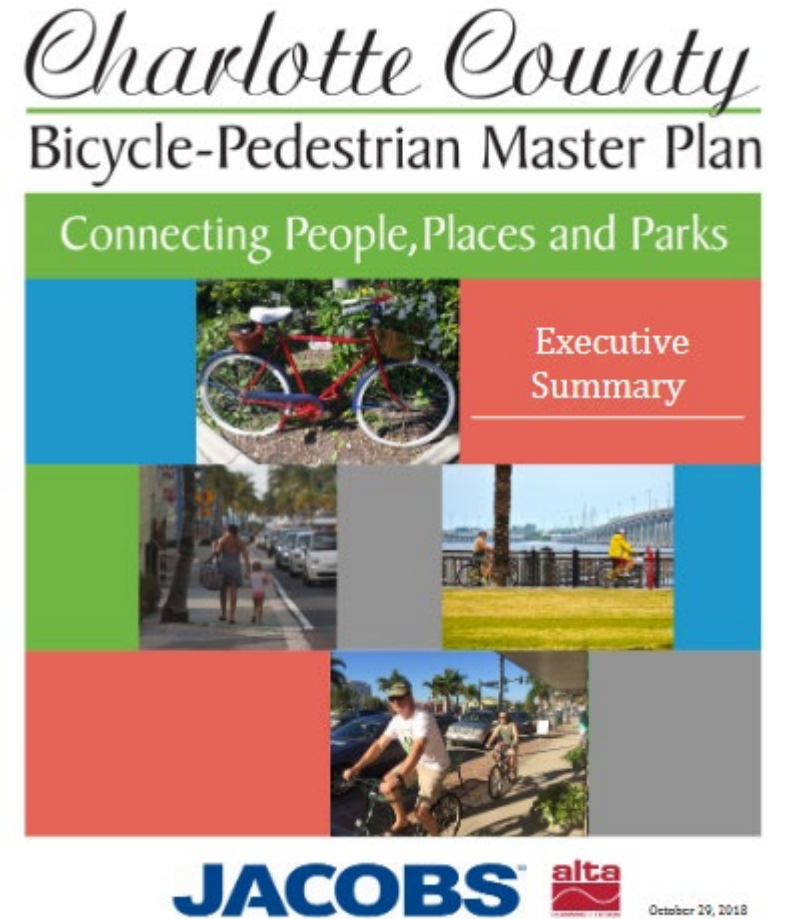
Bridge Street Segment AADT Discrepancies

- The inflows and outflows surrounding the bridge do not add up to the counts over the bridge
- Discussed during the June 2024 meeting; John (FDOT) indicated that he would follow-up
 - Mike indicated that he was interested in the modeled count to 2050 as well
 - Changes to the signal light timing did not result in a user-experience improvement



Develop a LaBelle Bicycle Friendly Community Plan

- Peer community Punta Gorda conducted a similar effort:
https://ccpgmpo.gov/attachments/CCPG_BikePedPlan_ExecutiveSummary_020319_SD.pdf
- Should Safe Streets and Roads for All (SS4A) be put out for RFP again, it is an opportunity; the 20% match can include in-kind match



Leverage Community Support to Measure Pedestrian Friendliness of Existing Infrastructure

- AARP's Walking Audit: <https://www.aarp.org/livable-communities/getting-around/aarp-walk-audit-tool-kit.html>
- AARP's Bicycling Audit: <https://www.aarp.org/livable-communities/getting-around/aarp-bike-audit-tool-kit.html>
- Could be led by a community member, a high school teacher, local university students; could be conducted as part of a class (e.g., data collection and analysis)

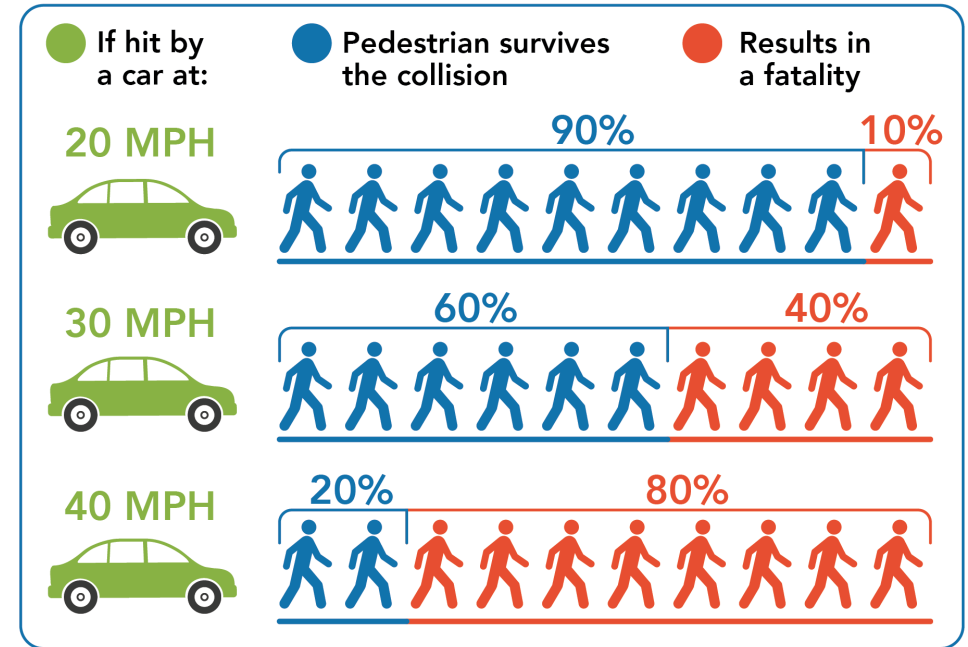
Resist Main Street's Designation as SR29 and Implement Pilot Configurations that Support Walking & Bicycling

- Main Street is an important local roadway in LaBelle
 - Many oak trees (likely would be impacted by large trucks)
 - Those coming to the LaBelle City Dock are believed to use this corridor to travel into downtown (and they do not come to town with vehicles)
- Pilot study
 - Defined space for bicyclists
 - Shorter crossings for pedestrians



Conduct Public Education Campaigns & High Visibility Enforcement

- Crash data suggested that older drivers are overrepresented in crashes with bicyclists and pedestrians
- Peer communities (Punta Gorda and Immokalee) are conducting public education campaigns to encourage motorists to look for bicyclists and pedestrians
- Potentially work with Best Foot Forward:
<https://www.iyield4peds.org/what-we-do/educate/>



Consider Community “Book-Ends” to Demonstrate State Highway Users That They Have Entered a Community

Section 5, Item A.

- Traffic on SR80 are moving at high rates of speed and behavior suggests that they are unaware that they have entered a community
- Florida’s Target Zero plan seeks to mitigate dangerous driving behaviors (e.g., speeding through a community) before serious and fatal crashes occur



Discussion



CERTIFICATE OF RECOGNIZATION

This certificate is hereby presented to

Margaret England

for your outstanding dedication and continued commitment to volunteering time and effort to the City of LaBelle, Florida. Thank you for bettering the lives of our community members and younger generation.

Julie C. Wilkins
Mayor



CERTIFICATE OF RECOGNIZATION

This certificate is hereby presented to

Mary Bartoshuk

for your outstanding dedication and continued commitment to volunteering time and effort to the City of LaBelle, Florida. Thank you for bettering the lives of our community members and younger generation.

Julie C. Wilkins
Mayor

Range of Checking Accts: First to Last Range of Check Dates: 04/01/25 to 04/30/25
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				
2177	04/01/25	BOBBIES BOBBIE SPRATT	1,786.78	9439
2179	04/02/25	FRS FLORIDA RETIREMENT SYSTEM	23,867.81	9441
2178	04/04/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92	9440
2180	04/04/25	34EDL005 34ED, LLC DBA CENTEGIX	15,700.00	9443
2181	04/04/25	CHS CALOOSA HUMANE SOCIETY	100.00	9443
2182	04/04/25	CTTF COUNTY TRANSPORTATION TRST FND	4,755.68	9443
2183	04/04/25	FMPT2 FLORIDA MUNICIPAL PENSION TRST	18,826.29	9443
2184	04/04/25	HCB OCC HENDRY CO BOARD COUNTY COMM	4,246.49	9443
2185	04/04/25	JCW JULIE CRAICY WILKINS	217.67	9443
2186	04/04/25	JRATICA JACQUELINE RATICA	1,050.11	9443
2187	04/04/25	UNRENTAL UNITED RENTALS, INC	3,250.00	9443
2188	04/04/25	WLMINC WOLFF'S LAWN MACHINES INC	90.00	9443
2189	04/04/25	AMACS AMAZON CAPITAL SERVICES	583.45	9445 Direct Deposit
2190	04/04/25	PRM PUBLIC RISK MANAGEMENT	45,386.52	9445 Direct Deposit
2191	04/11/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92	9447
2192	04/11/25	ALLSTATE AMERICAN HERITAGE LIFE INS CO	2,458.72	9448
2193	04/11/25	BCSI BUILDERS CHOICE SUPPLY INC	179.99	9448
2194	04/11/25	CLINK CENTURYLINK	352.52	9448
2195	04/11/25	COMCAST COMCAST	0.00	9448
2196	04/11/25	FPL FLORIDA POWER & LIGHT	219.28	9448
2197	04/11/25	GAFS GREAT AMERICA FINANCIAL SVCS	345.96	9448
2198	04/11/25	HRCH HENDRY REGIONAL CORP. HEALTH	200.00	9448
2199	04/11/25	ISBC IPITOMY SMARTER BUSINESS COMMU	72.66	9448
2200	04/11/25	KME KENNY GLISSON	257.00	9448
2201	04/11/25	LCBOCC LEE COUNTY SOLID WASTE	45.13	9448
2202	04/11/25	LISAA LISA AWBREY	163.80	9448
2203	04/11/25	LOGAN005 LOGAN MUNGILLO	296.80	9448
2204	04/11/25	PROJECT PROJECT GRADUATION	500.00	9448
2205	04/11/25	SOUTHAPP SOUTHEAST APPARATUS, LLC	31.58	9448
2206	04/11/25	VAH VISION ACE HARDWARE-LABELLE	525.26	9448
2207	04/11/25	AMACS AMAZON CAPITAL SERVICES	82.62	9451 Direct Deposit
2208	04/11/25	BSS BUSINESS SERVICES & SOLUTIONS	177.00	9451 Direct Deposit
2209	04/11/25	CDWLL005 CDW LLC	10,860.22	9451 Direct Deposit
2210	04/11/25	CQL CAPTAINS QUICK LUBE	109.95	9451 Direct Deposit
2211	04/11/25	CULL CULLIGAN WATER	209.00	9451 Direct Deposit
2212	04/11/25	FITCH005 FITCH & ASSOCIATES	16,998.30	9451 Direct Deposit
2213	04/11/25	INM INDEPENDENT NEWSMEDIA INC USA	79.50	9451 Direct Deposit
2214	04/11/25	LDRC LABELLE DOWNTOWN	1,741.00	9451 Direct Deposit
2215	04/11/25	MPC MERIT PETROLEUM COMPANY	102.82	9451 Direct Deposit
2216	04/11/25	PRM PUBLIC RISK MANAGEMENT	75,920.23	9451 Direct Deposit
2217	04/11/25	SURVI005 SURVIVAL ARMOR, INC.	5,883.00	9451 Direct Deposit
2218	04/11/25	TERMAI TERRA MAINTENANCE CO	751.20	9451 Direct Deposit
2219	04/11/25	TIMST005 Tim's Towing & Recovery, Inc.	383.50	9451 Direct Deposit
2223	04/16/25	COLW CITY OF LABELLE, WATER & SANIT	3,903.75	9456
2220	04/17/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92	9453
2221	04/17/25	FDOR FLORIDA DEPT OF REVENUE	665.08	9454
2224	04/23/25	BINDE005 BINDER LIFT INC	915.00	9457
2225	04/23/25	CHS CALOOSA HUMANE SOCIETY	278.86	9457
2226	04/23/25	DAVID010 DAVID LAVERANT	250.00	9457

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
GEN FUND POOLED	GENERAL FUND POOLED CASH	Continued			
2227	04/23/25	HCSO HENDRY COUNTY SHERIFF'S OFFICE	120,000.00		9457
2228	04/23/25	HO HOMERO OLIVAREZ, JR	300.00		9457
2229	04/23/25	HUGVAR HUGO VARGAS	1,405.99		9457
2230	04/23/25	LEGALSH LEGAL SHIELD	73.75		9457
2231	04/23/25	MCS MONRO COMMERCIAL SOLUTIONS	585.50		9457
2232	04/23/25	TIJUA005 TIJUANA WARNER	331.34		9457
2233	04/23/25	AES AIM ENGINEERING & SURVEYING	4,816.28		9459 Direct Deposit
2234	04/23/25	JOSHR JOSHUA RIMES	2,600.00		9459 Direct Deposit
2235	04/23/25	LILLI005 LILLIAN M DAVENPORT	138.60		9459 Direct Deposit
2236	04/23/25	LNATL GLOBE LIFE	30.84		9459 Direct Deposit
2237	04/23/25	MUNES MUNICIPAL EMERGENCY SERVICES	621.17		9459 Direct Deposit
2238	04/23/25	RVE RVE, INC. D/B/A RVI	14,810.28		9459 Direct Deposit
2239	04/23/25	TERMAI TERRA MAINTENANCE CO	125.20		9459 Direct Deposit
2240	04/25/25	SOFDU ST OF FL. DISBURSEMENT UNIT	166.92		9461
2242	04/28/25	BINDE005 BINDER LIFT INC	775.05		9463
2243	04/28/25	BROWEL BROWN'S WELDING LLC	1,370.00		9463
2244	04/28/25	CHPC005 CPH CONSULTING, LLC	18,500.00		9463
2245	04/28/25	CLA COLONIAL LIFE & ACCIDENT INS.	268.42	04/28/25 VOID	9463 (Reason: SHOULD BE ZERO PAYAB)
2246	04/28/25	COLW2 CITY OF LABELLE WATER AND SANI	3,107.50		9463
2247	04/28/25	CTTF COUNTY TRANSPORTATION TRST FND	5,019.41		9463
2248	04/28/25	GIDGETS GIDGET'S GOURMET GRUB	900.00		9463
2249	04/28/25	KAREN005 KAREN J SHERMAN	250.00		9463
2250	04/28/25	POCI PORTERFIELD OIL COMPANY, INC.	175.00		9463
2251	04/28/25	SHRED SHRED-IT USA	366.84		9463
2252	04/28/25	WSC WINDMILL SPRINKLER CO., INC.	129.60		9463
2253	04/28/25	AMACS AMAZON CAPITAL SERVICES	3,621.53		9466 Direct Deposit
2254	04/28/25	MJW MARY JO WILSON	0.00		9466 Direct Deposit
2255	04/28/25	PTLLC PROTECTED TRUST LLC	2,057.40		9466 Direct Deposit
2256	04/28/25	RGI RANDY'S GARAGE, INC.	24.00		9466 Direct Deposit
2257	04/28/25	SSW SHARON SANDERS WHITE	0.00		9466 Direct Deposit
2258	04/28/25	CLA COLONIAL LIFE & ACCIDENT INS.	0.00		9468

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	52	1	239,509.88	268.42
Direct Deposit:	27	0	188,113.61	0.00
Total:	79	1	427,623.49	268.42

UTILITY DEPOSIT	Water Revenue Deposit			
2565	04/11/25	U-000205 ZINCK, TERRY GORDON	82.55	9449
2566	04/11/25	U-000206 A AND G AMUSEMENT	43.70	9449
2567	04/11/25	U-000207 A AND G AMUSEMENT	43.70	9449
2568	04/11/25	U-000208 LEGACY MOSS LANDING LLC	117.38	9449
2569	04/11/25	U-000209 CHACON, ELENA	388.34	9449
2570	04/11/25	U-000210 HOLT, CHARLES THOMAS JR	28.30	9449
2571	04/23/25	U-000211 SCOTT JR, WILLIAM FRANCIS	18.27	9458
2572	04/23/25	U-000212 VINCENT, SYLVIA	54.92	9458
2573	04/23/25	U-000213 7-ELEVEN INC	16,458.14	9458
2574	04/23/25	U-000214 PEREZ, JESSICA STELLA	205.00	9458
2575	04/23/25	U-000215 ANZUALDA, YDALIA MARIA	136.84	9458
2576	04/23/25	U-000216 LUKNIC, LUCRETIA	0.79	9458
2577	04/28/25	U-000217 WHITE, BRANDI LOUISE	46.13	9464
2578	04/28/25	U-000218 RAMIREZ, PEDRO OR MARILU	58.11	9464

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
UTILITY DEPOSIT Water Revenue Deposit					
Continued					
Checking Account Totals			Paid	Void	Amount Paid
			Checks: 14	0	17,682.17
			Direct Deposit: 0	0	0.00
			Total: 14	0	17,682.17
UTILITY POOLED UTILITY FUND POOLED CASH					
972	04/02/25	FRS	FLORIDA RETIREMENT SYSTEM	4,442.41	9442
973	04/04/25	CORE	CORE & MAIN LP	4,150.78	9444
974	04/04/25	CTTF	COUNTY TRANSPORTATION TRST FND	230.81	9444
975	04/04/25	AMACS	AMAZON CAPITAL SERVICES	106.16	9446 Direct Deposit
976	04/04/25	PRM	PUBLIC RISK MANAGEMENT	8,284.73	9446 Direct Deposit
977	04/04/25	USAB	USA BLUEBOOK	3,646.31	9446 Direct Deposit
978	04/11/25	BCSI	BUILDERS CHOICE SUPPLY INC	13.55	9450
979	04/11/25	CLINK	CENTURYLINK	248.56	9450
980	04/11/25	FPL	FLORIDA POWER & LIGHT	633.09	9450
981	04/11/25	ISBC	IPITOMY SMARTER BUSINESS COMMU	24.21	9450
982	04/11/25	KME	KENNY GLISSON	580.00	9450
983	04/11/25	R A	RHODES ALUMINUM	3,100.00	9450
984	04/11/25	VAH	VISION ACE HARDWARE-LABELLE	88.30	9450
985	04/11/25	BMI	BADGER METER INC.	166.60	9452 Direct Deposit
986	04/11/25	CULL	CULLIGAN WATER	48.00	9452 Direct Deposit
987	04/11/25	PRM	PUBLIC RISK MANAGEMENT	67,825.77	9452 Direct Deposit
988	04/11/25	WOODARD	WOODARD & CURRAN INC	144,665.99	9452 Direct Deposit
989	04/23/25	KGAUSE	KATHARINA GAUSE	100.00	9460 Direct Deposit
990	04/23/25	WOODARD	WOODARD & CURRAN INC	391,790.00	9460 Direct Deposit
991	04/28/25	COLW2	CITY OF LABELLE WATER AND SANI	2,177.87	9465
992	04/28/25	CORE	CORE & MAIN LP	2,956.61	9465
993	04/28/25	CTTF	COUNTY TRANSPORTATION TRST FND	721.14	9465
994	04/28/25	FEBCO	FRANK E BROWNING	673.60	9465
995	04/28/25	HCBICC	HENDRY CO BOARD COUNTY COMM	26,462.63	9465
996	04/28/25	POL	POSTMASTER - LABELLE, FL.	1,300.00	9465
997	04/28/25	SHRED	SHRED-IT USA	122.27	9465
998	04/28/25	WASTEC	WASTE CONNECTIONS INC	93,890.70	9465
999	04/28/25	PTLLC	PROTECTED TRUST LLC	472.75	9467 Direct Deposit
Checking Account Totals					
			Paid	Void	Amount Paid
			Checks: 18	0	141,816.53
			Direct Deposit: 10	0	617,106.31
			Total: 28	0	758,922.84
Report Totals					
			Paid	Void	Amount Paid
			Checks: 84	1	399,008.58
			Direct Deposit: 37	0	805,219.92
			Total: 121	1	1,204,228.50

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	5-001	413,534.20	17.05-	14,106.34	427,623.49
WATER FUND	5-041	403,091.23	0.00	0.00	403,091.23
SEWER FUND	5-042	261,940.91	0.00	0.00	261,940.91
SANITATION OPERATION FUND	5-043	93,890.70	0.00	0.00	93,890.70
Year Total:		1,172,457.04	17.05-	14,106.34	1,186,546.33
WATER FUND	x-041	502.41	0.00	0.00	502.41
SEWER FUND	x-042	359.00	0.00	0.00	359.00
SANITATION OPERATION FUND	x-043	16,820.76	0.00	0.00	16,820.76
Year Total:		17,682.17	0.00	0.00	17,682.17
Total of All Funds:		1,190,139.21	17.05-	14,106.34	1,204,228.50

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	413,534.20	17.05-	14,106.34	427,623.49
WATER FUND	041	403,593.64	0.00	0.00	403,593.64
SEWER FUND	042	262,299.91	0.00	0.00	262,299.91
SANITATION OPERATION FUND	043	110,711.46	0.00	0.00	110,711.46
Total of All Funds:		1,190,139.21	17.05-	14,106.34	1,204,228.50

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	5-001	413,534.20	0.00	0.00	0.00	413,534.20
WATER FUND	5-041	403,091.23	0.00	0.00	0.00	403,091.23
SEWER FUND	5-042	261,940.91	0.00	0.00	0.00	261,940.91
SANITATION OPERATION FUND	5-043	93,890.70	0.00	0.00	0.00	93,890.70
Year Total:		1,172,457.04	0.00	0.00	0.00	1,172,457.04
WATER FUND	x-041	502.41	0.00	0.00	0.00	502.41
SEWER FUND	x-042	359.00	0.00	0.00	0.00	359.00
SANITATION OPERATION FUND	x-043	16,820.76	0.00	0.00	0.00	16,820.76
Year Total:		17,682.17	0.00	0.00	0.00	17,682.17
Total of All Funds:		1,190,139.21	0.00	0.00	0.00	1,190,139.21

CITY OF LABELLE



MINUTES

Regular Commission Meeting

Thursday, April 10, 2025, 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 5:34 PM.

2. Invocation and Pledge of Allegiance

Mayor Wilkins led the invocation, Commissioner Vargas led the Pledge of Allegiance.

3. Roll Call

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

5. Presentations

6. Consent Agenda Items for Consideration

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

A. Approval of March Check Register

B. Approval of March Minutes:

March 13, 2025 City Commission Meeting Minutes

C. Approval of Staff Reports:

-HCSO - Lt. Allen Hudson

-Fire Department- Chief Brent Stevens

-Building Department - Mark Lynch

-Code Enforcement - Zane Mungillo

-Public Works - Mitchell Wills

D. National Donate Life Month Proclamation

E. FRS Health Insurance Subsidy - Lisa Awbrey, HR Director

F. Centennial Events Approval

G. Fitch & Associates Proposal

H. Axis Infrastructure, LLC Piggyback Agreement (South LaBelle Village)

I. Tetra Tech Proposal for Design of the SR 80 Potable Water Main Loop

J. Tetra Tech Proposal Helms Road Water Main

Motion made by Commissioner Spratt to approve Consent Agenda Items with the removal of Item C (Code Enforcement Report) and Item H (Wheeler Agreement Extension), Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued.

Motion amended by Commissioner Spratt to approved Consent Agenda Items with the removal of Item C (Hendry County Sheriff Office Report & Code Enforcement Report)

Regular Commission Meeting
April 10, 2025

and Item H (Wheeler Agreement Extension), Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

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

Code Enforcement Officer Zane Mungillo and City Attorney Derek Rooney provided an update on the City of LaBelle's ongoing efforts to address issues related to H2A Housing in residential neighborhoods.

Motion made by Commissioner Spratt to approve Code Enforcement Report, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

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

Pat Bedingfield expressed concerns with migrant workers living in single-family zone neighborhoods. A discussion ensued.

7. Non-Public Hearing Items for Consideration

(Limited to 15 minutes per item: 3-5 minutes optional presentation time with the remaining time for discussion by the Commission)

A. Wheeler Agreement Extension

Derek Rooney gave background information on Wheeler Agreement Extension and the easement. A discussion ensued.

Motion made by Commissioner Ratica to approve the Wheeler Agreement Extension with the \$65,000 settlement, Seconded by Commissioner Vargas. Mayor Wilkins called for the question. Motion passed unanimously.

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

Motion made by Commissioner Ratica to approve Hendry County Sheriff Office Report, 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. City Dock Recommendations

C. Tortilla Plant Tree Removal Permit Application

D. Rate to Charge Port LaBelle Utility

Motion made by Commissioner Spratt to approved Option 2: Outside City Rate (\$8.70/1000 gallons), Seconded by Commissioner Vargas. Mayor Wilkins called for the question. A discussion ensued. Motion passed unanimously.

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

8. Public Hearings and/or Ordinances

9. Public Comment on Non-Agenda Items

(Limited to 3 minutes per person)

Regular Commission Meeting
April 10, 2025

Belinda Herrera expressed concerns with not being able to put up a fence in the front yard because of the neighbor's aggressive dog. A discussion ensued.

10. City Related Business by Commissioners

Motion made by Mayor Wilkins to approve appointing Commissioner Ratica as Deputy Vice Mayor, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

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

Motion made by Mayor Wilkins to approve appointing Commissioner Ratica to the Recreation Board, Seconded by Commissioner Spratt. Mayor Wilkins called for the question. Motion passed unanimously.

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

11. 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 Ratica, Commissioner Spratt, Commissioner Vargas

There being no further business to discuss, Mayor Wilkins adjourned the meeting at 7:27 PM.

Julie C. Wilkins, Mayor

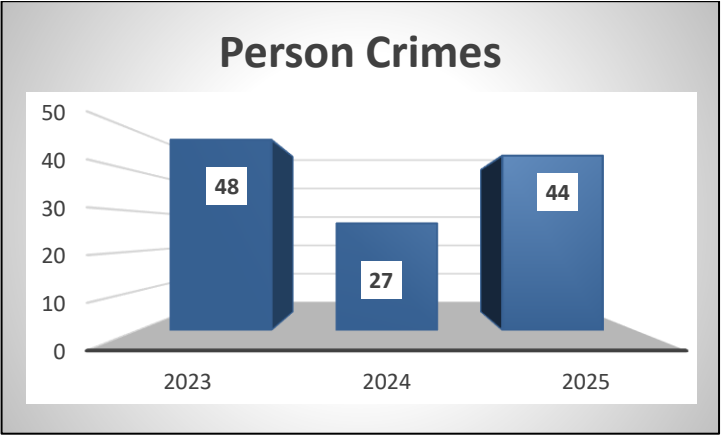
ATTEST: Tijauna Warner, BAS, MMC, City Clerk

Hendry County Sheriff's Office

City of LaBelle Crime Report for May 2025 Meeting

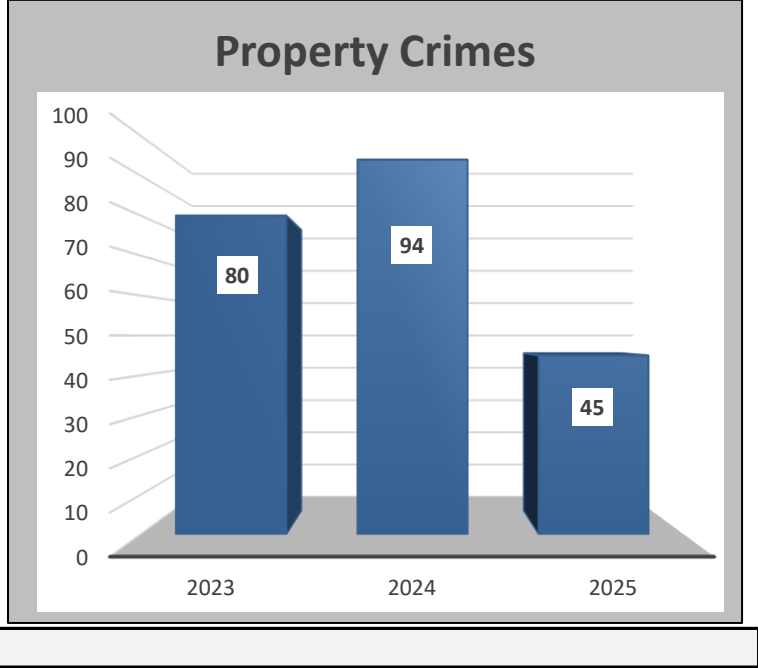
Person Crimes	Apr.	Mar.	Feb.	Jan. 2025
Homicide	0	0	0	0
Robbery	0	0	0	0
Sex Crime	0	1	1	0
Assault	1	0	2	3
Battery - Simple	4	2	3	2
Domestic	4	7	2	4
TOTAL	9	10	8	9

YTD 2025	YTD 2024	YTD 2023
0	0	0
0	1	0
3	6	9
8	1	3
14	12	22
19	7	14
44	27	48

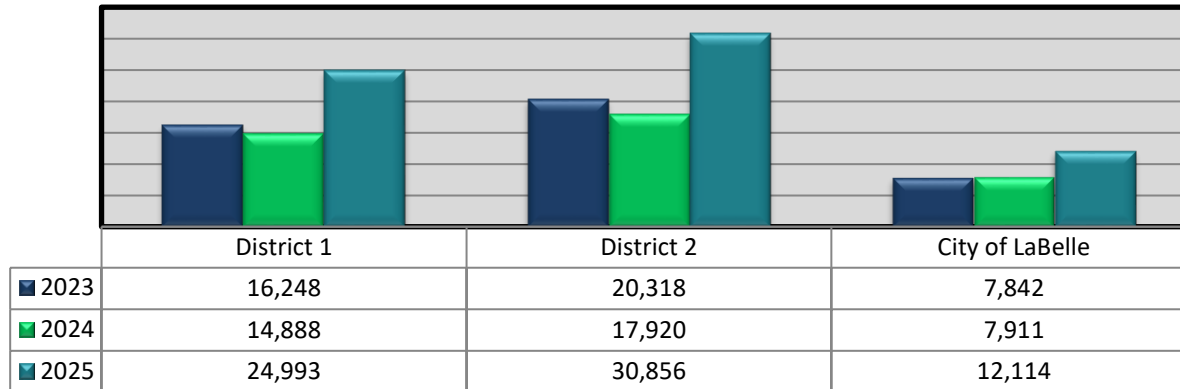


Property Crimes	Apr.	Mar.	Feb.	Jan. 2025
Stolen Vehicle	1	1	2	0
Theft				
- Construction	0	0	0	0
- Residential	1	1	2	4
- Retail	0	0	0	1
Burglary				
- Residential	1	2	2	0
- Business	0	0	0	1
- Vehicle	1	1	0	0
Criminal Mischief	4	4	2	6
TOTAL	8	9	8	12

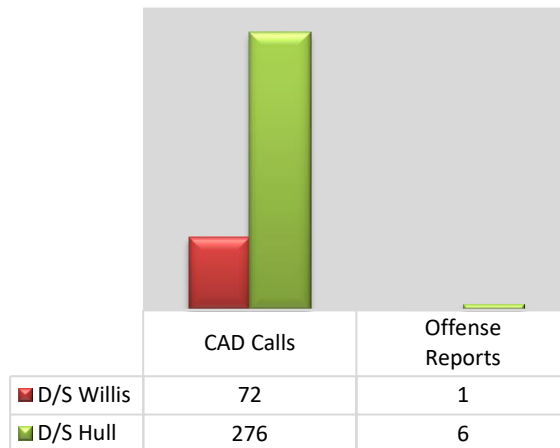
YTD 2025	YTD 2024	YTD 2023
6	6	16
0	0	0
10	36	26
1	9	6
7	6	6
1	4	1
2	17	14
18	16	11
45	94	80



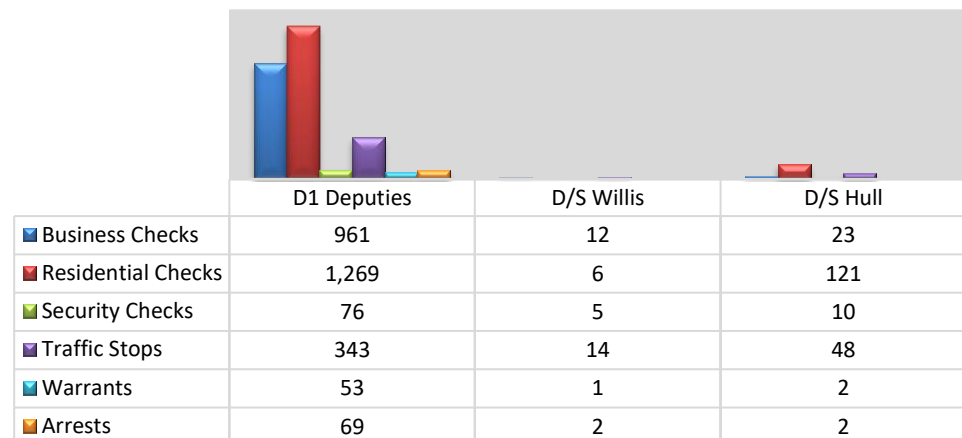
Year-to-Date Call Summary, by District



City Units



City of LaBelle





LABELLE FIRE DEPARTMENT

CHIEF BRENT R. STEVENS

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

Agenda Items

LaBelle Fire Department Response:
April Calls- 103

***Engine Status**

All Engines in working order

***Truck Repairs**

T-13 will return to vendor for valve and hose replacement after brush season.

***County Response**

- LaBelle Fire Department has responded 43 times for mutual aid to outlining areas.

***Station & Ladder**

- Station design is underway. Mayor has approved the contract for ladder, City of LaBelle Commission to confirm.

Thank You,

Chief Brent Stevens
LaBelle Fire Department
863-234-8639

Range: PID: First to Last
:
:
Range of Codes: BUI to BUI
Range of Batch Ids: First to Last
Range of Sections: First to Last
Print Ref Num: N

Range of Util Accounts: First to Last
Range of Customers: First to Last
Range of Years: First to 2026
Range of Dates: 04/01/25 to 04/30/25
Name to Print: Bill To

Range of Periods: 1 to 12

Payment Type Includes: Sp Charges: Y Prop Lien: N Sp Assmnt: Y Water: Y Sewer: Y
Voucher Agency: Y Garbage: Y Invoice: Y Misc: Y

Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N VT: Y

Range of Installment Due Dates: First to Last

Print Only Miscellaneous w/Parcel Id: N Sort Miscellaneous Payments by Utility Account: N

Print Only Miscellaneous w/Utility Id: N

		Principal					
Code Description	Count	Arrears/Other	Fiscal 2024	Fiscal 2025	Fiscal 2026	Interest	Total
BUI BUILDING DEPT PYMTS	70	7,466.75	0.00	0.00	0.00	0.00	7,466.75
Invoice Payments	70	7,466.75	0.00	0.00	0.00	0.00	7,466.75
Payments Total:	70	7,466.75	0.00	0.00	0.00	0.00	7,466.75
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:	70	7,466.75	0.00	0.00	0.00	0.00	7,466.75
Total Cash:	0.00						
Total Check:	6,749.37						
Total Credit:	60.00						
Total V Term:	657.38						

Range: First to Last Issue Date Range: 04/01/25 to 04/30/25

**Indicates payment is in batch

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

	Alteration Cost	New Volume	BP D2Y BUILDING MECHANICAL PLAN REVIEW	BP D2Z CONTRACTOR PL ROW PLANNING	TOTAL ELECTRICAL PL UA LT PLUMBING
Grand Totals:	1,929,028.53	0	PAID: 0.00 0.00 13,125.24 1,744.05 0.00	0.00 0.00 0.00 6,750.00	26,090.67 2,891.60 0.00 1,080.00
			PERMIT COUNT:	0 37 15 0	35 18 0 12

BP SURC2 - Bldg Code Admin & Inspect Brd

1. Number of permits issued at the minimum surcharge rate 14 x \$2	\$ 28.00
2. Permit fees collected at other than minimum surcharge	\$ 17,703.45
3. Surcharge amount due (1.5% of line 2 or line 2 x 1.5)	\$ 265.55
4. Total of Lines 1 & 3	\$ 293.55
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 29.36
6. Surcharge amount due (line 4 less line 5)	\$ 264.19

BP SURCH - FL Building Commission Surchar

1. Number of permits issued at the minimum surcharge rate 16 x \$2	\$ 32.00
2. Permit fees collected at other than minimum surcharge	\$ 17,424.25
3. Surcharge amount due (1.0% of line 2 or line 2 x 0.010)	\$ 174.24
4. Total of Lines 1 & 3	\$ 206.24
5. Less surcharge amount retained (10% of line 4 or line 4 x 0.10)	\$ 20.62
6. Surcharge amount due (line 4 less line 5)	\$ 185.62

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

Hugo Vargas
Commissioner

Daniel W. Akin
Commissioner



"The City of Oaks"

Julie C. Wilkins
Mayor

Jackie Ratica
Commissioner

Bobbie Spratt
Commissioner

Code Enforcement Report

APRIL 2025

4/01/2025 – 4/30/2025

Code enforcement is currently working on hundred seven open cases with fifty-two being opened and sixteen being closed in April. Hundred forty-three inspections were completed, three notices of hearing change, four affidavits of noncompliance, three citations issued, ten courtesy notices and twenty-eight violation/hearing notice mailed out. Thirteen lien searches were conducted. One citation for \$100 was paid. And code enforcement liens were recorded.

City dock,

The city dock had 37 reservations and \$1,618 was deposited to the city

Public safety,

7 AEDs were ordered and delivered, Backup internet for city offices was ordered, four meetings were conducted with centegix, floor plans of city buildings were drawn, 23 city employees were certified in CPR/first aid and fire extinguisher training was conducted.

Emergency management,

The Hendry County public safety council met to amend bylaws and met with the Lee County public safety director discuss partnerships and cooperation with lee county during both normal operations and declared disasters.

Zane Mungillo
Code Enforcement

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
PROCURED BY ANOTHER GOVERNMENTAL ENTITY**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2025 by and between the City of LaBelle, hereinafter referred to as the "City", and C.A.P. Government, Inc., a Florida corporation, hereinafter referred to as the "Contractor", collectively the "Parties".

WHEREAS, Contractor entered into an agreement dated September 15, 2022 for building inspections, plan review, code enforcement inspections and building official services with the City of Lake Worth Beach (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 building inspections, plan review, code enforcement inspections and building official 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 Lake Worth Beach 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 Lake Worth Beach" or "City" 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: _____

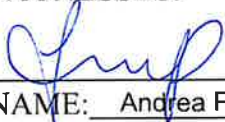
ATTEST:

Julie Wilkins, Mayor

CITY CLERK

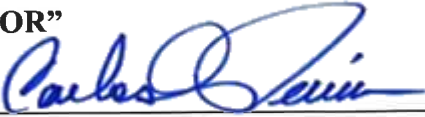
Derek Rooney, City Attorney

WITNESSES:


NAME: Andrea Pulido


NAME: Samantha Falla

“CONTRACTOR”

BY: 
NAME: Carlos A. Penin, PE

TITLE: President
DATE: 04.11.2025

/639836/1#63406988 v1

PROFESSIONAL SERVICES AGREEMENT
Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department

THIS AGREEMENT ("Agreement") is entered 9/15/2022 by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation ("City"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **C.A.P. Government, Inc.**, a Florida corporation ("Consultant"), with its office located at 1910 N. Florida Mango Rd. West Palm Beach, FL 33409.

RECITALS

WHEREAS, the City issued Request for Proposal # 22-204 ("RFP") for building department inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP; and,

WHEREAS, the Consultant is willing to provide appropriately licensed personnel to provide the City with building inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the City desires to accept the Consultant's proposal and enter a non-exclusive contract with the Consultant; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the RFP incorporated herein by reference and Scope of Services, which is attached hereto as **Exhibit "A"**, the Consultant shall provide the City with building inspections, plan review, code inspections and building official services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement commences on October 1, 2022 and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended by written amendment signed by both parties for additional two (2) one (1) year terms. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the Contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the cost associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify the Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever, however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. For services to be rendered under this Agreement, the Consultant shall be entitled to a fee for services provided and accepted by the CITY at the rates set forth in CONSULTANT's proposed rates which are attached as Exhibit "B". The rates set forth in **Exhibit "B"** shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the Consultants' rates in Exhibit "B", the CITY and CONSULTANT may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve changes in the Consultant's rates based on the recommendation of the City's Community Sustainability Director or designee.

b. Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONSULTANT.

c. The CITY's ordering mechanism for the Scope of Work (including each order of specific services) under this Agreement will be by a City issued Purchase Order(s); however, the terms and conditions stated in a City issued Purchase Order(s) shall not apply. CONSULTANT shall not provide services under this Agreement without a City issued Purchase Order specifically for the stated services requested. Each Purchase Order shall be approved in accordance to the CITY's procurement code and policy. CONSULTANT shall provide the amount of requested goods and services listed in each CITY issued Purchase Order and not exceed amounts expressed on any Purchase Order. CONSULTANT shall be liable

for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

d. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice. All invoices shall be submitted to:

Community Sustainability- Building Department
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

With a copy to:

City of Lake Worth Beach
Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 7: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 8: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 9: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must

have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional Liability Insurance	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker’s Compensation	\$ statutory limits

The commercial general liability policy must name the City as an additional insured on a primary and non-contributory basis and for the performance of all services. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant’s place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that 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 or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460

and if sent to the Consultant, shall be sent to:

C.A.P. Government Inc
Attn: Carlos A. Penin, PE
343 Almeria Avenue
Coral Gables FL. 33134

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposal (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned representative for the Consultant represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 33: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service,

technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 35: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 36: SCRUTINIZED COMPANIES.

(a) The Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

(b) If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

(e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

(f) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

SECTION 37: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement building department inspections, plan review, code enforcement inspections and building official services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Betty Resch
Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne
Melissa Ann Coyne, City Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Bruce Miller
Bruce T. Miller, Financial Services Director

CONSULTANT:

C.A.P. Government, Inc.

By: Carlos A. Penin

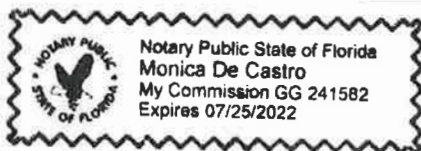
[Corporate Seal]



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 25th day of JUNE 2022, by Carlos A. Penin, as the President C.A.P. Government, Inc., Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Notary Seal:



Monica De Castro
Notary Public Signature

EXHIBIT "A"
Scope of Services

The Department for Community Sustainability's Building Division and Code Compliance Division of the City of Lake Worth Beach, Florida, are requesting proposals from qualified entities to provide professional support services for building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis. Consultant and its personnel shall be certified professionals and would need to hold a current, active licenses issued by the State of Florida for the discipline in which they will be providing services.

The City will off-set any and all amounts due and owing to the Consultant under this Agreement in the event the City must refund the aforementioned permit and inspection (and applicable surcharge) fees due to the Consultant's, including the Consultant's employees, officers, approved subcontractor, or any other person utilized by the Consultant under this Agreement, failure to timely notify the permit holder of the reason the work failed the inspection.

- 1) **Building Inspections:** All building inspectors shall be familiar with inspections in historic districts, inspection requirements for structures and properties that are located within a regulated flood plain of the City of Lake Worth Beach. Inspectors must have their own transportation, supplies and necessary all necessary equipment, including safety equipment to perform the services.
 - a. Requirements and Details:
 - i. The inspections must be performed on the scheduled date unless prior arrangements are made with the City's Building Official.
 - ii. Results must be provided to the City before 5pm on the day they are performed; so the results can be entered in the City's computer system.
 - iii. The City will provide the number and type of inspections inclusive of inspection sheets to Contractor after 4PM on the day prior to the scheduled/agreed inspection date.
 - iv. The Contractor shall be required to provide a detailed schedule of inspections for each day no later than 8AM on the day of the inspection. That schedule shall include the details of when inspection will take place.
 - v. Contractor shall return phone calls and emails from permit holders in reference to the code questions and inspection concerns. The Contractor must return all calls within the 24 hours of receipt.
 - vi. All inspections must verify work performed complies with all approved plans, applicable codes and City Ordinances.
 - vii. The Contractor shall be available by cell phone or email during regular business hours.
- 2) **Plan Review:** Plan reviewers will need to review the plans for code compliance in the disciplines of building, electrical, mechanical and plumbing. Plans will be sent by the City to the Contractor digitally for review by email or other type of file transfer (i.e. dropbox). Plan reviews must be complete and done in a timely manner by the Contractor and as provided for in the Florida Statues. Plan review comments shall be sent by the Contractor to the City in a PDF format so that the comments can be entered in the City's permit system and sent to the permit holder. The Contractor

shall be a resource to applicants on submittal requirements and be available throughout the process until the review is complete.

- 3) **Code Enforcement Services:** Inspections for deficient property standards.
 - a. Requirements and Details:
 - i. Inspections that reflect least favorable and poorest conditions (The City will be giving priority to worst conditions first)
 - ii. Use and Occupancy Inspections for Business Licenses
 - iii. Enforcement of City of Lake Worth Beach Municipal Code
 - iv. Enforcement of remedial services which include lot clearing, boarding of buildings and demolition of structures
 - v. Enforcement of chronic nuisance properties which are defined as properties that have a pattern of nuisance activity, as related to alcoholic beverages, noise, sexual offenders and predators, dangerous dogs, battery, etc., calls for service to a property for law enforcement, fire, medic or other emergency personnel to assist individuals, who display the symptoms of an overdose or failure to comply with a code enforcement order entered by the Special Magistrate.
 - vi. Respond to and investigate code violations
 - vii. Post violation notices and provide initial citizen notifications and follow-up inspections
 - viii. Provide monthly written reports to the City that include digital photos of violations and actions taken. This report shall be provided to the City by the 15th of every month.
 - ix. Prepare cases for court appearances, provide presentations for Special Magistrate meetings and attend meetings as requested by the City
- 4) **Building Official:** Building Official services would be on an as needed basis as required by the City. Building official duties are provided in below job description. The City reserves the right to adjust the responsibilities as appropriate.

Building Official Duties & Responsibilities:

1. Interprets and establishes policies for the operation of the Building Services Division and Department.
2. Makes final interpretation of building codes, statutes and regulations dealing with construction of structures.
3. Manages technical and administrative staff in the enforcement of various City ordinances related to building codes and business tax certificate regulations. Supervises the activities of assigned staff. Writes and conducts performance evaluations.
4. Schedules employees, assigns work and monitors progress. Guides and develops employees in the accomplishment of their duties.
5. Prepares division budget; oversees and monitors expenditures.
6. Recommends changes and prepares revisions to codes in order to maintain modern and up-to-date construction standards.

7. Acts as advisor to the City Manager and Director of Community Sustainability regarding questions of building and other allied codes, statutes and ordinances.
8. Coordinates with the City Attorney's Office on court cases involving enforcement of City building codes and business tax certificates (receipts).
9. Interprets policies and advises developers, contractors, builders and the general public on City and departmental policies and procedures necessary for compliance.
10. Develops and establishes regulations for the enforcement of business tax certificates (receipts).
11. Acts as the City representative to the Building Board of Adjustment and Appeals and provides staff support.
12. Serves as the City's Floodplain administrator.
13. Maintains Community Rating System (CRS) for City.
14. Other duties as assigned to achieve the goals and objects of the Department.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of modern practices and methods employed in building, gas, mechanical, electrical, plumbing, energy, ADA accessibility and related codes.
- Knowledge of modern principles, practices and techniques of inspection and plan review activities, civil engineering and architecture.
- Knowledge of supervisory and management principles and practices.
- Knowledge of city and state laws and regulations governing all phases and types of construction.
- Skill in problem solving.
- Skill in developing and implementing new policies, procedures and programs.
- Skill in enforcing building codes and regulations in a tactful and impartial manner.
- Skill in analyzing trends.
- Skills in applying appropriate public relations techniques as situations warrant.
- Ability to express ideas clearly when providing oral and written reports and recommendations on administrative, financial, and technical issues.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Position involves moderate work generally in an office setting. There is frequent need to stand, walk, sit, talk or hear, use hands to finger, handle or feel, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of Lake Worth Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Bachelor's degree from an accredited college or university with a major in Architecture, Engineering or related field and eight (8) years of progressively responsible building code enforcement experience, including three (3) years managerial experience, or any equivalent combination of training and experience. State of Florida licensure as a Building Code Administrator or Certified Building Official with ability to obtain State licensure as Building Code Administrator and certified Floodplain Manager within one year of employment. A valid Florida driver's license is required. National Incident Management System (NIMS) Series IS 100, IS 200, IS 559, IS 700, IS 800, G-300, G-400 certifications must be attained within 1 year and others as needed for EOC position assigned.

OTHER CONTRACT REQUIREMENTS:

All Consultants shall be required to provide the following prior to the contract award:

- 1) Copies of all the state certificates of those who are performing the services.
- 2) Copy of Certificate of Insurance as required in solicitation document and proposed contract
- 3) Copy of the inspector's signature on file for verification that the inspector did sign the permit card.
- 4) Contact information for the inspectors for the City's Building Department office personnel use only.

Contractor's Inspectors will be required to wear some type of uniform identifying the company they are working of and their name.

EXHIBIT “B”
Consultants Rate Schedule

EXHIBIT "A-1"

RFP # 22-204
BUILDING DEPARTMENT INSPECTIONS, PLAN REVIEW, CODE ENFORCEMENT
INSPECTIONS AND BUILDING OFFICIAL SERVICES

RATE SCHEDULE

Item No	Type	HOURLY RATE*
1.	Building Inspections	\$ 80.00
2.	Plan Review	\$ 85.00
3.	Code Enforcement	\$ 75.00
4.	Building Official	\$ 90.00

* Hourly rate shall be inclusive of all Respondents expenses to provide required services for the time while performing inspections. The City will not be covering any reimbursable expenses outside of the hourly rates for inspections.



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: 5/8/2025
Date Submitted: 4/28/2025
Title of Agenda Item: Close inactive bank accounts
Agenda Location: Consent Item

Report in brief: Close inactive bank accounts and transfer balances to the pooled cash account. Bank accounts have been inactive over 7 years. With the conversion to pooled cash, activity is recorded in the pooled cash account, which is currently earning 3.5% interest compared to .4% interest earned on the inactive accounts.

Staff Comments: Closing these accounts will facilitate bank account reconciliation and increase interest earned on deposit balances.

Fiscal Impact: Increased interest earnings and diminished administrative costs associated with bank reconciliation.

Recommended Actions:

Close the following bank accounts and transfer the balance to General Fund pooled, Account #2000051006:

Account Description	Interest Rate	Bank account	Last date of activity	Bank balance
CDBG	0%	2000053706	11/22/2013	826.04
General Fund (FBC 9906)	0.40%	2000049906	5/4/2017	101,935.03
General Clearing Account	0.40%	2000050206	5/4/2017	59,652.59
Payroll Account (FBC 2906)	0.40%	2000052906	5/4/2017	51,721.10
				<u>214,134.76</u>

City of LaBelle Proclamation

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk,

NOW, THEREFORE, the City of LaBelle's City Commission, do hereby recognize the week of May 4-10, 2025, as Municipal Clerks Week, and I further extend appreciation to our Municipal Clerk, Tijauna Warner, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent

PROCLAIMED this 8th day of May, 2025

Julie C. Wilkins, Mayor
City of LaBelle



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

To: Honorable Mayor and City Commission
Prepared By: Fire Chief Brent Stevens
Date of Meeting: 05/08/2025
Date Submitted: 04/30/2025
Title of Agenda Item: LaBelle Fire Department Ladder Truck Contract
Agenda Location: Consent Agenda Item

Report in brief:

Approval of the ladder truck contract.

Staff Comments: Mayor Wilkins has signed off on the ladder truck contract. Commission approval is requested.

Fiscal Impact: 2025 -

Has the request been budgeted? ☒ Yes ☐ No

If yes, expected cost and account name. State Appropriation

If no, amount needed and proposed account:

,

Recommended Actions: Review and Approve



877.989.7660 📞

Ten8Fire.com 🌐

1112 Manatee Ave. E. | Bradenton, FL 34208 📍

March 27, 2025

City of Labelle
280 S Main Street
LaBelle Florida 33975

Ten-8 Fire & Safety LLC. and Pierce Manufacturing Inc. are pleased to present the following bid document to the City of Labelle for one (1) new custom-built Pierce Enforcer 107' Ascendant Ladder.

Ten-8 Fire & Safety LLC. representatives have read and understand the fire apparatus request for proposal presented by the City of Labelle and can provide a heavy duty, high quality ladder per the supporting proposal, specifications, and supporting documents.

Ten-8 Fire & Safety LLC. is the exclusive dealer for the sales, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce Manufacturing Inc. in the states of Florida and Georgia. Ten-8 Fire & Safety LLC. is proud to have been representing Pierce Manufacturing Inc. for over 40 years. Ten-8 Fire & Safety LLC. has ten (10) service centers as well as a team of mobile service technicians to service our customers. Your new Enforcer 107' Ascendant Ladder will be serviced at Ten- Fire & Safety LLC.'s service center in Fort Myers, Florida.

Ten-8 Service Center Technicians – Fort Myers, Florida

- Danny Flowers- EVT Technician
- DJ Schwager – Pierce Master Tech and EVT technician
- Charles Chaserau- Pierce Master Tech and EVT technician

The Enforcer 107' Ascendant Ladder will be built at the Pierce Manufacturing Facility in Appleton, Wisconsin. Pierce is a sole source manufacturer and has been manufacturing fire apparatus since 1913 in its ISO 1901 certified facilities. Training consists of three (3) consecutive days from Pierce Factory Representative Trainers.

Pierce Manufacturing Inc. is quoting a delivery of 7-8 calendar months after the receipt of the order. This proposal will remain valid for thirty (30) days unless mutually agreed upon to expand its validity.

As you are aware, fire apparatus manufacturing, designs and materials can differ by manufacturer. As such, there are subtle differences in our proposal from the specification published by the City of Labelle. While Ten-8 Fire & Safety LLC. and Pierce Manufacturing have made every effort to provide all specified items, the overall dimensions and design of the unit may differ from the City of Labelle document. During discussions with our engineering and production teams, we felt it a priority to make sure the components requested were quoted. The Pierce Manufacturing Inc. engineering and product teams can offer additional insight for location of components, optional designs, and additional offerings that will assist City of Labelle in acquiring the best overall apparatus to serve your community.



877.989.7660 📞

Ten8Fire.com 🌐

1112 Manatee Ave. E. | Bradenton, FL 34208 📍

References:

Miami-Dade Fire Rescue

(3) 2024 Enforcer 107' Ascendant Ladders
 (2) 2023 Enforcer 107' Ascendant Ladders
 Captain Ernesto Herrera
 6000 SW 87th Ave
 Miami, FL 33173
 (786) 719-2954

Bonita Springs Fire Control and Rescue District

(1) 2017 Velocity 107' Ascendant Ladder
 Fire Chief Greg DeWitt
 27701 Bonita Grande Dr
 Bonita Springs, FL
 (239) 390-7959

Immokalee Fire Control District

(1) 2021 Velocity 107' Ascendant Ladder
 Fire Chief Michael Choate
 1107 Carson Rd
 Immokalee, FL 34142
 (863) 245-1845

East Manatee Fire Rescue

(1) 2018 Enforcer 107' Ascendant Ladder
 Battalion Chief Derrick Toney
 3200 Lakewood Ranch Boulevard
 Bradenton, Florida, 34211
 (941) 737-3605

Lehigh Acres Fire Control and Rescue District

(1) 2024 Velocity 107' Ascendant Ladder
 Division Chief Oreste Borrego
 11 Homestead Rd S
 Lehigh Acres, FL 33936
 (239) 834-8477



CERTIFICATE OF LIABILITY INSURANCE

Section 6, Item H.

DATE (MM/DD/YYYY)

2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gifford-Heiden Insurance, Inc. 111 E Venice Avenue Venice FL 34285	CONTACT NAME: Clare Jorge	
	PHONE (A/C, No, Ext): 941-484-0681	FAX (A/C, No):
	E-MAIL ADDRESS: clare@giffordheidenins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Continental Insurance Company	35289
	INSURER B : Transportation Insurance Company	20494
	INSURER C : Accelerant Specialty Insurance	16890
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Ten-8 Fire & Safety LLC
2904 59th Ave Dr E
Bradenton FL 34203

TEN-FIR-01

COVERAGES

CERTIFICATE NUMBER: 1927643592

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2091595545	7/30/2024	7/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Gar Liab <input checked="" type="checkbox"/> PIP \$10,000		2071988532	7/30/2024	7/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2048055914	7/30/2024	7/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	2067574121	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A C	GKLL Phy Dmg/Gar Liab Prof Liab		2071988532 S0073PL00207100	7/30/2024 7/30/2024	7/30/2025 7/30/2025	GKL Prof Liab 10,000,000 1m/2m

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fire Equipment Sales and Service.

CERTIFICATE HOLDER

Evidence of Insurance USA	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
------------------------------	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Equipment Proposal****Proposal # Stock**

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: March 26, 2025 ("Proposal Date") **Customer:** City of LaBelle, Florida ("Customer")

Customer Address: 481 W. Hickpochee Ave LaBelle, Florida 33975

Qty	Product Description & Options	Price
1	Pierce Manufacturing Enforcer 107' Ascendant Ladder	\$1,795,713.00
	This proposal is for a stock Enforcer 107' Ascendant Ladder similar to Enforcer 107' Ascendant Ladder Job #43663 - please note some options may vary due to the specifciations presented by the City of Labelle.	
	NFPA Required Equipment including Mounting	\$202,377.00
Total:		\$1,998,090.00
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 7-8 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: _____

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

EXHIBIT A
PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

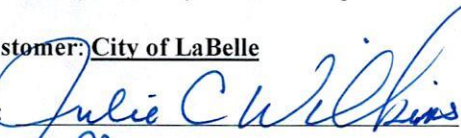
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of LaBelle

By:



Title:

Mayor

Print:

Julie C. Wilkins

Date:

3-31-2025

Ten-8 Fire & Safety, LLC

By:



Title:

Authorized Sales Representative

Print:

Eric Huovinen

Date:

March 26, 2025



CITY OF LABELLE, FLORIDA
Staff Report
for
Tortilla Plant Tree Removal Permit

TYPE OF CASE: Tree Removal Permit Requiring City Commission Approval

STAFF REVIEWER: Patty Kulak

DATE: May 8, 2025

APPLICANT: Lincoln Heartland LLC

REQUEST: Removal of seven (7) significant live oak trees totaling 93 inches DBH from the subject property located at 485 E Lincoln Ave to support the development of a Tortilla Manufacturing Plant, with on-site mitigation in accordance with LDC Section 4-80.

LOCATION: 485 E. Lincoln Avenue

PROPERTY SIZE: 7.01+/- acres

STAFF NARRATIVE:

The applicant is proposing to develop a Tortilla Manufacturing Plant on the subject property located at 485 East Lincoln Avenue and, in conjunction with site development, has submitted a request for a tree removal permit to remove seven (7) significant Live Oak trees totaling approximately 93 inches DBH. The identified trees are located throughout the development site and the developer states the trees conflict with proposed site improvements, including the building location, parking areas, access drives, utility placements (lift station and gas tank), and the required stormwater management systems. Due to these site constraints, the removal of these trees is requested to allow the project to move forward.

To offset the loss of these significant trees, the applicant proposes on-site mitigation through the planting of twenty-five (25) Live Oak trees. Each replacement tree will meet or exceed the minimum specifications outlined in LDC Section 4-80, including a minimum height of ten (10) feet, a four (4) foot spread, and a four (4) inch caliper at the time of planting. The cumulative DBH provided through the replacement trees (96 inches) will exceed the required 93 inches of mitigation for the removed Live Oaks.

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

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

Staff finds the request consistent with the Land Development Code, subject to the replanting of twenty-five (25) Live Oak trees on-site, meeting or exceeding the specifications outlined in LDC Section 4-80.16.5.6, and ensuring a minimum total mitigation of 96 inches of DBH.

SUGGESTED MOTION(S)

APPROVAL:

I make a motion to approve the proposed tree removal permit, subject to the replanting of twenty-five (25) Live Oak trees on-site, each meeting the minimum size specifications outlined in the Land Development Code.

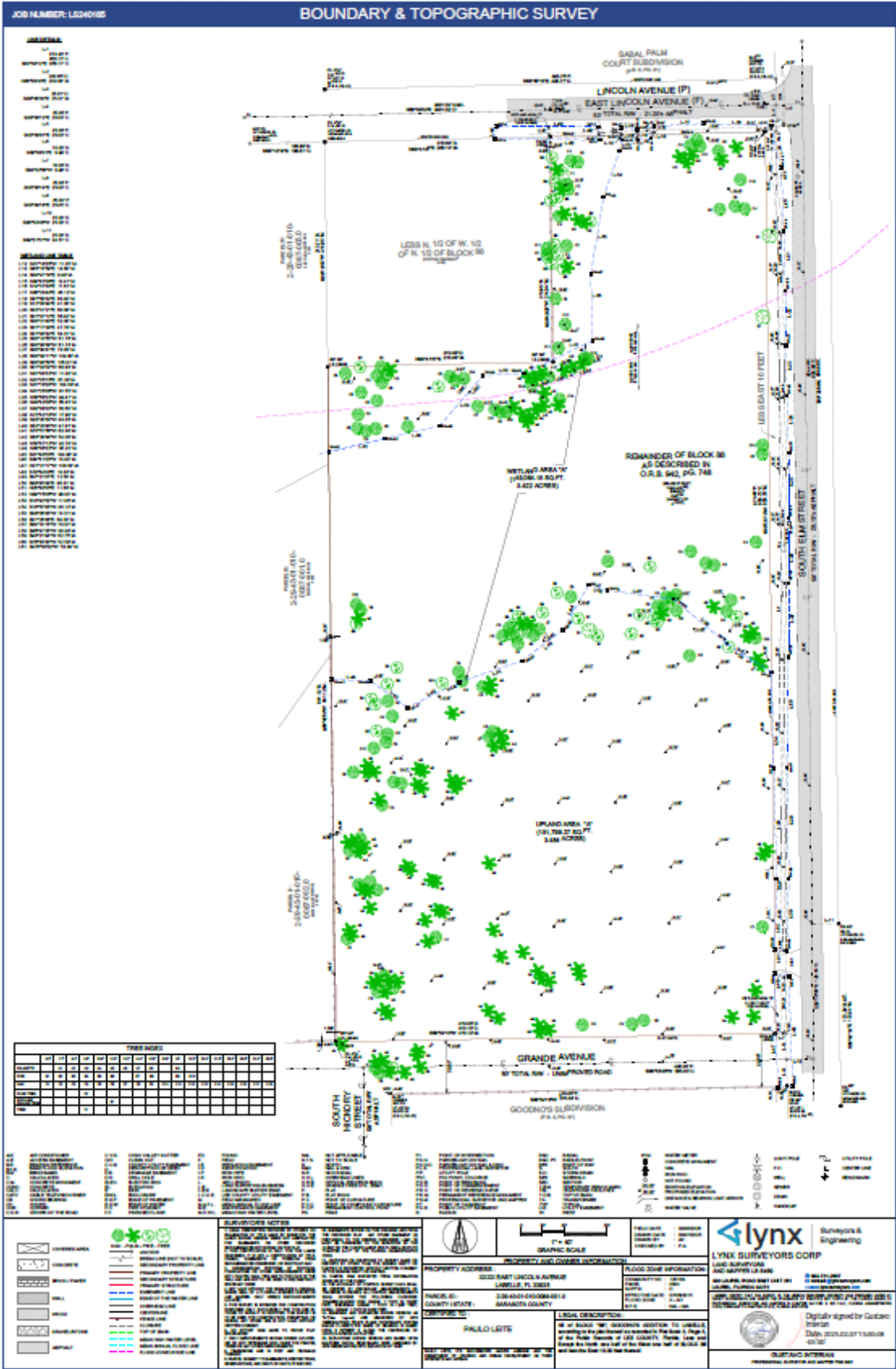
DENIAL:

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

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

- 1) Why?

EXHIBIT A
SIGNIFICANT OAK TREE SURVEY





Tree Removal Application (A)

Section 7, Item A.



DATE RECEIVED: _____

APPLICATION # _____

CUSTOMER # _____

INVOICE #: _____

SUPERINTENDANT APPROVED: Y / N

COMMISSION APPROVAL DATE: _____

Please select one:

☐ Single Family (1 Site) Administrative

☒ Commercial / All Other Administrative

☐ Single Family (1 Site) Public Hearing

☐ Commercial / All Other Public Hearing

1. **APPLICANT:** Lincoln Heartland LLC

(As Shown on Deed or Articles of Incorporation)

Name of Person Applying: Rodolfo Gamez

Mailing Address: 4040 Oak Haven Dr

City: Labelle State: FL Zip: 33935

Email: gamesrolofo@gmail.com Phone: 863 - 605-7077

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

Owners Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

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

Address/Location: 485 East Lincoln Ave

City: Labelle State: FL Zip: 33935

Tax Parcel I. D. #: 22-94-30-1010-0088-001

4. **SUMMARY OF APPLICANT'S REQUEST:**

See Narrative

5. PLEASE PROVIDE THE FOLLOWING ITEMS TO:

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

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

2/18 ✓ **B. Affidavit of Ownership (Notarized)**

2/18 ✓ **C. Agent Authorization (Notarized):** The name of all parties having interest in the subject property and certification that the applicant is authorized to sign the application as owner or authorized agent.

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

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

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

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

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

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

- ☐ **H. Verification Letters (where applicable):** Letter from a certified arborist, licensed landscape architect in the State of Florida, or other suitable expert verifying health of trees (only required where removal is requested due to failing health of the tree) AND/OR letter from certified engineer in the State of Florida verifying the tree proposed for removal is causing structural damage to existing structures (only required where applicable).
- ☒ **I. Certified Boundary and Tree Survey:** Required for commercial public hearing applications. May be required for single family public hearing applications.
- ☐ **J. Additional Data:** Any additional data, materials or information deemed necessary by the Superintendent of Public Works or the city commission to make a determination. If additional documents are required, they shall become a part of this permit.
- ☒ **K. Application Fee:** Check made payable to “City of LaBelle”. See the fee schedule on our website. City of LaBelle

ATTENTION:

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

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

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

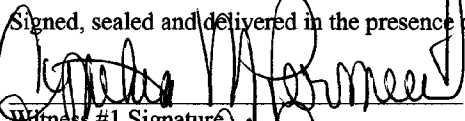
PUBLIC HEARING APPLICATION – CITY COMMISSION ACTION:

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

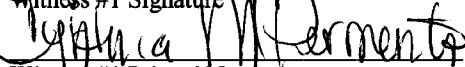
Inst:201826008426 Date:8/6/2018 Time:2:47 PM
Doc Stamp-Deed:1925.0000
DC,Barbara S. Butler,Hendry County Page 2 of 2 B:942 P:749

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

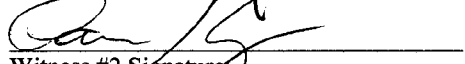
Signed, sealed and delivered in the presence of:



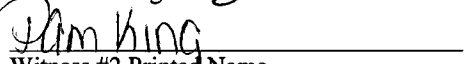
Witness #1 Signature



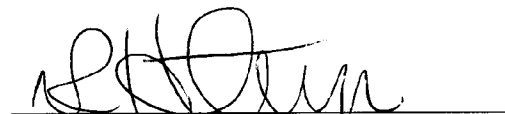
Witness #1 Printed Name



Witness #2 Signature



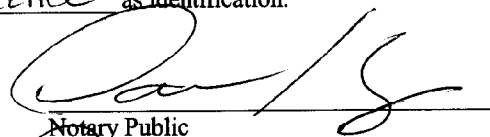
Witness #2 Printed Name

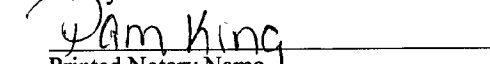


Dan R. Henthorne

**STATE OF FLORIDA
COUNTY OF HENDRY**

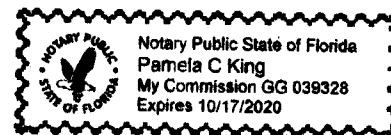
The foregoing instrument was acknowledged before me this 3rd day of August, 2018 by **Dan R. Henthorne** who is personally known to me or has produced FL Drivers Licence as identification.



Notary Public


Printed Notary Name
My Commission Expires:

SEAL



Live Oak Tree Removal Narrative:

Existing Conditions

Number of Trees | Species | Size

1. 7 Oak Trees 12 inches in diameter or larger. **(Called out on pg 3 of plans)**

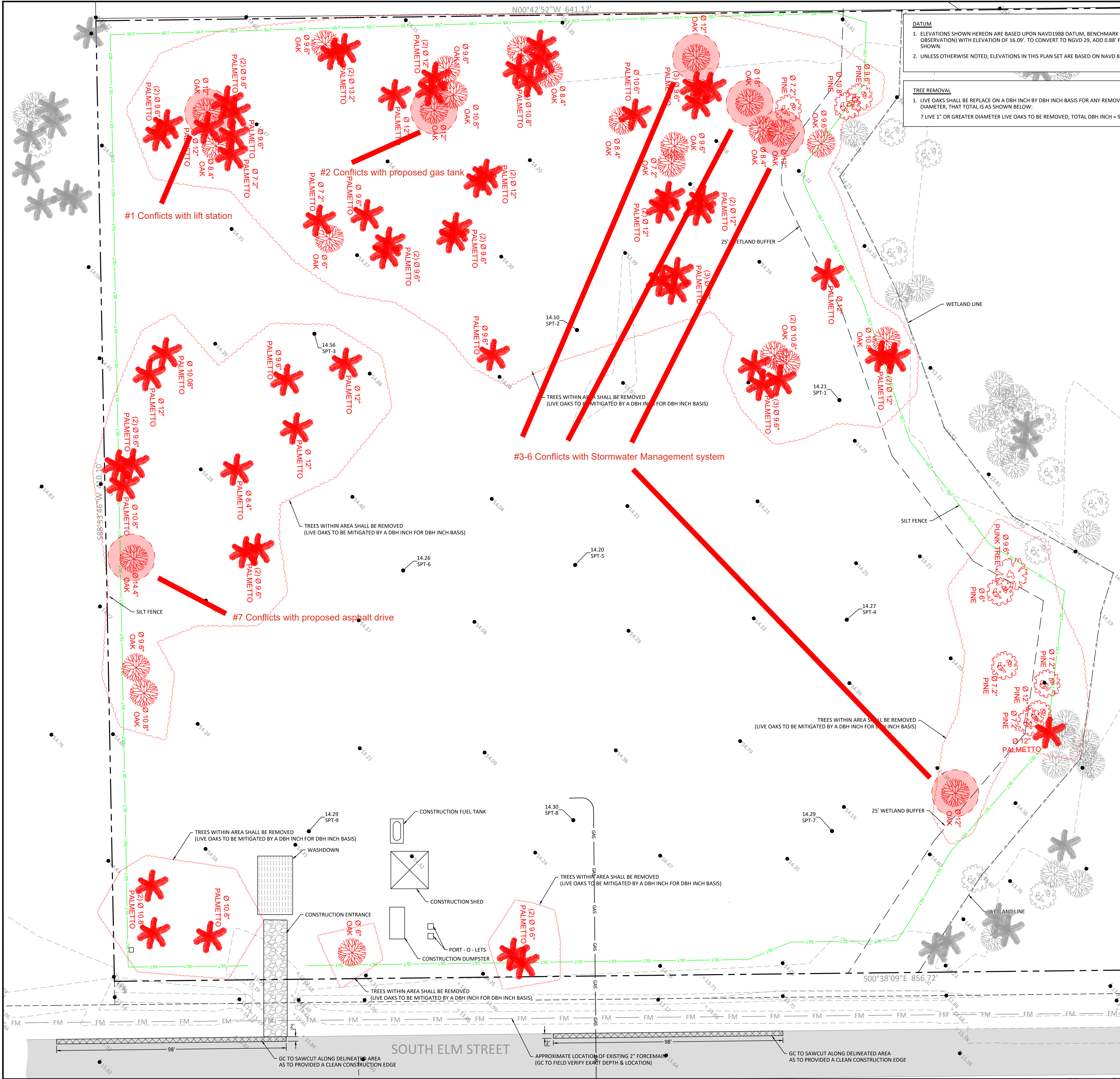
Given the topography and site design such as building location, parking, building access and stormwater systems, the removal of these trees is a necessity for the project to move forward. Please see the below detailed reasons why trees 1-7 must be removed.

1. Tree #1 | Conflicts with lift station
2. Tree #2 | Conflicts with proposed gas tank
3. Tree #3 -6 | Conflicts with the stormwater management system
4. Tree #7 | Conflicts with the asphalt

The only alternative would be to drastically reduce the project size, making the future goal of a Tortilla Plant not feasible in any sense.

To remove these trees a licensed landscaping or construction professional will cut and clear them from the premises.

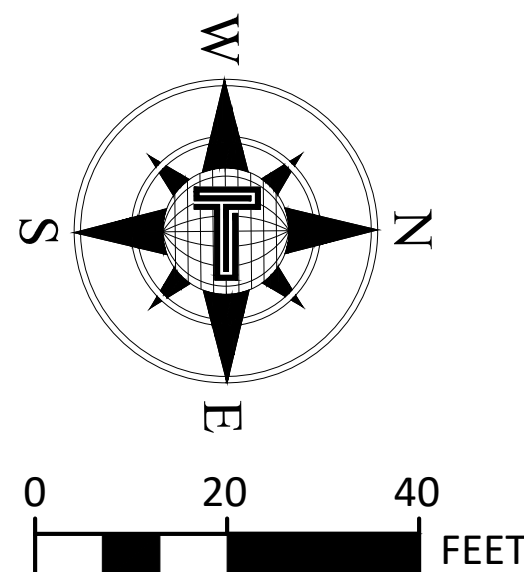
To mitigate the loss of these trees, a plan has been put forth to add an additional 24 Live Oak Trees at a minimum of 10ft tall with a four-foot spread and 4inch caliper. The majority of trees will serve as a perimeter buffer while a few others will be planted in the interior of the site.



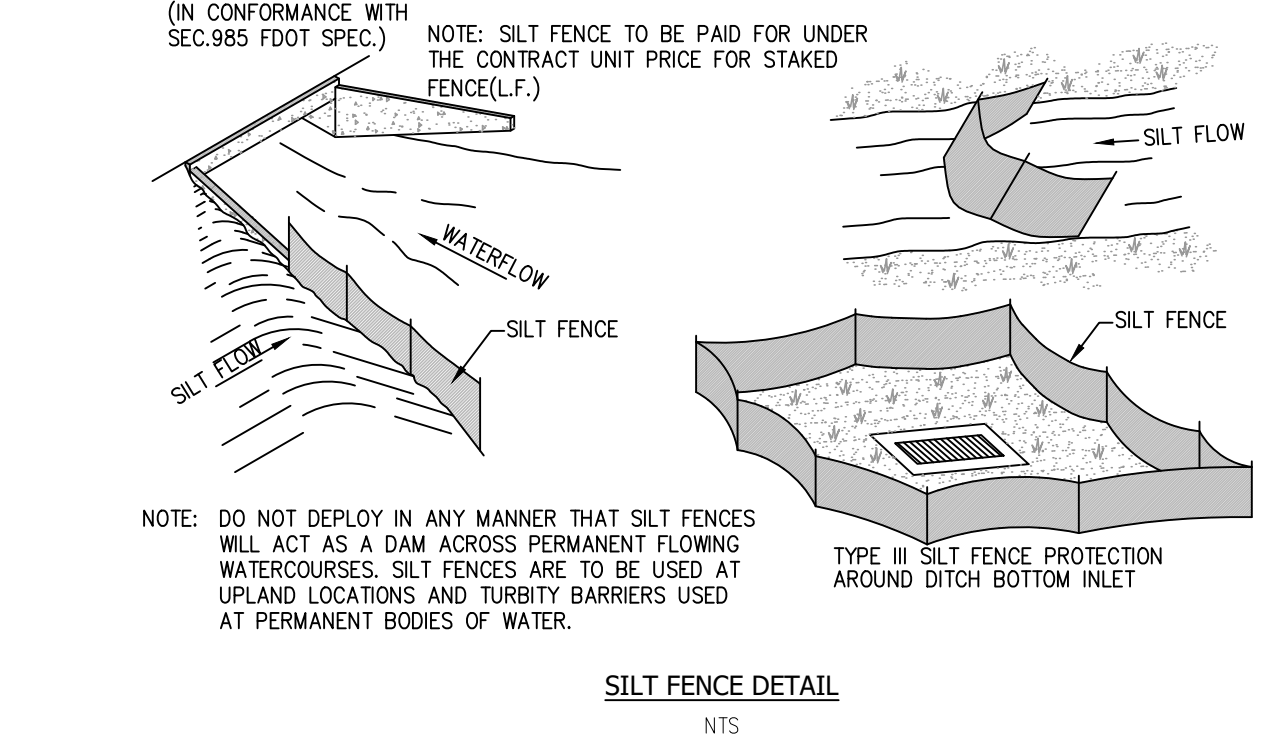
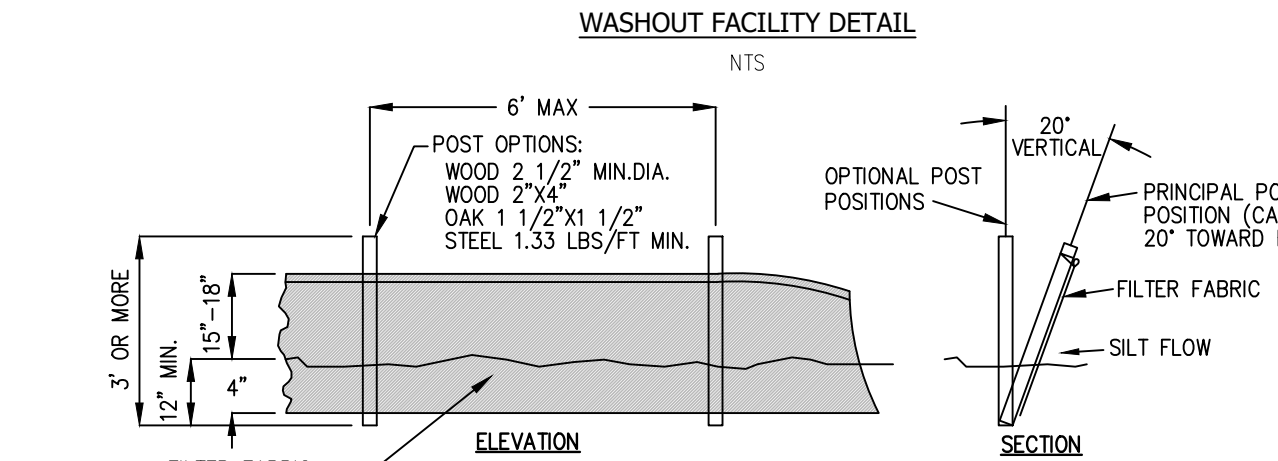
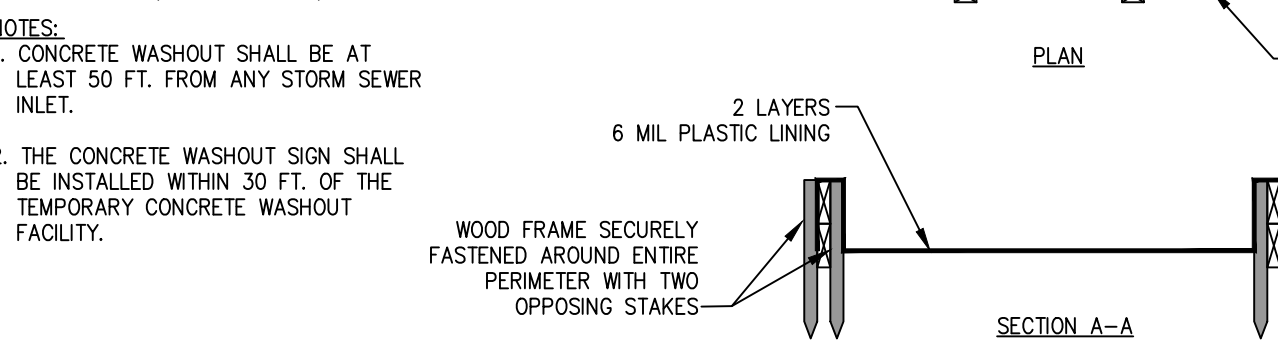
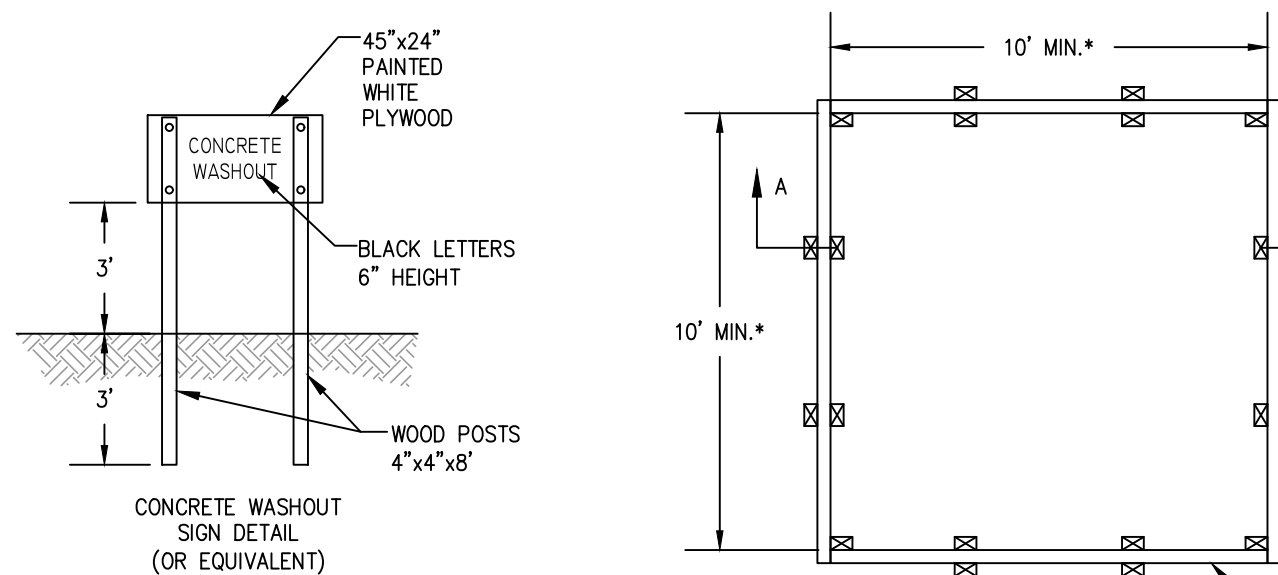
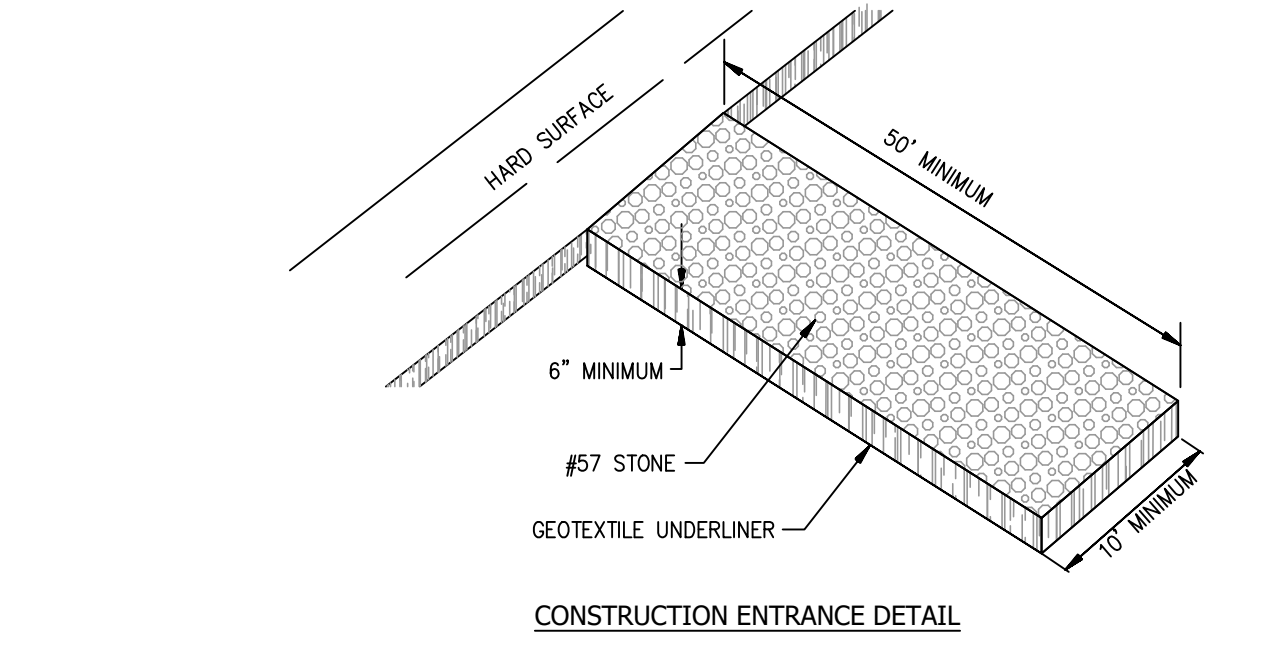
DATUM
1. ELEVATIONS SHOWN HEREON ARE BASED UPON NAVD1988 DATUM, BENCHMARK USED (ASSUMED BYGPS OBSERVATION) WITH ELEVATION OF 16.09'. TO CONVERT TO NGVD 29, ADD 0.88' FROM THE ELEVATIONS SHOWN.
2. UNLESS OTHERWISE NOTED, ELEVATIONS IN THIS PLAN SET ARE BASED ON NAVD 88 DATUM.

TREE REMOVAL
1. LIVE OAKS SHALL BE REPLACE ON A DBH INCH BY DBH INCH BASIS FOR ANY REMOVED 1" OR LARGER IN DIAMETER, THAT TOTAL IS AS SHOWN BELOW:
7 LIVE 1" OR GREATER DIAMETER LIVE OAKS TO BE REMOVED, TOTAL DBH INCH = 93"

LEGEND
PROJECT BOUNDARY
SILT FENCE AND OTHER EROSION CONTROL DEVICES
EXISTING FENCE
EXISTING CONTOUR
EXISTING PAVEMENT
PROPOSED PAVEMENT DEMO
GEOTECH SOIL BORING LOCATIONS
XX.XX
SPT-XX
EXISTING TREES (TO REMAIN)
EXISTING TREES (TO BE REMOVED)
EXISTING TREES 1" IN DIAMETER OR GREATER (TO BE REMOVED)



TREE REMOVAL COUNT										
SPECIES/DIAMETER	0.5'	0.6'	0.7'	0.8'	0.9'	1.0'	1.1'	1.2'	1.5'	
OAK	2	1	4	5	3	5	0	1	1	LIVE OAKS TO BE MITIGATED
PINE	0	3	0	0	1	1	0	0	0	
PALMETTO	0	2	1	24	10	22	1	0	0	
PUNK	0	0	0	1	0	0	0	0	0	
TOTAL DBH BY SPECIES	1.0'	3.60'	3.50'	24.0'	12.60'	28.0'	1.10'	1.20'	1.50'	
OVERALL TOTAL DBH =										



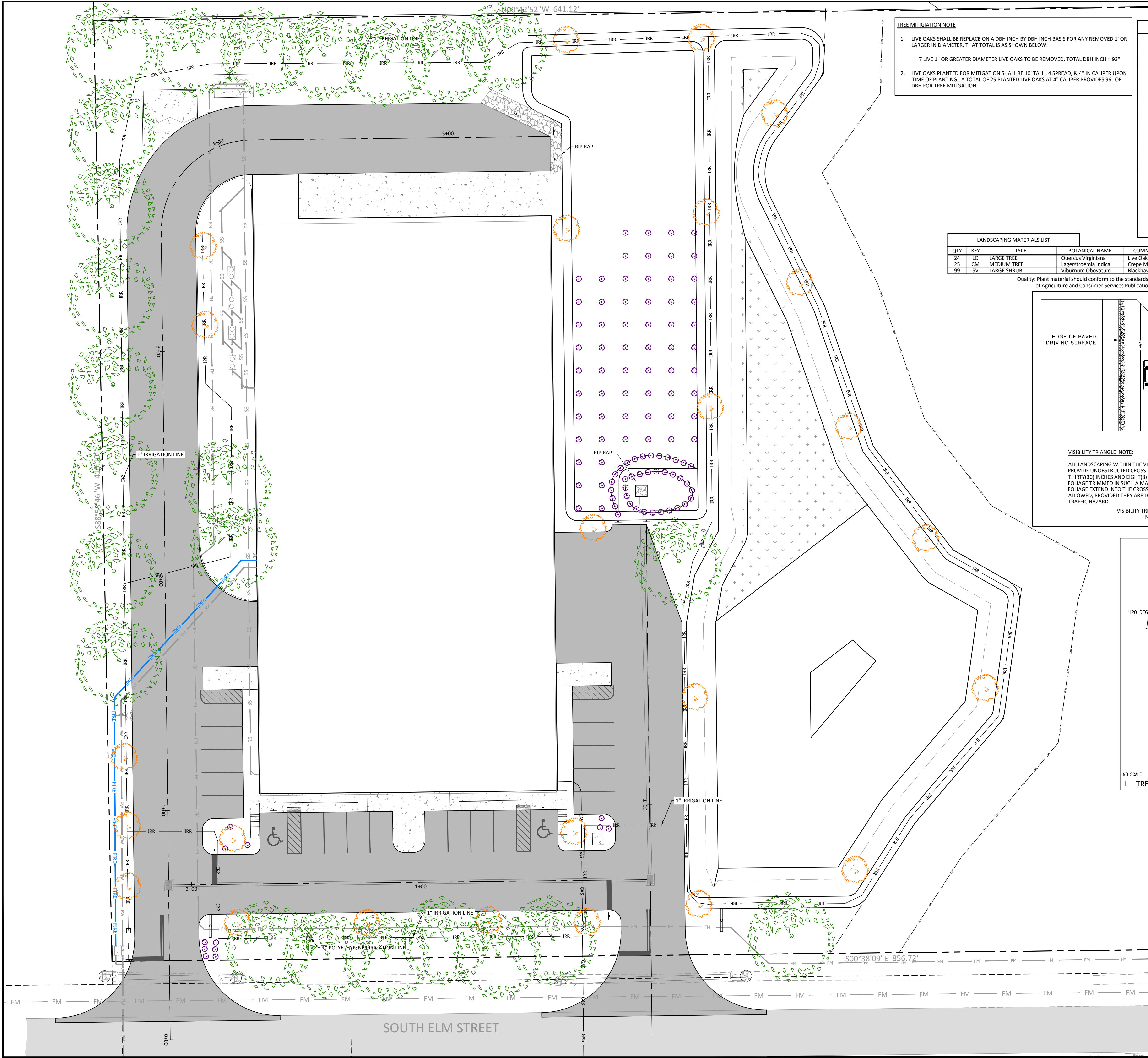
REVISION NO.	DATE	DESCRIPTION

CHARLES R. BROOKER III, P.E.
LICENSE NO. 88615

CLIENT: ORB ENGINEERING
PROJECT NAME: TORTILLA MANUFACTURING PLANT
EXISTING CONDITIONS, DEMO, & SWPP PLAN
SOUTH ELM STREET LABELLE FL 33935

TRADITIONS ENGINEERING
IN COLLABORATION WITH:
202 DORIS DRIVE, SUITE 100, LAKELAND, FL 33813
TEL: (883) 667-0800
FAX: (883) 667-0801
WWW.ORBENGINEERING.COM

PROJECT NUMBER
24-30
SHEET NUMBER
C200



TREE MITIGATION NOTE

1. LIVE OAKS SHALL BE REPLACED ON A DBH INCH BY DBH INCH BASIS FOR ANY REMOVED 1" OR LARGER IN DIAMETER, THAT TOTAL IS AS SHOWN BELOW:

7 LIVE 1" OR GREATER DIAMETER LIVE OAKS TO BE REMOVED, TOTAL DBH INCH = 93"

2. LIVE OAKS PLANTED FOR MITIGATION SHALL BE 10' TALL, 4 SPREAD, & 4" IN CALIPER UPON TIME OF PLANTING. A TOTAL OF 25 PLANTED LIVE OAKS AT 4" CALIPER PROVIDES 96" OF DBH FOR TREE MITIGATION

MATERIAL CALCULATIONS

EAST STREET FRONTAGE TREE REQUIREMENT
PROPERTY FRONTAGE PER 50 LF: 343 LF / 50 LF= 6.86
LARGE TREES: 1 x 6.86 = 7 REQ.

SOUTH STREET FRONTAGE TREE REQUIREMENT
PROPERTY FRONTAGE PER 50 LF: 410 LF / 50LF = 8.2
LARGE TREES: 4 x 8.2 = 8 REQ.

BUILDING LANDSCAPING REQUIREMENT
10 % OF BUILDING AREA: 32,500 X 0.10 = 3,250 SF
LARGE TREES (1,500 SF): 3 x 1,500 = 4,500 SF (13.84%)

PARKING LOT LANDSCAPING REQUIREMENT
25 % OF PARKING AREA: 34,239 X 0.25 = 8,559 SF
MEDIUM TREES (650 SF): 14 X 650 = 9,100 SF (26.57%)

STORMWATER AREA LANDSCAPING REQUIREMENT

POND 100
25% OF POND 100 DRY DETENTION AREA:
11,189 SF X 0.25 = 2,797 SF
2,797 SF / 3 FT ON CENTER (3.14X3X3) = 99 SHRUBS

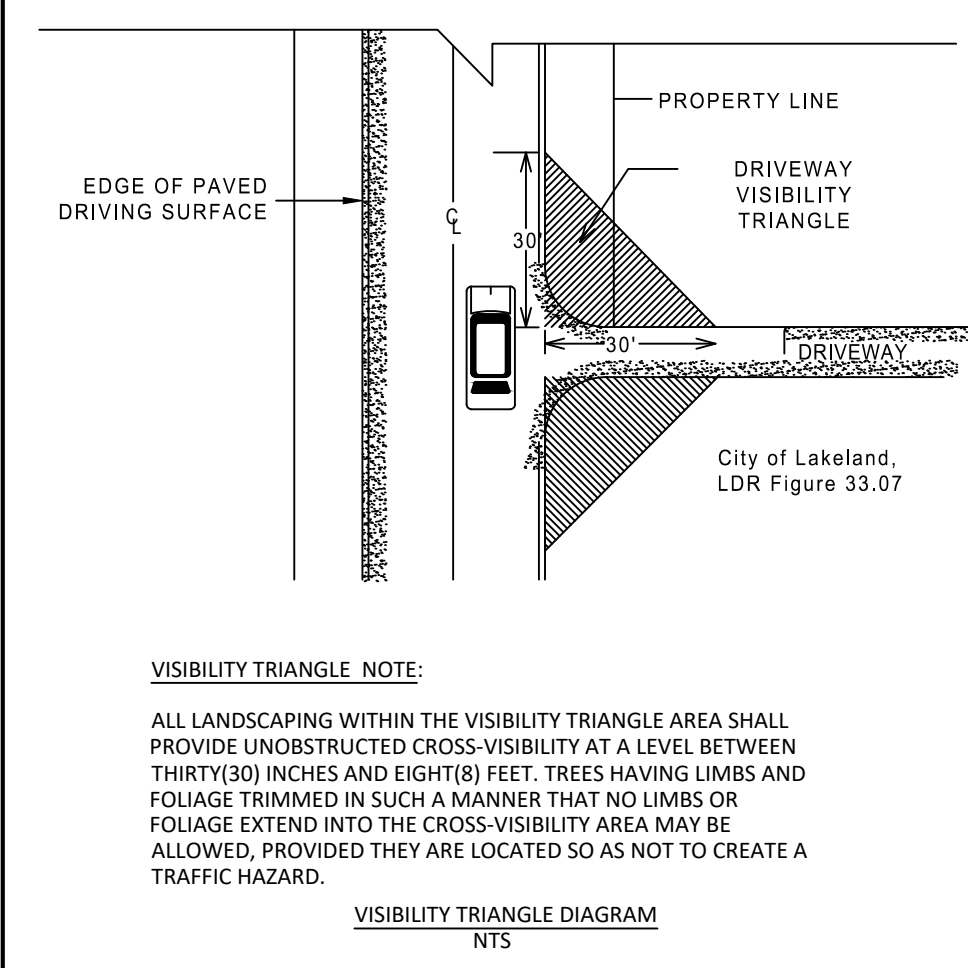
15% OF POND 100 AREA:
12,367 AF X 0.15 = 1,855 SF ≈ 3 MEDIUM TREES

POND 200
15% OF POND 200 AREA:
27,508 AF X 0.15 = 4,126 SF ≈ 8 MEDIUM TREES

LANDSCAPING MATERIALS LIST

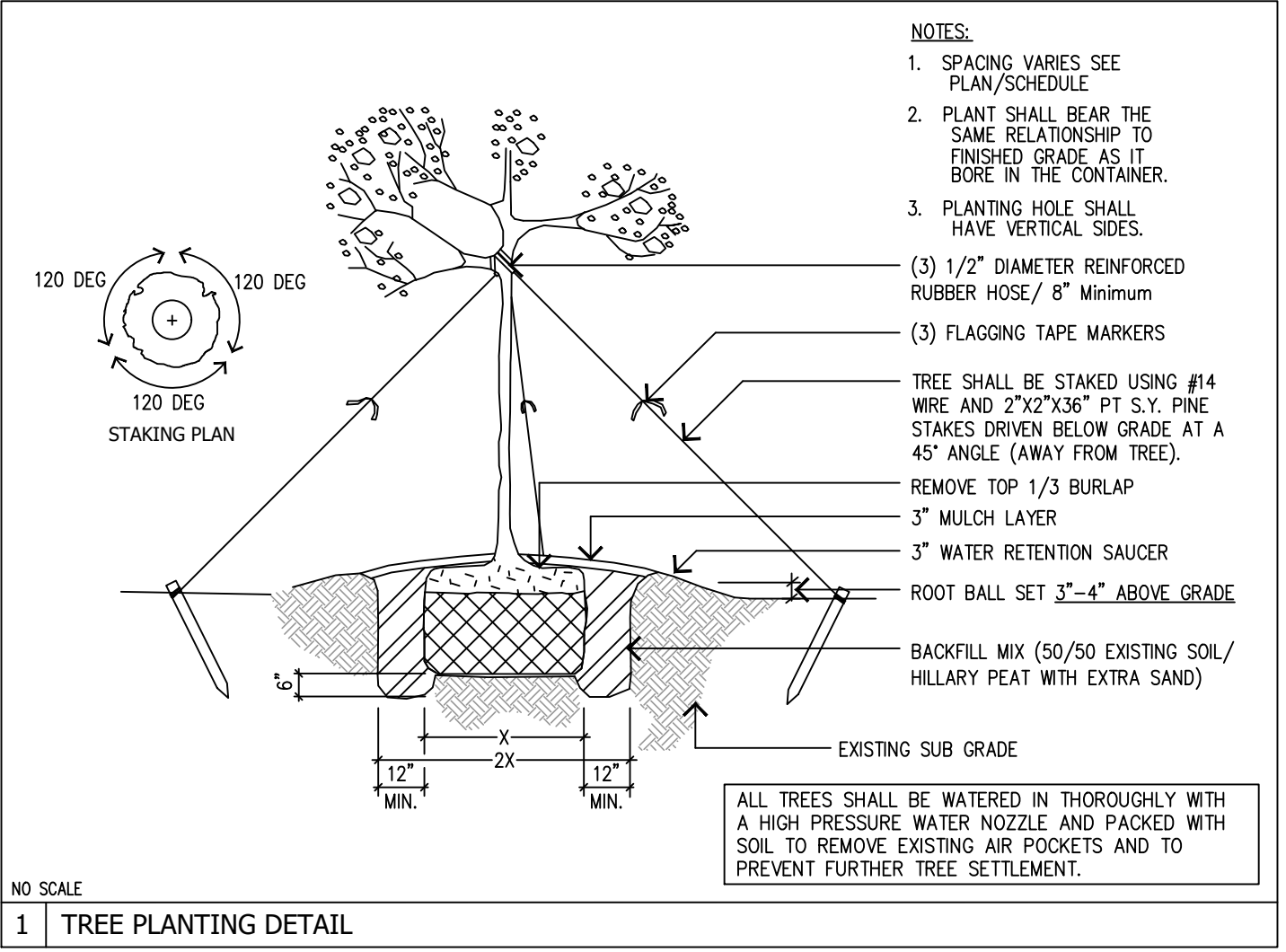
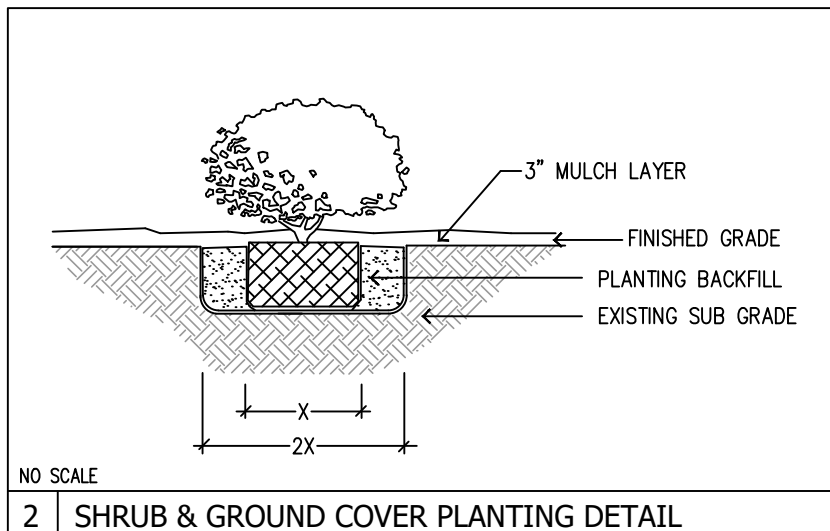
QTY	KEY	TYPE	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
24	LO	LARGE TREE	Quercus Virginiana	Live Oak	Min. 10' tall x 4" Ø DBH
25	CM	MEDIUM TREE	Lagerstroemia Indica	Crepe Myrtle	Min. 8' tall x 3"-4" Spr., Multi Trunk
99	SV	LARGE SHRUB	Viburnum Obovatum	Blackhaw	Min. 30" ht., spaced 18"-36" max on center

Quality: Plant material should conform to the standards for Florida No. 1 or better based on the Florida Department of Agriculture and Consumer Services Publications Grades & Standards for Nursery Plants, Part 1 and II.



IRRIGATION NOTES

IRRIGATION SLEEVE TO BE PLACED 1' BEYOND EOP OR CURB IF APPLICABLE.



Section 7, Item A.

DATE

REVISION NO.

DESCRIPTION

CHARLES R. BROOKER III, P.E.
LICENSE NO. 88615

ORB ENGINEERING

TORTILLA MANUFACTURING PLANT

PROJECT NAME:

TRADITIONS ENGINEERING

IN COLLABORATION WITH:

202 DORIS DRIVE, SUITE 100, LAKELAND, FL 33813
TEL: (863) 667-0800
FAX: (863) 667-0801
WWW.ORBENGINEERING.COM

ORB ENGINEERING

LANDSCAPE PLAN

SOUTH ELM STREET LABELLE FL 33935

PROJECT NUMBER

24-30

SHEET NUMBER

C700

Section 7, Item A.	0
--------------------	---

SOH %:	0.00
NSOH 54 %:	0.00
NSOH 55 %:	100.00

87

Inst:201826008426 Date:8/6/2018 Time:2:47 PM
Doc Stamp-Deed:1925.0000
____DC,Barbara S. Butler,Hendry County Page 1 of 2 8:942 P:748

THIS INSTRUMENT PREPARED BY AND RETURN TO:
CYNTHIA M. PERMENTER
CALOOSA TITLE INSURANCE AGENCY, INC.
152 NORTH BRIDGE STREET
LABELLE, FLORIDA 33935
Property Appraisers Parcel Identification (Folio) Number: 2-29-43-01-010-0088-001.0

____SPACE ABOVE THIS LINE FOR RECORDING DATA____

THIS WARRANTY DEED, made the 3rd day of August, 2018 by **Dan R. Henthorne**, whose post office address is **1560 Osprey Avenue, Naples, FL 34102** herein called the grantor, to **Lincoln Heartland LLC, a Florida Limited Liability Company**, whose post office address is **4040 Oak Haven Drive, LaBelle, FL 33935**, hereinafter called the Grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in HENDRY County, State of Florida, viz.:

All of Block 88, GOODNO'S ADDITION TO LABELLE, according to the plat thereof recorded in Plat Book 3, Page 3, Public Records of Lee County, Florida, lying and being in Hendry County, Florida. **LESS AND EXCEPT** the North one-half of the West one-half of the North one-half of Block 88 and **LESS** the East 10.00 feet thereof.

Subject to easements, restrictions and reservations of record and taxes for the year 2018 and thereafter.

Subject property is not the homestead property of the Grantor named herein.

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

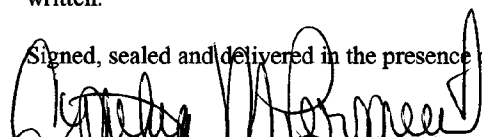
TO HAVE AND TO HOLD, the same in fee simple forever.

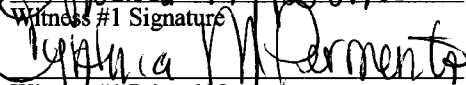
AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

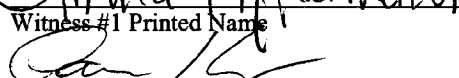
Inst:201826008426 Date:8/6/2018 Time:2:47 PM
Doc Stamp-Deed:1925.0000
DC,Barbara S. Butler,Hendry County Page 2 of 2 B:942 P:749

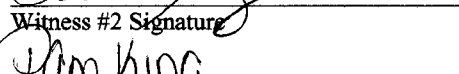
IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

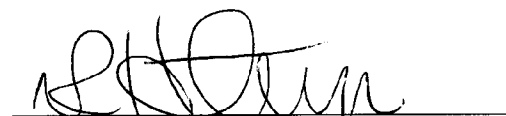
Signed, sealed and delivered in the presence of:


Witness #1 Signature


Witness #1 Printed Name

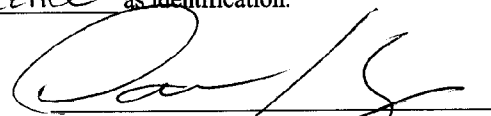
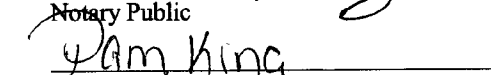

Witness #2 Signature


Witness #2 Printed Name

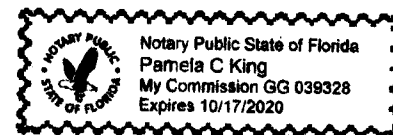

Dan R. Henthorne

**STATE OF FLORIDA
COUNTY OF HENDRY**

The foregoing instrument was acknowledged before me this 3rd day of August, 2018 by **Dan R. Henthorne** who is personally known to me or has produced FL Drivers Licence as identification.


Notary Public

Printed Notary Name
My Commission Expires:

SEAL



Mission:

To protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.



Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

Guidance for Community Water Fluoridation

November 22, 2024

Tallahassee, Fla. – State Surgeon General Dr. Joseph A. Ladapo recommends against community water fluoridation due to the neuropsychiatric risk associated with fluoride exposure.

Fluoride is a naturally occurring ion present in groundwater, fresh and salt water, rainwater, soil, plants, and foods. Community water [fluoridation](#) is the process of adjusting the amount of fluoride in drinking water to the level recommended to prevent tooth decay. Historically, community water fluoridation was considered to be a method to systemically, through ingestion, deliver fluoride to all community members. However, currently many municipalities across the U.S. and several European countries, including Austria, Belgium, France, Germany, Italy, Norway, and Sweden, have [eliminated water fluoridation](#).

Today, fluoride is widely available from multiple sources, including topical fluorides, such as toothpaste, mouthwashes, and fluoride applications by dental providers. Evidence shows fluoride strengthens teeth, making them more decay resistant. However, additional research is being conducted to review the impacts of overall fluoride exposure in the population.

Several studies have reviewed fluoride exposure in vulnerable populations:

- A Mexico City, Mexico, study published in 2017 found that prenatal fluoride exposure was associated with [lower IQ](#) in both boys and girls ages six to twelve. Similarly, a nationwide Canadian study found that higher maternal urinary fluoride in pregnancy was associated with [reduced IQ](#) in boys ages three to four. The fluoride exposure levels in these studies are [comparable](#) to those found in pregnant women in the United States.
- A Canadian cross-sectional study published in 2019 found an association between exposure to fluoridated water and [attention deficit hyperactivity disorder \(ADHD\)](#) among children and adolescents between the ages of six and seventeen.
- Similarly, higher prenatal fluoride exposure was associated with increased incidence [of ADHD](#) in children ages six through twelve in a subgroup of the Mexico City, Mexico study.
- A 2023 Canadian study found that maternal exposure to fluoridated drinking water at 0.7 milligrams per liter throughout pregnancy was associated with [decreased child inhibitory control and cognitive flexibility](#), particularly in girls.
- Another study published in JAMA Network Open in May 2024, found higher [prenatal fluoride exposure](#) was associated with increased child neurobehavioral problems in Los Angeles, California. The authors recommended establishing guidelines for limiting fluoride exposure during pregnancy.
- On August 22, 2024, the U.S. Department of Health and Human Services National Toxicology Program (NTP) published a [report](#) evaluating total fluoride exposure from all sources.

Florida Department of Health**Office of the State Surgeon General**

4052 Bald Cypress Way, Bin A-00 • Tallahassee, FL 32399-1701
PHONE: 850-245-4210 • FAX: 850-922-9453

FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

- The report highlights a concern that some [pregnant women and children](#) may be receiving more fluoride than necessary due to fluoride exposure from multiple sources, including treated public water, water-added foods and beverages, teas, toothpaste, floss, and mouthwash. Thus, the combined total intake of fluoride may exceed safe amounts.
- The report states that the majority of the 72 epidemiological studies pertaining to fluoride's impacts on children's IQ, published through April 2021, found an association between higher levels of fluoride consumption and reduced IQ in children.
- While there is insufficient data to determine if the lower level of 0.7 milligrams per liter, currently recommended for U.S. community water systems, has a negative impact on children's IQ, the report concludes that there is moderate confidence in the scientific evidence that points to an association between higher levels of fluoride consumption and lower IQ in children.¹
- On September 24, 2024, [a U.S. District Court ruled](#) that community water fluoridation at 0.7 milligrams per liter presents an unreasonable risk of injury to health under the [Amended Toxic Substances Control Act \(Amended TSCA\)](#) and the U.S. Environmental Protection Agency is obliged to take regulatory action in response.

Other studies point to various potential impacts associated with systemic fluoride consumption that should be considered when weighing the risks and benefits of adding fluoride to community water systems, including increased risks of developing [sleep apnea](#), accumulation of fluoride in the pineal gland, [sleep cycle disturbance](#), [premature menarche](#) in adolescent girls, negative impacts on the [thyroid gland](#), and elevated occurrences of [skeletal fluorosis](#).

Due to the neuropsychiatric risk associated with fluoride exposure, particularly in pregnant women and children, and the wide availability of alternative sources of fluoride for dental health, the State Surgeon General recommends against community water fluoridation.

The Florida Department of Health strongly supports oral and overall health through:

- Operation and expansion of school-based preventive dental services.
- County health department dental clinics, which provide dental services to communities.
- Screening and treatment referral in pre-school and school settings.
- Provider education, including training on oral health service delivery for those with special health care needs.
- Promotion of healthy habits, with emphasis on a reduction in sugar consumption, through oral health education to communities.
- Providing oral health care supplies to community partners.
- Providing tobacco and vaping cessation resources and services.

Based on self-reported data from 2023, it is estimated that more than 70% of Floridians on community water systems receive fluoridated water. To see if your community water system is included, please visit the webpage [Public Water Systems Actively Fluoridating](#).

References

1. [About Community Water Fluoridation | Fluoridation | CDC](#)
2. [Fluoridation policy and practice: A European Story separating myths from reality.](#)
3. [Prenatal Fluoride Exposure and Cognitive Outcomes in Children at 4 and 6–12 Years of Age in Mexico | Environmental Health Perspectives | Vol. 125, No. 9](#)
4. [Association Between Maternal Fluoride Exposure During Pregnancy and IQ Scores in Offspring in Canada - PubMed](#)
5. [Urinary fluoride levels and metal co-exposures among pregnant women in Los Angeles, California - PMC](#)
6. [Association of water fluoride and urinary fluoride concentrations with attention deficit hyperactivity disorder in Canadian youth - PubMed](#)
7. [Prenatal fluoride exposure and attention deficit hyperactivity disorder \(ADHD\) symptoms in children at 6–12 years of age in Mexico City - ScienceDirect](#)
8. [Fluoride exposure during pregnancy from a community water supply is associated with executive function in preschool children: A prospective ecological cohort study - PubMed](#)
9. [Maternal Urinary Fluoride and Child Neurobehavior at Age 36 Months | Public Health | JAMA Network Open | JAMA Network](#)
10. [NTP Monograph: State of the Science Concerning Fluoride Exposure and Neurodevelopment and Cognition: A Systematic Review; August 2024](#)
11. [Food & Water Watch, Inc., et al. v. Environmental Protection Agency, et al. | United States Courts](#)
12. [COMPS-895.pdf](#)
13. [Fluoride exposure and sleep patterns among older adolescents in the United States: a cross-sectional study of NHANES 2015-2016 - PubMed](#)
14. [Fluoride Exposure and Age of Menarche: Potential Differences Among Adolescent Girls and Women in the United States | Exposure and Health](#)
15. [Fluoride exposure and thyroid function among adults living in Canada: Effect modification by iodine status - PubMed](#)
16. [Fluoride in Drinking Water and Skeletal Fluorosis: a Review of the Global Impact - PubMed](#)

Water Fluoridation in your Drinking Water

The pros of fluoridation in your water supply

Communities across the globe have reduced tooth decay and improved oral health among residents through water fluoridation, as reported by the Centre for Disease Control. In the U.S., this can be spotted today, especially in an age when many also have access to fluoride toothpaste. Beyond the documented health benefits, fluoridating drinking water:

- Is the most effective and widely used method of promoting dental health.
- Acts as an antibacterial, slowing down the growth of bacteria in the mouth.
- Continues to help prevent tooth decay in American children, 42% of children aged 2 to 11, and 91% of adults are still affected by dental caries (tooth decay and cavities), according to Today.
- Saves communities money they would otherwise be spending on dental care.
- Is not a medication; it's a natural ingredient found in groundwater, the oceans, and other natural resources.

The cons of fluoridation in your water supply

Despite the noted health benefits of fluoride, there have been questions and doubts raised as to its efficacy when put in drinking water. Some experts have even claimed that excessive fluoridated water can result in a host of negative outcomes, including:

- The onset of dental fluorosis or enamel fluorosis, a staining or breakdown of the teeth from excessive fluoride exposure. Although fluorosis is a cosmetic condition and does not cause any serious physical problems, the National Institutes of Mental Health has suggested that fluoride-damaged teeth can lead to psychological and behavioral problems.
- Some dentists and experts stress that fluoride must be applied topically to be effective for oral health.
- Water fluoridation of all levels has been linked to bone fractures and other health issues. Medical News Today reports low thyroid functions, fatigue, weight gain, and irregular bowel function could be exacerbated by consuming too much fluoride.
- There is no controlled usage, meaning people who drink lots of water, therefore, are exposed to lots of fluorides.
- Many suggest adding fluoride to our water supply is an unethical practice of mass medication for Americans who cannot choose or give consent. Currently, there exists no medication or supplement that is physically tolerated universally by populations, and fluoride is no different.

Share:

Section 7, Item B.



Lee County removes fluoride from water after unanimous vote by commissioners

[ARTICLE DETAILS](#) ▾




Fluoride will soon be removed from the Lee County water supply. This decision came after **commissioners** voted

WINK News anchor Annette Montgomery reported that Florida Surgeon General Joseph Ladapo addressed the commissioners about this controversial issue.

“I’m happy to be supportive of any communities in Florida that are interested in making a change for good health,” said Ladapo. He expressed his strong support for Lee County’s decision to remove fluoride from the water.

ADVERTISING



Find Your Next Adventure in Los Angeles

Visit California - Sponsored

[Learn more](#)

For over an hour, various individuals, including children, shared their views on the pros and cons of fluoride in the water. Opinions were divided.

Robert V. from Lee County urged commissioners to “consider the ethical health, environmental, and economic implications of fluoridating our water. Let’s move towards a policy that respects individual choice.”

Daniel Becker, also from Lee County, said, “The benefits of fluoride in drinking water are well documented.”

Ladapo emphasized the risks, saying, “It’s insane to continue to support this with the information that we have now. As you know, who suffers the most? Well, so far, it’s children and pregnant women.”

Commissioner Cecil Pendergrass highlighted that Florida is leading the way in eliminating fluoride from the water. He said that 40 out of the 67 counties in Florida do not add fluoride to drinking water, and Lee County has joined that list.

Share:

Section 7, Item B.

Copyright ©2025 Fort Myers Broadcasting. All rights reserved.

This material may not be published, broadcast, rewritten, or redistributed without prior written consent.



You may also be interested in



Lee Commissioners accept increased state grant to address beach erosion from hurricanes



Lee County man arrested after shooting at woman in Tice



2 Lee County men arrested for dealing meth after FBI drug bust



Lee County commissioner shares thoughts on RSW expansion delays

News Team

Contact

WINK Privacy Policy

Help Desk

EEO Report

Newsletter

Upload Files

Public File

Employment

Terms Of Use

Follow us on:



**INTERLOCAL AGREEMENT BETWEEN HENDRY COUNTY, FLORIDA, AND
THE CITY OF LABELLE, FLORIDA, FOR THE COLLECTION,
DISTRIBUTION AND ADMINISTRATION OF IMPACT FEES**

THIS AGREEMENT entered into this _____ day of _____, 2025, by and between Hendry County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of LaBelle, a Florida municipal corporation, hereinafter referred to as "City," (collectively, "the Parties") providing for the City's participation in the County's Road Impact Fee program.

WHEREAS, Hendry County Board of County Commissioners adopted Ordinance No. 2024-06 ("Ordinance") implementing emergency medical services, transportation, law enforcement, correctional facilities and educational facilities impact fees effective February 10, 2025; and

WHEREAS, City is willing to collect impact fees pursuant to the Ordinance and the County is willing to designate the City as its agent for the collection of the impact fees within the City pursuant to the Ordinance; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (the "Act") set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities that encourage cooperation between local governmental units to make the most efficient use of their powers for their mutual advantage, particularly where that cooperation will result in the provision of services and facilities in a manner and form that benefit their communities; and

WHEREAS, the purpose of this Agreement is to establish procedures for the collection and distribution of the County's impact fees generated from development activity within the City; and

WHEREAS, the County and the City hereby delineate their respective rights and obligations as set forth below;

NOW, THEREFORE, it is agreed as follows:

1. The recitals stated above are expressly adopted and incorporated herein.
2. The Parties are entering into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes and each represents that they have the power and authority necessary to do so.
3. The County and the City agree that the Ordinance implementing impact fees within the County shall be effective within the City's jurisdiction unless and until this agreement is terminated as hereinafter provided.
4. As long as this Agreement remains in effect, the impact fees imposed by the Ordinance will be collected by the City at the time of issuance of a Building Permit as defined in the Ordinance within the boundaries of the City.
5. The City agrees to:
 - a. Collect the applicable impact fee as specified in the Ordinance at the time of issuance of a Building Permit within the City's jurisdiction.

- b. Maintain all records of the impact fees collected from all Building Permit activities on development within the City by reference to the fee payer's name and address, and include the amount paid, in cash or by the use of credits and the specific permit for which the fee was collected.
- c. Remit to the County, on or before the 15th of each month: one hundred percent (100%) of all impact fees collected in the preceding month, after the deduction of one half (½ %) percent for the City's administrative costs associated with collecting and administering the funds; and any interest accrued all in accordance with the requirements of the Ordinance and this Interlocal Agreement.
- d. Because the authorizing statute limits the administrative fee to the actual cost, the City shall provide to the County an annual reconciliation of the City's actual administrative costs compared to the one half percent (1/2%) retained, and the difference shall be remitted by the County to the City, if the actual costs exceed the amounts paid, or refunded to the County from the City if the amounts retained exceeded actual costs.
- e. Establish a separate, interest bearing, trust account for the accumulation and distribution of impact fees collected.
- f. Forward applications or request for impact fee refunds to the County Impact Fee Administrator for determination.
- g. Forward applications or requests for impact fee credits in exchange for construction of non-site related improvements to the County Impact Fee Administrator for determination.
- h. Forward applications for exemption from impact fees to the County Impact Fee Administrator for determination.
- i. Refer all questions regarding Impact Fee administration to the County Impact Fee Administrator for determination, including but not limited to questions or application for impact fee credits, refunds, exemptions and calculations.
- j. To the extent permitted by Florida Law and subject to the limitations of Section 768.28, F.S., hold County harmless should any suit or legal action be brought to contest the amount of the administrative fee retained by City. City agrees to provide any and all legal defense reasonably necessary in regard to these matters at no cost to the County. Should any court order a refund of the amount of the administrative fee retained by the City or should any refund be agreed to by City, the refund shall be paid solely by City.
- k. Provide the County on October 1 of each year, annual financial reports and information pertaining to the collection of impact fees collected by the City.
- l. Provide the County, or any auditing or accounting firm acting as agent for the County, with access to the records described above upon request during normal business hours. The City will also provide reasonable assistance to locate,

interpret and copy the records.

6. County agrees to:
 - a. Provide any assistance needed by City to establish administrative procedures, bookkeeping and other accounting procedures necessary for City to collect the impact fee.
 - b. Maintain all records of the impact fee including the name, address, amount paid and benefit district for each Building Permit issued by City or County, as furnished by the collecting agency.
 - c. Establish the necessary Trust Accounts required by the Ordinance for the receipt of impact fee payments.
 - d. Determine the amount of impact fee credit available, in response to an application for such pursuant to the Ordinance consistent with the provisions and procedures established in the Ordinance.
 - e. Determine whether a permit is exempt from impact fees, in response to an application pursuant to the Ordinance consistent with the categories established in the Ordinance.
 - f. Determine whether a refund is owed, in response to an application consistent with the Ordinance. Refunds will be paid by County from the corresponding impact fee accounts.
 - g. Maintain records of the impact fees credits, exemptions and refunds related to development within the City by reference to the fee payer's name and address, and include the amount of credit, exemption, or refund and the specific permit to which those credits, exemptions and refunds relate.
 - h. Hold City harmless should any suit or legal action be brought to contest County's decision in regard to impact fee credit, exemption, refund and the expenditure of impact fee funds or the amount of the administrative fee resulting from collections by City that are forwarded to County. County agrees to provide any and all legal defense reasonably necessary in regard to these matters at no cost to the City. Should any court order a refund of any impact fee or the amount of the administrative fee paid to the County or should any refund be agreed to by County, the refund shall be paid solely by County.
 - i. Provide the City, on October 1 of each year, annual financial reports and information showing the amount of impact fees collected and expended within the City.
 - j. Provide the City, or any auditing or accounting firm acting as agent for the County, with access to the records described above upon request during normal business hours, and also provide reasonable assistance to locate, interpret and copy the records.

- k. Expend all impact fees transmitted from the City in accordance with the requirements of the Ordinance.
- 7. The Board of County Commissioners shall have the final authority pursuant to the Ordinance as to whether to issue credits, refunds or exemptions from impact fees.
- 8. If a permit is requested for a type of land development that is not specifically listed in the Code, the City will consult with the County's Impact Fee Administrator or his/her designee, who will determine the amount of the fee to be charged.
- 9. Appeals of administrative decisions related to impact fees will be heard in accordance with the requirements of the Ordinance and shall be made by County. If any decision of the County pursuant to such appeal is later appealed to the Circuit Court, the appeal will be defended by the County at the County's expense, unless the City elects to participate in or provide the defense of the case.
- 10. The adjudication of disputes and disagreements arising from this Agreement will be resolved through mediation between the County and the City pursuant to Chapter 164, Florida Statutes. If mediation fails, disputes will be resolved by presentation of the matter to the 20th Judicial Circuit Court in and for Hendry County, Florida.
- 11. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements either verbal or written, between the County and the City.
- 12. If suit or legal action is brought to contest the validity of Ordinance for fees that were assessed within the City, the County will fund the legal defense of the impact fees. If a Court orders a refund of impact fees paid, or if a refund is agreed to by settlement of the suit or legal action, the refund will be paid by the County.
- 13. This Agreement becomes effective on the date that the last party hereto signs the Agreement. Notwithstanding the foregoing, this Agreement will apply retroactively to all impact fees collected by the City since February 10, 2025 for development within the City, if not approved prior to that date.
- 14. Nothing in this Agreement is intended to deprive either Party of final authority and responsibility for the use and expenditure of impact fee funds collected pursuant to the Ordinance that are retained by or remitted to the Parties.
- 15. This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of Hendry County, Florida and the Clerk of the City of LaBelle, Florida.
- 16. This Agreement shall be for an initial term of three (3) years from the Effective Date of the Agreement. This initial term shall be automatically renewed for additional one-year terms. This Agreement will terminate 60 days from delivery of written notice of cancellation from either party if: 1) the imposition of the impact fee is not allowed by

state law or, 2) if the County ever rescinds the Ordinance or, 3) if the County ever undertakes responsibility for issuing permits for development within the City's jurisdiction. In the event of termination, City will remit any outstanding balance of impact fees within ten days of the effective date of the termination. The termination of this Agreement shall not require the County to refund any monies collected by the City and remitted to the County pursuant to this Agreement.

17. This Agreement shall be filed with the Clerk of the Circuit Court of Hendry County, Florida, and the Clerk for the City of LaBelle, Florida, upon execution.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

ATTEST:

Kimberley Barrineau, Clerk

Emma J. Byrd, Chair

CITY OF LABELLE, FLORIDA

ATTEST:

Tijauna Warner, City Clerk

Julie Wilkins, Mayor

ORDINANCE NO. 2025 - 01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA; ESTABLISHING A MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION MEASURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the South Florida Water Management District (“District”) has the responsibility and exclusive authority under Chapter 373, Florida Statutes, for implementation of a water shortage plan; and

WHEREAS, the District has promulgated and amended Chapter 40E-24, Florida Administrative Code (“F.A.C.”), establishing mandatory year-round irrigation conservation measures intended to provide a framework for long-term sustainability of water resources; and

WHEREAS, Rule 40E-24.001, F.A.C., seeks the cooperation and assistance of local governmentals to enforce these conservation measures through adoption of local implenting ordinances; and

WHEREAS, the City of LaBelle relies upon the model ordinance guidance and regulations issued by the District in the drafting, adopting, and implementing this Ordinance; and

WHEREAS, it is the desire of the City Commission to adopt such an Ordinance in accordance with Rule 40E-24, F.A.C.; and

WHEREAS, the City Commission of City of LaBelle finds and declares that the adoption of this Ordinance is appropriate, and in the public interest of this community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LABELLE, FLORIDA:

Section 1. Recitals.

Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if specifically set forth herein.

Section 2. Purpose.

It is the intent and purpose of this Ordinance to protect the water resources of the City of LaBelle from the harmful effects of overutilization, especially during periods of water shortage, by assisting the District in the implementation of its landscape irrigation conservation measures, under Chapter 40E-24, F.A.C.

Section 3. Definitions.

For the purpose of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

(1) “Address” means the “house number” (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes “rural route” numbers, but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property’s address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community’s address), then the community’s main address shall be the property’s address. If a property has no address, it shall be considered “even-numbered.”

(2) “Athletic Play Area” means all golf course fairways, tees, roughs, greens, and other athletic play surfaces; including, football, baseball, soccer, polo, tennis, lawn bowling fields, and rodeo, equestrian and livestock arenas.

(3) “Consumptive Use Permit” (CUP) means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.

(4) “District” means the South Florida Water Management District, a government entity created under Chapter 373, Florida Statutes.

(5) “Even-Numbered Address” means an address ending in the number 0, 2, 4, 6 or 8; rights-of-way or other locations with no address; or the letters A-M.

(6) “Existing Landscaping” means any landscaping which has been planted in the ground for more than ninety (90) days.

(7) “Landscaping” means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.

(8) “Landscape Irrigation” means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.

(9) “Law Enforcement Officials” means designated code inspectors and code enforcement officers of the City.

(10) “Low Volume Hand Watering” means the watering of landscape by one (1) person,

with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.

(11) “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 plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.

(12) “Micro-irrigation” means the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts such as bubbler, drip, trickle, mist or micro-spray, and subsurface irrigation.

(13) “New Landscaping” means any landscaping which has been planted and established for ninety (90) days or less.

(14) “Odd-Numbered Address” means an address ending in the number 1, 3, 5, 7 or 9; or the letters N-Z.

(15) “Reclaimed Water” means wastewater that has received at least secondary treatment, and basic disinfection and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C.

(16) “User” means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

(17) “Wasteful and unnecessary” means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an untended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.

(18) “Water Resource” means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

(19) “Water Shortage” means when the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require temporary reduction in total use within a particular area to protect water resources from serious harm.

(20) “Water Shortage Emergency” means when the District has determined that the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or commercial, industrial, agricultural, recreational, or other reasonable beneficial uses.

Section 4. Applicability.

The provisions of this Ordinance shall apply to each user providing landscape irrigation from all water resources within the boundaries of the City of LaBelle. The provisions of this Ordinance shall not apply to athletic play areas or agricultural operations (including nurseries), and irrigation accomplished using reclaimed water or saltwater.

Section 5. Declaration of Water Shortage or Water Shortage Emergency.

A declaration of a water shortage condition or water shortage emergency in accordance with Part II of Chapter 40E-21, F.A.C., within all or parts of the City by the District’s Governing Board or Executive Director, shall supercede any provisions of this Ordinance in conflict therewith until the more restrictive measures are recinded by the District.

Section 6. Year-Round Permanent Landscape Irrigation Measures.

The following requirements or exceptions shall apply to all users, unless otherwise specified.

- (1) Landscape irrigation shall be prohibited daily between the hours of 10:00 a.m. and 4:00 p.m., except as provided below.
- (2) Irrigation of existing landscaping shall comply with the following provisions:
 - a. Even-Numbered Addresses and rights-of-way, or other locations without an address, may accomplish necessary landscape irrigation only on Tuesdays, Thursdays, and/or Sundays.
 - b. Odd-Numbered Addresses may accomplish necessary landscape irrigation only on Mondays, Wednesdays, and/or Saturdays.
- (3) Irrigation of new landscaping shall comply with the following provisions:
 - a. New Landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the listed watering days and times.
 - b. A ninety (90) day establishment period begins on the day new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.

- c. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.
 - d. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
 - e. Irrigation of the new landscaping is limited to areas containing only the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Code if the zone in question is for an area that contains at least fifty percent (50%) new landscaping. If a zone contains less than fifty percent (50%) new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, or any appropriate method which isolates and waters only the new landscaping.
- (4) Irrigation systems may be operated outside restricted days and/or times for cleaning, maintenance, and repair with an attendant on-site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
 - (5) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides, and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall be allowed under the following conditions:
 - a. Such watering-in shall be limited to one (1) application in the absence of specific alternative instructions from the manufacturer; and
 - b. Such watering-in shall be accomplished during normal watering days and times listed above unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.
 - (6) Any plant material may be watered using low volume irrigation, micro-irrigation, low volume hand watering methods, rain barrels, cisterns, or other similar rain-harvesting devices without regard to the listed watering days or times.
 - (7) In addition to the specific listed measures, all wasteful and unnecessary water use is prohibited.
 - (8) Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and operate technology that inhibits or interrupts operation of the system during periods of sufficient moisture in accordance with Section 373.62, Florida Statutes.

- (9) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this Code, which affect each particular water use.

Section 6. Variances.

- (1) Any user affected by this Ordinance may apply for a variance to. A variance from specific day or days identified in Ordinance may be granted if strict application of the restrictions would lead to unreasonable or unfair result, provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial economic, health, or other hardship on the applicant, or those the applicant serves. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this Ordinance.
- (2) Examples of circumstances for a variance include, but are not limited to:
- a. Two (2) or more properties which share a common source of water;
 - b. A public or private water system experiencing or anticipating distribution problems;
 - c. A user maintains an irrigation system that uses soil moisture sensors or weather-based irrigation controllers; or
 - d. Where a contiguous property is divided into different zones, a variance may be granted so that each zone may be irrigated on days different than other zones of the property.
 - e. Where a user maintains, manages, or owns a non-residential property, such as a house of worship or weekly market (farmer/flea), where the primary day of use, operation, or attendance for the property coincides with the prescribed watering day for the address.
- (3) Upon receipt of an application for variance, the Mayor or their designee will render a decision based on the requirements of this Ordinance. In the event the variance is denied, relief may be appealed to the City Commission. Any notice of denial or subsequent appeal shall be sent by certified mail, return receipt requested.
- (4) The granting of a variance under provisions of the Ordinance shall operate prospectively, shall not stay or abate the enforcement of the provisions of this Ordinance, and shall not affect any prior or pending enforcement actions against the affected person that have been initiated pursuant to the provisions of this Ordinance.
- (5) If a variance is granted, the user shall be required to post a notice at each parcel to which the variance pertains.
- (6) A variance is invalid if it has expired or if the user or its agent violates the terms of the variance.

(7) The City shall recognize all applicable variances or waivers issued by the District pursuant to Rules 40E-21 or 40E-24, F.A.C.

Section 7. Enforcement.

The City authorizes law enforcement officials having jurisdiction within the City to enforce the provisions of this Ordinance. In addition, the City may delegate this Ordinance’s enforcement responsibility to other agencies and departments within the City government or other governmental entities through interlocal agreement.

Section 8. Penalties.

Violations of any provision of this Ordinance may be punished pursuant to Chapter 162, Florida Statutes, however the City may also take any other appropriate legal action, including but not limited to injunctive action to enforce the provisions of this Ordinance.

Section 9. Codification.

The City Commission intends that this Ordinance be made part of the Code of the Laws and Ordinances, of the City of LaBelle, Florida; and that the sections of this Ordinance can be renumbered or re-lettered to the appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the City Attorney without the need for a public hearing.

Section 10. Conflict.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

Section 11. 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 12. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this 10th day of May 2025.

PASSED AND ADOPTED BY THE CITY COMMISSION of the City of LaBelle,
Florida this 12th day of June, 2025.

CITY OF LABELLE, FLORIDA

By: _____
Julie C. Wilkins, Mayor

Attest:

By: _____
Tijauna Warner, MMC, Deputy City Clerk

Approved as to form and to
Legal Sufficiency:

By: _____
Derek Rooney, City Attorney

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