

Procedures for Participation in the Non-Maintained Public Right of Way Improvement Program (Excluding Paving)

The following outlines the policy of the Highlands County Board of County Commissioners with respect to improving unpaved public road rights-of-way which are not currently County maintained. The minimal repair activities are not and are not intended to be improvements to the roadway for the purpose of roadway construction that will meet any standards for construction of roadways as required by the Highlands County Code of Ordinances or the Highlands County Technical Standards Manual, or any other applicable rules, regulations or laws pertaining to vehicular safety or roadways. The minimal repair activities are provided at the request and upon receipt of payment from parcel owners to assist the efforts of parcel owners to maintain vehicular access to their properties. In addition, the performance of any minimal repair activities does not constitute nor obligate Highlands County to acceptance of the road for perpetual maintenance.

1. Right of Way Repair Application ("Repair Application") forms for participation in the Highlands County Non-Maintained Public Right of Way Improvement Program shall be obtained online and/or from the Highlands County Road and Bridge Department or Engineering Department. Completed forms shall be submitted to the Road and Bridge Department, 4344 George Blvd, Sebring, Florida, 33875.
2. All Repair Applications for repair services shall include the following:
 - a) the name, address and telephone number of the party/parties making the request and the identity of a spokesperson to contact.
 - b) the name of the road on which repairs are requested
 - c) a detailed description of the requested repairs
3. Upon receipt of a completed Repair Application, a BCC staff member will perform a review of the Repair Application to determine whether the requested repairs fall within non-maintained platted public rights of way. The requesting spokesperson shall be notified within ten (10) working days as to the findings of the Repair Application review. After notifying the spokesperson, a \$200.00 non-refundable check shall be submitted, made payable to the Highlands County Board of County Commissioners, to the Road and Bridge Department located at 4344 George Blvd. Sebring, Florida 33875.
4. Repair activities allowed under this policy are typically only those activities covered within the scope of services of the Highland County Road and Bridge Maintenance Department, and are described as follows:
 - a) Pothole repair
 - b) Minimal ditch maintenance, including mowing
 - c) Dirt road grading
 - d) Delivery of soils by the cubic yard for the purpose of filling depressions in the travel way

- e) Delivery of shell rock by the cubic yard/ton for the purpose of filling depressions in the travel way
- f) Minimal erosion control activities
- g) Tree trimming/removal
- h) Vegetation maintenance activities

Other repairs that would follow the objectives of this policy and within the other limitations established herein may be considered.

5. Upon completion of review of the Repair Application, a cost estimate will be provided by the Road and Bridge Department and/or the Engineering Department as required. The fees for approved activities within the Non-Maintained Public Right of Way Improvement Program will be based upon the following criteria:
 - a) Highlands County's current activity and materials fee rates at the time the services are performed and/or current market prices.
 - b) Highlands County's actual cost of doing business; profit margins are not included.
6. When deemed appropriate, annual contracts and other types of procurement processes may be utilized on any project.
7. All fees associated with Repair Applications, including any potential liability insurance policy adjustments, shall be entirely the responsibility of the requesting party/parties and shall be paid in full prior to the commencement of work. Highlands County will in no manner assume a role in mediating or negotiating between parties relevant to their participation in the Non-Maintained Public Right of Way Improvement Program or the payment of associated fees. Payment shall be provided in the form of a single cashier or certified check made payable to the Highlands County Board of County Commissioners.
8. Following receipt of payment, revenue and expenditure accounts will be set up within Fund 110. A template form will be used to assist with all the financial transactions.
9. After the work is completed, Road and Bridge staff will prepare journal entry requests and submit the requests to the Highlands County Finance Department. If excess funds remain following the completion of the work, property owners will be reimbursed through disbursement of a check made payable to the spokesperson of or other entity that represents the Property Owners. The Property Owners shall be responsible for ensuring appropriate distribution of the excess funds among the Property Owners. If the deposit was not sufficient to pay for the improvements, Road and Bridge staff will submit an invoice to the Property Owners' designated spokesperson for the difference.
10. Scheduling of all approved Repair Applications shall be contingent upon availability of County resources; and maintenance of County maintained roads shall have priority over non-maintained public right of way road repair/maintenance.
11. Upon completion of the non-maintained public right of way road repairs, the requesting party/parties shall be solely responsible for all future maintenance activities on and along the road right of way. Highlands County shall not be liable for future

maintenance and shall in no manner assume any responsibility for future maintenance.

- 12. Road segment improvements shall be limited to one per fiscal year (October 1 through September 30).

I have read, understand, and agree to the terms and conditions of the Procedures for Participation in the Non-Maintained Public Right of Way Improvement Program.

_____ Designated Spokesperson _____ Date

THIS INSTRUMENT PREPARED BY:
Road and Bridge for Highlands County
Board of County Commissioners 4344
George Boulevard
Sebring, FL 33875
(863) 402-6529

Public Right of Way Improvement, Right of Entry and Indemnification Agreement

The following citizens of Highlands County will collectively provide payment to Highlands County for a one-time improvement to the public right of way in Highlands County, known as _____ also described herein as Roadway Segment ID _____, in the amount of _____ AND ___/100 DOLLARS (\$_____.__), in the form of a cashier's or certified check made payable to the Board of County Commissioners, delivered prior to the commencement of the Scope of Work described below in this Agreement:

Name: Strap Number/Address:

Scope of Work:

Highlands County will provide the following Scope of Work along Roadway Segment ID :

_____ from the intersection of _____, approximately _____ feet, to _____.

Scope of Authorization and Conditions:

This Agreement sets forth the understanding that the owner(s) of the properties on the above list (referred to herein collectively as “Property Owner(s)”), hereby grant(s) Highlands County, its employees, agents, contractors, and sub-contractors, non-exclusive, temporary authorization to access, over and across their real properties, at, around or on Roadway Segment ID _____, _____, Florida, (hereinafter referred to collectively as “Property” or “Properties”), subject to the following:

1. This authorization is granted for the sole and limited purpose of the provision of a one-time right of way improvement of _____ which will include the materials and activities described in the Scope of Work described above.

2. The authorization granted herein is non-exclusive, shall commence as of the date this letter is received by Highlands County, and shall expire upon the date Highlands County ceases to engage in improvement activities to provide the materials and services described in the Scope of Work described above. Highlands County has agreed to undertake improvement services on the area of right of way described in the Scope of Work above, which is adjacent to the property of the Property Owner. The Property Owner acknowledges that the Property Owner has requested the services of the Highlands County Road and Bridge Department and that Highlands County is not responsible for any damage caused by the right of way improvement services. The Property Owner freely gives permission for the entry of Highlands County employees, agents, contractors, and subcontractors onto the Property, as necessary to provide the services described in the Scope of Work. Further, the Property Owner acknowledges that the improvement activities related to the Scope of Work will involve the use of motorized vehicles and other heavy equipment and tools. The Property Owner accepts the risk of possible damage to the Property Owner’s personal property or real property, that is in the vicinity and path of the improvement activities related to the Scope of Work, including the risk of substantial damage to such personal and real property. The Property Owner is responsible for protecting his or her personal and real property from damage and the Property Owner shall ensure that no persons are on the Property in the vicinity of the activities related to the Scope of Work and accepts the risk of injury or other harm to any persons on the Property. The Property Owner has the legal authority to grant rights of access to Highlands County employees, agents, contractors, and subcontractors. The Property Owner freely and voluntarily, grants a right of entry to the Property to Highlands County employees, agents, contractors, and subcontractors, as necessary for the purpose of right of way improvement activities related to the Scope of Work. The Property Owner acknowledges that _____ is an unmaintained county road right of way within the network of county roads. The Property Owner understands and agrees that the performance of improvement activities related to the Scope of Work does not create an obligation upon Highlands County or the elected or appointed officials, employees, agents, contractors or subcontractors of Highlands County to perform road grading or any other activities or any other maintenance on _____. Further, the Property Owner understands and agrees that the minimal repair activities are not and are not intended to be improvements to the roadway for the purpose of roadway construction that will meet any standards for construction of roadways as required by the Highlands County Code of Ordinances or the Highlands County Technical Standards Manual, or any other applicable rules, regulations or laws pertaining to

vehicular safety or roadways. The minimal repair activities are provided at the request and upon receipt of payment from parcel owners to assist the efforts of parcel owners to maintain vehicular access to their properties. As a further inducement and in consideration for any repair performed pursuant to the right of entry hereby given, the Property Owner hereby agrees to indemnify and hold harmless Highlands County, a political subdivision of the State of Florida, and any of its agencies, elected and appointed officials, employees and agents for any and all damages of any and all types, either to persons or property that might arise by or be related to the improvement activities and the Property Owner does hereby release, discharge, and waive any action against Highlands County, either legal or equitable, that may arise by reason of, or be related to, any action of Highlands County, a political subdivision of the State of Florida, and any of its elected or appointed officials, employees, agencies, agents, contractors, and subcontractors related to the improvement activities on _____ and the Property. The Property Owner(s) acknowledges that any contractor or subcontractor of a contractor is an independent contractor and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for the Contractor pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's direction, supervision, and control as an employee of the Contractor. The Contractor, and not Highlands County, will exercise control over the means and manner in which the Contractor's employees or subcontractors perform the work, and in all respects the Contractor's relationship and the relationship of its employees to Highlands County is that of an independent contractor and not as employees or agents of Highlands County. The Property Owner(s) shall pursue directly against the Contractor any claim related to the actions of the Contractor or any action of the Contractor's subcontractors.

The foregoing Public Right of Way Improvement, Right of Entry and Indemnification Agreement was approved by the

Property Owner(s) on _____, 20__.

Dated this ____ day of _____, 20__.

Property Owner:

Sign Name _____

Print Name _____

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this ____ day of

_____, 2022, by _____, as

_____ of _____ (address) _____ who is personally known to me or who has produced

_____ as identification and who did not take an oath.

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

Dated this ____ day of _____, 20__.

Property Owner:

Sign Name _____

Print Name _____

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of _____ (address) _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

Dated this ____ day of _____, 20__.

Property Owner:

Sign Name _____

Print Name _____

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of _____ (address) _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

Dated this ____ day of _____, 20__.

Property Owner:

Sign Name _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of _____ (address) _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

Dated this ____ day of _____, 20__.

Property Owner:

Sign Name _____

Print Name _____

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of _____ (address) _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Print Name: _____

Notary Public, State of Florida

My Commission Expires:

Dated this _____ day of _____, 20__.

Property Owner:

Sign Name _____

Print Name _____

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of _____ (address) _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

Print Name: _____

Notary Public, State of Florida

My Commission Expires: