

**HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS**

Title: Non-Maintained Public Right of Way Improvement Program

Date Adopted: August 21, 2018

Effective Date: August 21, 2018

It shall be the policy of the Board of County Commissioners of Highlands County, Florida that:

Highlands County is authorized to provide repairs to paved and dirt roads and related infrastructure (shoulders, drainage conveyances and other infrastructure supporting paved and/or dirt roads) to public rights of way not maintained by Highlands County, excluding roads maintained by other government agencies. The primary objective of this policy is to ensure safe ingress and egress to public right of way roads for homeowners, U.S. Postal Service, sanitation vehicles, and emergency services personnel. Such services shall not be construed as competition with private enterprise, but rather a service that serves the public good with the narrow focus of safe access to residential dwellings. Only public rights of way accesses that have been officially platted and recorded by the Highlands County Clerk of Courts as “public rights of way” shall be eligible for work under this program. All other public rights of way accesses shall be deemed to be ineligible.

Incorporated herein are the Procedures for the “Non-Maintained Public Right of Way Improvement Program.”

Procedures for Participation in the Non-Maintained Public Right of Way Improvement Program

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 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.
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) Curb and gutter repair and replacement
 - c) Inlet top repair
 - d) Ditch bottom inlet structural repair or replacement
 - e) Storm sewer repair
 - f) Cross-drain repair or replacement
 - g) Roadside ditch maintenance
 - h) Drainage outfall to stormwater treatment facility repair
 - i) Drainage flume repair or replacement
 - j) Dirt road grading
 - k) Delivery of soils by the cubic yard for the purpose of dirt road stabilization
 - l) Delivery of aggregates by the ton for the purpose of dirt road stabilization
 - m) Sod and sediment controls for the purpose of stabilizing areas associated with road and stormwater repair activities.
 - n) Tree trimming/removal
 - o) Vegetation maintenance activities

Other repairs that would be in compliance with 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 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:
W. Kyle Green, Road and Bridge Director 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 _____. 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 _____, 2018, 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 _____, 2018, 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 _____, 2018, 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 _____, 2018, 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 _____, 2018, 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 _____, 2018, 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: