



HIGHLANDS COUNTY


BOARD OF COUNTY COMMISSIONERS

PARKS AND NATURAL RESOURCES DEPARTMENT

To: Lake Istokpoga Management Committee members and alternates: Gary Albin, Bill Dwinell, Paul Gray, Flint Johns, Gary Lamperelli, Paul Phypers Jr., Dick Reaney, Jim Reed, John Ruggerio
Agency liaison representatives: Commissioner Elwell, Vicki Pontius, Chris Mayhew, Mike McMillian (Highlands County), Beacham Furse, Steve Gornak, Bill Pouder, Kelle Sullivan (FFWCC), Julie Neurohr, (FDEP), Gary Ritter (SFWMD), Joe DeCerbo, Clay Shrum (Spring Lake Improvement District), Sandra Sneckenberger (USFWS), Erin Duffy (USACE),

CC: e-mail list: David Douglas, Ron Durham, June Fisher, Bert Galloway, Linda McCarthy, Marty Mielke, Gloria Rybinski, Audrey Vickers, David Ward, Jim Wilburn, Highlands County Commissioners, media outlets

Date: Friday, March 28, 2014

From:  Clell Ford, County Lakes Manager

Subject: Preliminary Agenda for Lake Istokpoga Management Committee April 2014 workshop – Thursday, April 3, 2014, 9 am.

A workshop to address preparing a resolution of for the Board of County Commissioners that will guide the operation of the Lake Istokpoga Management Committee will be held on Thursday, April 3rd, starting at 9 am in conference room 3 of the Bert J. Harris Agricultural Center. This workshop meeting focus on converting the draft by-laws proposed by the LIMC into a resolution for the Board of County Commissioners to act on. Please plan to attend.



HIGHLANDS COUNTY

BOARD OF COUNTY COMMISSIONERS

PARKS AND NATURAL RESOURCES DEPARTMENT

Lake Istokpoga Management Committee PRELIMINARY WORKSHOP AGENDA

Thursday, March 20, 2014

Sign-in / Call to order / Workshop meeting certification / Meeting civility announcement

- 1) Introductions
- 2) Workshop purpose:
 - a) Develop a resolution of for the Board of County Commissioners that will guide the operation of the Lake Istokpoga Management Committee
- 3) Documents for consideration – history of the process
 - a) Original Fish Management Area Agreement calling for creation of LIMC (e-mail)
 - b) Draft (2013) Bylaws (e-mail)
 - c) Example Resolution (e-mail)
 - d) Draft LIMC Resolution for consideration (handout)
- 4) Discussion – sections of the resolution
 - a) Committee membership
 - b) Appointment Term and Rotation
 - c) Chair and Vice-chair
 - d) Meeting notices, quorums, and voting protocols
 - e) LIMC mission and vision
 - f) LIMC functions
 - g) Items from Committee members
- 5) Proposal for full LIMC consideration (if a quorum is present, this may be voted on in this workshop meeting)
- 6) Public comment
- 7) Announcements: LIMC information is now available on-line:

http://www.hbcc.net/departments/parks_and_recreation/limc_lk_istokpoga_mgmt_committee.php

Tentative Meeting schedule for 2014: May, August, and December 2014; dates to be announced.



HIGHLANDS COUNTY

BOARD OF COUNTY COMMISSIONERS

PARKS AND NATURAL RESOURCES DEPARTMENT

Istokpoga Management Committee Members and affiliations as of December 10, 2013

Affiliation	Primary or Alternate	Name
<i>Voting Committee members</i>		
Angler-Hunter Community	Primary	Vacant
	Alternate	Vacant
Environmental Community	Primary	Paul Gray
	Alternate	Vacant
Lake Placid Community	Primary	Jim Reed
	Alternate	Vacant
Friends of Istokpoga	Primary	Bill Dwinell
	Alternate	Gary Lamperelli
Lorida Community	Primary	Vacant
	Alternate	Vacant
Highlands County Lakes Association	Primary	Dick Reaney
	Alternate	John Ruggerio
Highlands County Homeowners Association – association disbanded	Primary	Vacant
	Alternate	Vacant
Fish Camp Owners	Primary	Gary Albin
	Alternate	Vacant
Range Agriculture	Primary	Flint Johns
	Alternate	Vacant
Istokpoga Marsh Watershed Improvement District	Primary	Paul Phipers, Jr.
	Alternate	Vacant
<i>Non-voting (liaison) – agency representatives*:</i>		
Highlands County Board of County Commissioners	Liaison	Don Elwell
Highlands County Parks and Natural Resources	Co-Chair	Clell Ford
Highlands County Parks and Natural Resources	Staff*	Mike McMillian
Highlands County Aquatic Weed Control Program	Staff	Chris Mayhew
Florida Fish and Wildlife Conservation Commission	Co-Chair	Bill Pouder
FFWCC	Staff*	Steven Gornak
FFWCC Bureau of Invasive Plant Management	Staff*	Kelle Sullivan
Florida Department of Environmental Protection	Staff*	Julie Neurohr
South Florida Water Management District	Staff*	Gary Ritter
US Army Corps of Engineers	Staff*	Erin Duffy
US Fish and Wildlife Service	Staff*	Sandra Sneckenberger

*Agency liaison staff attending may vary depending on availability

4344 GEORGE BOULEVARD, SEBRING, FL 33875-5803

PHONE: (863) 402-6545 FAX: (863) 402-6899

http://www.hbcc.net/departments/parks_and_recreation/natural_resources.php

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1. Introduction

The Lake Istokpoga Fish Management Area Agreement (Agreement – Appendix A) between the Highlands County Board of County Commissioners (County) and the Florida Fish and Wildlife Conservation Commission (Commission) calls for the formation of a Lake Istokpoga Management Committee (Committee). Approved in 1997, paragraph 16 of the Agreement specifies that the Committee will "address comprehensive lake management issues such as exotic plant management, watershed management, aquatic habitat enhancement, water level regulation and lake restoration". These by laws address the mission statement for the committee, a description of Lake Istokpoga and its watershed, Committee organization, Committee membership, Committee authority, and its roles and responsibilities. The Florida Fish and Wildlife Conservation Commission was formerly the Florida Game and Fresh Water Fish Commission.

Historically, the public has played a critical role in bringing Lake Istokpoga concerns to the attention of local, regional and state agencies. As with any resource, the ultimate responsibility for stewardship lies with the public. The public relies on professionals working for government agencies to keep them informed and provide their opinions to resource managers. This committee is intended to be a permanent public voice in the decisions regarding management of the Lake Istokpoga ecosystem. The aim is to provide continuity across the changes in agency personnel and mandates, while keeping the public informed and involved in management decisions. The Committee will address a wide variety of issues: these should include: changes to the water level regulation schedule, habitat restoration, tussock removal, aquatic plant control, water quality improvement, lake access facility maintenance and development, lakefront property values and fishing regulations. Other issues may be developed at the discretion of the committee.

2. Mission Statement

The mission of the Lake Istokpoga Management Committee is to address management issues associated with Lake Istokpoga and its watershed, providing public input on issues related to the lake that may be considered by the Highlands County Board of County Commissioners. This Committee is charged with addressing issues that include but are not limited to aquatic plant management, aquatic habitat enhancement, water level regulation and lake restoration.

3. Site Description - Background

Lake Istokpoga is the largest lake in Highlands County and the fifth largest lake in Florida at 27,692 acres. Geographically located approximately ½ way between Lake Kissimmee and Lake Okeechobee, Istokpoga drains approximately 388,500 acres of the Lake Wales Ridge; bounded by Lake Clinch and Lake Reedy in the north and Lake Placid in the south (see Map). Arbuckle Creek and Josephine Creek are its main tributaries. Most of the drainage from Istokpoga is to Lake Okeechobee by way of a flood control canal (C-4 I A) southeast of the lake. A much smaller canal carries water 10 miles east to the Kissimmee River. The lake has a maximum depth of 10 feet, with an estimated mean depth of 3 ½'. Most of the lake is less than 6 feet deep.

Currently, the lake's water level is regulated under the Master Water Control Manual for the Kissimmee River – Lake Istokpoga Basin (WCM); Section 7-00. Since flood control was established in the 1960s, water levels have been highly managed. Istokpoga is a highly productive lake in terms of both plant and animal life. Its water quality in open water areas compares favorably to that of other large shallow lakes such as Kissimmee and Okeechobee.

The history of aquatic plant management on the lake is extensive. The lake's littoral zone supports a large community of submerged, emergent and floating aquatic plants, as well as floating plant islands known as tussocks. The lake supports excellent populations of sport fish, seasonal and resident waterfowl, osprey, eagles and the federally protected Snail Kite, alligators and many other aquatic guilds. Depending on plant density and growth characteristics, aquatic plants either provide excellent habitat for fish and wildlife, or create vegetative zones that provide little or no habitat. Though the latter were commonly associated with tussocks, these areas are now known to represent shallow marsh habitat that is important for many species of birds, mammals, amphibians and reptiles. Habitat projects, conducted by the Commission, endeavor to balance historic ratios of habitat, though with a preference for sport fish habitat, as the formation of the Istokpoga fish management area is the driving force for habitat enhancement activities.

Invasive exotic plant management has taken several twists over the last twenty-five or so years. The details of this management are located in reports presented to the Committee over the history of its existence. The maintenance control of water hyacinths and water lettuce is performed by the Highlands County Aquatic Weed Control Program, funded by the Commission. The control of Hydrilla, also funded by the Commission, is managed cooperatively by the County Aquatic Weed Control Program and the Commission's Invasive Plant Management Section as defined by FS 68-54. For Lake Istokpoga, the Commission recognizes that eradication of Hydrilla is not an achievable goal due to the resistance of Hydrilla to the primary herbicide used for control. Since 2007, adaptive plant management has allowed patches of Hydrilla to persist in some sections of the lake while being chemically

treated in others.

4. Committee Organization

The Agreement specifies that the County "serve as chair of this committee and be responsible for record keeping, organization of meetings, arrange locations for meetings, and committee administration". Membership in the Committee is in two categories, agency and public / citizen. Paragraph 16 of the Agreement stipulates that both the County and the Commission "shall mutually-agree as to the inclusion of this Committee and jointly invite representatives from local, regional, state and federal agencies, civic and citizen groups, local business interests, fishing clubs and other appropriate persons / organizations." However, the Commission has not actively exercised its rights regarding the selection of citizen Committee members. Six agencies and eleven public / citizens groups are identified as stakeholder representative participants.

Professional staff representatives serve as liaison from their respective agencies to the Committee. These include the staff from Highlands County, the Commission, the South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (USACE), and the U.S. Fish and Wildlife Service (USFWS) and other agencies. The specific staff attending and supporting Committee activities may vary depending on the technical nature of the support required.

Public / citizen members will include one representative each from the stakeholder groups identified in the attached table. These groups represent stakeholders for specific communities in the vicinity of Lake Istokpoga, have a vested interest in the lake, or participate in activities that would be affected by changes in management of the lake. Representatives will be nominated by their respective organizations, or through the Highlands County Board of County Commissioner's Policy On Board Appointments (Appendix B). All members must be approved by the Board of County Commissioners. Each public representative must be a resident of Highlands County and will be appointed for a 4 year term. Prior to the end of a stakeholder group's term, the Chair will advertise the upcoming vacancy as appropriate. Current members may reapply for their seats on the Committee. All appointments must be approved by the Board of County Commissioners Per board policy (appendix B) prior to the year in which the term begins. Terms will begin on the first day of the year indicated in the table of stakeholder group affiliations.

Consistent attendance at the meetings is a requirement for remaining a member of the Committee. The Commissioner's Policy on Board Appointments states in paragraph 10 "Each Department Head / staff liaison assigned to a committee is responsible for keeping the attendance records of the members." For any stakeholders group not represented by their primary or alternate at three consecutive meetings, the Chair of the Committee will send a letter to the stakeholder group and representatives asking them of their membership intentions. After four consecutive absences for a given stakeholders group, the primary and alternate representatives will be removed from the Committee and replacement members sought – See Appendix B for BCC attendance policy.

5. Roles and Responsibilities

Each individual member of the Committee has been nominated to represent a specific segment of the Lake Istokpoga community, as specified above. It is their responsibility to accurately reflect, to the degree possible, the opinions of their organizations in regard to the issues being discussed; they are also required to provide information and updates on Committee activities to their respective interest groups where appropriate. It is also their responsibility to respect the right of other members of the Committee to express their opinions. All members of the Committee are expected to behave in a civil manner in Committee discussions.

The Committee's role will be advisory to the Highlands County Board of County Commissioners, within the framework of the mission statement. The Committee is required under Florida statute 286.011 to operate under the scope of the Florida Government in the Sunshine law. All meetings of the Committee are publicly noticed, held in publicly accessible locations, and minutes are taken of the meetings. Additionally, communication between Committee members outside of publicly noticed meetings on matters that might be discussed by the Committee is a violation of the Florida Government in the Sunshine law.

Each stakeholder group represented will have one vote on Committee resolutions, recommendations or other actions; in the absence of the primary member, the alternate will be allowed to cast votes. The Committee is responsible for reporting its findings and recommendations to the Board of County Commissioners.

Quorum for this Committee is fifty percent plus 1 of the stakeholder groups identified in the table.

6. Membership

Each category listed in the attached table has been identified as having stakeholder interest in the management of Lake Istokpoga. The agencies represented all actively work on Lake Istokpoga. One current Commissioner on the Board of County Commissioners, as appointed by the chair, serves as liaison between the Committee and the Commissioners. The current membership on the committee is recorded by the Clerk of Courts. Members who that for whatever reason no longer fulfill the requirements of the membership category for which they serve will be asked to resign and a replacement will be solicited from the appropriate stakeholder groups. Committee may at their discretion recommend addition or deletion of stakeholder groups to the committee, subject to the approval of the BCC.

Table of stakeholder group affiliations.

Affiliation (year term begins)	Criteria for Membership
Public / Citizen	
Citizen, Lake Resident South (odd numbered years)	Citizen stakeholder residing in the greater Lake Placid area (map) including the area from Josephine Creek on the northwest to the S-68 structure – C41A canal on the southeast, excluding areas of special benefit districts that are represented by other stakeholder groups. Committee representative is preferably a Lake Istokpoga waterfront resident.
Citizen, Lake Resident North (even numbered years)	Citizen stakeholder residing in the greater Lorida area (map) including the area from Josephine Creek on the west to the C-41A canal at the S-68 structure, excluding areas of special benefit districts that are represented by other stakeholder groups. Committee representative is preferably a Lake Istokpoga waterfront resident.
Professional Environmental Community (odd numbered years)	Professional involved in the management of the environment of Istokpoga or the Istokpoga watershed not employed by an agency involved in management of Istokpoga or its natural resources
Professional fish camps and fishing guides (even numbered years)	Fish camp owner or professional fishing guide employed primarily on Lake Istokpoga
Professional Range Management, agriculture (odd numbered years)	Professional employed in or involved in or owner of agricultural operations in the vicinity of Lake Istokpoga or the Indian Prairie.
Highlands County Homeowners Association (even numbered)	Representative of the Highlands County Homeowners Association, nominated by the Association board or general membership as appropriate.

Affiliation (year term begins)	Criteria for Membership
years)	
Highlands County Lakes Association (odd numbered years)	Representative of the Highlands County Lakes Association, nominated by the association board or general membership as appropriate.
Friends of Istokpoga (even numbered years)	Representative of the Friends of Istokpoga Lake Association, nominated by the association board.
Istokpoga Marsh Watershed Improvement District (odd numbered years)	Resident or landowner in the Istokpoga Marsh Watershed Improvement District nominated by the advisory board of the District or the District Board of Supervisors as appropriate.
Spring Lake Improvement District (even numbered years)	Representative of the Spring Lake Improvement District, nominated by the district board or general membership as appropriate.
Agency, Liaison Representatives	
Highlands County Board of County Commissioners	Employee of Board of County Commissioners involved in management of Lake Istokpoga resources
Florida Fish and Wildlife Conservation Commission	Employee of Florida Fish and Wildlife Conservation Commission in involved in management of Lake Istokpoga resources
Florida Department of Environmental Protection	Employee of Florida Department of Environmental Protection in involved in management of Lake Istokpoga resources
South Florida Water Management District	Employee of South Florida Water Management District involved in management of Lake Istokpoga resources
U.S Army Corps of Engineers	Employee of U.S Army Corps of Engineers involved in management of Lake Istokpoga resources
U.S. Fish and Wildlife Service	Employee of U.S. Fish and Wildlife Service involved in management of Lake Istokpoga resources

Map of geographic areas represented that serve as a criteria for membership:

Lake Istokpoga Management Committee (LIMC) Membership Regions



Highlands County
Parks and Natural Resources
January 2013
M. McMillian

Notes:
1. The lines indicated by the map below are for illustrative purposes only, and do not intend to exclude or include any specific landowners, except by shoreline boundaries.
2. The membership regions intend to indicate in which region of LIMC membership a waterfront or canalfront landowner would be included.



0 4,700 9,400 18,800 Feet

Legend

LIMC_membership_regions

Name	
	North
	SLID
	South



2011 Aerial Photos

7. Authority

The Committee will provide information and function as advisor to the Board of County Commissioners. By extension and request, Committee recommendations may be forwarded to other agencies on issues of concern to the management of Istokpoga, at the discretion of the Board of County Commissioners. The Committee will provide a regular and on-going public forum for exchange of information, and discussion of issues related to the lake. It will also provide representatives of the public with the opportunity to provide formal comments on Lake Istokpoga management. See appendix A for additional details.

Appendix A

Fish Management Area Agreement Between
Florida Game and Freshwater Fish Commission
And
Highlands County Board of County Commissioners
For
Lake Istokpoga

This is an agreement, made and entered into by and between: Highlands County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and The Game and Fresh Water Fish Commission, an agency of the State of Florida, hereinafter referred to as COMMISSION.

WHEREAS, it is the purpose and intent of this AGREEMENT, the parties hereto, and the Florida Interlocal Cooperation Act of 1969, as amended, codified as Section 163.01, Florida Statutes, to permit COMMISSION and COUNTY to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to furnish the facilities provided for herein in a manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, to further efforts undertaken by COUNTY in connection with development and utilization of a COMMISSION designated Fish Management Area, hereinafter referred to as (FMA), and by COMMISSION to meet FMA needs, the parties hereto acknowledge and agree to cooperate with each other to the fullest extent reasonably necessary to accomplish the mutual desire of the parties that the FMA be successfully developed; and

WHEREAS, COMMISSION, and COUNTY have embarked on a cooperative venture regarding planned improvements for the development of a fisheries management program at Lake Istokpoga (Exhibit "A") to enhance fishing access and provide sustained, high-quality fishing opportunities; and

WHEREAS, COMMISSION and COUNTY intend by this Agreement to more fully establish the joint and several obligations, duties and responsibilities of COMMISSION and COUNTY to design, install, operate and maintain the FMA; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, COMMISSION and COUNTY hereby agrees as follows:

DUTIES OF THE COMMISSION

1. The COMMISSION agrees to cause or be responsible for causing the preparation of the FMA's plans and specifications. Input from COUNTY will be solicited by the COMMISSION during plan development. Upon completion of such plans and specifications, COMMISSION shall submit same to COUNTY for its review. After review and recommendations from COUNTY, COMMISSION shall proceed with and be responsible for causing the FMA to be designed, implemented and maintained in accordance with agreed to plans and specifications.

2. The COMMISSION agrees to timely commence or cause to be commenced the implementation and maintenance of the FMA upon execution of the Agreement by the parties. If for any reason COMMISSION fails to implement the FMA in a timely manner, COUNTY shall have the option at its discretion of extending the time for performance of the Agreement for a reasonable time, or terminating the Agreement. In the event of said termination, all obligations of COMMISSION and COUNTY, except paragraph 14 of this agreement, shall cease and the Agreement shall be void and of no further force and effect.

3. The COMMISSION has obligated to pay all costs, expenses and fees associated with the FMA as mutually agreed upon, such as listed below:

- a. Conduct routine fish population sampling and evaluations.
- b. Conduct routine surveys of anglers and lake users. Obtain public use and opinion data.
- c. Establish outreach programs; angler education, environmental protection, fishing clinics, and derbies.
- d. Conduct installation offish attracting devices.
- e. Develop special angling regulations to include in Title 39, Florida Wildlife Code.
- f. Conduct regular law enforcement patrols to enforce Title 39, Florida Wildlife Code, and Florida Statutes.
- g. Develop and install signage to inform the public of programs and regulations of the FMA.

Activities for the FMA by the COMMISSION may include but are not limited to the above mentioned list, so long as any additional, approved activities are within the stated purpose of the Agreement.

4. The COMMISSION agrees, subject to the continued availability of federal and annual legislative appropriations, to perform all structural maintenance to boat ramps identified as "R-51" and "R-52" (Exhibit "A") as may be necessary during the term of the agreement.

5. The COMMISSION agrees upon installation and final acceptance of the FMA by COUNTY, to maintain the FMA in good condition throughout the term of this Agreement.

6. The COMMISSION agrees to inspect the completed FMA for maintenance needs on an ongoing basis, or upon notification by COUNTY, as part of the COMMISSION'S regular

administration of the same.

DUTIES OF THE COUNTY:

7. The COUNTY agrees to participate in the development of the FMA plan, by providing input, review and approval of the plan; and modify the plan as needed in cooperation with the COMMISSION.

8. The COUNTY shall have the right to conduct reasonable inspections with respect to the installation and maintenance of the FMA as it deems reasonably necessary or desirable so long as COUNTY does not unreasonably delay, hinder, or interfere with the performance of the work specified in the FMA plan.

9. The COUNTY agrees to permit COMMISSION reasonable access to the FMA in order for COMMISSION to appropriately fulfill its maintenance obligations.

10. The COUNTY agrees to enforce all COUNTY ordinances, and otherwise act to allow public access and use of the FMA.

11. The COUNTY agrees to maintain county right-of-way access to boat ramps referred to as "R-51" and "R-52" (Exhibit "A"), and maintain parking areas on county property adjacent to the boat ramps. The COUNTY agrees to provide law enforcement patrol necessary to enforce COUNTY laws, mowing services, and refuse collection on said properties.

12. The COUNTY agrees not to construct any permanent recreational facilities at the "R-51" and "R-52" boat ramp sites such as restrooms, picnic tables, shelters, etc., without having first secured the agreement, in writing, of the COMMISSION.

13. The COUNTY Administrator and Ex-Officio Clerk of the Highlands County Board of County Commissioners is hereby authorized and directed after approval of this Agreement by Governing Body of the COMMISSION and COUNTY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with Clerk of the Circuit Court of Highlands County, Florida, for recording in the public records of Highlands County, Florida as required by Section 163.01(11), Florida Statutes.

14. The COUNTY agrees that if access improvements such as boat ramps and fishing piers funded through the Federal Sportfish Restoration, and mutually approved by the COMMISSION and COUNTY, are built, they shall be open to the general public for the normal life expectancy of such improvements which is twenty (20) years from date of completion of such improvements. If the COUNTY chooses to close such facilities to the public, the COUNTY agrees to either replace such facilities at an alternate site that is agreeable to the COMMISSION, or reimburse the COMMISSION for the unused portion of the 20 year life expectancy of the facility based on straight line depreciation at the rate of five percent of original cost per year.

15. The COUNTY agrees to incorporate mutually-agreeable signage referencing FMA specifications into COUNTY'S signs and public information materials.

MUTUAL AND ADDITIONAL COVENANTS:

16. The COMMISSION and COUNTY agree to assemble and participate in the Lake Istokpoga Management Committee. Both parties shall mutually-agree as to the inclusion of this committee and jointly invite representatives from local, regional, state, and federal agencies, civic and citizen groups, local business interests, fishing clubs, and other appropriate persons/organizations. The COUNTY will serve as chair of this committee and be responsible for record keeping, organization of meetings, arrange locations for meetings, and committee administration. This committee will address comprehensive lake management issues such as exotic plant management, watershed management, aquatic habitat enhancement, water level regulation, and lake restoration.

17. The COUNTY agrees to provide written notice to the COMMISSION thirty (30) days prior to taking action in regards to regulation of public access and/or use of the FMA. Such regulation includes but is not limited to, laws and ordinances relating to boat type restrictions, boat speed, hours of access to boat ramps "R-51" and "R-52", user fees, and activities (e.g. boat races, regattas, etc.) allowed within the FMA. The COMMISSION shall respond in writing within twenty (20) days of notice by the COUNTY and consent shall not be unreasonably denied.

18. The COMMISSION and COUNTY agree not to assign any right, interest or obligation hereunder without the written consent of the other party. Any attempt by COMMISSION or COUNTY to transfer by any means, any of the rights, duties or obligations of this Agreement without such consent is null and void.

19. The COMMISSION and COUNTY agree that both parties are to receive equal recognition in all local advertisements and public announcements concerning the FMA. The COMMISSION and COUNTY agree to display sponsor group(s) signage if necessary to denote their involvement in FMA operations. Sponsors include the COMMISSION, the COUNTY, and the United States Fish and Wildlife Service.

20. **Date:** This agreement shall become effective upon the date of execution of the parties hereto and shall remain in full force and effect until terminated as provided herein by either party.

21. **Termination:** Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in notice.

22. **Contract Administrator:** The CONTRACT ADMINISTRATOR for this agreement is Mr. Carl Cool or his designee for COUNTY and Mr. Tom Champeau, Regional Fisheries Administrator or his designee for COMMISSION. In the administration of this

Agreement, as contrasted with matter of policy, all parties may rely upon instructions or determinations made by the respective CONTRACT ADMINISTRATORS.

23. **Amendments:** This agreement may be amended, as dictated by future events, by written agreement between the CONTRACT ADMINISTRATORS.

24. **Relationship of Parties:** It is understood that an employer-employee relationship does not exist between the COMMISSION and the COUNTY, and each party will be responsible for providing Worker's Compensation insurance and withholding services for their own employees.

25. There is no conflict of interest or any other prohibited relationship between the COUNTY and the COMMISSION.

26. The COMMISSION and the COUNTY stipulate that neither of them has made any representations except such representations as are specifically contained within this Agreement and each party acknowledges reliance on its own judgment in entering into this Agreement. The COMMISSION and the COUNTY further acknowledge that any payments or any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this Agreement.

27. **Commitment of Funds:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

28. **Public Records:** The COMMISSION and the COUNTY individually reserve the right to unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the party in possession of such documents, papers, letters, or other material in conjunction with this Agreement.

29. **Notice:** Unless there is a change of address, any notice required by this contract shall be delivered to: Mr. Tom Champeau, Regional Fisheries Administrator, Florida Game and Fresh Water Fish Commission, 3900 Drane Field Road, Lakeland, Florida 33811 and to the COUNTY to the attention of Mr. Carl Cool, P.O. Box 1926, Sebring, Florida, 33871.

30. **Equal Employment Opportunity:** During the performance of this contract, the parties hereto will comply with all provisions of State Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and with the rules, regulations, and relevant order of the Secretary of Labor unless otherwise exempted by the Secretary of Labor pursuant to Section 204 of Executive Order 11246.



31. **Non-Discrimination:** The parties hereto covenants and agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this Agreement.

32. **Severability:** All provisions or paragraphs or clauses of this Agreement or contract are severable, and in the event any such provision or paragraph or clause shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be construed as if such invalid provision or paragraph or clause were never contained herein unless such construction would be unreasonable or lead to absurd results or defeat the intent or obvious purposes of this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this contract through their duly authorized signatories on the respective dates under each signature.

ATTEST:

HIGHLANDS COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


L. E. "Luke" Brooker, Clerk of Courts


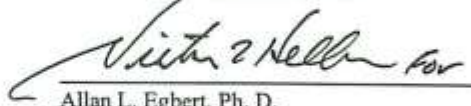
Ex-Officio Clerk of the
Board of County Commissioners
of Highlands County, Florida


Chairman

Date: 12/2/97


APPROVED: BOARD ATTORNEY
As to Form

FLORIDA GAME AND FRESH WATER FISH
COMMISSION




Allan L. Egbert, Ph. D.
Executive Director
Farris Bryant Building
620 South Meridian Street
Tallahassee, Florida 32399-1600

(CORPORATE SEAL)

Date: 10-22-97

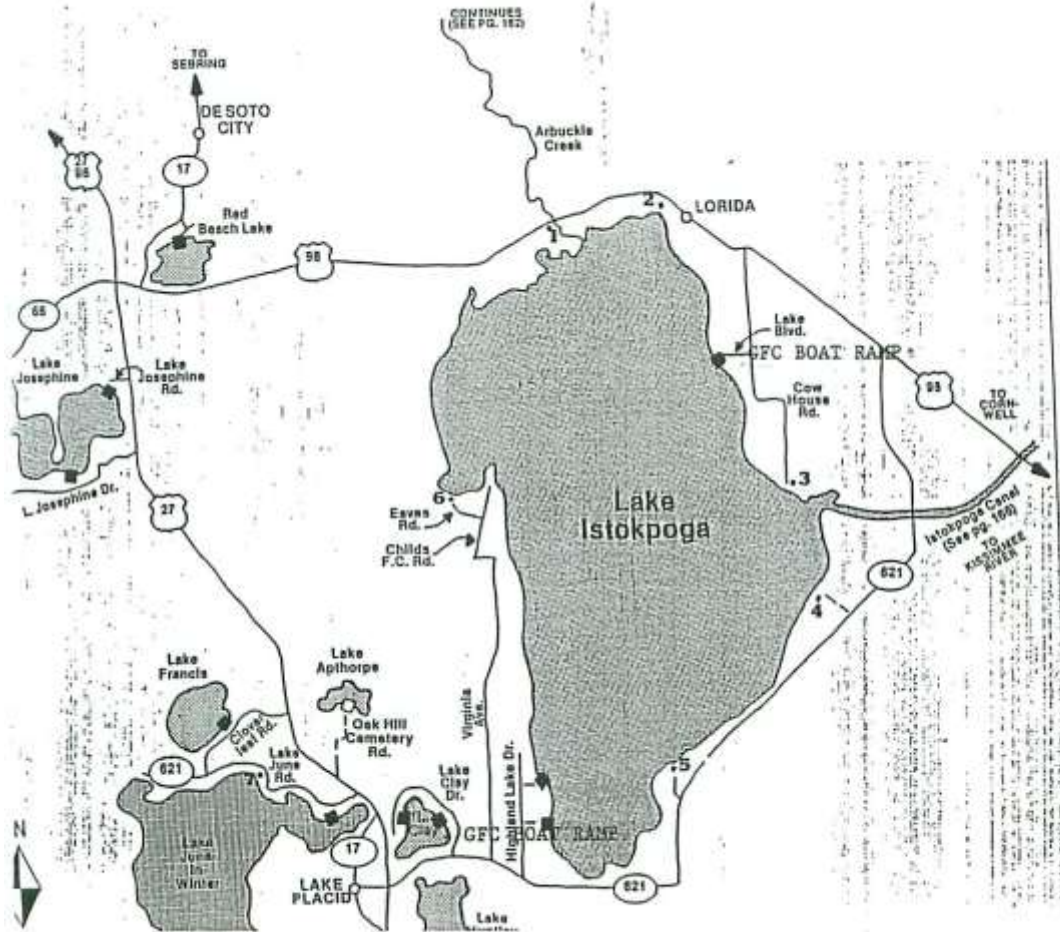
Approved as to form:


Attorney

TRC
LEG 8

EXHIBIT "A"

Lake Istokpoga
Highlands County, Florida
S25 T35S R30E



Appendix B

Policy On Board Appointments

The efficient operation of government is dependent upon the input of citizens on committees, boards and commissions (hereafter known as "committees"). Our Board of County Commissioners (hereafter known as "Board") structure allows us to receive input from citizens on how we can better serve our community. With that in mind, we strive to look for highly qualified individuals who represent a diverse cross-section of our community to serve as committee members.

This policy shall not apply in any respect to membership on boards where membership qualifications and terms are specifically set by State law and/or ordinance.

The Board hereby establishes the following guidelines:

1. When a committee or board includes appointed alternate members, attendance for such alternate members shall consist of an appearance at all duly noticed committee or board meetings.
2. Board members and alternate members shall inform department head/staff liaison as soon as possible before a meeting when he or she has a possible conflict of interest, which would restrict their participation in the board's meeting.
3. When a vacancy occurs, the alternate members shall be given priority consideration for appointment to a board (based on seniority), unless specific requirements for that vacancy (e.g., occupation or district) prohibits that consideration.
4. A member of the public may serve on no more than three (3) committees simultaneously provided only one of the boards shall have final decision making authority. All persons being considered for a committee position will be an elector of Highlands County.

The Board hereby establishes the following procedures:

1. Approximately two months before any vacancies occur, the Department Head/staff liaison assigned to the committee shall notify the Board of County Commissioners in writing of the upcoming vacancies. The vacancies shall be advertised to the public.
2. Persons may submit an application to the County Administrator's office for consideration on future appointments. The County Administrator shall keep a current file of all applicants and make such names available to the Board for their consideration. Applications will be kept in an active file for a period of two years.
3. All appointments to committees shall be made by the Board of County Commissioners. If a current committee member wishes to be reappointed, they will be asked to submit an application. When there are a sufficient number of volunteers, all qualified candidates' names will be submitted to the Board of County Commissioners for consideration.

michelle 6517

4. After the Board has appointed a member to a committee, the new member shall be notified in writing. The letter shall state the term of office for each appointed member.

5. The Department Head/staff liaison assigned to the committee will be responsible for obtaining the required oath of office and briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting any gifts.

6. The County Administrator or designee shall be responsible for the preparation of a new member package to acquaint each new member with standard operating procedures.

7. With each position that is determined to be an office, a completed "Dual Office Holding Questionnaire" shall be attached to the application to prevent possible appointment of someone to a "Dual Office" who already holds an office. ("Dual Office" as provided for in s.5(a), Art.II of the State Constitution)

8. The County Administrator's office shall be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members with the dates of term expirations.

9. The Department Head/staff liaison assigned to each committee shall be responsible for the professional input and analysis in addition to administrative functions of the committee, which includes:

- a) notices of meetings,
- b) minutes of meetings,
- c) agendas typing in accordance with directions from the chairman,
- d) gathering of materials and copying for the committee.

10. Each Department Head/staff liaison assigned to a committee is responsible for keeping the attendance records of the members. When a member's attendance drops below the 50% mark in a six-month period, or three absences in a row in a six-month period accrue without reasonable explanation, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intentions. Upon receipt of the member's response, the Department Head/ staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

11. Whenever a committee or board feels a need to make a recommendation or report to the Board of County Commissioners, the Department Head/staff liaison assigned to the committee will be responsible for scheduling the meeting on the Board's agenda and submitting the documents for the Board's consideration.

12. Changes in any policy or procedure by the Board of County Commissioners shall be submitted to all committee members by the Department Head/staff liaison assigned to the committee.

13. If a committee member finds a need to be removed from an appointed position, a written resignation is requested by the Board for documentation purposes

A. Assistant County Administrator: Request approval to amend the Policy on Board appointments.

June Fisher, Assistant County Administrator, presented the request. The Commission addressed their concerns. Commissioner Elwell suggested adding language to the policy that would specify that members could come back to serve a two-year term on a committee after a minimum of one (1) year of their term having ended on that committee.

Commissioner Stewart made a motion and Commissioner Handley seconded the motion, to move to approve amending the Policy on Board Appointments to include: a) term limits for committee members; b) require all committees to follow the procedures outlined for filling committee vacancies; and c) with the addition that a person, after they serve two (2) consecutive terms, must be off that committee for at least one (1) year before serving on that committee again.

Public Input was received from Susie Bishop, Ray Royce, and Jim Brooks.

FISH MANAGEMENT AREA AGREEMENT
Between
FLORIDA GAME AND FRESH WATER FISH COMMISSION
and
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
for
LAKE ISTOKPOGA

This is an agreement, made and entered into by and between: Highlands County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and The Game and Fresh Water Fish Commission, an agency of the State of Florida, hereinafter referred to as COMMISSION.

WHEREAS, it is the purpose and intent of this AGREEMENT, the parties hereto, and the Florida Interlocal Cooperation Act of 1969, as amended, codified as Section 163.01, Florida Statutes, to permit COMMISSION and COUNTY to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to furnish the facilities provided for herein in a manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, to further efforts undertaken by COUNTY in connection with development and utilization of a COMMISSION designated Fish Management Area, hereinafter referred to as (FMA), and by COMMISSION to meet FMA needs, the parties hereto acknowledge and agree to cooperate with each other to the fullest extent reasonably necessary to accomplish the mutual desire of the parties that the FMA be successfully developed; and

WHEREAS, COMMISSION, and COUNTY have embarked on a cooperative venture regarding planned improvements for the development of a fisheries management program at Lake Istokpoga (Exhibit "A") to enhance fishing access and provide sustained, high-quality fishing opportunities; and

WHEREAS, COMMISSION and COUNTY intend by this Agreement to more fully establish the joint and several obligations, duties and responsibilities of COMMISSION and COUNTY to design, install, operate and maintain the FMA; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, COMMISSION and COUNTY hereby agrees as follows:

DUTIES OF THE COMMISSION

1. The COMMISSION agrees to cause or be responsible for causing the preparation of the FMA's plans and specifications. Input from COUNTY will be solicited by the COMMISSION during plan development. Upon completion of such plans and specifications, COMMISSION shall submit same to COUNTY for its review. After review and recommendations from COUNTY, COMMISSION shall proceed with and be responsible for causing the FMA to be designed, implemented and maintained in accordance with agreed to plans and specifications.

2. The COMMISSION agrees to timely commence or cause to be commenced the implementation and maintenance of the FMA upon execution of the Agreement by the parties. If for any reason COMMISSION fails to implement the FMA in a timely manner, COUNTY shall have the option at its discretion of extending the time for performance of the Agreement for a reasonable time, or terminating the Agreement. In the event of said termination, all obligations of COMMISSION and COUNTY, except paragraph 14 of this agreement, shall cease and the Agreement shall be void and of no further force and effect.

3. The COMMISSION has obligated to pay all costs, expenses and fees associated with the FMA as mutually agreed upon, such as listed below:

- a. Conduct routine fish population sampling and evaluations.
- b. Conduct routine surveys of anglers and lake users. Obtain public use and opinion data.
- c. Establish outreach programs; angler education, environmental protection, fishing clinics, and derbies.
- d. Conduct installation of fish attracting devices.
- e. Develop special angling regulations to include in Title 39, Florida Wildlife Code.
- f. Conduct regular law enforcement patrols to enforce Title 39, Florida Wildlife Code, and Florida Statutes.
- g. Develop and install signage to inform the public of programs and regulations of the FMA.

Activities for the FMA by the COMMISSION may include but are not limited to the above mentioned list, so long as any additional, approved activities are within the stated purpose of the Agreement.

4. The COMMISSION agrees, subject to the continued availability of federal and annual legislative appropriations, to perform all structural maintenance to boat ramps identified as "R-51" and "R-52" (Exhibit "A") as may be necessary during the term of the agreement.

5. The COMMISSION agrees upon installation and final acceptance of the FMA by COUNTY, to maintain the FMA in good condition throughout the term of this Agreement.

6. The COMMISSION agrees to inspect the completed FMA for maintenance needs on an ongoing basis, or upon notification by COUNTY, as part of the COMMISSION'S regular administration of the same.

DUTIES OF THE COUNTY:

7. The COUNTY agrees to participate in the development of the FMA plan, by providing input, review and approval of the plan; and modify the plan as needed in cooperation with the COMMISSION.

8. The COUNTY shall have the right to conduct reasonable inspections with respect to the installation and maintenance of the FMA as it deems reasonably necessary or desirable so long as COUNTY does not unreasonably delay, hinder, or interfere with the performance of the work specified in the FMA plan.

9. The COUNTY agrees to permit COMMISSION reasonable access to the FMA in order for COMMISSION to appropriately fulfill its maintenance obligations.

10. The COUNTY agrees to enforce all COUNTY ordinances, and otherwise act to allow public access and use of the FMA.

11. The COUNTY agrees to maintain county right-of-way access to boat ramps referred to as "R-51" and "R-52" (Exhibit "A"), and maintain parking areas on county property adjacent to the boat ramps. The COUNTY agrees to provide law enforcement patrol necessary to enforce COUNTY laws, mowing services, and refuse collection on said properties.

12. The COUNTY agrees not to construct any permanent recreational facilities at the "R-51" and "R-52" boat ramp sites such as restrooms, picnic tables, shelters, etc., without having first secured the agreement, in writing, of the COMMISSION.

13. The COUNTY Administrator and Ex-Officio Clerk of the Highlands County Board of County Commissioners is hereby authorized and directed after approval of this Agreement by Governing Body of the COMMISSION and COUNTY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with Clerk of the Circuit Court of Highlands County, Florida, for recording in the public records of Highlands County, Florida as required by Section 163.01(11), Florida Statutes.

14. The COUNTY agrees that if access improvements such as boat ramps and fishing piers funded through the Federal Sportfish Restoration, and mutually approved by the COMMISSION and COUNTY, are built, they shall be open to the general public for the normal life expectancy of such improvements which is twenty (20) years from date of completion of such improvements. If the COUNTY chooses to close such facilities to the public, the COUNTY agrees to either replace such facilities at an alternate site that is agreeable to the COMMISSION, or reimburse the COMMISSION for the unused portion of the 20 year life expectancy of the facility based on straight line depreciation at the rate of five percent of original cost per year.

15. The COUNTY agrees to incorporate mutually-agreeable signage referencing FMA specifications into COUNTY'S signs and public information materials.

MUTUAL AND ADDITIONAL COVENANTS:

16. The COMMISSION and COUNTY agree to assemble and participate in the Lake Istokpoga Management Committee. Both parties shall mutually-agree as to the inclusion of this committee and jointly invite representatives from local, regional, state, and federal agencies, civic and citizen groups, local business interests, fishing clubs, and other appropriate persons/organizations. The COUNTY will serve as chair of this committee and be responsible for record keeping, organization of meetings, arrange locations for meetings, and committee administration. This committee will address comprehensive lake management issues such as exotic plant management, watershed management, aquatic habitat enhancement, water level regulation, and lake restoration.

17. The COUNTY agrees to provide written notice to the COMMISSION thirty (30) days prior to taking action in regards to regulation of public access and/or use of the FMA. Such regulation includes but is not limited to, laws and ordinances relating to boat type restrictions, boat speed, hours of access to boat ramps "R-51" and "R-52", user fees, and activities (e.g. boat races, regattas, etc.) allowed within the FMA. The COMMISSION shall respond in writing within twenty (20) days of notice by the COUNTY and consent shall not be unreasonably denied.

18. The COMMISSION and COUNTY agree not to assign any right, interest or obligation hereunder without the written consent of the other party. Any attempt by COMMISSION or COUNTY to transfer by any means, any of the rights, duties or obligations of this Agreement without such consent is null and void.

19. The COMMISSION and COUNTY agree that both parties are to receive equal recognition in all local advertisements and public announcements concerning the FMA. The COMMISSION and COUNTY agree to display sponsor group(s) signage if necessary to denote

their involvement in FMA operations. Sponsors include the COMMISSION, the COUNTY, and the United States Fish and Wildlife Service.

20. **Date:** This agreement shall become effective upon the date of execution of the parties hereto and shall remain in full force and effect until terminated as provided herein by either party.

21. **Termination:** Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in the notice.

22. **Contract Administrator:** The CONTRACT ADMINISTRATOR for this Agreement is Mr. Carl Cool or his designee for COUNTY and Mr. Tom Champeau, Regional Fisheries Administrator or his designee for COMMISSION. In the administration of this Agreement, as contrasted with matter of policy, all parties may rely upon instructions or determinations made by the respective CONTRACT ADMINISTRATORS.

23. **Amendments:** This agreement may be amended, as dictated by future events, by written agreement between the CONTRACT ADMINISTRATORS.

24. **Relationship of Parties:** It is understood that an employer-employee relationship does not exist between the COMMISSION and the COUNTY, and each party will be responsible for providing Worker's Compensation insurance and withholding services for their own employees.

25. There is no conflict of interest or any other prohibited relationship between the COUNTY and the COMMISSION.

26. The COMMISSION and the COUNTY stipulate that neither of them has made any representations except such representations as are specifically contained within this Agreement and each party acknowledges reliance on its own judgement in entering into this Agreement. The COMMISSION and the COUNTY further acknowledge that any payments or any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this Agreement.

27. **Commitment of Funds:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

28. **Public Records:** The COMMISSION and COUNTY individually reserve the right to unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida

Statutes, and made or received by the party in possession of such documents, papers, letters, or other material in conjunction with this Agreement.

29. **Notice:** Unless there is a change of address, any notice required by this contract shall be delivered to: Mr. Tom Champeau, Regional Fisheries Administrator, Florida Game and Fresh Water Fish Commission, 3900 Drane Field Road, Lakeland, Florida, 33811 and to the COUNTY to the attention of Mr. Carl Cool, P.O. Box 1926, Sebring, Florida, 33871.

30. **Equal Employment Opportunity:** During the performance of this contract, the parties hereto will comply with all provisions of State Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and with the rules, regulations, and relevant order of the Secretary of Labor unless otherwise exempted by the Secretary of Labor pursuant to Section 204 of Executive Order 11246.

31. **Non-Discrimination:** The parties hereto covenants and agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this Agreement.

32. **Severability:** All provisions or paragraphs or clauses of this Agreement or contract are severable, and in the event any such provision or paragraph or clause shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be construed as if such invalid provision or paragraph or clause were never contained herein unless such construction would be unreasonable or lead to absurd results or defeat the intent or obvious purposes of this Agreement.

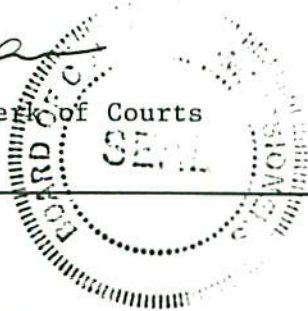
IN WITNESS HEREOF, the parties hereto have executed this contract through their duly authorized signatories on the respective dates under each signature.

ATTEST:

HIGHLANDS COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

[Handwritten signature]

L. E. "Luke" Brooker, Clerk of Courts



Ex-Officio Clerk of the
Board of County Commissioners
of Highlands County, Florida

[Handwritten signature], Chairman

Date: 12/2/97

[Handwritten signature]

APPROVED: BOARD ATTORNEY
As to Form

FLORIDA GAME AND FRESH WATER FISH
COMMISSION

[Handwritten signature]

Allan L. Egbert, Ph. D.
Executive Director
Farris Bryant Building
620 South Meridian Street
Tallahassee, Florida 32399-1600

(CORPORATE SEAL)

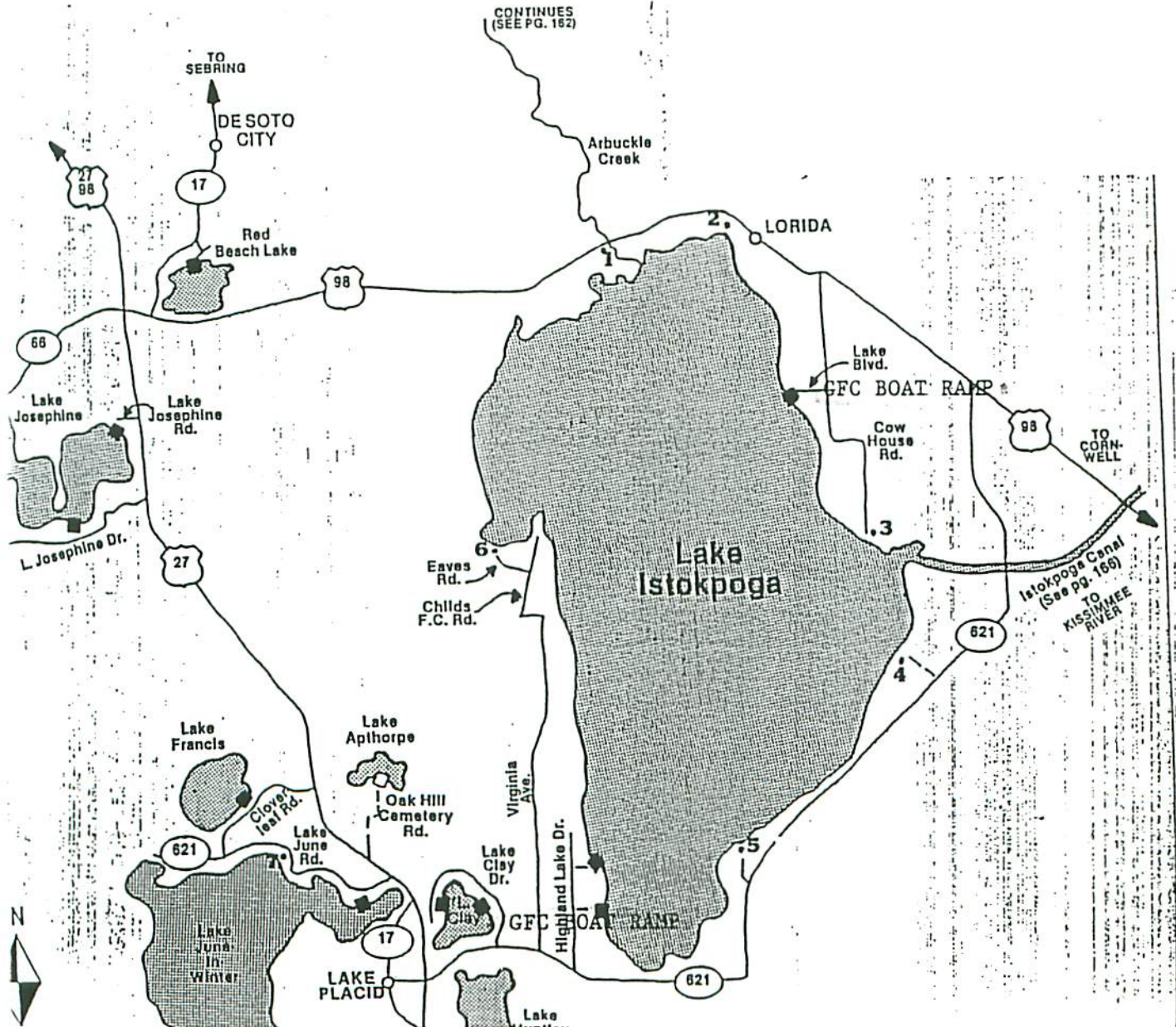
Date: 10-22-97

Approved as to form:

[Handwritten signature]
Attorney

EXHIBIT "A"

Lake Istokpoga
Highlands County, Florida
S25 T35S R30E





RESOLUTION NO. 11-12- 062

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, SETTING FORTH PROTOCOLS FOR THE COMPOSITION, NOMINATION, APPOINTMENT, ROTATION, ELECTION, MEETINGS, MISSION, AND AUTHORITIES OF THE NATURAL RESOURCES ADVISORY COMMISSION.

WHEREAS, the Highlands County Board of County Commissioners (hereinafter referred to as the BOCC) established the Natural Resources Advisory Commission (hereinafter referred to as "NRAC") on February 5, 1991; and

WHEREAS, NRAC is established in the Highlands County Comprehensive Plan (hereinafter referred to as the "Plan") Natural Resources Element Policy 3.18; and

WHEREAS, under Natural Resources Element Policy 3.18 the BOCC shall set forth by Resolution protocols for the composition, nomination, appointment, rotation, election, meetings, mission and authorities of NRAC.

NOW, THEREFORE, BE IT RESOLVED by the BOCC that:

SECTION ONE: COMPOSITION OF NRAC: NRAC shall be comprised of eleven voting members who are full time residents in Highlands County and who are appointed by the BOCC. Appointment to and voting status on NRAC shall be according to the following categories of representation:

- A. Environmental Representatives – Three voting members representing occupations or sufficient educational credentials related to environmental professions which may include but are not limited to environmental sciences, environmental consultancy, natural area land management, environmental research or education, and environmental conservation/protection organizations or agencies;
- B. Agricultural Representatives – Three voting members representing agricultural occupations, or sufficient educational credentials related thereto, which may include but are not limited to commercial farm, forestry, or fishery activities, agri-business, agri-sciences, or agricultural research or education.
- C. Professional Representatives – Three voting members representing occupations or sufficient educational credentials, particularly specializations within professions that have a bearing on regional natural resource issues, which may include but are not limited to banking and finance, land planning and surveying, law, engineering, education, surveying, development and real estate, as well as those with professional experience of relevant subjects such as geology, hydrology, or geography.
- D. At-Large Representative - Two voting members who are knowledgeable about natural resources in Highlands County. At Large Representatives to hold two year terms to provide expertise on specific natural resource issues.

SECTION TWO: NOMINATION

- A. Three months prior to expiration of a term on NRAC, the vacancy shall be advertised on the County website. Resumes and applications received shall be evaluated by NRAC for nomination with recommendation to the BOCC thirty days prior to term expiration dates.
- B. In the event an NRAC member resigns or is unable to serve the remainder of his/her term, a replacement will be recommended by NRAC to the BOCC.

SECTION THREE: APPOINTMENT, TERM AND ROTATION

- A.
 - 1. Representatives from the Environmental, Agricultural and Professional slots shall be appointed to terms which expire as indicated below. Subsequent to, but not inclusive of, those terms indicated below all NRAC members shall be limited to two consecutive 4 year terms.
 - 1 Environmental Representative: Term expires on September 30, 2012 and every fourth year thereafter.
 - 1 Agricultural Representative: Term expires on September 30, 2012 and every fourth year thereafter.
 - 1 Professional Representative: Term expires on September 30, 2012 and every fourth year thereafter.
 - 1 Environmental Representative: Term expires on September 30, 2013 and every fourth year thereafter.
 - 1 Agricultural Representative: Term expires on September 30, 2013 and every fourth year thereafter.
 - 1 Professional Representative: Term expires on September 30, 2013 and every fourth year thereafter.
 - 1 Environmental Representative: Term expires on September 30, 2014 and every fourth year thereafter.
 - 1 Agricultural Representative: Term expires on September 30, 2014 and every fourth year thereafter.
 - 1 Professional Representative: Term expires on September 30, 2014 and every fourth year thereafter.
 - 2. Representatives from the At-Large slots shall be appointed to terms which expire as indicated below. Subsequent to, but not inclusive of, those terms indicated below all At-Large NRAC members shall be limited to four – 2 year terms.
 - 1 At Large Representative: Term expires on September 30, 2012 and every second year thereafter.
 - 1 At Large Representative: Term expires on September 30, 2013 and every second year thereafter.
- B. After appointment by the BOCC, the County Administrator's office will inform the candidate of his or her appointment and duties as a voting representative of NRAC prior to that representative being seated at the next NRAC meeting.

SECTION FOUR: ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

- A. There shall be a Chairman and a Vice-Chairman on NRAC. The Vice-Chairman will lead the meeting in the absence of the Chairman. The Chairman and Vice-Chairman will serve a 2-year term in office. No NRAC representative may simultaneously serve in the capacity as both Chairman and Vice-Chairman. A Chairman or Vice-Chairman elect will be seated at the next NRAC meeting after election. The election shall be during the January meeting. A chairperson shall serve no more than 2 consecutive terms.

- B. After a quorum has been established for the record, a majority vote of NRAC members in attendance shall be necessary to seat a Chairman and/or a Vice-Chairman.

SECTION FIVE: MEETINGS, NOTICES, QUORUMS, AND VOTING PROTOCOLS

- A. NRAC should meet at 4:00 p.m. on the last Wednesday of each month. Changes to that prescribed schedule shall be advertised pursuant to County requirements.
- B. NRAC meeting notices shall be posted on the Public Bulletin Board at the County Administration Building. Agendas and agenda materials shall be available at the County Natural Resources department.
- C. A quorum of NRAC is required for a vote on any action item on the agenda. A quorum shall constitute the presence of a majority of the current membership of NRAC.
- D. NRAC meetings shall be conducted in accordance with Robert's Rules of Order
- E. No action shall be taken on any item that is not set on the NRAC agenda.

SECTION SIX: NRAC MISSION AND VISION

- A. NRAC's MISSION STATEMENT: NRAC's Mission shall be to provide advice and guidance to County staff and the BOCC regarding the conservation of natural resources in Highlands County. Natural resources include but are not limited to: soil and minerals, air, surface water, groundwater, natural communities and species endemic to those communities.
- B. NRAC's Vision:
- Long term conservation of the plant and animal species, natural communities and rural landscapes of Highlands County.
 - Sustain and improve the integrity of the green infrastructure of Highlands County.
 - Optimize a balance between economic needs and conservation goals.

SECTION SEVEN: NRAC FUNCTIONS

- A. Make Recommendations to the BOCC regarding:
1. Conservation planning in Highlands County, including, but not limited to priorities for land acquisition, conservation easements, design of conservation corridors, sustainability programs, watershed planning, and natural resource planning; and
 2. County policies and programs related to natural resources, including but not limited to: Land Development Regulations, the Comprehensive Plan, and Environmental Clearance Reports; and
 3. Use of the Conservation Trust Fund; and
- B. Participation in:
1. Identification and monitoring of potential impacts to the natural resources of Highlands County; and
 2. Educational programs focused on natural resources and their protection in Highlands County; and
 3. Partnerships among Highlands County and other local, state, federal and non-governmental organizations.

SECTION SEVEN: EFFECTIVE DATE: This resolution shall be effective upon adoption.

PASSED AND ADOPTED this 17th day of April, 2012.



**BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA,
A political subdivision of the State of Florida**

By: Jack L. Richie
Jack L. Richie, Chairman

ATTEST:

By: Robert W. Germaine
Robert W. Germaine, Clerk of Courts