

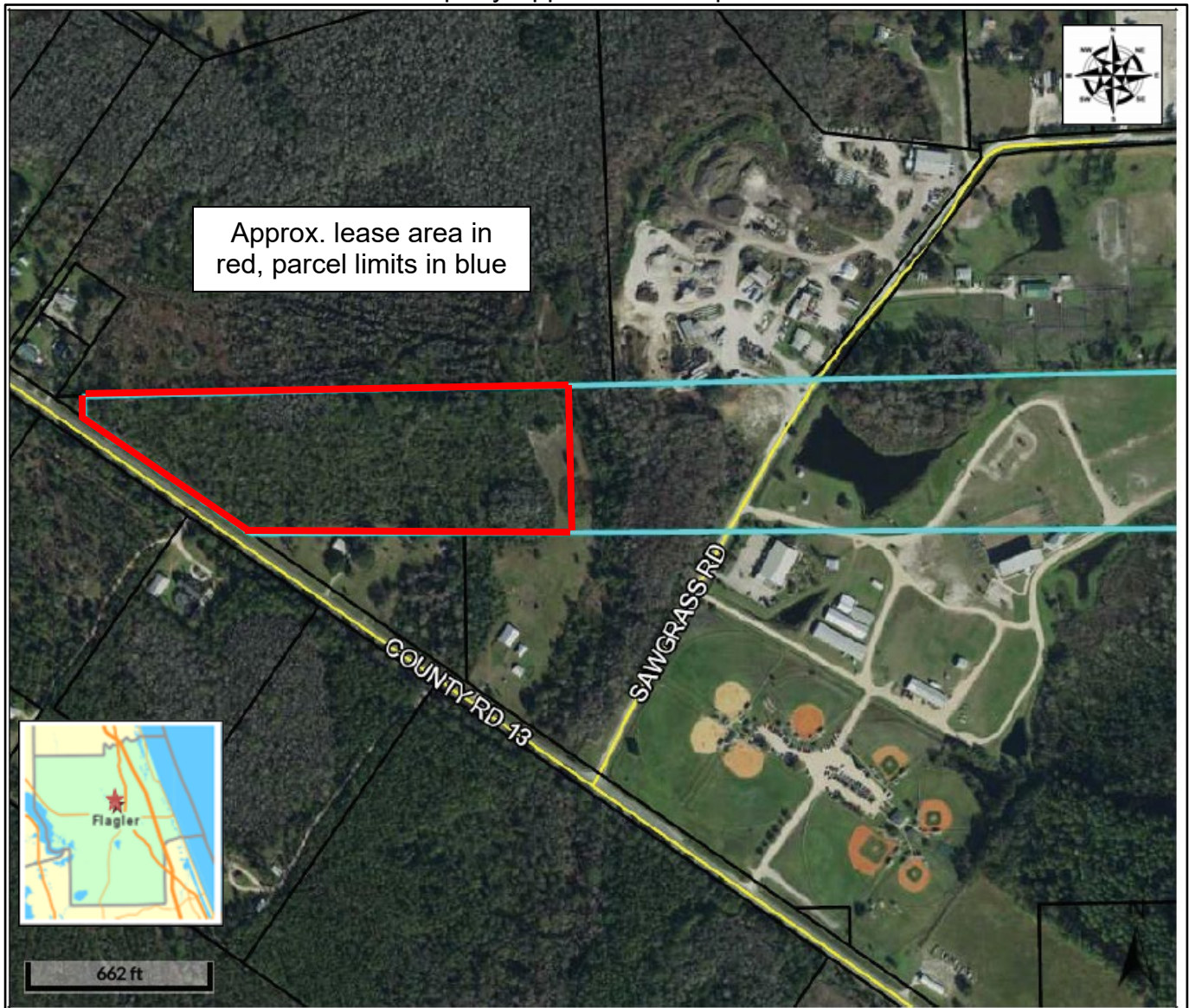
**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING/AGENDA ITEM #9b**

SUBJECT: QUASI-JUDICIAL – Application #3278 – Semi-Public Use in the AC (Agriculture) District for Equine Recreation and Therapy Facility d/b/a Whispering Meadows Ranch at 1040 County Road 13 and Public Private Partnership Use Agreement. Parcel Number 04-12-30-5550-00060-0000; 44+/- acres. Owner: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and leased to Flagler County/Agent: Dennis Bayer, Esquire.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: This request is quasi-judicial in nature (not legislative) and does require disclosure of ex parte communication. This request is for approval of a Semi-Public Use within the AC (Agriculture) zoning district. The property is located at 1040 County Road 13 and is 44+/- acres in size:

Property Appraiser aerial photo



This application is an adjunct and successor to Application #3239 for the Whispering Meadows Ranch at 5011 John Anderson Highway. Following the Planning and Development Board's April 13, 2021 review and recommendation for approval of the Semi-Public Use subject to conditions, the Board of County Commissioners tabled the Semi-Public Use public hearing for Application #3239 several times, eventually leading to approval at its July 12, 2021 regular meeting of a Memorandum of Agreement with the Ranch to pursue providing an area at the Flagler County Fairgrounds for operation of the Ranch and its equine therapy programs. Use of a part of the Fairgrounds site requires several prerequisite steps to be completed, including approval of a Semi-Public Use. The Memorandum recognizes a public-private partnership, with obligations both separately and jointly, for the Ranch and the County to complete. While work on these items continues, it is now an appropriate time to advance the Semi-Public Use for consideration and recommendation by the Planning and Development Board for ultimate review and decision by the Board of County Commissioners.

Whispering Meadows Ranch is a non-profit 501(c)3 equine therapy program for children, the disabled, and veterans. Relocating the Ranch from its John Anderson location will ensure the long-term operation of the Ranch at a site that presently is unused, but through its lease to the County from the State, is intended for development as public uses consistent with and subject to the State's approval as the landowner. The Semi-Public Use application and review is not a variance from the County's requirements or a rezoning of the land: the Semi-Public Use is a unique characteristic of the County's Land Development Code (LDC) reserved to non-profit and not-for-profit operations.

A conceptual site plan (attached) was provided to the State as part of their review. The applicant acknowledges that a subsequent application to amend this Semi-Public Use will be needed to add additional uses, subject to Board approval; however, additional buildings supporting the use may be added without additional review provided that the overall development remains consistent with the County's lease with the State, and the County's sublease with the Ranch.

In addition to the Semi-Public Use request, the Public Private Partnership Use Agreement between the County and the Ranch also requires approval by the Board of County Commissioners. Through the Agreement, the County will lease the site to the Ranch to conduct appointment based equine therapy sessions. The initial term of the lease is thirty years with two ten-year renewal options. The Agreement acknowledges the lack of sufficient equine therapy facilities presently within the county and requires the Ranch to provide these services while maintaining its non-profit status. Use of the site under the Agreement is contingent upon approval of the landowner, the State of Florida, Board of Trustees of the Internal Improvement Trust Fund.

Planning and Development Board review authority: Section 3.06.05.E.2, LDC, requires that the Planning and Development Board – following a determination that sufficient factual data was presented in order to render a decision – recommend to the Board of County Commissioners to either approve the request as submitted, approve the request with conditions, or disapprove the request.

The Planning and Development Board reviewed this request at its January 11, 2022 regular meeting. After hearing the testimony and reviewing the evidence, the Planning Board recommended approval of the request subject to the conditions provided in this report. As a separate part of the request, the Board additionally requested that staff provide periodic updates to the Board of County Commissioners on the progress of the Ranch and the County in the development and operation of the County Road 13 site.

BCC review authority: Section 3.06.05.E.3, LDC, tracks similarly to the Planning and Development Board's direction, and requires that the Board of County Commissioners review and approve, approve with conditions, or disapprove Semi-Public uses following consideration of the Planning and Development Board's recommendations and the factual data presented during the public hearing in support of – or in opposition to – the request.

This agenda item is:

quasi-judicial, requiring disclosure of ex-parte communication; or
 legislative, not requiring formal disclosure of ex-parte communication.

Public Notice: Public notice has been provided consistent with LDC Section 2.07.00.

RECOMMENDATION: Request that the Board of County Commissioners approve the Public Private Partnership Use Agreement and, after finding that sufficient factual data has been presented to render a decision, approves the Semi-Public Use for Whispering Meadows Ranch at 1040 County Road 13, subject to the following conditions:

- a. the Semi-Public Use approval shall run with the land;
- b. development shall occur in substantial compliance with the site plan attached hereto and made a part of this record, with the allowance that additional buildings supporting the use may be added without additional review provided that the overall development remains consistent with the County's lease with the State, and the County's sublease with the Ranch;
- c. a single monument sign identifying the location of the Ranch may be permitted adjoining County Road 13, provided that the sign may not exceed thirty-two (32) square feet in area and six (6) feet in height;
- d. a subsequent application to amend this Semi-Public Use will be needed for any new uses proposed for this parcel;
- e. the non-profit organization Internal Revenue Service registration, along with any State of Florida nonprofit registration and the County's business tax receipt, must be maintained in perpetuity for the duration of the use on this parcel;
- f. all conditions of any lease shall be maintained for the duration of the lease;
- g. hours of operation shall be limited to sunrise to sunset, except for special events;
- h. no on-street parking (along or within the County Road 13 right-of-way) is permitted; and
- i. no more than four (4) fundraising or community-outreach events may be conducted on the site each calendar-year, subject to the County's special event permitting process but waiving any application or review fee.

ATTACHMENTS:

1. Technical Staff Report (TSR)
2. Conceptual Site Plan
3. Public Private Partnership Use Agreement
4. Public notice
5. Planning and Development Board January 11, 2022 meeting minutes (in part)
6. Public comment

**APPLICATION #3278
SEMI-PUBLIC USE REQUEST FOR WHISPERING MEADOWS RANCH
1040 COUNTY ROAD 13
TECHNICAL STAFF REPORT**

Application #: 3278

Address: 1040 County Road 13

Owner: Trustees of the Internal Improvement Trust Fund (State of Florida), leased to Flagler County

Agent: Dennis K. Bayer, Esquire, on behalf of Whispering Meadows Ranch

Parcel #: 04-12-30-5550-00060-0000

Parcel Size: 44+/- acres (approximately 15 acres of use area for the Ranch)

Legal Description:

Part of Blocks 6, 7, and 8 of Section 4, Township 12 South, Range 30 East of St. Johns Development Company subdivision, according to the plat thereof as recorded in Plat Book 1, Page 7, Public Records of Flagler County, Florida.

Existing Zoning and Land Use Classification:

Zoning: AC (Agriculture) District

Land Use: A&T (Agriculture & Timberlands) and CN (Conservation)

Future Land Use Map Classification/Zoning of Surrounding Land:

North: A&T (Agriculture & Timberlands) and CN (Conservation)/ AC (Agriculture) District

East: A&T (Agriculture & Timberlands) and CN (Conservation)/ AC (Agriculture) District

South: County Road 13 and City of Bunnell – County A&T (Agriculture & Timberlands) and County CN (Conservation)/ County AC (Agriculture) District

West: A&T (Agriculture & Timberlands) and CN (Conservation)/ AC (Agriculture) District

Land Development Code Sections Affected: Land Development Code (LDC) Section 3.06.05, *Public, semi-public and special uses.*

Summary of Request: Following extensive discussion about the John Anderson Highway location, the County – in an effort to provide an area where the Ranch can be assured of long-term viability – has proposed that the Ranch relocate to a site at the Flagler County Fairgrounds. The area proposed for the Ranch is the westernmost extent of the Fairgrounds site, accessible from County Road 13. Presently, the area is undeveloped, and consists of pine forest. If the Semi-Public Use is ultimately approved, then other steps would be needed including, but not limited to, approval of a lease between the County and the Ranch. As proposed, the use will be

limited to a 15+/- acre portion of the subject parcel, with its structures located away from the North and South parcel lines so as not to adversely impact these neighbors.

Staff Analysis: Land Development Code (LDC) Section 3.06.05(B) provides that public and semi-public uses may be permitted as follows:

Standard: Any public or semipublic use may be permitted in any land use district provided that the request for such use is officially made to the Planning and Development Board.

Analysis: This is being forwarded as a semi-public use request at the Fairgrounds due to the public-private partnership between the County and the Ranch, as memorialized through the Memorandum describing the partnership as approved by the Board on July 12, 2021.

Standard: The Planning and Development Board shall determine whether or not such requested use is consistent with the adopted comprehensive plan and whether the use is necessary or desirable to support projected community needs.

Analysis: The adopted comprehensive plan is silent to semi-public uses. Staff has reviewed the development and use by an equine therapy program on this agriculturally-zoned parcel with the applicant and their agent. The semi-public use approval does not change the underlying zoning or Future Land Use designations. Due to the reliance on horses for the Ranch's operations, compatibility with the Agriculture zoning district is achieved.

Standard: Public or semi-public uses and structures may be located in any land use district upon recommendation of the Planning and Development Board, based in part on the submittal of a site plan showing site alterations, improvements to be made, and proposed buffers and conceptual landscaping plans.

Analysis: The conceptual site plan demonstrates the ability to comply with the minimum requirements of the Agriculture district.

Standard: The permitted location of public or semi-public uses or structures shall be such as not to be injurious to the health, safety and welfare of the public and shall protect the existing character of the surrounding properties or neighborhoods.

Analysis: The surrounding properties are developed as low-density rural homesteads. So long as the Ranch operations are limited to the site, the operations will not be injurious to the health, safety and welfare of the public.

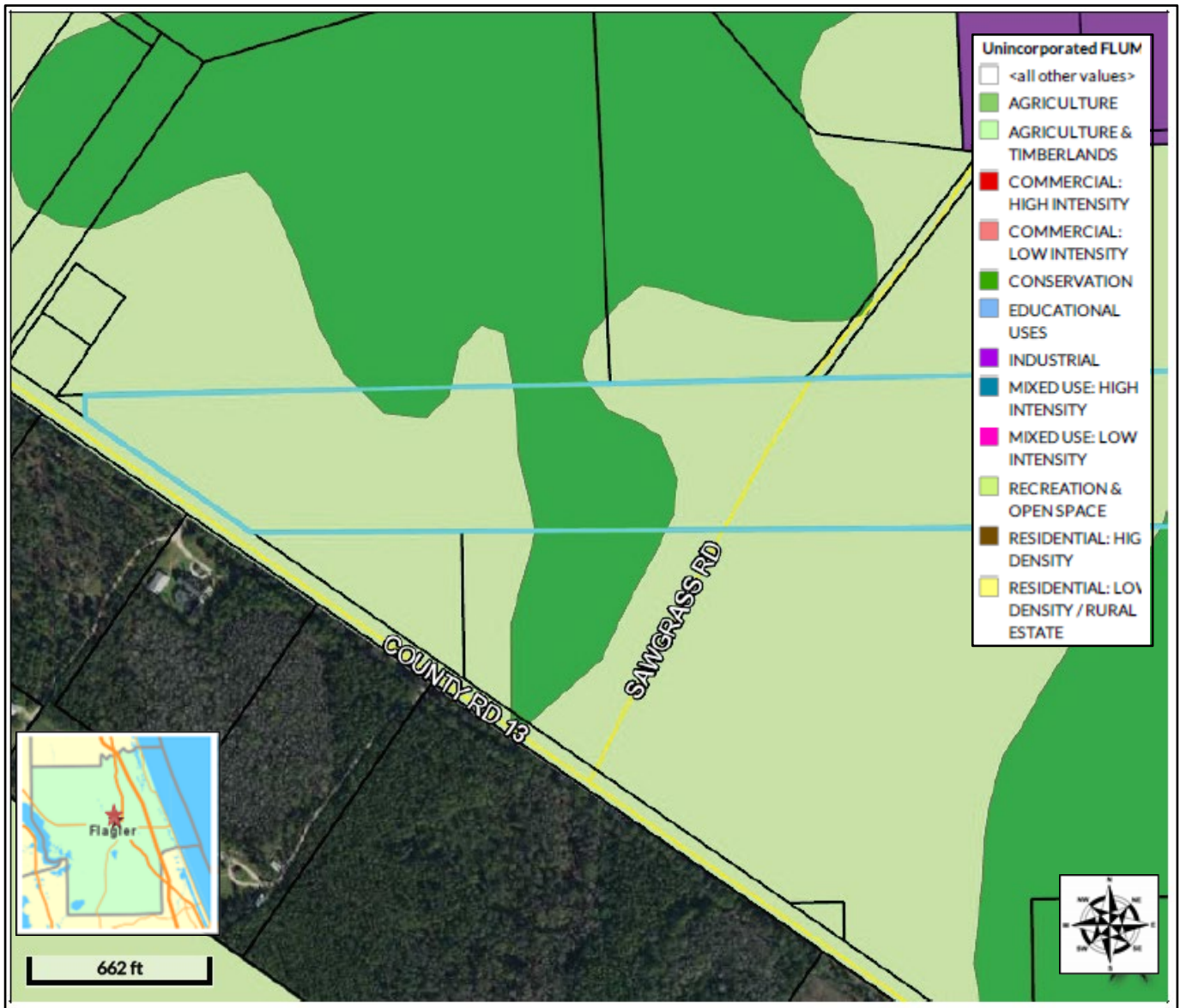
Standard: The Planning and Development Board shall consider the impact of the proposed use on land development patterns, on important natural resources, and, where applicable, the cost effectiveness of service delivery.

Analysis: Use of the subject site as a non-profit equine therapy program should not impact land development patterns, natural resources, or the cost effectiveness of service delivery.

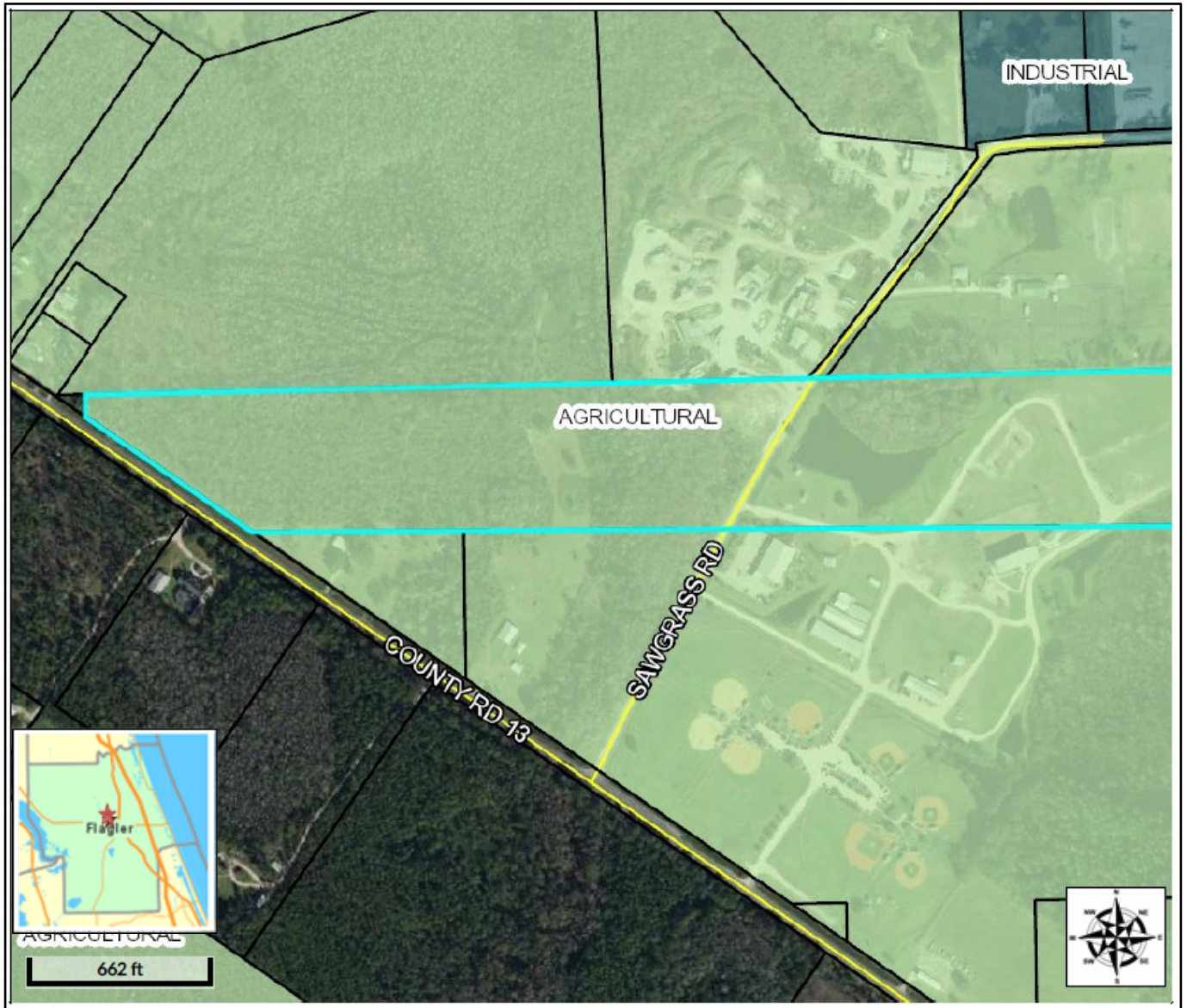
Standard: The Planning and Development Board also shall determine whether the proposed use will impose any substantial detrimental effects on the living or working conditions in the neighborhood.

Analysis: The use of this site as a non-profit will augment the already existing public uses in the area. With the proposed conditions in place, the non-profit will not impose any negative effects on the neighborhood or surrounding parcels.

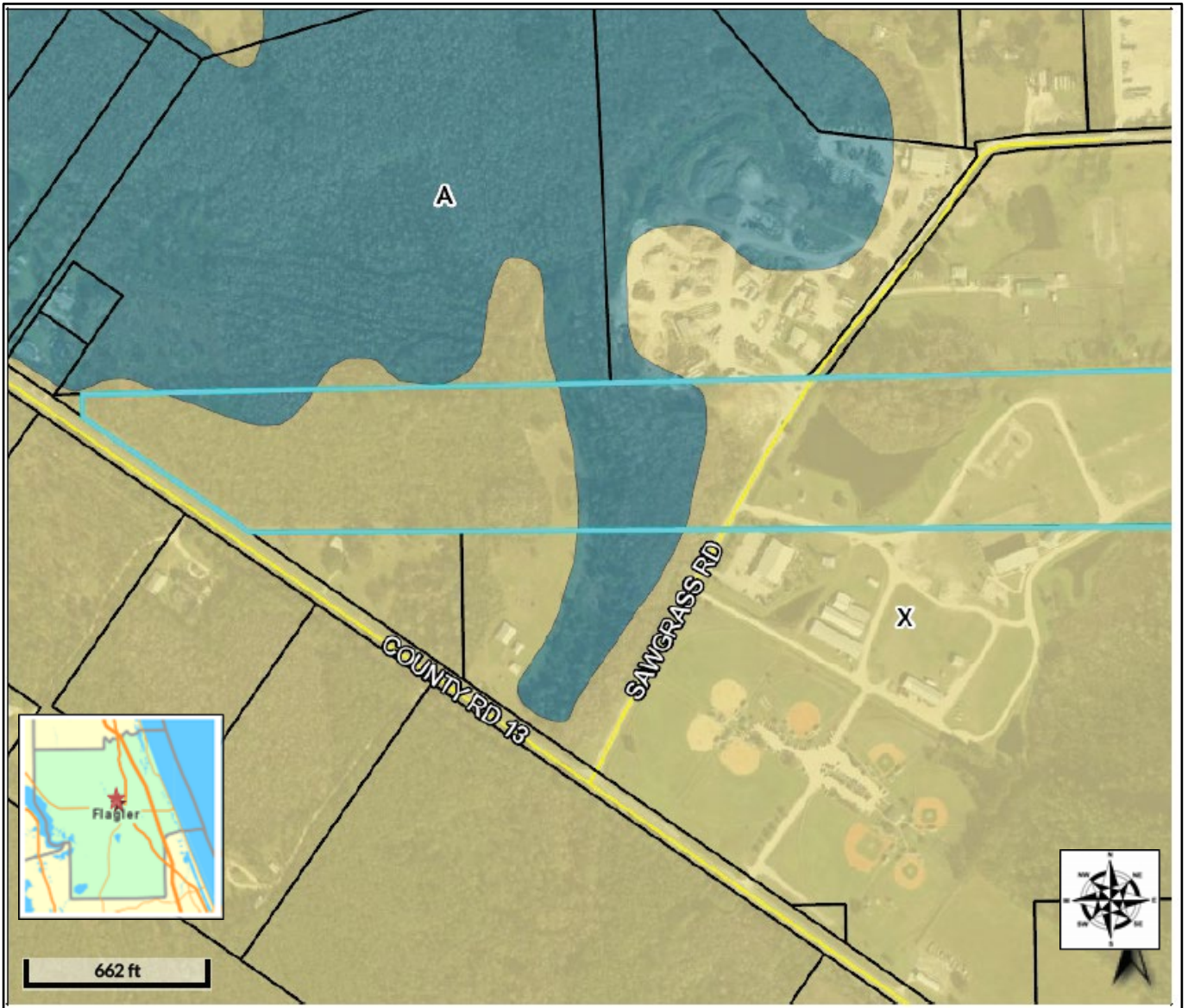
Future Land Use Map



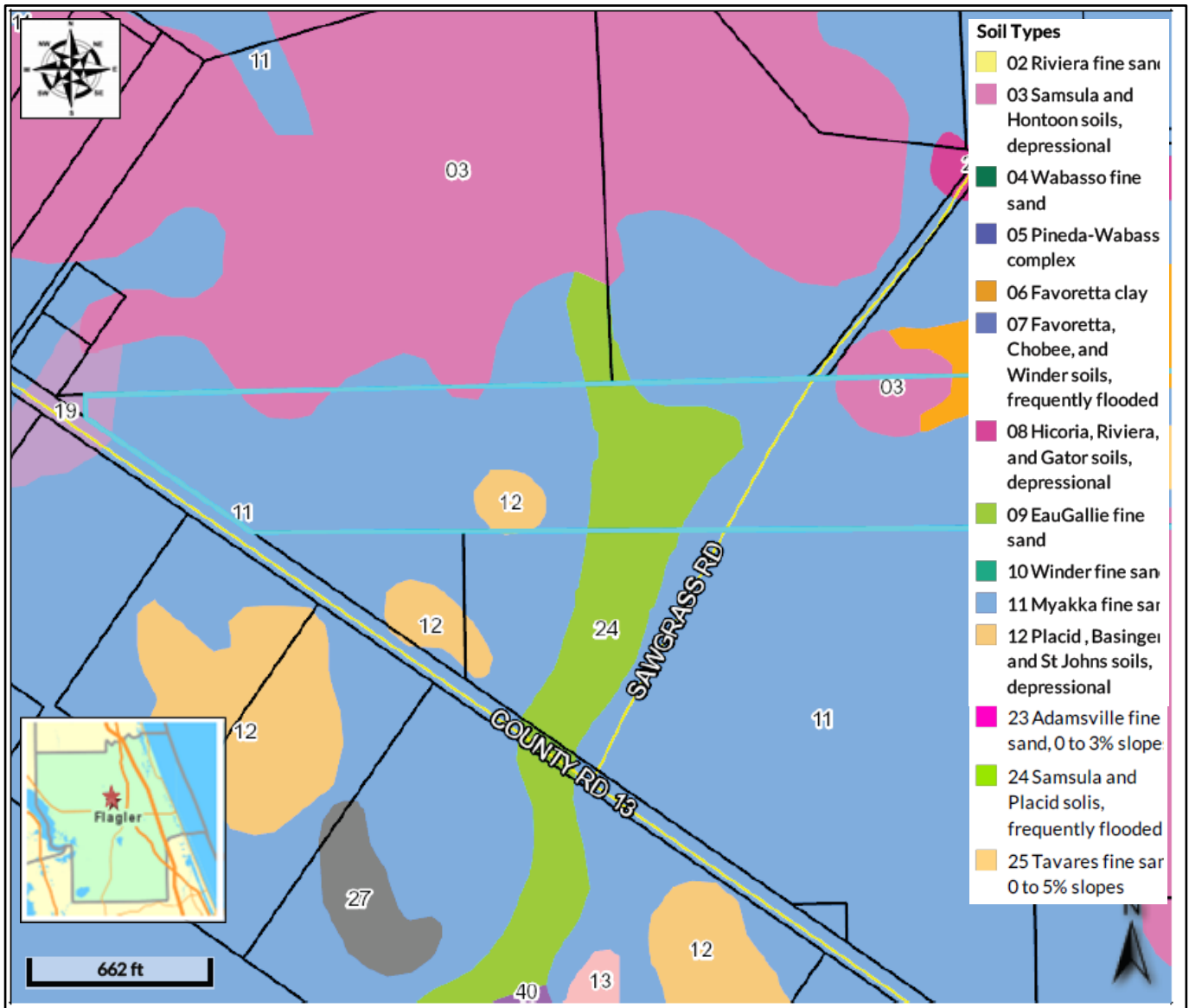
Zoning Map



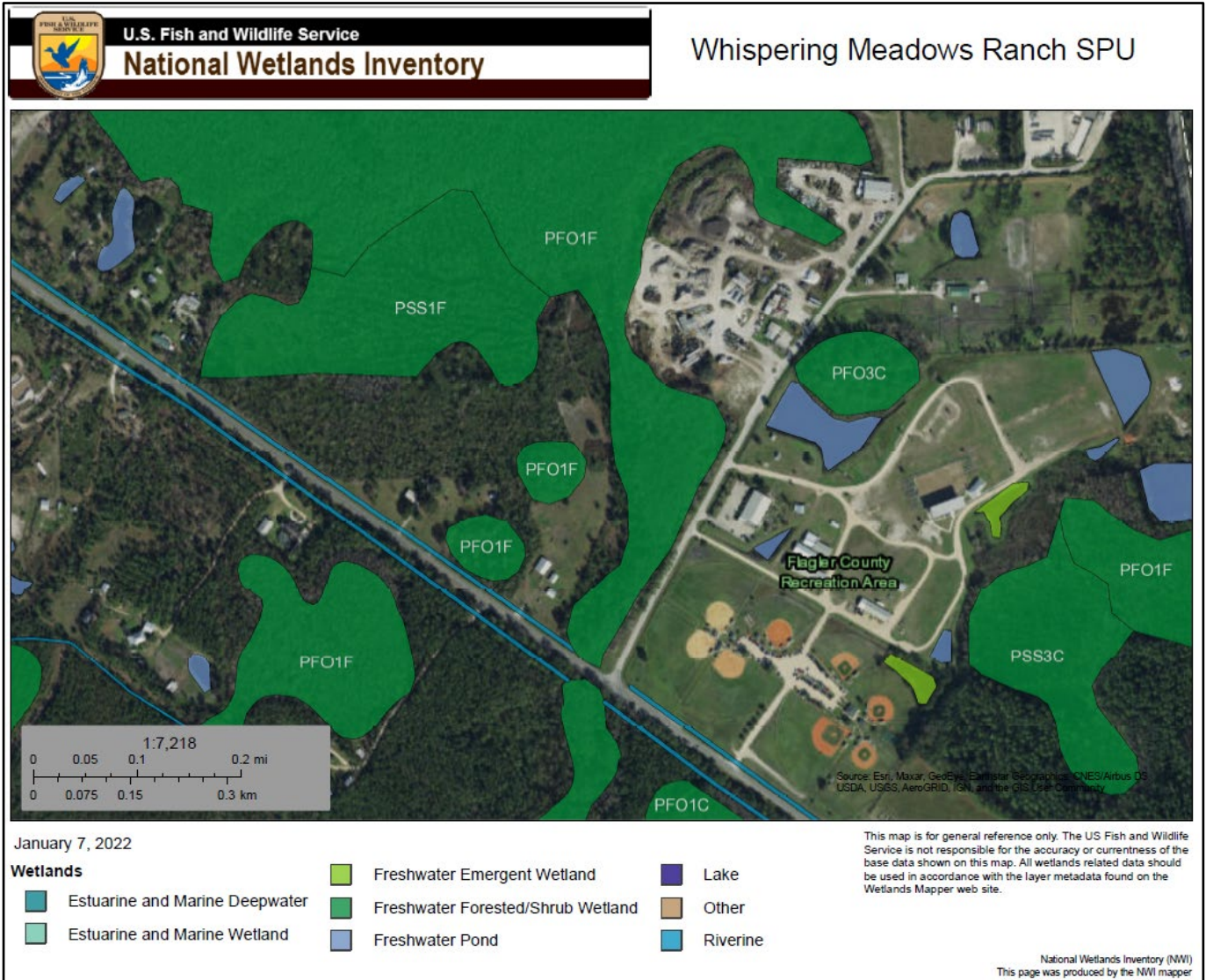
Flood Zone Map



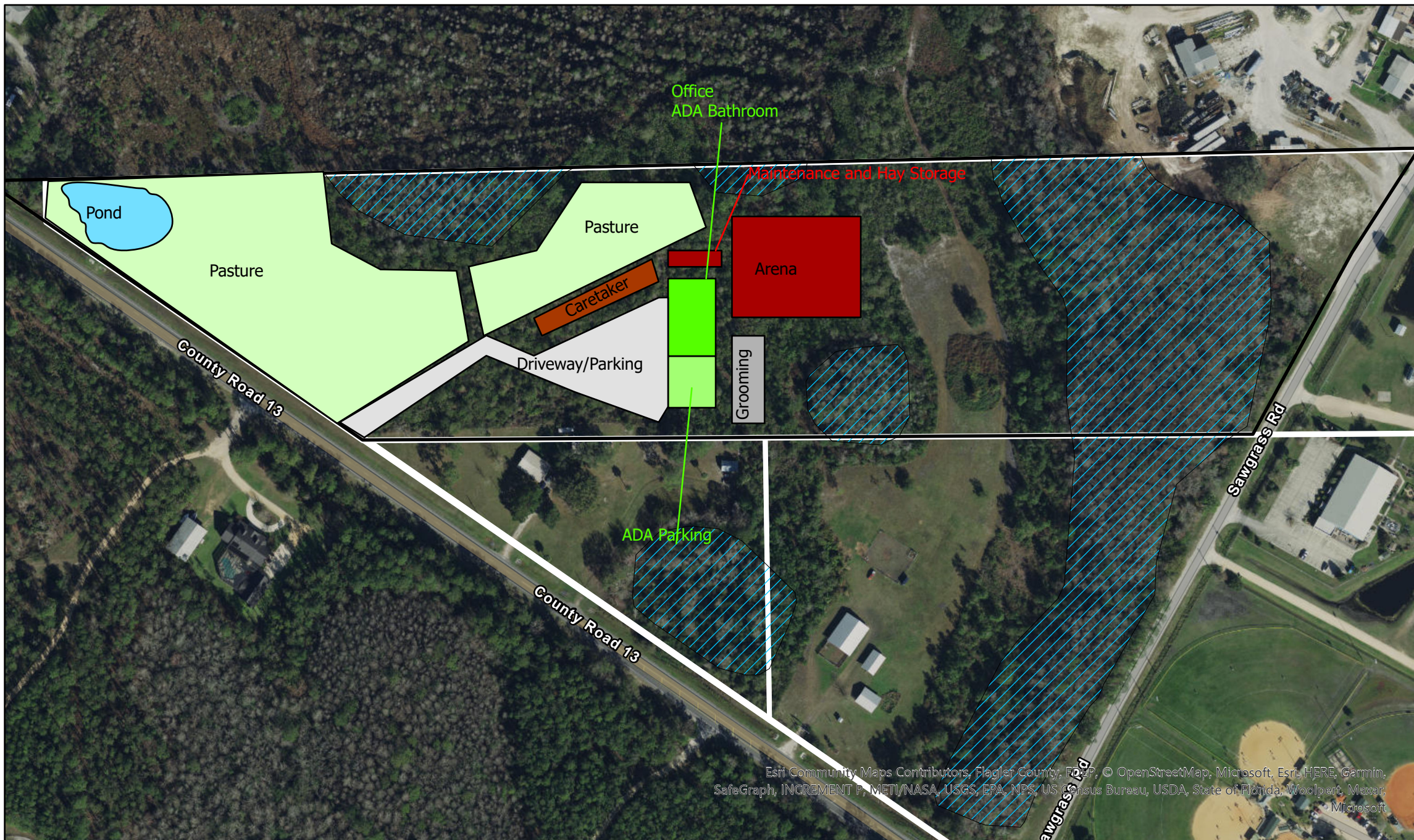
Soils Map



Wetlands Map



Conceptual Site Plan



Esri Community Maps Contributors, Flagler County, FL, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Florida, Woolpert, Maxar, Microsoft



**PUBLIC PRIVATE PARTNERSHIP USE AGREEMENT
BETWEEN FLAGLER COUNTY AND
WHISPERING MEADOWS RANCH**

THIS PUBLIC PRIVATE PARTNERSHIP USE AGREEMENT (“Agreement”) is entered into by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, (“County”) and Whispering Meadows Ranch, Inc., a Florida not for profit corporation, (“Ranch”).

PREAMBLE

WHEREAS, the Ranch is a local not for profit 501(c)(3) corporation, with Certified Therapeutic Riding Instructors (“CTRI”) certified by the Professional Association of Therapeutic Horsemanship International (“PATH Int’l”), and is dedicated to enriching the lives of those with disabilities and special needs through therapeutic horseback riding, horsemanship, and other equine activities in a safe and nurturing environment (“Therapeutic Services”); and

WHEREAS, the Therapeutic Services improve the balance, posture, cognitive and physical skills and flexibility, as well as self-regulation, confidence and communication skills of those with special needs and disabilities who participate in the Ranch’s programs; and

WHEREAS, the County recognizes a deficit of available providers of such Therapeutic Services within Flagler County coupled with a demonstrable need for such services, which serve a significant government interest in improving the physical, mental, and emotional wellbeing of individuals with disabilities and special needs; and

WHEREAS, the County leases from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by and through the Division of State Lands, Department of Environmental Protection, that certain real property at 150 Sawgrass Road, Bunnell, commonly referred to as, “the Fairgrounds,” as more particularly described in Exhibit A, attached hereto and incorporated herein (the “Premises”); and

WHEREAS, the Ranch has requested, and the County has agreed, to allow the Ranch to utilize a portion of the Premises, as depicted in Exhibit B, attached hereto and incorporated herein (the “Site”), for the provision of Therapeutic Services in a public-private partnership, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual obligations described herein, the parties agree as follows:

1. RECITALS. The above recitals are true and correct, form a material part of this Agreement, and are incorporated as if fully set out herein.

2. TERM AND EARLY TERMINATION. This Agreement shall become effective upon its full execution by the parties hereto (the “Effective Date”).

A.) Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of thirty years thereafter (the “Initial Term”), unless sooner terminated in accordance with the term and provisions hereof. The Agreement shall automatically renew for two ten-year terms (the “Renewal Terms”) unless either party serves notice to the other of its intent not to renew at least 180 days prior to the end of the Initial Term or first Renewal Term. The Initial Term and Renewal Terms shall be referred to collectively herein as, the “Term”.

B.) Early Termination. After the fifth year of the Initial Term, provided the Ranch is not in default under any of the terms and conditions herein, the Ranch shall have a one-time right to terminate this Agreement for convenience by providing written notice of termination at least six months prior to the date of termination. In the event of such early termination, the Ranch agrees to abide by all terms of this Agreement during the notice period and all terms and conditions herein regarding surrender of the Premises upon termination.

3. SITE IMPROVEMENTS. The Ranch has inspected the Site and represents it is suitable for Ranch’s proposed use, and the Ranch acknowledges that the County has made no representations or warranties relating to the suitability of the Site for any particular use. The Site is in a substantially natural state, and the parties must make certain improvements and construct certain facilities before utilizing the Site for Therapeutic Services.

A.) Facilities. The County and Ranch Staff will work together to design Site improvements and facility layout and placement of such improvements. The County shall design, permit and construct in compliance with all governmental regulations, at its sole cost and expense, the facilities and improvements described below (the “Improvements”). Any facilities or improvements required or desired by the Ranch beyond the specific Improvements listed herein will be the sole responsibility of the Ranch and at the Ranch’s sole cost and expense. Additionally, any enhancements to the Improvements constructed by the County will be the sole responsibility of the Ranch and at the Ranch’s sole cost and expense to include without limitation the cost of design, permitting, and construction. The layout of the Improvements to be constructed is generally depicted on the Conceptual Site Plan, attached hereto as Exhibit D and incorporated herein. The parties acknowledge and understand that the Conceptual Site Plan is subject to changes and adjustments during planning and construction of the Improvements, and such changes or adjustments shall be approved by both parties prior to construction of the various Improvements. An important goal of the Ranch with regard to the Site and Improvements is that there be as much vegetative buffer as possible so that the Ranch’s patrons feel enclosed and secure. All Improvements will be done in a workmanlike manner and will be permitted and constructed in accordance with all applicable laws, rules, and regulations, including without limitation, the Management Plan of the Premises, attached hereto as Exhibit C and incorporated herein, as

approved and as amended from time to time by the Division of State Lands (the “Management Plan”), the Americans with Disabilities Act, the Florida Building Code and the County’s Land Development Code.

The County will utilize funds from the American Rescue Plan Act to construct certain Improvements at the Site consistent with rules of the U.S. Treasury. Following are the Improvements to be designed, permitted, and constructed by the County as the ARPA funding permits:

- i.** Land Clearing. Remove flora from the Site to allow the construction of the Site in accordance with the Conceptual Site Plan.
- ii.** Drainage. Grading and drainage ponds in compliance with stormwater permit of the St. Johns River Water Management District.
- iii.** Perimeter Fencing and Access. A non-climb, perimeter wire horse fence 48” high with 1’ x 6’ top board for stability and a 12’ wire filled gate, 12’ length x 50” height. Perimeter fence will be installed as depicted in the Conceptual Site Plan. A gated stabilized dirt road for access to the Site. The Ranch will ensure the County has a gate key at all times.
- iv.** Arena. A one hundred feet by two hundred feet open air arena with a three panel wood rail 1” x 6” x 48” fence around arena for horseback riding with an adjacent ADA compliant mounting ramp and off-side 4’ x 4’ mount block for mounting riders on horses. Arena will be designed and built on raised elevation to allow for proper footing and drainage. A 24’ x 48’ covered picnic area near the arena where family members and visitors may sit and view the horseback riding sessions.
- v.** Lean-To Grooming/Activity Stalls. Six stalls for activities and grooming. Each stall will be 12’ x 12’ with a two panel wood rail 2” x 6” x 36” to separate stalls and end rails. All vertical posts will be 6” x 6” for strength and tying horses. All stalls will have electric power for lights and fans. Metal roof will be insulated for sound.
- vi.** Shed. Portable 12’ x 24’ shed with loft for storage with 8’ side walls and 12’ center height. Portable shed will have raised pressure treated wood foundation floor. The Shed will have 48” single door and electric power so that the interior may be de-humidified or climate controlled.
- vii.** Wash Area. 12’ x 12’ concrete pad wash area with drainage for cooling and cleaning the horses with well water. Four 6” x 6” posts on ends of pad for tying horses.
- viii.** L-shaped Shed Row Barn. Barn with 12’ overhang within a fenced corral area. Barn to be approximately 60’ x 96’ x 12’ with overhanging roof. Barn will have an insulated roof and will include electricity for lighting and fans and will

be on raised elevation to allow for proper stall footing and drainage. Stalls will be dirt footing, and the 12' overhang will be concrete footing.

- ix. Pavilion. Covered pavilion area, 16' x 24', for rainy day activities and social gatherings.
- x. Workshop. Workshop building, 24' x 48', with stabilized footing which will include storage area for mowers and other machinery.
- xi. Parking. Stabilized parking surface with sufficient space for bus turnaround. The parking area will include two ADA compliant parking spaces and walkway.
- xii. Water, Septic, and Electric. Access to electric power as well as well water and a wastewater septic system, including for the caretaker residence.
- xiii. Bathroom. An ADA compliant bathroom facility.

B.) Caretaker Residence and Supplemental Facilities. The Ranch will design, permit, and construct or install a caretaker residence and will connect the residence to the well water, a septic wastewater system, and electric power supply installed by the County. The residence may be a mobile home, pre-fabricated home, or modular home. In addition, the parties acknowledge that the Ranch may enhance the Improvements or construct additional improvements from time to time to improve and increase the provision of Therapeutic Services (the caretaker residence, enhancements to the Improvements, and additional improvements are hereafter referred to collectively as, "Supplemental Improvements"). The County will execute any documents required for the Ranch to obtain designs and permits for any Supplemental Improvements. The design, permitting, and construction of any Supplemental Improvements will be at the Ranch's sole cost and expense.

C.) Approval of Plans. All Supplemental Improvements including their design and construction is subject to the approval of the County Administrator, which shall not be unreasonably withheld. The Ranch will submit plans of any Supplemental Improvements to the County Administrator prior to commencing construction. The review and approval of the plans and specifications shall be subject to all applicable federal, state, and local regulations, including but not limited to zoning regulations and the Management Plan of the Premises. After the Improvements and any Supplemental Improvements are constructed, the Ranch will not make any material alterations without the prior approval of the County Administrator.

D.) Site Not Subject to Liens. Any construction agreements entered into between the Ranch and a general contractor or other contractor in privity with the Ranch must provide that the County and State of Florida will not be liable for any work performed or to be performed for the Ranch on the Site, and that the County and State of Florida shall not be liable for any of the financial consideration or other obligations under such agreements. In no circumstance is a lien of any nature to be attached to the Premises, or any portion thereof, due to an act or omission of the Ranch or any person claiming by, through, or under the Ranch. If a claim of lien is filed, the Ranch will cause said lien to be discharged, released, or satisfied, at the sole cost and expense of the Ranch, within thirty days.

E.) Maintenance of Facilities. The Ranch, at its own cost and expense, shall keep all Improvements and Supplemental Improvements including buildings, structures, equipment, fixtures, furnishings and other property installed in good condition and repair, in a clean and attractive condition, and free of impairment from physical deterioration and functional obsolescence. The Ranch shall be responsible for maintenance and for making repairs to all portions of the Site during the Term of this Agreement. The Ranch shall use all reasonable precaution to prevent waste, damage or injury to the Premises. The Ranch shall manage animal waste in a clean and sanitary manner.

F.) Fixtures. During the Term of this Agreement, all Improvements and Supplemental Improvements including buildings, furnishings, inventory, machinery, and equipment constructed or installed on the Premises by the Ranch shall be the property of the Ranch, and the Ranch shall have legal title thereto. Upon the expiration or termination of this Agreement, title to all permanent buildings and improvements constructed on the Site and any fixtures therein, except trade fixtures, furnishings, inventory, machinery, and equipment shall automatically revert to, and vest in, the County without necessity of any act by the Ranch. However, the Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

G.) Maintenance by Default. In the event the Ranch does not cure the breach of its duty to maintain the Site, the County shall give notice of such breach to the Ranch to complete the maintenance in a reasonable time not to exceed sixty days, unless additional time is agreed to in writing. Should the Ranch fail to complete the maintenance or repairs within the cure period, the County will have the option in its sole discretion to perform the maintenance and to recover such costs from the Ranch if the maintenance or repairs are necessitated by the act or omission of the Ranch or any of its officers, employees, agents, invitees or licensees or which otherwise results from the Ranch's use or occupancy of the Site, reasonable wear and tear excepted. The County shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Site and the Improvements, the Supplemental Improvements excluding the caretaker residence, fixtures, equipment and mechanical systems located therein, and the Term of this Agreement shall not be extended by reason thereof. Further, the performance of maintenance and repair by the County shall in no event be construed as a waiver of the Ranch's duty to maintain and repair as herein provided.

4. LEASE. In consideration of the benefits conferred on the public through the provision of the Therapeutic Services and of the mutual obligations contained herein, the County hereby leases the Site to the Ranch, and the Ranch leases the Site from the County, subject to the terms, conditions, and limitations specified herein.

A.) Use of the Site. The Ranch shall use the Site for the provision of the Therapeutic Services and related services. The Ranch may also use the Site for any lawful purpose that is approved in writing by the County Administrator. Said use shall in all cases comply with Federal,

State, and local laws, rules, and regulations. In addition, the Ranch's use of the Site shall comply with the Management Plan. The Ranch will also comply with the requirements of Chapter 773, Florida Statutes, or its successor, related to limitations of liability, including by posting or providing a warning notice to participants.

B.) Fairgrounds as Public Resource. The parties hereto acknowledge that the manner in which the Premises is used, developed, and operated is important to the County and State as a facility for public recreation and enrichment. The Ranch therefore agrees to develop, operate, and maintain the Site, consistent with the standards agreed upon herein, for therapeutic and equine-assisted learning programs to serve and benefit the community through enrichment and therapeutic activities. All Ranch programs are based on participants meeting certain criteria and PATH Int'l safety standards, and therefore, the Therapeutic Services will be provided by appointment only. In no event shall the Site be used for any purpose which would constitute a public or private nuisance or waste or for any use not specifically permitted in this Agreement.

C.) Maintaining 501(c)(3) Nonprofit Status and Licensure. The Ranch shall maintain its status under IRS Code Section 501(c)(3) and shall register with the State of Florida as a charitable enterprise. The Ranch shall comply with all requirements of the IRS and the State of Florida to maintain its ability to function as a nonprofit provider of Therapeutic Services. The Ranch shall also assure that its staff providing Therapeutic Services is properly licensed and certificated.

D.) Political Activities and Proselytizing Prohibited. The Ranch and its agents shall not engage in political activities or proselytizing at the Site in the provision of the Therapeutic Services. Therapeutic Services shall be provided in a nonpartisan and nonreligious manner, provided however, the Ranch is not prohibited from hosting faith-based special events/groups.

E.) Quarterly Reports. The Ranch will provide quarterly written reports to the County identifying the number of individuals provided Therapeutic Services at the Site, any achievements realized, any problems or issues encountered, and any other information relevant to the County as sub-lessor of the Site.

F.) No Joint Venture. Notwithstanding anything herein to the contrary, all activities conducted upon the Site shall be under the exclusive control, management and direction of the Ranch. The County will have no involvement or role in the Ranch's business or operations in any manner or way and shall only occupy the status of a landlord. Additionally, any and all personal property belonging to, or brought onto the Premises by, the Ranch or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of the Ranch. However, the Ranch may use the existence of this Public Private Partnership Agreement in the pursuit of grants and fundraising, and the County will likewise cooperate in the Ranch's pursuit of grants and fundraising.

G.) Right of Entry. The County and its designated agents shall have the right to enter the Site upon reasonable notice for inspection, maintenance, repair, attending to emergencies or

any other lawful purpose. The County will make annual inspections of the Site upon reasonable notice and will thereafter notify the Ranch of any issues or concerns. In emergency situations, where loss or damage to the Site or Premises is occurring or imminent, the County may enter any portion of the Site without prior notice for the purpose of controlling the emergency situation.

H.) Utility, Service Charges, and Taxes. The Ranch, at its sole cost and expense, shall obtain and promptly pay for all utility, communication and other services furnished to, or consumed within, the Site, including, but not limited to, electricity, data, internet, telephone, janitorial, trash removal, and all charges related to any of these services, including any tap-in, connection and/or impact fees. The Ranch shall pay on or before the due date therefor all taxes, assessments, and impact fees which are levied against or in connection with the Site, the Ranch's interest therein and the property and improvements of the Ranch for the Term hereof or attributable to the Ranch's activities at the Site or Premises.

5. INSURANCE. The following insurance is required to be carried by the Ranch, at its own cost and expense, commencing when the Ranch takes occupancy of the Site and continuing throughout the Term of this Agreement. The amounts of such required coverages are:

General Commercial Liability	\$1,000,000, combined single limit, occurrence based
Fire Legal Liability	\$1,000,000
Pollution	\$1,000,000
Workers Compensation	As required by state law
Automobile Liability	\$1,000,000
Builders Risk (during construction)	Equal to the value of the Improvements
Professional Liability (architect and engineers errors and omissions liability)	\$1,000,000 per occurrence
Property Casualty Insurance	Equal to the value of the facility at time of loss

Prior to the accessing and utilizing the Site, the Ranch shall cause certificates of insurance to be furnished to the County, evidencing all such coverage and naming the County as an additional insured except with respect to Workers Compensation coverage. In addition, all such certificates shall provide that the policies shall not be cancelled, nor the limits thereunder reduced, without first providing at least thirty (30) calendar days' written notice thereof to the County. The above coverage amounts may be increased, if mandated by changes in state law.

6. DEFAULTS AND REMEDIES.

A.) Defaults by the Ranch. The occurrence of any of the following events shall constitute an immediate “Default by Ranch”, unless a cure period is listed in which case the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a “Default by Ranch” to the greatest extent allowed by law:

- i. Failure to utilize the Site or abandonment of Site or discontinuation of the Ranch’s operations for a period of ninety days or longer without the written approval of the County Administrator.
- ii. The Ranch’s material misrepresentation of any matter related to this Agreement.
- iii. Any lien is filed against the Site, or the County’s or State’s interest therein or any part thereof, or otherwise, and the same remains unreleased for a period of thirty days from the date of filing unless within such period Ranch is contesting in good faith the validity of such lien and such lien is appropriately bonded.
- iv. Failure of Ranch to perform or comply with any material covenant or condition made under this Agreement, which failure is not cured within thirty days from the date of the County’s written notice stating the noncompliance shall constitute a default, whereby the County may, at its option, terminate this Agreement by giving the Ranch thirty days’ written notice, unless the default is fully cured within that thirty-day notice period (or such additional time as is agreed to in writing by the County Administrator as being reasonably required to correct such default).
- v. Failure to continuously abide by all the insurance provisions required by this Agreement.
- vi. An attempt is made by the Ranch to mortgage the leasehold estate created herein, or to assign or sublet this Agreement.
- vii. Failure to comply with the applicable Federal, State, and/or local laws required of a 501(c)(3) organization or as a state registered charity or nonprofit.

B.) Remedies of County. In the event of the occurrence of any of the foregoing defaults, the Ranch shall become immediately a tenant-at-sufferance in accordance with Florida law, and the County, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all individuals, entities and/or property from the Site. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Ranch, all without service of notice or resort to legal process and without being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby. If the Ranch does not cure the defaults in the time frames as set forth above, and the County has removed and stored property, the County shall not be required to store such property for more than thirty days. After such time, such property shall be deemed abandoned, and the County shall dispose of such property in any manner it so chooses and shall not be liable to the Ranch for said disposal.

C.) Default by the County and Remedies of Ranch. Failure of the County to perform or comply with any material term, condition, covenant or obligation required under this Agreement, which is not cured within ninety days from the date of the County's receipt of the Ranch's written request to cure will constitute a default, whereby the Ranch may, at its option, terminate this Agreement by giving the County ninety days written notice, provided however that if the County cures the default within the ninety day notice period (or such additional time agreed upon by the parties), then the Ranch will withdraw its notice of termination.

7. SURRENDER AT END OF TERM/TERMINATION.

A.) Surrender. At the end of the Term or upon the earlier termination of this Agreement, the Ranch agrees to surrender and yield possession to the County of the Site and Premises, the Improvements, and the Supplemental Improvements constructed thereon and the permanent fixtures installed on the Site, excluding trade materials as further explained below, peacefully and without notice, free and clear of all debts, mortgages, encumbrances and liens. It shall be lawful for the County to re-enter and to repossess the Improvements, Supplemental Improvements, and fixtures without further process of law.

- i.** The Improvements, Supplemental Improvements, and fixtures shall be in good condition and repair in all respects, reasonable use and wear excepted, and the Ranch agrees to reimburse the County for the cost of any alterations, replacement, repairs or cleaning required to restore the same, excluding the caretaker residence, to such condition.
- ii)** If otherwise in compliance with this Agreement, the Ranch may remove furnishings, inventory, personal property, trade fixtures and any improvements not a part of any structure or not affixed to the real property, upon the expiration or termination of this Agreement, if the removal can be done in a manner that does not injure or damage the Site. If the Ranch fails to remove such personal property and improvements within ten days after the effective date of the expiration or termination, the County may remove and dispose of any improvements and personal property not removed by the Ranch. In that case, the Ranch is deemed by this Agreement to have sold, assigned and transferred to the County all of the Ranch's right, title and interest in the improvements, fixtures, and personal property not removed by the Ranch. For purposes of this section, the phrase "trade fixtures" is defined as any article of personal property annexed or affixed to the Site by the Ranch as a necessary part of the Ranch's provision of Therapeutic Services, and other lawfully present personal property on the Site.

B.) Holdover. It is agreed that if the Ranch shall continue to occupy the Site after the expiration or any termination of this Agreement without the prior written consent of the County, then such tenancy shall be a tenancy-at-sufferance, the County shall be entitled to re-enter the Site or pursue any other right available to it under the laws of Florida or the provisions of this Agreement.

8. MISCELLANEOUS PROVISIONS.

A.) Force majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide *force majeure*. For the purpose of this Agreement, a bona fide *force majeure* is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief granted to either party under this Section shall be the tolling of time for the duration of the *force majeure*. A *force majeure* may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such *force majeure*.

B.) Integration and Amendment. This Agreement contains the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

C.) Non-waiver. No waiver by either party for any right or remedy under this Agreement, and no failure to insist on strict performance, shall affect or extend or act as a waiver of any other right or remedy hereunder, nor shall it affect the subsequent exercise of the same right or remedy for any further or subsequent default.

D.) Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, not including its conflict of laws doctrines. Venue for any dispute arising out of this Agreement or the Ranch's use of the Premises shall be in the Seventh Judicial Circuit in and for Flagler County, Florida.

E.) No Third Party Beneficiary. It is not intended by any of the provisions of this Agreement to create in the public or any member thereof a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injury or property damage pursuant to the terms of this Agreement. The Ranch guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Ranch or any subcontractor in connection with this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity by the County.

F.) Indemnity. The Ranch agrees to indemnify and hold harmless the County and the State of Florida, including the County's and the State's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, court costs, expert fees, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Ranch and persons employed, utilized, or serviced by the Ranch in the performance of this Agreement or arising out of the Ranch's failure to observe or perform any of the covenants in this Agreement. This obligation to indemnify shall survive the expiration or

earlier termination of this Agreement, and the insurance required by this Agreement shall cover the obligation to indemnify the County and State of Florida.

G.) Severability. If any provision of this Agreement is in conflict with any applicable statute or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

H.) Successors in Interest and Non-assignability. Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement is personal to the Ranch. Accordingly, the Ranch may not assign this Agreement without the express prior written consent of the County, which may be withheld at its sole discretion. Any purported assignment without the express written consent of the County shall be considered void from its inception, and shall be grounds for the immediate termination of this Agreement. The Ranch may not sublet the Site or any portion thereof under any circumstances or any Improvement or Supplemental Improvement or portions thereof.

I.) Time is of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

J.) Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified U.S. Mail, return receipt requested or by reputable overnight carrier:

If to County:
County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

If to Ranch:
Whispering Meadows Ranch, Inc.
5011 John Anderson Hwy.
Flagler Beach, FL 32136

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date/s indicated below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Joseph F. Mullins, Chair

Date

ATTEST:

Tom Bexley, Clerk of the Circuit
Court & Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S.
Moylan
Date: 2022.02.15 11:07:41 -05'00'

Sean S. Moylan, Assistant County Attorney

As approved by the Flagler County Board of
County Commissioners at its regular meeting
on the 21st day of February 2022.

[This space intentionally left blank. Signature page to follow.]

**WHISPERING MEADOWS RANCH,
INC.**

ATTEST:

Richard Davis Sr., Director

Signature

Date

Print Name, Title

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this ____
day of _____, 2022, by means of [] physical presence or
[] online notarization, by Richard Davis Sr., as Director of
Whispering Meadows Ranch, Inc., who [] is personally known to
me or who [] produced valid government issued identification.

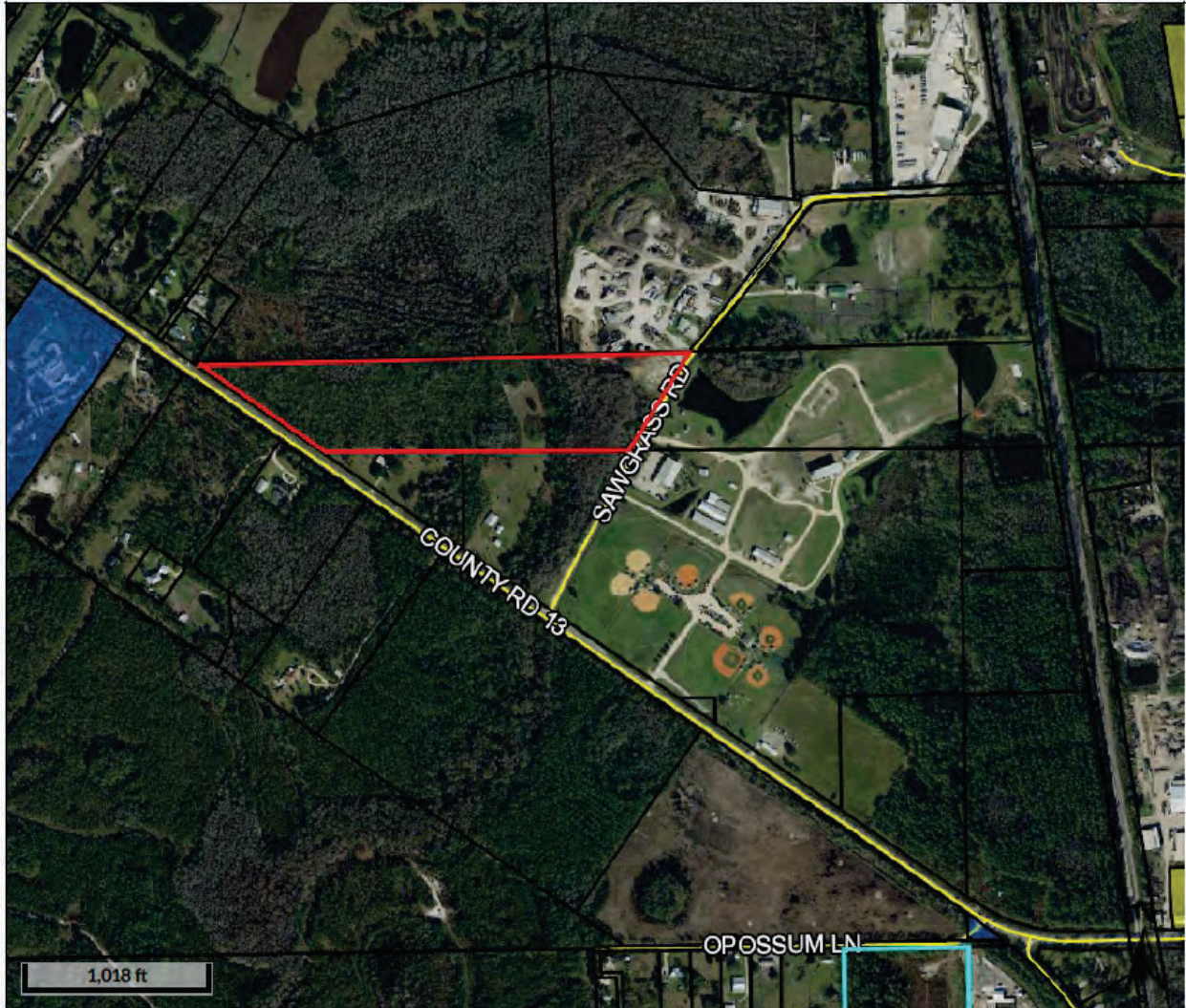
SEAL

Notary Public

EXHIBIT LIST

- Exhibit A The Premises
- Exhibit B The Site
- Exhibit C Management Plan
- Exhibit D Conceptual Site Plan

EXHIBIT B
THE SITE



That portion of parcel 09-12-30-5550-00010-0030 lying west of Sawgrass Road.

EXHIBIT A
THE PREMISES

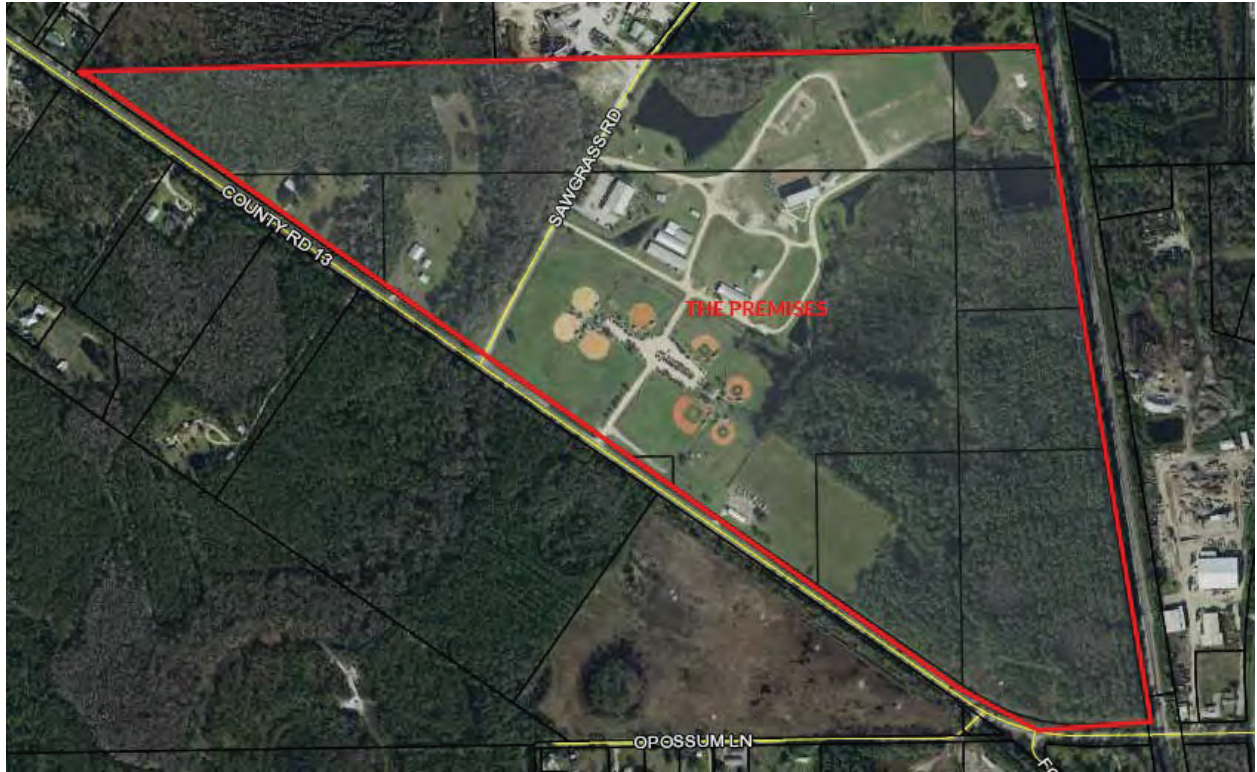


EXHIBIT C

MANAGEMENT PLAN OF THE PREMISES



Conservation Management Plan

This management plan form is intended for Board of Trustees leases and subleases of conservation properties that are 160 acres or less. It is intended to address the requirements of Chapter 253.034, 259.032 and rule 18-2.021. Attachments to, or expansion of this form are welcome, if the space provided below is not sufficient. Please answer all of the items below and number all attachments and reference them in the appropriate location below. You are under no obligation to use this form. Any plan format is acceptable, provided it includes all of the appropriate items from the above mentioned statutes and rule. This form is available in electronic format upon request. For additional information pertaining to management plans, please visit the Division of State Lands Stewardship page on the web at <http://www.dep.state.fl.us/lands/stewardship.htm>.

A. General Information

1. Common Name of the Property: Flagler County Fairgrounds
2. Lease Number: 4517
3. Acres: 117.36
4. Managing Agency: Flagler County

5. Provide an executive summary/description of this property that includes a brief description of the resources, uses and proposed uses, outstanding features etc.

This property is utilized for public recreation purposes. Facilities include eight baseball/softball fields, multiple event buildings including a rodeo area, an Institute of Food and Agricultural Sciences (IFAS) facility, and various Future Farmers of America / 4-H structures. The facility hosts a number of public events including rodeos, fairs, circuses, sports games and tournaments and concerts.

Additional proposed uses include increasing the number of parking spaces, baseball and softball fields on the property.

6. Attach a map showing the location and boundaries of the property including:
 - a) The location and type of structures or improvements currently on the property.
 - b) The location and type of proposed improvements. Appendix A
7. Attach a map showing the proximity of this managed area to other conservation areas within 10 miles. Appendix B
8. Please attach a legal description of the property. Appendix C
9. Provide a physical description of the land including a quantitative data description of the land which includes an inventory of forest and other natural resource, exotic and invasive plants, hydrologic features, infrastructure including recreational facilities, and other significant land, cultural or historical features.

Wetlands: The eastern half wetland systems are located in two small isolated systems on the southern portion and one large contiguous system occupying the northern third. On the western half a contiguous wetland system runs north-south immediately adjacent and to the west of Sawgrass Road. A wetland system also runs east-west along the northern boundary line.

10. A brief description of soil types, attaching USDA maps when available.

The site is predominantly Myakka fine sand. Lower elevations consist of Samsula and Hontoon soils; Valkaria fine sand; Placid, Basinger and St Johns soils with small isolated areas of Tavares fine sand; and Samsula and Placid soils.

See Appendix D for USDA soils map.

11. Is the property adjacent to an aquatic preserve or designated area of critical state concern? YES ___ NO

If YES, please identify:

12. Was the property acquired by a conservation land acquisition program? If YES, please identify.

13. Do any agency-specific statute requirements or legislative/executive directives constrain the use of the property? (These restrictions can frequently be found in the lease) YES NO

If YES, please identify

The lease requires that the leased premises shall be used for public recreational purposes only.

14. Are there any reservations or encumbrances on the property?
YES NO

If YES, please identify:

B. Natural and Cultural Resources

15. Are there any archeological or historical sites on this property? YES NO
If YES,

A) How do you plan to locate, protect and preserve these resources?

B) Please describe the actions the agency plans to take to locate and identify unknown Resources such as surveys of unknown archeological or historical sites.

16. Are there any buildings on the property that are fifty or more years old?

YES _____ NO _____ If YES,

A) Please Identify:

B) Have these buildings been evaluated by a historian or historic architect to determine their historical and/or architectural significance. If YES, please identify both the building(s) and the evaluators(s):

C) Please state whether any such buildings are listed in the Florida Master Site File, National Register of Historic Places or a local register of historic places and identify such buildings.

By law, the managing agency must consult with the Division of Historical Resources with regard to any proposed land clearing or ground disturbing activities or with regard to any proposed rehabilitation, restoration or demolition of structures 50 or more years old. Please contact the Division of Historic Resources if you would like to obtain information on archeological/historical sites.

Division of Historical Resources
Florida Department of State
R.A. Gray Building, MS-8
Tallahassee, Florida 32399
(850) 245-6312

17. Please identify natural resources on the property that are listed in the Florida Natural Areas Inventory.

Florida Natural Areas Inventory lists the following natural resources on the property:	
Resource	State Ranking
Basin Swamp	S3
Floodplain Swamp	S4
Wet flatwoods	S4

18. Are any imperiled natural communities, unique natural features, or any State and federally listed endangered or threatened plant or animal species, on site?

YES _____ NO

If YES, please provide a specific description of how you plan to identify, locate, protect and preserve these species.

If you would like further information regarding natural resources or endangered species please contact the Florida Natural Areas Inventory (FNAI).

Florida Natural Areas Inventory
1018 Thomasville Road, Suite 200-C
Tallahassee, Florida 32303
(850) 224-8207

19. Please identify the water resources including swamps, marshes or other wetlands, on the property including the water quality classification for each water body and if the water body has been designated "Outstanding Florida Waters".

The site contains no surface waters. Wetlands were historically part of the Black Branch system, which is part of the Crescent Lake Drainage Basin. Hydrologic connections have been largely severed by road construction projects. There are no Outstanding Florida Waters within 10 miles of the site.

20. Are any known mineral resources, such as oil, gas and phosphates, or any unique natural features, such as coral reefs, beaches, dunes, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams, and outstanding native landscapes containing relatively unaltered flora, fauna, and geological features on site? YES _____ NO

If YES, Please identify and provide locations of these resources on a map.

Appendix

21. Are there fish or wildlife resources (both game and non-game) on the property?
YES _____ NO _____ If YES, please describe:

C. Use of the Property

22. Please provide a statement of the purpose for which the lands were acquired, the projected use or uses as defined in Chapter 253.034, Florida Statutes, and the statutory authority you have for such uses.

The leased premises shall be used for public recreation purposes, along with other related uses necessary for the accomplishment of this purpose. The use acquired is "single use", per Chapter 253.034, Florida Statutes, and includes utilizing the site for softball/baseball and special events such as rodeo events, fairs, concerts, 4-H/FFA activities, and similar uses. The legal authority for this use is granted by Lease 4517.

23. Please state the desired outcome for this property, and key management activities necessary to achieve the desired outcome, including public access.

The purpose of the County's management is continued and expanded utilization of the site for public recreation and educational facilities. Development activities will include additional parking, new FFA/4-H facilities, agricultural fields and barns, baseball and softball fields and rodeo facilities.

24. Please state the single or multiple uses currently made of the property and if the property is single use, please provide an analysis of its potential for multiple-use.

Single _____ Multiple _____ use/s is/are:

The property is managed for single use simply because of its limited size. Over 50 of the 182 acres of the site are jurisdictional wetlands. Future plans include expanding public recreation opportunities further, consuming all available upland areas and potentially incurring minor wetland impacts. There simply isn't enough room to manage for timber, fish,

25. Were multiple uses considered but not adopted? YES _____ NO _____

If YES, please describe why:

26. Please provide an analysis of the potential use of private land managers to facilitate the restoration or management of these lands.

Private land managers have potential to be employed in very few areas within the lease area. Nearly 2/3 of the site is developed or planned for development for public recreation. Remaining lands are wetland and have very little potential for private land management activities. Potential exists for private entities to facilitate commercial operations on upland areas. These opportunities will be explored in the future.

27. Please provide an analysis of the potential of the property to generate revenues to enhance the management of the property.

The property has great potential to generate revenue but, as stated earlier, traditional land management activities are not planned for this site. Revenues generated on site may be used to cover expenses for herbicide treatment of any invasive species that may be found.

28. Describe the projected, current and recent past uses of the property, and any unauthorized uses, if known.

Past use of the property's uplands was silviculture. Current use is public recreation and projected use is expanded public recreation.

29. Do the planned uses impact renewable and non-renewable resources on the property?
YES _____ NO x _____

If YES, please describe what specific activities will be taken to protect or enhance and conserve those resources and to compensate/mitigate the damage that is caused by the impacting use.

[Empty box for describing activities to protect or enhance resources]

30. Should any parcels of land within or adjacent to the property be purchased because they are essential to management of the property? YES _____ NO x _____

If YES, please attach a map of this area. Appendix

31. Are there any portions of this property no longer needed for your use?

YES _____ NO x _____ If YES, please attach a map of this area.

32. Please describe what public uses and public access that would be consistent with the purpose for which this property was acquired.

Development activities will include additional parking, new FFA/4-H facilities, agricultural fields and barns, baseball and softball fields and rodeo facilities.

D. Management Activities

33. If more than one agency manages this property, describe the management responsibilities of each agency and how such responsibilities will be coordinated.

The property is managed by Flagler County.

34. Please discuss management needs and problems on the property including conservation of soil and water resources and control and prevention of soil erosion and water and soil contamination.

Public access events will be monitored to ensure no discharge of pollutants takes place. Wetland buffer setbacks will be adhered to. Construction activities and public recreation will also be avoided in wetland setback areas.

35. Identify adjacent land uses that will conflict with the planned use of this property, if any.

No adjacent land uses conflict with the planned use of this property.

36. Please describe measures used to prevent/control invasive, non-native plants.

Flagler County employs a licensed herbicide applicator who will monitor the site for invasive/non-native plants and treat them as deemed appropriate.

37. Was there any public or local government involvement / participation in the development of this plan? YES ____ NO If YES, please describe:

38. If an arthropod control plan has been established for this property, please include it as an attachment. (Attachment _____) If one does not exist, provide a statement as to what arrangement exists between the local mosquito control district and the managing agency. See Chapter 388.4111 regarding mosquito control on public lands.

No arthropod control plan exists for the property. The local mosquito control district will treat the property at their discretion.

39. Management Goals – **The following 8 goals may not all be applicable to your site. Write N/A where appropriate. Also, please add as many goals, objectives, and measures as you wish.**

Core Objectives	Measure	Timeframe 2 yrs = Short Term 10 yrs = Long Term	Expenses and Manpower Budget
1	Habitat restoration and improvement (Description): N/A		
Prescribe burn _____ acres per year	_____ acres burned per year	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
Maintain _____ acres per year within target fire return interval.	_____ acres within fire return interval target	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
Conduct habitat/natural community improvement on _____ acres	_____ acres with restoration underway	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
Conduct habitat/natural community restoration activities on _____ acres.	_____ acres restored	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
Conduct timber harvest for the purposes of habitat restoration on _____ acres	_____ acres harvested	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____

2	Public Access and recreational opportunities (Description):		
	Enhance existing public access and recreational opportunities on the site.		
	Maintain public access and recreational opportunities to allow for a recreational carrying capacity of 1500 visitors per day	1500 visitor opportunities/day	Within 2 yrs <u>x</u> Within 10 yrs <u> </u> Expense \$ <u>2,000</u> Personnel \$ <u> </u>
	Develop additional public access and recreational opportunities to allow for a carrying capacity of _____ visitors/day	_____ visitor opportunities/day	Within 2 yrs <u> </u> Within 10 yrs <u> </u> Expense \$ <u> </u> Personnel \$ <u> </u>
	Continue to provide N/A interpretive/education programs	_____ interpretive/education programs	Within 2 yrs <u> </u> Within 10 yrs <u> </u> Expense \$ <u> </u> Personnel \$ <u> </u>
	Develop N/A new interpretive/education programs	_____ interpretive/education programs	Within 2 yrs <u> </u> Within 10 yrs <u> </u> Expense \$ <u> </u> Personnel \$ <u> </u>
3	Hydrological preservation and restoration (Description):		
	N/A		
	Conduct or obtain a site assessment/study to identify potential hydrology restoration needs	Assessment conducted? Y__ N__	Within 2 yrs <u> </u> Within 10 yrs <u> </u> Expense \$ <u> </u> Personnel \$ <u> </u>
	Restore natural hydrologic condition and functions to _____ acres on site	_____ acres for which hydrologic restoration is underway (planning, grant writing, earth moving, etc.)	Within 2 yrs <u> </u> Within 10 yrs <u> </u> Expense \$ <u> </u> Personnel \$ <u> </u>

		_____ acres for which natural hydrologic conditions and function are restored	Within 2 yrs _____ Within 10 yrs _____	Expense \$ _____ Personnel \$ _____
4	<u>Sustainable forest management (Description):</u> N/A			
	Prepare & implement a silviculture management plan including reforestation, harvesting, prescribed burning, restoration, and timber stand improvement activities and goals.	Silviculture management plan complete? Y ___ N ___ _____ acres treated	Within 2 yrs _____ Within 10 yrs _____	Expense \$ _____ Personnel \$ _____
	Develop and implement a process for conducting stand descriptions and forest inventory including a GIS database containing forest stands, roads & other attributes (including but not limited to: threatened & endangered species, archeological resources, exotic species locations, historical areas)	Complete GIS database and re-inventory all attributes every 3-5 years or as needed.	Within 2 yrs _____ Within 10 yrs _____	Expense \$ _____ Personnel \$ _____
		_____ acres of forest inventoried annually	Within 2 yrs _____ Within 10 yrs _____	Expense \$ _____ Personnel \$ _____
5	<u>Exotic and invasive species maintenance and control (Description):</u> Treat exotic and invasive species as problems arise.			

Annually treat .1 _____ acres of EPPC Category I and Category II invasive exotic plant species.	.3 _____ acres treated	Within 2 yrs ____ Within 10 yrs <u>x</u> ____	Expense \$ <u>2400</u> _____ Personnel \$ _____
Implement control measures on _____ exotic and nuisance animal species	_____ nuisance and exotic species for which control measures are implemented	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
6 Capital facilities and infrastructure			
Description-			
To maintain <u>5</u> facilities, <u>0</u> miles of roads, and <u>0</u> miles of trails existing on site (as applicable)	<u>5</u> facilities, <u>0</u> miles roads, <u>0</u> miles trails maintained	Within 2 yrs ____ Within 10 yrs <u>x</u> ____	Expense \$ _____ Personnel \$ _____
To construct _____ facilities, _____ miles of roads, and <u>0</u> miles of trails (as applicable)	_____ facilities, _____ miles roads, <u>0</u> miles trails constructed	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
To improve or repair _____ facilities. _____ miles of roads, and <u>0</u> miles of trails existing on site (as applicable)	_____ facilities, _____ miles roads, <u>0</u> miles trails improved or repaired	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
7 Cultural and historical resources			
Description-			
N/A			
Ensure all known sites are recorded in the FL Division of Historical Resources Master Site file	_____ of recorded sites	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____
Monitor _____ recorded sites and send updates to DHR Master Site file as needed	_____ of sites monitored	Within 2 yrs ____ Within 10 yrs ____	Expense \$ _____ Personnel \$ _____

	Bring ___ of ___ recorded sites/cultural resources into good condition	___ of sites in good condition	Within 2 yrs ___ Within 10 yrs ___	Expense \$ _____ Personnel \$ _____
8	Imperiled species habitat maintenance, enhancement, restoration, or population restoration.			
	Description-			
	N/A			
	Develop baseline imperiled species occurrence inventory list	Baseline imperiled species occurrence inventory list complete Y___ N___	Within 2 yrs ___ Within 10 yrs ___	Expense \$ _____ Personnel \$ _____
	Develop monitoring protocols for ___ selected imperiled species	___ imperiled species for which monitoring protocols are developed	Within 2 yrs ___ Within 10 yrs ___	Expense \$ _____ Personnel \$ _____
	Implement monitoring protocols for ___ imperiled species	___ species for which monitoring is ongoing	Within 2 yrs ___ Within 10 yrs ___	Expense \$ _____ Personnel \$ _____
	[If applicable, provide additional measurable objective(s) for new or ongoing species-specific management activities for each of the priority species such as population augmentation, translocations, nest box projects, etc.]	Examples: Project-specific quantity, ___ of nest boxes, # of individuals introduced or trans-located, etc.	Within 2 yrs ___ Within 10 yrs ___	Expense \$ _____ Personnel \$ _____

40. Costs

Activity	Yearly Estimated Cost		
	Priority Cost	Other Management Cost	Cost Effective Methods
<u>Resource Management</u>	\$500	\$300	
<u>Administration</u>	\$30,000	\$15,000	
<u>Support</u>	\$5,000		

<u>Capital Improvements</u>	0		
<u>Recreation Visitor Services</u>			
<u>Law Enforcement Activities</u>	\$2,000		

41. A finding regarding whether each planned use conforms to the appropriate policies and guidelines of the State Lands Management Plan is required. The Plan can be found at <http://www.dep.state.fl.us/lands/oes/slmp.pdf>, by writing to the State of Florida Department of Environmental Protection, Division of State Lands, Office of Environmental Services, 3900 Commonwealth Boulevard, Mail Station 140, Tallahassee, Florida 32399-3000, or by calling (850) 245-2784. Does this plan conform to the State Lands Management Plan?

YES NO

42. Please provide the following contact information below:

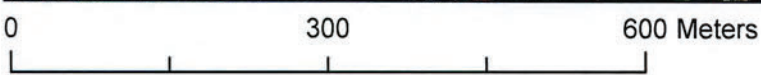
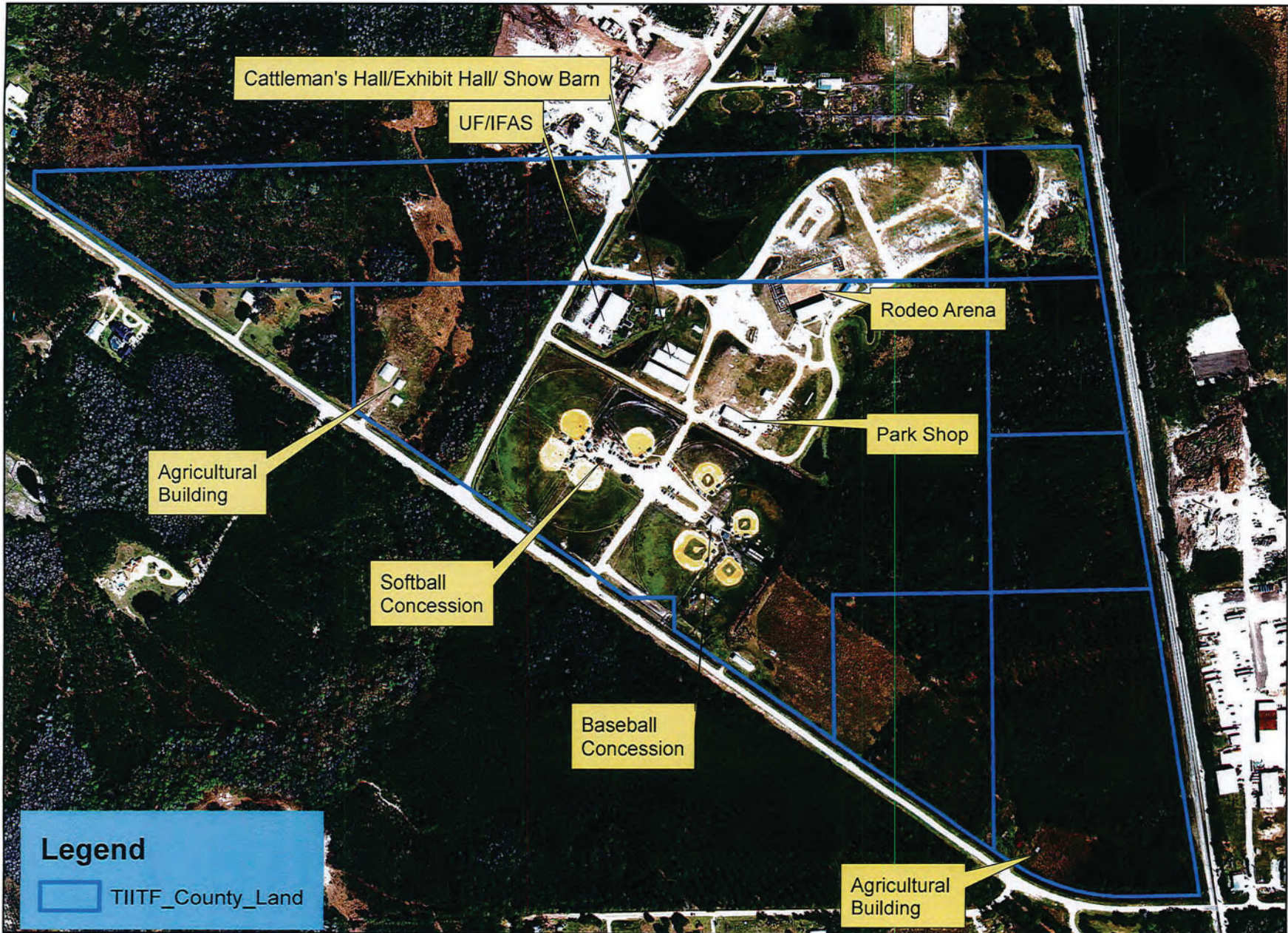
Name:	Tim Telfer
Managing Agency:	Flagler County
Address:	1769 East Moody Blvd. Building #2 Bunnell FL 32110
Phone:	386-313-4066
Email Address:	ttelfer@flaglercounty.org

Date Management Plan Prepared: _____

Please send this completed form and attachments to:

james.parker@dep.state.fl.us, Or
to: Division of State Lands
D.E.P. M.S. 140
3900 Commonwealth Blvd.
Tallahassee Fl. 32399-3000
850-245-3045

Structures/Improvements currently on CR 13 Property, Flagler County

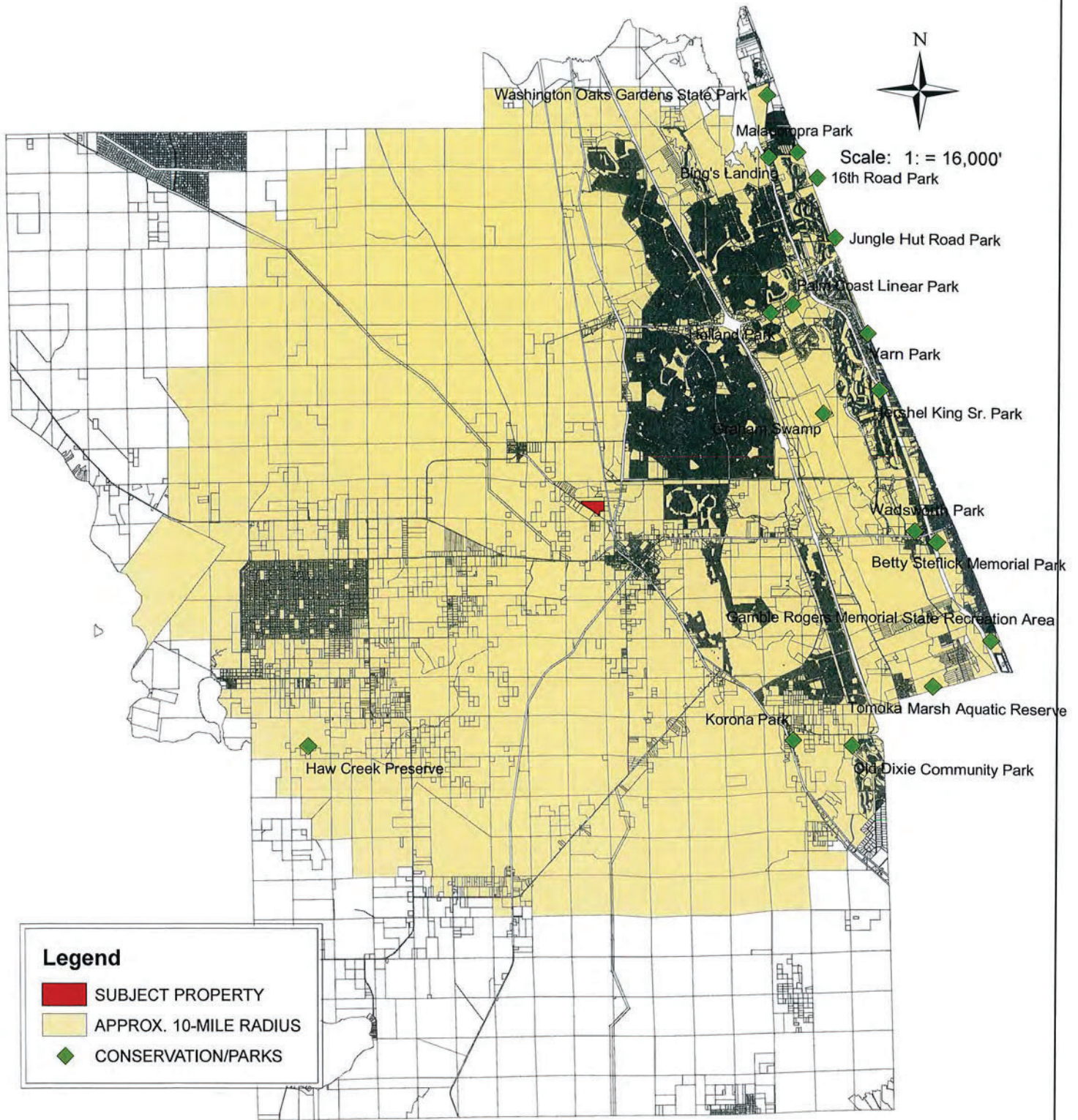


Appendix A - Proposed Improvements



0 250 500 1,000 Feet

Conservation Within 10-Mile Radius



Appendix C

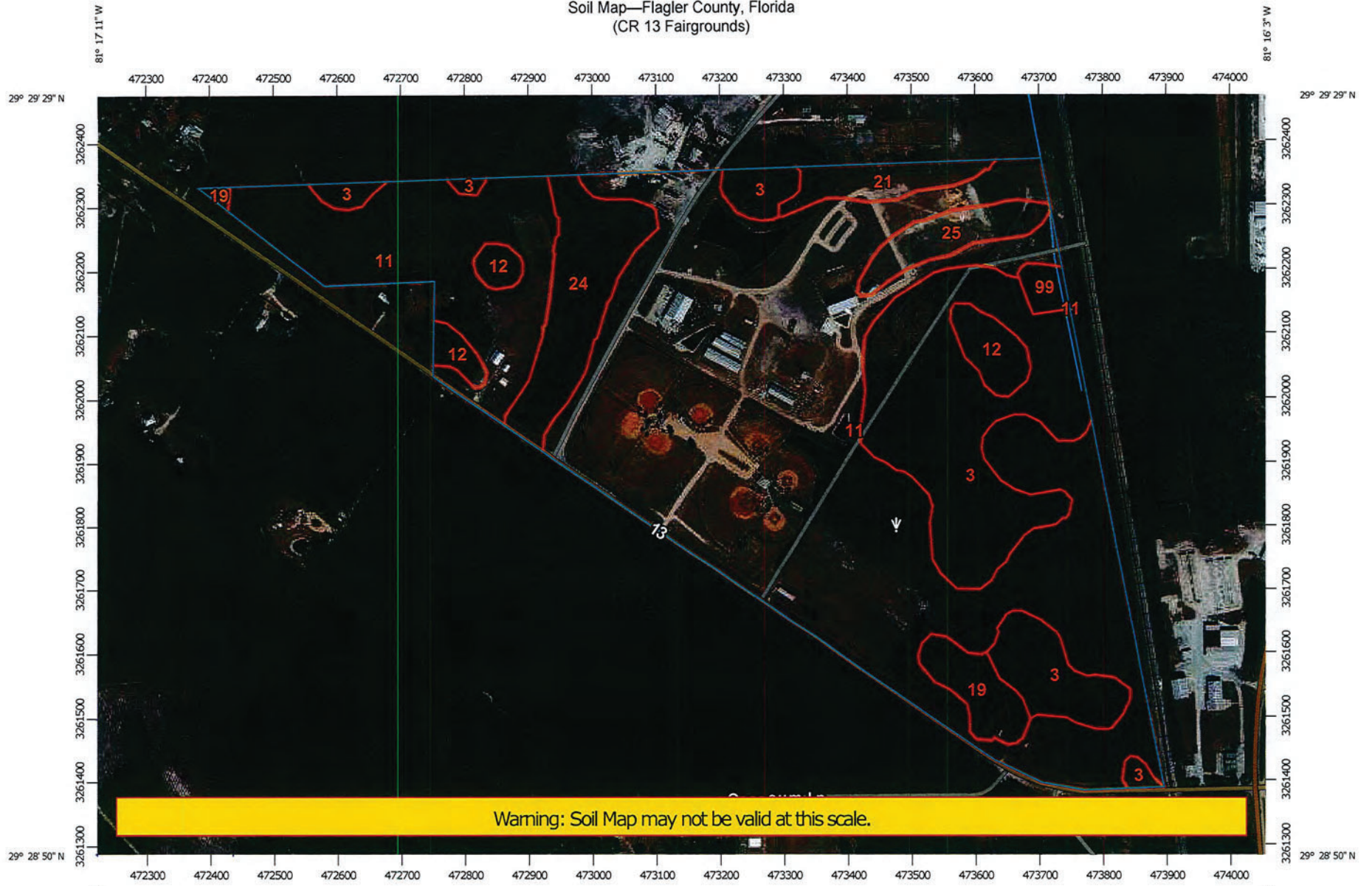
LEGAL DESCRIPTION

A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

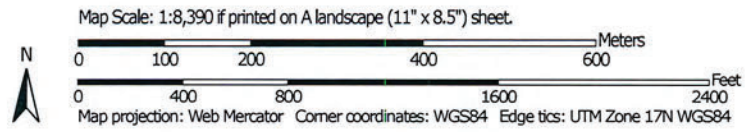
THAT PROPERTY CONVEYED FROM MARVIN R. TUCKER AND WIFE, MAUREEN B. TUCKER TO STATE BOARD OF EDUCATION OF FLORIDA, DESCRIBED IN DEED BOOK 55, PAGE 97, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; LESS AND EXCEPT THAT PROPERTY DESCRIBED IN THE DEDICATIONS FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA TO FLAGLER COUNTY, FLORIDA; DEDICATION NO. 25117, AS RECORDED IN OFFICIAL RECORDS BOOK 36, PAGES 264-265 AND DEDICATION NO. 25685 AS RECORDED IN OFFICIAL RECORDS BOOK 090, PAGES 509- 510, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL CONTAINING 117.36 ACRES MORE OR LESS.

Soil Map—Flagler County, Florida
(CR 13 Fairgrounds)







































Warning: Soil Map may not be valid at this scale.



Soil Map—Flagler County, Florida
(CR 13 Fairgrounds)

MAP LEGEND

Area of Interest (AOI)		 Spoil Area	
 Area of Interest (AOI)		 Stony Spot	
Soils		 Very Stony Spot	
 Soil Map Unit Polygons		 Wet Spot	
 Soil Map Unit Lines		 Other	
 Soil Map Unit Points		 Special Line Features	
Special Point Features		Water Features	
 Blowout		 Streams and Canals	
 Borrow Pit		Transportation	
 Clay Spot		 Rails	
 Closed Depression		 Interstate Highways	
 Gravel Pit		 US Routes	
 Gravelly Spot		 Major Roads	
 Landfill		 Local Roads	
 Lava Flow		Background	
 Marsh or swamp		 Aerial Photography	
 Mine or Quarry			
 Miscellaneous Water			
 Perennial Water			
 Rock Outcrop			
 Saline Spot			
 Sandy Spot			
 Severely Eroded Spot			
 Sinkhole			
 Slide or Slip			
 Sodic Spot			

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Flagler County, Florida
Survey Area Data: Version 13, Nov 19, 2015

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

Date(s) aerial images were photographed: Dec 8, 2010—Jan 3, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Flagler County, Florida (FL035)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3	Samsula and Hontoon soils, depressional	34.2	18.2%
11	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	125.3	66.9%
12	Placid, Basinger, and St. Johns soils, depressional	4.9	2.6%
19	Valkaria fine sand, 0 to 2 percent slopes	3.9	2.1%
21	Smyrna fine sand, 0 to 2 percent slopes	3.7	2.0%
24	Samsula and Placid soils, frequently flooded	9.9	5.3%
25	Tavares fine sand, 0 to 5 percent slopes	4.3	2.3%
99	Water	1.2	0.6%
Totals for Area of Interest		187.4	100.0%

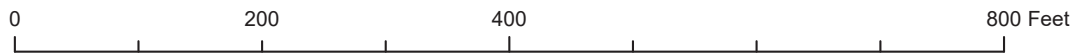
**EXHIBIT D
CONCEPTUAL SITE PLAN**



Esri Community Maps Contributors, Flagler County, FDEP, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, State of Florida, Woolpert, Maxar, Microsoft

Linear Features

-  Trail
-  Fence
-  FL_Wetlands



08-10-21 Whispering Meadows Site Plan Draft

*The features on this map are not to scale. They are reproduced from a line drawing provided by Whispering Meadows Ranch. The actual placement, size and shape of the features will be refined once the formal design phase is complete. This map is intended for communication and planning purposes.



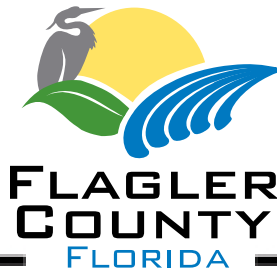
Application #3278 – Surrounding Parcel Map as selected from www.flaglerpa.com



Application #3278
 Surrounding Owner List
 1040 County Road 13
 Semi-Public Use

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerCityStZip
04-12-30-5550-00050-0032	DOUGAN PATRICK	TRUSTEE	1220 COUNTY RD 13	BUNNELL, FL 32110
04-12-30-5550-00010-0011	BOARD OF COUNTY COMMISSIONERS	OF FLAGLER COUNTY	1769 E MOODY BLVD BLDG #2	BUNNELL, FL 32110
04-12-30-5550-00050-0030	APONTE SERGIO C & DENA H&W		1230 COUNTY RD 13	BUNNELL, FL 32110
04-12-30-5550-00050-0031	TIITF/FORESTRY	% DEP, DIVISION OF STATE LANDS	3900 COMMONWEALTH BLVD MAIL STATION 108	TALLAHASSEE, FL 32399
04-12-30-5550-00060-0000	TIITF/FORESTRY	% DEP, DIVISION OF STATE LANDS	3900 COMMONWEALTH BLVD MAIL STATION 108	TALLAHASSEE, FL 32399
04-12-30-0000-02040-0000	4 C'S TRUCKING AND EXCAVATION	INC	PO BOX 2682	BUNNELL, FL 32110
04-12-30-0000-02031-0000	STOLSWORTH PAMELA M		390 SAWGRASS ROAD	BUNNELL, FL 32110
03-12-30-5550-00050-0020	TIITF/FORESTRY	% DEP, DIVISION OF STATE LANDS	3900 COMMONWEALTH BLVD MAIL STATION 108	TALLAHASSEE, FL 32399
03-12-30-5550-00120-0020	TIITF/DOE	% DEP, DIVISION OF STATE LANDS	3900 COMMONWEALTH BLVD MAIL STATION 108	TALLAHASSEE, FL 32399
04-12-30-5550-00050-0016	SOWERS SCOTT D &	LISA A H&W	1093 CR 13	BUNNELL, FL 32110
04-12-30-5550-00010-0000	TUCKER MARVIN R & MAUREEN B	TUCKER AS TRUSTEE %DOUGLAS TUCKER	3909 TURTLEMOUND ROAD	MELBOURNE, FL 32934
04-12-30-5550-00110-0000	WEST LAWRENCE W JR		1000 CTY RD 13	BUNNELL, FL 32110
04-12-30-5550-00090-0000	STATE OF FLORIDA	TIITF-STATE OF FLORIDA MURPHY ACT LANDS	C/O DEP-3900 COMMONWEALTH BLVD	TALLAHASSEE, FL 32399
04-12-30-5550-00050-00B0	PAXIA LORIANN & TERI J	PAXIA	1099 COUNTY ROAD 13	BUNNELL, FL 32110
04-12-30-5550-00050-0014	L V LAND MANAGEMENT INC		1 HUGHES CENTER DR #1404	LAS VEGAS, NV 89169

Growth Management Department
Planning & Development
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110



www.flaglercounty.org
Phone: (386)313-4003
Fax: (386)313-4102

November 3, 2021

TIITF/FORESTRY
% DEP, DIVISION OF STATE LANDS
3900 COMMONWEALTH BLVD MAIL STATION 108
TALLAHASSEE, FL 32399

Re: Application #3278 – Semi-Public Use

Dear Property Owner –

As owner of property within 300' of the property referenced herein, the Flagler County Planning Department, in accordance with Section 2.07.00 of the Flagler County Land Development Code, advises you that :

A request has been made by Dennis Bayer, Esquire as Agent for a Semi-Public Use approval for an equine recreation and therapy facility on land owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and leased to Flagler County, located at 1040 County Road 13 and described as identified by parcel #04-12-30-5550-00060-0000 and being 44.8 acres more or less in size. The subject property lies in the AC (Agriculture) District. Semi-Public Uses may be permitted in any zoning district provided application is made to the Planning and Development Board for its review and recommendation to the County Commission for final decision.

You are hereby notified that public hearings for this request will be held as follows:

- **Flagler County Planning and Development Board, December 14, 2021 @ 6:00 p.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Bunnell, Florida 32110 for recommendation to the Board of County Commissioners**

and

- **BOARD OF COUNTY COMMISSIONERS – January 10, 2022 @ 9:30 a.m. or as soon thereafter as possible in the Flagler County Government Services Building,**

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien, Jr.
District 5

Board Chambers, 1769 E. Moody Boulevard, Bunnell, Florida 32110 for final decision.

You are welcome to attend each of the above referenced public hearings to express your opinion.

Sincerely,

A handwritten signature in purple ink that reads "Gina Lemon". The signature is written in a cursive, flowing style.

Gina Lemon
Development Review Planner III

NOTE: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDED TO APPEAL ANY DECISION BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATUM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTAMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.



Scott Steiner
Code Enforcement Officer
Phone: 386-323-4000 | Fax: 386-323-4001 | Website: www.floridacounty.com



Flagler County's mission is to efficiently deliver the highest quality customer-focused services, to include safety and security, and create the greatest value to our community through integrity, innovation, and a culture of collaboration.

To: [redacted]
From: [redacted]
Subject: [redacted]
Date: [redacted]
Time: [redacted]
Location: [redacted]



Dear [redacted] (PH)
Scott Stover
Code Enforcement Officer
scott@flaglercounty.com | P: 386-313-4000 | W: www.flaglercounty.com



Flagler County's mission is to efficiently deliver the highest quality customer-focused services, to include safety and security, and create the greatest value to our community through integrity, innovation, and a culture of collaboration.

**FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD
REGULAR MEETING**

Flagler County Government Services Building,
1769 East Moody Blvd., Board Chambers, Bunnell, FL

MEETING MINUTES

Tuesday, January 11, 2022 at 6:00 P.M.

ADOPTED FEBRUARY 8, 2022

1. Roll Call: The meeting was called to order by the Chair and a quorum was present.

Members Present: Michael Boyd, Anthony Lombardo (Chair), Fernando Melendez, Jack Corbett, and Timothy Conner.

Member Excused: Mark Langelo

Staff Present: Adam Mengel, Growth Management Director; Chuck Merenda, Assistant Director; Brandon Berry, Business Analyst; Gina Lemon, Planner

Board Counsel: Sean Moylan, Assistant County Attorney

2. Pledge to the Flag.
3. Approval of: December 14, 2021 regular meeting minutes.

Motion: Motion to approve as submitted.

Motion By: Mr. Boyd

Motion 2nd by: Mr. Melendez

Vote: Motion carried unanimously.

4. Election of Chair.
Mr. Mengel accepted nominations for Chair. Mr. Boyd nominated Mr. Corbett, seconded by Mr. Conner. Vote taken, motion carried unanimously.
5. Election of Vice-Chair.
Mr. Corbett accepted nominations for Vice-Chair. Mr. Boyd nominated from Melendez, seconded by Mr. Lombardo. Vote taken, motion carried unanimously.

Chairman advised the public of the quasi-judicial process.

6. **Quasi-judicial requiring disclosure of ex parte communication:**
Application #3278 – **SEMI-PUBLIC USE IN THE AC (AGRICULTURE) DISTRICT** – request for equine recreation and therapy facility at 1040 County Road 13 and being a portion of Parcel Number: 04-12-30-5550-00060-0000; approximately 44 acres. Owner: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and leased to Flagler County / Agent: Dennis Bayer, Esquire.

Staff Presentation: by Mr. Mengel, Growth Management Director. In addition, he offered for consideration by the Board the correspondence from Mr. John Tanner by email.

No disclosures by the Board.

Dennis Bayer, Esquire present on behalf of applicant. He thanked staff for their efforts to work with the applicant through the complicated process. He expressed that he has spoken to property owners in the area and found no objection. He felt that the John Anderson property is not at issue with this application.

Chair Corbett asked for questions from the Board members.

Mr. Conner requested clarification on the reason the client is not ready to immediately execute the lease.

Mr. Bayer responded that the lease is being finalized. The site is vacant and will take time to develop but this is the site. There is no reason to delay.

Mr. Moylan explained that the time it is taking is largely due to State and County government, it is not the applicant dragging their feet.

Chair opened the item for Public Comment.

Mike Plummer, 1000 County Road 13, commented about the parking location for the proposed use, he works 2nd and 3rd shift so he sleeps in the morning. He had concerns about agribusiness on the site. He questioned if there had been a wildlife study, he has seen black bear, scrub jay, and both red headed woodpeckers big and small. Espanola is part of the Indian heritage, questioned if there had been a historical study. Finally he asked if the parking may be relocated away from his property.

Chair closed the item for Public Comment.

Mr. Bayer responded that they would look into relocating the parking area.

Mr. Mengel clarified that this semi-public use is very specific in its definition, may only be applied for by a non-profit, not broad business operation. This is not an agribusiness. This use is an equestrian therapy use and any other use would have to go through a public hearing process. For this use, there will be additional agency permitting requirements related to environmental and historic resources.

Board questions:

Mr. Boyd asked if any of the uses would extend across Sawgrass Road.

Mr. Mengel responded, that is correct and this use will lie between County Road 13 and Sawgrass Road.

Motion: Motion to recommend approval to the Board of County Commission of Application #3278 with the conditions outlined and the timeline be recommended by Mr. Tanner be included but not as a condition for approval:

- a. the Semi-Public Use approval shall run with the land;
- b. development shall occur in substantial compliance with the site plan attached hereto and made a part of this record, with the allowance that additional buildings supporting the use may be added without additional review provided that the overall development remains consistent with the County's lease with the State, and the County's sublease with the Ranch;
- c. a single monument sign identifying the location of the Ranch may be permitted adjoining County Road 13, provided that the sign may not exceed thirty-two (32) square feet in area and six (6) feet in height;
- d. a subsequent application to amend this Semi-Public Use will be needed for any new uses proposed for this parcel;
- e. the non-profit organization Internal Revenue Service registration, along with any State of Florida nonprofit registration and the County's business tax receipt, must be maintained in perpetuity for the duration of the use on this parcel;
- f. all conditions of any lease shall be maintained for the duration of the lease;
- g. hours of operation shall be limited to sunrise to sunset, except for special events;
- h. no on-street parking (along or within the County Road 13 right-of-way) is permitted; and
- i. no more than four (4) fundraising or community-outreach events may be conducted on the site each calendar-year, subject to the County's special event permitting process but waiving any application or review fee.

Motion By: Mr. Conner

Motion 2nd by: Mr. Lombardo

Vote: Motion carried unanimously.

7. Quasi-judicial requiring disclosure of ex parte communication:

Application #3282 – **SETBACK VARIANCE IN THE R-1 (RURAL RESIDENTIAL) DISTRICT** – request to reduce the street side setback from the required 25 feet to 11 feet and to reduce the rear yard setback from the required 25 feet to 11 feet for a proposed 30 foot by 24 foot building at 275 County Road 200 on Parcel Number 16-13-31-2000-00030-0020; 1.00+/- acres. Owner/Applicant: Thomas and Evelyn Peccarelli.

VAR-000539-2021

(TRC, PDB

Adam Mengel, AICP, LEED AP BD+C

From: John Tanner <bullekt72@gmail.com>
Sent: Monday, January 10, 2022 5:54 PM
To: Adam Mengel, AICP, LEED AP BD+C
Cc: Heidi Petito; Sean S. Moylan; tjconner@connerlawpa.com
Subject: Planning and Development Bd. Meeting 1/11/22 Agenda Item #6 Whispering Meadows App. #3278 For Semi-public

This email originated outside the Flagler County email system. DO NOT click any links or open any attachments unless you know the sender and know the content is safe.

Mr. Mengel, Please provide a copy of this email to every member of the Planning and Development Bd. before tomorrow evening's PB meeting.

I represent several residents who own homes in the immediate neighborhood of the Whispering Meadows Ranch, Inc. (Equine Recreation and Therapy business.) Nearly 50 home owners in the neighborhood have signed a petition opposing the continued operation of the "Ranch" in violation of the County Code and their protective covenants of Record.

My clients are supportive of the service that the "Ranch" is providing, but oppose the operation of that business in their R-1 Zoned residential neighborhood.

My clients support the Whispering Meadows Ranch application for semi-public, application #3278. The proposed location is ideally suited for the requested use and it will allow this business to serve more clients, without any negative effect upon neighboring properties or land values.

The property owners who lost their land sale last year because of the proximity of the "Ranch" business activities have not had a single offer to buy their land since. Other property owners in the neighborhood also want to sell their property to take advantage of the extraordinarily high Real Estate market. (No one knows what the market will be tomorrow.) This may be the chance of a lifetime for such profit on investment or strengthening of retirement plans. The continued operation of the Ranch in the neighborhood has negatively impacted real estate values and is a cloud on any land sale in the affected neighborhood.

It has been nearly a year since the Ranch's prohibited business operation in the R-1 neighborhood was reported to County Code Enforcement. The surrounding neighbors have been more than patient and have willingly afforded this business time to relocate, without loss of services to those needing therapy or just wanting to horseback ride..

My client's respectfully urge the Board to recommend that the County Commission approve application #3278.

My clients request that the Planning Board recommend:

1. That the County Commission set a timeline for staff and the applicant to complete the permitting process and site preparation work necessary for this business to move.
2. That the County Commission require County staff to file a written report ten days before every Board of County Commissioners meeting detailing the status of the relocation of the Whispering Meadows Ranch, Inc.

Thank you,

John W. Tanner, P.A.
Attorney at Law

January 13, 2022

Kristine,

I am so glad that your time with our students went well. Your involvement in the community medicine rotation means so much to us and the students. What you do is absolutely amazing and awe inspiring. Thank you so much for making the students' experience so memorable. The community is so fortunate to have you all as a resource. We look forward to our continued relationship with you and if there is anything we can do for you beyond this rotation, please reach out to us.

Warmest Regards,

Niki Wolcott

Clinical Coordinator

FSU College of Medicine-Daytona Beach

1200 W. Int'l Speedway Blvd. Bldg. 600 Ste. 101

Daytona Beach, FL 32114

T: 386.252.0601 Ext: 205

F: 386.252.4748

I cannot add anything to Niki's comments. We are so thankful for your assistance in shaping the future of medicine. Thanks.

Luckey Dunn, MD

Daytona Beach Regional Campus Dean

1200 W. International Speedway Blvd.

Building 600, Suite 101

Daytona Beach, FL 32114

Phone 386-252-0601

Fax 386-252-4748

Email: Luckey.Dunn@med.fsu.edu

RECEIVED

FEB 09 2022

**Flagler County
Planning & Zoning Dept.**

Community Medicine Instructions for Participating Agencies

Community Medicine is a required third year course for all FSU College of Medicine students. It is administrated at a regional campus or site over a two-week period to broaden students' understanding of the role played by community agencies in health promotion and disease prevention. Students will be assigned to your agency by our regional campuses or sites and details of the schedule are referenced in the Community Medicine course syllabus. You may contact your regional campus with any course concerns.

Your agency must designate a member of your staff as the **agency coordinator** for this course. This **agency coordinator** is responsible for coordinating student experiences, creating a student schedule of activities and assignments, and completing the agency evaluation form.

It is important that the activities and assignments for the student(s) at your agency meet the objectives of the course as described in the syllabus. In short, these are for the student to understand and analyze the role of your agency as a community resource and how it benefits the health of your clients. Students should be assigned to a variety of experiences at your agency, including but not limited to points of service delivery to your clients so that the student understands what you do and how you do it, organizational meetings such as client staffing meetings, staff meetings, board meetings, quality reviews, and other experiences that will allow the student to explore the inner workings of your organization. Students should be given access to the leadership of your agency as well as supervisors and directors that can provide insight to the student on how the agency functions. The **agency coordinator** that you have designated should also provide the student a schedule for the week and notify the individuals who will be seeing the student for each assignment and explaining the purpose of the assignment.

At the end of the course, students should have the basic understanding of how one would go about setting up a similar agency or organization as yours in a community where such services do not exist. Students are asked to reflect on the "Overarching Goals" of Healthy People 2020. This course provides a working knowledge and organizational thinking for those agencies which provide community-based services. This is not an experience where students are taught patient care skills such as history taking, physical examinations, differential diagnoses and treatment plans. However, patient care contact may well be one of the assigned experiences for students at your agency (so that they can understand the methods of health care or service delivery by your organization), but this must not be the area of greatest emphasis. The most common concerns of students who report less than optimal experience on this clerkship are: a) agency and/or the agency coordinators do not understand the goals of the clerkship; b) the experiences assigned to the student by the agency are overly repetitive or lack diversity; c) agency staff and providers do not know why the student is with them.

2/8/2022

To: Flagler Co. Commissioners

I am writing to tell you how beneficial the equine therapy is for my adopted son. He was diagnosed with ADHD/ Oppositional-Defiance disorder, 2 years ago. I was seeking therapy outside of school for him. I was introduced to Kristine's equine therapy by my child's behavioral therapists. They had been volunteers there in the past. They all spoke highly of the program at Whispering Meadows. My son has been in the program there for over 7 months now and it didn't take us long to see why it was recommended. From the first visit we felt the commitment to the special needs of the children who come here. Each child is greeted, by name, as they enter the area. There is much attention to hand hygiene when coming and children are taught and required to sanitize their riding helmets after use. The volunteers are always introduced and are very professional. The therapy runs on a schedule and is never late. I didn't have to wait to get a time slot to begin therapy either. They truly have a heart for this service to the underserved children of the community.

My child loves going, and the time spent with the horses are always safe and supervised. The children are kept engaged by different interactive activities each week. My son has learned to listen to and respect not only the volunteer workers but the behavior of the horses as well.

I am thankful I found Whispering Meadows and such a confident leader like Kristina. There is nothing locally that offers this kind of therapy to children with varying special needs. The place is so quiet and tranquil, it feeds my soul each time I come to watch these vulnerable children be able to ride.

Respectfully,

Robin Harbuck

RECEIVED

FEB 09 2022

**Flagler County
Planning & Zoning Dept.**

THOMAS SAVONE & ASSOCIATES

Thursday, January 27, 2022

Flagler County Commissioners:

As a Flagler County resident and local business owner for over 20 years, I wish to request a moment of your time regarding Whispering Meadows Ranch and the impalpable services they provide to our local Veterans and disabled children.

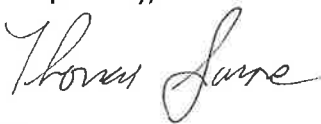
Just like so many other residents and local business owners, I look to give back to our community to support those in need. Through word of mouth, I learn of the unique opportunity that Whispering Meadows Ranch provides to local Veterans and their partnership with Gratitude America. Over the years I have had the privilege to contribute to these events, and volunteer my time. I have seen first-hand the sorrow and trauma in the eyes of the Men and Women who fight for our country, and heard their traumatic experiences. Whispering Meadows Ranch provides these individuals with a place of refuge, a place to heal, and a place to connect with others in like situations. There is no other organization in Flagler County like Whispering Meadows Ranch providing equine and emotional support to Veterans adjusting to civilian life.

Whispering Meadows Ranch may not be a far-reaching charity to the larger population of Flagler County, but their impact to those residents involved in their free services is profound. Let's also not forget, that Whispering Meadows Ranch provides immeasurable support to the disabled children of Flagler County on a daily basis. Our community desperately needs this outlet for our children and families, please don't drive it away!

I fully support Whispering Meadows Ranch and their services to Flagler County. I trust that Flagler County Commissioners as well as the State of Florida will find value in Whispering Meadows Ranch services and allow them use of the parcel on CR13 to continue their existing operations and provide the life-changing, skill-building opportunities to those Flagler County citizens most vulnerable to mental health disorders.

Thank you for your time and consideration.

Respectfully,



Thomas Savone, CRPS
Chartered Retirement Plans Specialist

TS/ms

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

4101 East Moody Blvd, Suite B | Bunnell, FL 32110
Phone: 386.437.3870 | Toll Free: 888.439.2971 | Web: www.thomassavone.com

~Securities offered through [Commonwealth Financial Network](#)®, Member FINRA, SIPC, Registered Investment Advisor~
Fixed Insurance products and services offered through Thomas Savone & Associates or CES Insurance Agency.



FLAGLER BEACH POLICE DEPARTMENT

PO BOX 36 • FLAGLER BEACH, FL 32136

(386) 517-2023 • FAX (386) 517-2022

WWW.FBPD.ORG

CHIEF MATTHEW P. DOUGHNEY

January 31, 2022

Re: Letter of Support

To Whom It May Concern:

I am writing this letter in support of Whispering Meadows Ranch and their equine assisted programs serving our community. I have the unique perspective of experiencing this program from both a personal and professional angle.

Whispering Meadows Ranch hosted an advocate retreat for the members of the Victim's Service Coalition of the 7th Judicial Circuit last year. Attending the retreat was a welcome respite and an inspiration to our members. We only experienced a small part of what Kristine and her team have to offer, but it left a lasting impression on me. The gravity of all they have achieved and what they still have yet to accomplish, given the opportunity, is immense.

From a professional standpoint, I have referred victims of crime to Whispering Meadows Ranch and I cannot overstate the importance of the services they provide. Sometimes, after experiencing trauma, traditional talk therapy is not an ideal option and can be overwhelming to crime victims. Whispering Meadows Ranch offers alternative therapy while being in a peaceful environment without the pressure of having to speak directly about the trauma before they are ready. Opening this door for a crime victim to work through their trauma on their own terms can make all the difference and jumpstart the healing process.

Whispering Meadows Ranch is truly an asset to our community and Flagler County as a whole. The continuation and growth of their program is vital to their passionate owners, their dedicated volunteers and to every participant who calls the ranch "home."

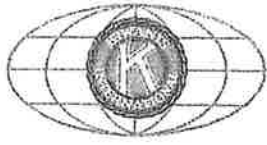
Respectfully,

Michele C. Ficocello, CA
Victim Advocate

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.



Flagler/Palm Coast Kiwanis Club

P. O. Box 350423 Palm Coast, FL 32135-0423

Officers 2020-2021

President

Mary O'Gara

Vice President

Al Jennings

President Elect

Lisa Schulten

Past President

Dr. Maria P. Barbosa

Secretary

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Club Treasurer

Linda Millican

Foundation Treasurer

Janet McDonald

Board of Directors

Jack Barbosa

Polly Conkling

Frank Consentino

Jearlyn Denny

Jeff Green

Edwin Pruitt, Jr.

Compound Liaison

Michael McElroy

May 1, 2021

Dear *Whispering Meadows Ranch*,

The Flagler Palm Coast Kiwanis Foundation is pleased to continue our annual support of your organization's various opportunities for developing the youth and supporting families throughout the greater Flagler County community with the services offered through

Whispering Meadows Ranch

by way of this \$10,000.00 donation.

We so appreciate your work with so many in the Flagler County communities and the positive impact all members of your organization make in the lives of children and families through attending life changing activities at The Ranch!

Sincerely,

Mary O'Gara

Mary O'Gara

President, Flagler Palm Coast Kiwanis Foundation

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

January 26, 2022

The **Trinity Presbyterian Church Service & Outreach Committee**, put our support behind the work that Whispering Meadows gives through Equine Therapy. As our nation and county addresses mental health and therapeutic solutions, this organization, Whispering Meadows, has been a leader in Flagler County in providing alternative tools for mental health wellness.

Unlike traditional "in office" solutions the Whispering Meadows' solution brings the natural beauty of the *outdoors*, the strong and gentle *movement* of the horse, and an unconditional, non-judgemental *love* from the horses and volunteers.

Our service and outreach committee monetarily supports this mission for several years. We visit annually to ensure that our tithes, talents, and time are in line with Whispering Meadows needs. Their outcomes in providing mental health services to their patients are proven by testimonials and client wellness.

Flagler County is different from any of our surrounding communities because we value, and take action into, maintaining and preserving our outdoor natural beauty. The atmosphere at Whispering Meadows reflects Flagler County's beauty of our outdoor experience. Whether you are a client or the person who brought you to the ranch, you will also feel a dose of good "mental health" after leaving.

I support this business in word, and by donation. By doing this you, Flagler County, will have something too. A wellness center for mental health therapies.

In Christ and Community Service,

Kelli Jebbia

(Cell) 386-931-9090

kfjebbia@gmail.com

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

Dear Flagler County Commissioners,

Feb 2, 2022

People of all ages and all disabilities have found a new home here at Whispering Meadows Ranch. It acts to fit the needs of those with disabilities including cerebral palsy, down syndrome, PTSD, autism, and is open to serving those with other disabilities as well.

It is a beacon in the community for those with disabilities as there are not many services for the mentally and physically disabled between St. Augustine and Orlando, FL.

There is nowhere for these patients to go, their parents are working and cannot provide transportation to distant cities, and behavioral therapy does not always work. Whispering Meadows gives them an outlet where they can freely express themselves, learn, and connect with horses. Additionally, it provides the disabled patients that may have comorbidities such as obesity or mood disorders as the ranch encourages exercise on or with the horses, enjoying time outdoors, and emotional connections with the horses.

Overall, the ranch increases the wellbeing of the community emotionally, mentally, physically, spiritually, and socially. It also provides services for an otherwise underserved population in the area. Whispering Meadows depends strongly on the community to take action, volunteer, and come together for a great cause. As a volunteer myself, I felt welcomed, engaged, and learned a lot about the horses and the population Whispering Meadows strives to serve. Seeing firsthand the lives that Whispering Meadows has impacted is truly an unforgettable experience.

Thank you,

Johnathan Azar
FSU College of Medicine

RECEIVED

FEB 09 2022

**Flagler County
Planning & Zoning Dept.**

To Flagler County Commissioners:

January 28,2022

My name is Alix Sutcliffe and I am a Board Certified Behavior Analyst from Tampa, Florida. I am writing this letter in support of Whispering Meadows Ranch. As a BCBA who works with children with developmental disabilities, I know first-hand how important it is for children to learn and develop social and emotional skills through equine-assisted activities.. Through the guidance of mentors in their community, I've seen the children of Whispering Meadows learn behaviors vital to their growth that have increased their independence and helped support their overall development.

It is important for me to stress in this letter that while from the outside the perception of such a Ranch may seem like a hobby to others when, in fact, it is a refuge for families with children that have not been accepted anywhere else.

It would be a disservice to the community to diminish the importance of such a program that historically has only provided a greater good to the community as a whole. While Flagler continues to develop and grow, as cities do, let us not forget the importance of taking care of the people in it.

Sincerely,
Alix Sutcliffe, M.S., BCBA

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FEB 09 2022

**Flagler County
Planning & Zoning Dept.**



VICTIM'S SERVICE COALITION OF THE 7TH CIRCUIT

November 30, 2021

Dear Whispering Meadows Ranch,

Thank you for hosting our Advocate Retreat and providing our members with a tour of your program. It was inspiring to witness all you have built and see firsthand the amazing work you do for your community. Please see the attached page for individual comments from the advocates' about their experience.

Alternative therapy programs are a much needed resource for the advocacy community and we are excited to add your program to our referrals. We look forward to working with you in the future.

Thank you again for your generosity and all you do. Your team is awesome and very much appreciated!

Sincerely,

Victim's Service Coalition 7th Judicial Circuit

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FEB 09 2022

Flagler County
Planning & Zoning Dept.

FROM THE DESK OF

Susan Conochalla

February 1, 2022

Flagler County Commissioners
Flagler County Administrative Building
1769 E Moody Blvd
Bunnell FL 32110

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

Dear Commissioners,

I am honored to offer this letter of recommendation for one of Flagler County's most impactful and important non-profits, Whispering Meadows Ranch.

My name is Susan Conochalla. I have been volunteering my services - organizing the office and craft spaces, cleaning tack, feeding horses, maintaining the grounds, and communicating with the clients - on a weekly basis for about eight months. I grew up around horses, 4-H, U.S. Pony Club Association, and various non-profits and team settings so Whispering Meadows Ranch felt like a natural fit.

Because the Ranch works with young men and women who have special needs and disabilities as well as those that have served our country in the armed forces in tough situations the peaceful, secluded environment is the perfect setting to offer equine-assisted programs. Horses are naturally very intuitive animals so they can sense the needs of the clients and help build trust and confidence. These equine-assisted services provide therapy through riding, mentorship opportunities, and a sense of community - for both horse and rider!

From the moment I drove up to Whispering Meadows Ranch I knew it was a special place: Mr. and Mrs. "D" (Davis), Kristine their daughter, and all of the many volunteers selflessly give of their time and their selves to make sure the young men and women who come there every day have the best experience they can have in a loving, caring place. And the horses are no different. They are loved and well-cared for, too (and they know it).

Flagler County needs to ensure that young men and women with special needs and disabilities or who have honorably served our country have a safe haven to retreat to even if it's for just one day a week or one weekend out of the year. Flagler County needs more people like Mr. and Mrs. D, Kristine, and the Ranch volunteers. Flagler County needs more organizations like Whispering Meadows Ranch.

Respectfully,

Susan Conochalla

Flagler County Commissioners,

I am writing on behalf of Whispering Meadows Ranch. In this letter, my hope is to be able to provide two different but intersecting perspectives as to why this program is not only important to me, but important to our participants.

I will first speak to you as a graduate student, and then I will speak to you from a personal level.

I am a student at Florida State University, pursuing my Master's of Social Work, and my primary career goals are to work closely with people with disabilities in the areas of clinical practice, as well as policy. I am completing my first internship/field study required in my program of study with Whispering Meadows, a ranch that utilizes equine assisted learning for those with disabilities.

As I began the process of finding a placement, I realized quickly that it was going to be a challenge because Flagler County does not offer or provide many, if any, opportunities or services for those with disabilities. However, I was not willing to settle for something that I am not truly passionate about, so I continued searching, and luckily, I was embraced by Kristine and Mr. and Mrs. Davis when I discovered Whispering Meadows Ranch. Whispering Meadows offers the rare, but vital opportunity for students such as myself to interact with and impact a population that is far too often marginalized, overlooked, and invisible: those with disabilities. The lack of services for those with disabilities in Flagler County astounds me, and if this program were to be dismantled, the repercussions of this loss would be profound for the community.

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FEB 09 2022

**Flagler County
Planning & Zoning Dept.**

You may be asking yourself: “How can she be so sure that the loss of this program would be detrimental?” and I can tell you how I know this: because I have physical disability myself, as well as mental health challenges. My experience as a person with a disability is the very reason I chose to pursue a career in social work. I have firsthand knowledge and experience of what it is truly like to be a person with a disability in today’s society, and it is difficult. More than anything, I yearn to let those with disabilities know that they are not alone, and to let them know that somebody *sees* them. I want this for others because I have often felt utterly invisible, and that is a terrible feeling that nobody should ever feel.

Most of the time, when I attempt to share my experience as a person with a disability with others, they are quick to assume that because I am affected physically, that must be the hardest part: overcoming my physical challenges to be as independent as possible. While it is true that my physical limitations pose challenges, nobody ever considers the emotional or psychological toll that having a disability, nature notwithstanding, takes on you. I have spent my entire life fighting to find my worth. Not only to find it but to hold on to it. I have cried endless tears over feeling like a burden to those around me and to society at large. I have learned to make myself small, learned to be quiet, learned to be as invisible as possible so that I am not an inconvenience to others. *If nobody knows I am here, nobody can hurt me.* I am sure that beginning to change this will be a lifelong battle for me because these sentiments are almost automatically imposed upon those with disabilities in today’s society, and they are enduring. I feel as though it is necessary to share my raw experience, because only then will you be able to understand why Whispering Meadows and what they do is so incredibly precious to me and to others. The program is, first and foremost, for the sake of our participants, however, this program has irrevocably changed *me*.

only place I have ever felt safe is with my immediate family. I have trouble trusting others. I am always on guard, always quick to apologize, always quick to *shrink*.

This all began to shift the first day I visited Whispering Meadows Ranch. The ranch is the only place I feel genuinely safe that is not with my family, as mentioned earlier. It is a place of peace. A *sanctuary*. A place of the purest acceptance I have ever known. A place, where in a society fraught with judgement, prejudice, injustice, and darkness, I find a light. I can promise you that I am not the only one who feels this way. The participants I work with, as well as their families feel this way, too. They would all tell you this too if they could. If they were given the opportunity. Whispering Meadows is the only safe place our riders have. A safe place to be who they are, challenges and all. But until all the participants in this program are given the voice they deserve, I will be their voice. I implore you to not only *hear* me but *listen* to me. Please do not take this away from us. Please do not take this away from *them*.

Thank you for your time and attention.

Most sincerely,

Briana August Schubert

Briana Schubert

February 1, 2022

RECEIVED

FEB 09 2022

RE: Whispering Meadows Ranch

Flagler County
Planning & Zoning Dept.

Dear Sirs:

It was October 2013. My husband and I had just moved into Palm Coast. I saw an advertisement in the Palm Coast Observer regarding a Fall Festival at Whispering Meadows Ranch.... just the thing to do on a beautiful fall day. That was our first introduction to Whispering Meadows Ranch.... we have not left since! Upon meeting the Davis family, seeing the beautiful trees on the grounds, the horses, all the incredible surroundings, and most of all – the sense of peace that permeates 5011 John Anderson Highway – we knew we wanted to volunteer there. It didn't matter what we'd do, if we could somehow simply become an active part of such a special, amazing place.

I am at the ranch volunteering several times each week – it still doesn't matter to me what I'm asked to do....be it cleaning the field of "horse muffins", setting up for a lesson, exercising a horse, grooming a horse, helping a client with whatever is needed, cleaning equipment.... you name it – I'll do it, if I'm physically able to.

My husband John helps with special events and projects – has built numerous shelves, and other items used in lessons. These activities are in addition to being behind the bar-b-que grill many times. He also participates with the "work group" of young people that come on Monday mornings. My husband has currently serves on the board of directors, and has, for the past two years.

Why, you may ask, do we spend hours at the ranch each week? In addition to the above mentioned, I have witnessed a five-year-old autistic child say their very first words while on a horse. I have seen a mom shed tears of joy at the progress her child is making – the increased verbalization, posture, muscle tone, comprehension, self-confidence – to mention only a handful of successes. Most people have no difficulty whatsoever to cross the middle of their body with either hand. This in itself, can be a challenge for many people with disabilities. Even seeing a client gain the ability to cross midline is huge. Think of how very many times you cross the middle of your body each day doing simple tasks.... now think about being unable to do so.... Whispering Meadows helps so many people in so many ways.

The mentor program deserves mention. Struggling with so many issues, these (usually teens) come, initially looking like they don't even want to be there.....they may not say more than a word or two....yet they do come back, week after week, and you gradually see them emerge from that dark place shell they had been in.

I've seen wheelchair bound individuals (with four volunteers helping) get on the back of a horse. The horses are incredible. They have a 6th sense humans lack. Their behavior is impeccable, and the client's balance and motor function slowly improve with the consistent, patient, encouraging, individualized therapy provided at Whispering Meadows Ranch.

Another very important thing I must mention is the kindness and respect shown to everyone! As a volunteer, the Davis family never forgets that we are volunteers, there of our own desire. They always

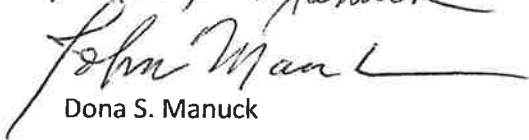
thank us each time we leave, while I personally thank them for letting me help. When a client dismounts, they are reminded to thank their horse, and their volunteer helpers.

Remember that sense of peace I mentioned feeling the first time we visited....it is still there. I can start breathing it is as I drive into the driveway.

Whispering Meadows is such a special, unique place in our troubled world. Please permit it to continue to grow and help others.

Please contact me if you have any questions or would like additional feedback or information. Thank you for your time.

Sincerely yours,



Dona S. Manuck

John Manuck

49 River Trail Drive

Palm Coast, FL 32137

386-225-4000

February 2, 2022

To Flagler County Commissioners and Staff

Re: Continuity of Whispering Meadows Ranch

As a resident of Flagler County I am writing to thank you for your ongoing efforts to ensure that Whispering Meadows Ranch's service to those with special needs, veterans as well as the educational community, continues uninterrupted. As you know, this non-profit organization has gracefully served the Flagler County area for 13 years with their equine therapy programs—changing, enriching and uplifting lives throughout that time.

As the county assists 'The Ranch' in its potential relocation to the State-owned land near the County Fairgrounds, I urge the Flagler County Commissioners to listen to their community, their constituents and their hearts and do everything possible to aid The Ranch so its important outreach programs continue to be available in Flagler County long into the future.

Richard & Helene Davis and Kristine Aguirre (aka the Davis family) have continuously served the special needs community and veterans for 13 years as a non-profit organization. As a volunteer with the equine therapy program, I have seen life-changing events and personal growth in so many of the participants. More than once I have been told by a parent that The Ranch is the one bright spot in their child's week—that it is the one place where no one judges and everyone smiles. The privacy of the location, as well as the gentleness of the Davis family, volunteers, and "equine staff" are all key to the Ranch's ability to make a difference. Please assist the Ranch so that its new location will be as serene and private as the current Ranch location as this is of utmost importance for all the very special participants.

Thank you in advance for ensuring that this valuable one-of-a-kind program will be available in Flagler County in the future.

Sincerely,

Ruth Leskovich
646 Elk River Dr.
Ormond Beach, FL 32174
412.877.3106

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

February 2, 2022

To Flagler County Commissioners

Re: Whispering Meadows Ranch Programs for Special Needs Individuals

As a resident of Flagler County, I am writing to urge the County to do everything in its power to enable and ensure the programs at the non-profit Whispering Meadows Ranch continue long into the future. As the potential site near the County Fairgrounds is studied, please keep in mind that programs offered at the Ranch are truly unique and offer life enriching possibilities for its participants (as well as the volunteers!). Flagler County should be honored that this 13-year-old non-profit organization has been located within their borders.

On Monday mornings each week, the 'Ranch' offers a unique opportunity for special needs individuals who have 'aged out' of any school programs the County offers. During this Monday morning time, the participants enjoy a morning of Ranch chores, camaraderie and laughter as they come together as a team and continue to learn work skills, task completion and social interaction. As the participants know, "Teamwork Makes the Dream Work" -- and Monday mornings at the Ranch are filled with this enthusiasm. This program is one of the few enrichment opportunities for our post-school age special needs individuals.

Please ensure the continuation of the 13-year old non-profit Whispering Meadows Ranch programs by enabling and assisting the required relocation to a new site. Without programs such as the Monday morning work skills program at the Ranch, Flagler County would suffer the loss of a one-of-a-kind community service.

Sincerely,



Ruth Leskovich
646 Elk River Dr.
Ormond Beach, FL 32174
412.877.3106

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FEB 09 2022

Flagler County
Planning & Zoning Dept.

To Flagler County Commissioners:

I have been volunteering at Whispering Meadows seasonally for about 4 years. Our riders seem so happy and proud when they ride. They seem to forget their challenges. The parents will often declare the improvements in both the physical, mental, and emotional departments.

Our riders feel a sense of pride and dignity because they can manage a horse and learn our patterns. The horses offer the kids and adults alike non-judgmental affection as do the staff and volunteers. There are many smiles and hugs around here and all parties benefit. I think this is a great community resource.

The owners and staff are well trained, even certified, in what they do and the horses are specially trained too.

Sincerely,
Ken Verbin,
Volunteer

To Flagler County Commissioners,

When I moved to Florida after teaching for 25 years as a special education, I looked for a place to support kids as a volunteer. A friend told me what a contribution Whispering Meadows has been for her and the students. As a volunteer at the Ranch, I've learned so much about both horses and the benefit to special children. I've noticed both growth and shifts into more joyful energy while they participate in lessons. Following safety protocols, they also keep it as safe as possible for all involved. The lesson instructors appear very well trained. Overall, it's such a nice contribution to the whole community - volunteers and kids alike.

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

Sincerely,

Cathleen Connor, volunteer

1-26-22

To: Flagler County Commissioners:

As a volunteer at Whispering Meadows Ranch for the past 14 months, I am very impressed with the good work that is being done for the people who take riding lessons and also work with the horses. The students range in age from 5 years through adult work and they are all very happy to be able to come to Whispering Meadows. The ranch provides an opportunity to work with horses in various capacities with talented supervision and then the students learn a variety of skills.

Before volunteering at Whispering Meadows, I owned a horse farm with up to 33 horses on 12 acres from 2000 until I sold the English horse farm, took students to clinics, had the mares and sold the work. Whispering Meadows is a wonderful opportunity for all the students.

Lynne Smith

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

Feb 1 2022

Dear Flagler County Commissioners:

I have been a volunteer with the Whispering Meadows Ranch for 6 months. I wanted to volunteer where I felt I was making a difference with children. The reward of volunteering here has been much more than I imagined!

I have seen kids gain confidence and feel good about their accomplishments and their smiles brighten my day.

The nurses and instructors are very caring & compassionate people. They are doing wonderful things in our community. The volunteers go through a very thorough training process and take every safety precaution necessary to ensure a safe environment.

It would be a huge disservice to the children if this worthwhile program is discontinued.

Erain Nesbit
Volunteer WMR

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FEB 09 2022

Flagler County
Planning & Zoning Dept.

January 2022

To the Flagler County Commissioners:

In 2020 I retired from a career in teaching. I was a physical education teacher for 38 years. My master's degree specializes in Adapted Physical Education. We have homes in Wallingford, PA and Ormond Beach. Since we spend every other month in Florida, my husband went on the hunt for things for me to do.

We struck gold with Whispering Meadows Ranch! I grew up raising horses and teaching riding lessons. For me this has been a Godsend! Not only do I get to be around horses and children but I get to be a part of something wonderful! I have seen children make real strides in balance and confidence. The instructors are superb and even though I had a lot of experience, I have learned so much. It feels so good to be a part of something so important.

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Flagler County
Planning & Zoning Dept.

Thank you!

Cathy Baldwin Pirie

1-31-21

Dear Flagler Co Commissioners,

The Ranch is a very peaceful loving environment for those in need. there truly is no other place like this available like it for special kids in need. this is the only place we have found that can even work with my son. their patience and understanding is like no other. the open natural environment is calm, soul soothing, and much needed for children like my child. He has made many friends and even some we would consider as family, here at the Ranch, we consider this place a huge blessing for @ Flagler County. there are very limited resources, and this is the only one that works for us. We have been coming to the ranch for over 6 years. We would be totally devastated without the ranch as a resource. Thank you for taking the time for our letter.

Sincerely,
Nicole Cooper

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FEB 09 2022

Flagler County
Planning & Zoning Dept.

[Handwritten signature]

1/31/2022

Whispering Meadows Ranch provides much needed equine therapy for my three teenage autistic sons. This ranch with their professional and caring staff, as well as their horses, has given my boys the opportunity of independence with riding, freedom from all anxiety during each 30 minute session. Pure joy my boys emanate before, during and after each riding lesson. Without this weekly equine therapy session, each child does fall back into bouts of anxiety and ~~social~~ social dilemmas. I cannot imagine life without these equine therapy sessions at Whispering Meadows Ranch.

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FEB 09 2022

Flagler County
Planning & Zoning Dept.

Tammy Van Tausch
parent
Stefan Christopher Eric
Van Tausch

Dear Flagler County Commission,

I brought my son Aaron to Whispering Meadows Ranch almost three years ago because we wanted to find an outlet for his ADHD and autism. The impact the Ranch has had on Aaron has been to instill confidence and a further sense of accomplishment. The joy of watching ~~me~~ ~~me~~ on 8 y/o control a 1500 lb animal is amazing! Doing things many adults don't do is inspiring and I would classify as wonderful. This Ranch and the joy and friendship of the staff and other children is to be treasured forever. We look forward to each and every time we come.

Bruce + Dana Robbins
Parents of Aaron.

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FEB 09 2022

Flagler County
Planning & Zoning Dept.

To the Flagler County Commission —

I know you have received many letters, emails, phone calls etc. mainly in support of Whispering Meadows Ranch. This amazing program has operated for 14 years with no complaints. You need to hear of the "miracles" that have occurred here. Miracles of non-verbal children speaking, strength in a child's core enabling them to walk or walk better. I don't know if you have visited here, but you must! My granddaughter started here 10 years ago, after a very challenging beginning to her life. 5 surgeries before her 1st birthday. She's ADHD, focus is almost non-existent, listening is difficult. But having "lessons" (therapy) have made a huge difference in her daily life, in school. The atmosphere is one of calm & beauty. All elements for improvement in the life of all who have participated in this therapeutic program. Please support WMR, so they can further improve the lives of young folks who face so many issues with life,

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Flagler County
Planning & Zoning Dept.

Toni Anderson
45 Bulow Woods Circle
Flagler Beach FL

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FEB 09 2022

Flagler County
Planning & Zoning Dept.

Feb. 5, 2022

Dear Commissioners:

I am writing to you in support of Whispering Meadows Ranch.

I found Whispering Meadows Ranch at a time when my 7 year old was becoming depressed at her inability to be like her classmates and the hours of weekly therapy she endured.

She has only been receiving therapy at the ranch for a short time but it has significantly change her attitude about her necessary therapies.

The staff her has embraced her as she is. They have, in a short time, cause her confidence and physical ability to soar.

I cannot express how important the ability to go to the ranch is to my little girl, diagnosed with

cerebral palsy,

Please make the decision to help all the staff and volunteers of Whispering Meadows ranch contribute to the success of all their clients while guiding them to become excellent citizens of our community.

Sincerely,



Susan Burcham

1562 Tuscaloosa Ave

Holly Hill Fl. 32117

(386) 295-7605

Dear Flagler County Commissioners,

2/2/22

My child has been coming to Whispering Meadows Ranch for a year because she has anxiety and depression. At the Ranch, my child has learned to have a calmness that is extremely helpful, particularly with her anxiety. She has also developed strength, posture and self control, which has improved her self esteem and her ability to take control of her emotions. The atmosphere at the Ranch is calm and peaceful, it makes my child feel safe and gives her the ability to focus on her issues to reach the goals she has set for her improvement with her behavior.

Sincerely,
Dishance Cough

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FEB 09 2022

Flagler County
Planning & Zoning Dept.

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

February 1, 2022

92 Ryan Dr.
Palm Coast, FL 32164

To the Commission Board:

We bought a home in Flagler county because of Whispering Meadows Ranch for our daughter who participated in Equine Therapy in Dayton, Ohio.

This is the only therapy like this in the county and the only therapy Olivia attends. It helps with her balance, core exercise, confidence — mind and body connection. She looks forward to each week to riding with her friends.

The activities are challenging and sometimes asks the student to come out of their comfort zone.

When they accomplish what is ask of them, it is a huge confidence booster.

There would be a big void in Olivia's life. Please support the Ranch without Whispering Meadows. Parent - Vicki J. Shasure

Adrienne Bean
208 Beechwood Ln
Palm Coast FL 32137
904-600-2231

RECEIVED

FEB 09 2022

Flagler County
Planning & Zoning Dept.

1/31/22

To Whom It May Concern:

I began bringing my grandson to Whispering Meadows Ranch after a referral from St. Augustine Youth Services in 2021. There's been a remarkable change in his behavior and his schooling has improved. I had looked for any type of program that would be able to help him in any way for years.

The Ranch is an extremely important asset to Flagler County. Through all my research looking at various ways to help my grandson, the Ranch is the only local facility to offer any of the services he receives in Flagler County. I don't understand why anyone would want to take this not only away from the children, and others it helps, but also out of our own county. The citizens of our county should not have to travel an hour or more for any type of beneficial services to our community.

The Ranch should be appreciated for what it has to offer; the staff is exceptional and his sessions are a huge treat to him. As a child, he loves the people and the horses while not even realizing the benefits of his hard work. He has changed so much for the better. Isn't that what every parent, grandparent, anyone should want for the community they live in?

Flagler County represents itself as a tight community that cares about its residents. To take something away that helps the citizens of our county improve, which in turn will improve our community is outrageous.

Sincerely,
Adrienne Bean

Dear Flagler County Commissioners,

January 30, 2022

My name is Juan Pita and my son Joey has been a recipient of Equine therapy over at Whispering Meadows Ranch. My son suffers from cerebral palsy and before attending the therapy sessions at the ranch would use a walker to get around and go anywhere. It is hard to put into words what the effect his time at Whispering Meadows had on him. Kristine along, with her professional staff and volunteers, changed my son's way of life to the point where he no longer uses his walker and his balance has increased so much.

My wife and I moved to the Fort Myers area about a year and a half ago and until today we have not found the resources in the area that can provide the services that Joey needs and that Whispering Meadows provided. We feel so strongly in the progress that Joey made with Kristine that we are in the process of looking for me to transfer my job to Volusia County again not only to get Equine therapy but also other therapies not found in Lee County. (I.e. Aquatic Physical Therapy for a child his age.) The type of service The Ranch provides is unfortunately not easily found due to lack of resources or employees so it would be a shame to have to lose one of the few places that provides such great help to the community and our children.

We hope all can be resolved and the Whispering Meadows Ranch can stay where they are at for many years to come.

Thank You for your attention

Juan and Diana Pita

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Flagler County
Planning & Zoning Dept.



Dear Kristine,

Thank you for your willingness to serve as a Field Instructor for MSW@Denver. On behalf of the Field Placement Team, we look forward to working with you this year!

Tessa Schuster, a Concentration Year student, has been approved and **confirmed for placement** at your site. The student has been informed of this confirmed placement assignment and should already be in contact with you to complete necessary clearances (e.g. background check, fingerprinting, etc.) and to schedule an official start date. I encourage you to begin the clearance process as soon as possible so as not to delay the student's ability to begin on time.

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MSW@Denver Concentration Year Placement Logistics:

- 12.5 hours per week
- 500 hours minimum
- 1 hour of individual supervision from their Field Instructor each week

MSW@Denver Point of Contact:

I will remain your point of contact until your student begins their placement. If any changes occur that may impact the placement, or if you have any questions, please do not hesitate to contact me.

When the student's quarter begins, they will be assigned a faculty Field Liaison whose role is to provide support and ensure that learning objectives are met. This Field Liaison will be your point of contact with MSW@Denver moving forward. The assigned Field Liaison will contact you within the first few weeks of the student beginning placement and will work to ensure that the placement is proceeding as expected.

Required Field Supervisor Training:

One way for us to offer support to you as a field supervisor is to provide a one-time, 2-hour basic field supervisor training, and we require that all supervisors, both MSW and Task,

participate in this training.

Field Supervisors have the option of taking this training in an online format or in-person. The in-person training will be offered at the Graduate School of Social Work. Supervisors may select from a number of in-person training dates, or may opt to complete the online training. Please use the link below to register:

https://udenver.qualtrics.com/jfe/form/SV_6Gr68X834RGHIT7

Our Field Manual can be found at the following link: <https://portfolio.du.edu/>

Our Field Manual can be found at the following link: <https://portfolio.du.edu/GSSWStudentResourcePortal/item/517775>.

Please note that this manual includes information regarding all University of Denver Graduate School of Social Work programs, so please pay keen attention to MSW@Denver-specific information.

We look forward to an exciting and rewarding year of Field Education. Thank you again for your commitment to this educational partnership and for your support of future social workers. It has been a pleasure working with you to confirm this student's placement!

Regards,

Nichole Pedersen

MSW@Denver Placement Specialist

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