

RESOLUTION NO. 2017- 382

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE ST. AUGUSTINE R/C FLYERS TO GRANT A CONDITIONAL NONEXCLUSIVE USE PERMIT TO ALLOW UA OPERATION FOR HOBBY OR RECREATIONAL PURPOSES ON A PORTION OF COUNTY PROPERTY KNOWN AS PHASE 1 OF THE TILLMAN RIDGE LANDFILL SITE.

WHEREAS, the St. Augustine R/C Flyers seeks to enter into an agreement with St. Johns County, FL for nonexclusive use of Phase 1 of the Tillman Ridge landfill property.

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed agreement/contract; and

WHEREAS, entering into the proposed agreement with the St. Augustine R/C Flyers best serves the interests of the County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:


Section 1. The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners ("Board") authorizes the County Administrator, or designee, to execute an agreement with the St. Augustine R/C Flyers in substantially the same form and format as attached hereto, on behalf of the County, for nonexclusive use of Tillman Ridge Landfill, Phase 1 property.

Section 3. To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of NOV 2017.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**



CHAIR

ATTEST: HUNTER S. CONRAD, CLERK

RENDITION DATE 11/22/17

By: 

DEPUTY CLERK



Allen Nease Rd



Public Works

Solid Waste Department Tillman North Boundary

500 250 0 500 Feet



1 inch = 300 feet

Aerial Photograph 2013

ST. JOHNS COUNTY
CONDITIONAL NONEXCLUSIVE USE PERMIT
(Hobby/Recreational Use of a Small Unmanned Aircraft)

Effective August 29, 2016, anyone who owns an unmanned aircraft (UA) of a certain weight must register with the Federal Aviation Administration's Unmanned Aircraft System (UAS) registry before they fly outdoors. People who do not register could face civil and criminal penalties. Additionally, effective July 1, 2017, the State of Florida adopted the Unmanned Aircraft Systems Act. By executing this Permit, the Permittee acknowledges that he/she is both familiar with applicable federal and state regulations governing the use of UAs and that he/she agrees to fully comply with all local, state and federal regulations governing the use of recreational UAs.

The Board of County Commissioners of St. Johns County, Florida (County) hereby grants this Conditional Nonexclusive Use Permit (Permit) to St. Augustine R/C Flyers (Permittee) to allow UA operations for hobby or recreational purposes on a portion of County property known as Phase I of the Tillman Ridge Landfill Site (Landfill), subject to the following terms and conditions:

1. Permittee's UA operations shall be restricted to the area known as Phase I of the Landfill, more specifically described on Exhibit A, attached hereto and incorporated herein.
2. Permittee's UA operations at the Landfill shall be limited to hobby or recreational purposes only.
3. In accordance with section 934.50 of the Florida Statutes, Permittee shall not use an UA equipped with an imaging device to record an image of privately owned real property or of the owner, tenant, occupant, invitee or licensee of such property with the intent to conduct surveillance on the individual or property captured in the image in violation of such person's reasonable expectation of privacy without his or her written consent.
4. Prior to operating any UA at the Land, Permittee, at Permittee's sole cost and expense, shall secure any and all required permits, licenses, registrations and/or approvals required by local, state and federal law, ordinance, rule or regulation governing the recreational use of UAs. Permittee shall maintain any such permits, licenses, registrations and/or approvals for the duration of this Permit.
5. Permittee's UA operations at the Landfill shall be conducted from 9:00 a.m. through 4:30 p.m., on Monday through Sunday.
6. Permittee shall not assign, transfer, and/or sell any of the privileges noted in, or associated with this Permit. Any attempts by Permittee to assign, transfer, and/or sell any of the privileges noted in or associated with this Permit shall result in an automatic revocation of this Permit with no further action required by the County.
7. Permittee expressly understands that any activity by the County at the Landfill takes priority to the privileges described in this Permit.
8. Permittee shall provide the County no less than 24 hours prior notice of any intended UA operations at the Landfill.

9. Permittee shall park only in those areas of the Landfill specifically designated for vehicle parking.
10. Permittee shall maintain the Landfill in a clean and safe a condition by disposing of all trash and debris in appropriate onsite receptacles. No UAs or UA accessories shall be stored at the Landfill. The County assumes no liability for the loss, damage or destruction of any UA or UA accessories.
11. Permittee is to notify the St. Johns County Parks and Recreation Department of any proposed projects that would affect the use of the property and the St. Johns County Parks and Recreation Department would then notify the Solid Waste Dept. for acknowledgement and approval.
12. If the permittee losses a UA or other related equipment occurs outside of the designated area, they should notify the Solid Waste Department as soon as possible for assistance in locating the item.
13. Permittee expressly agrees to hold harmless the County, along with its officers, employees, agents and authorized representatives, from any liability for injuries or property damage caused by or arising from Permittee's use or operation of any UA at the Landfill flying the electric model aircraft. No liability attaches to the County as a result of County granting this Conditional Use Permit to St. Augustine R/C Flyers. Supplemental to this Conditional Use Permit, St. Augustine R/C Flyers must execute the attached and incorporated Holds Harmless Statement.
14. Permittee shall comply with, and abide by, all applicable laws, rules, regulations, orders, and policies, of the County, State, and Federal governments. Permittee shall also abide by all rules, regulations, standards, and/or directives issued by authorized Landfill personnel, or by the County Administrator, or the Board of County Commissioners of St. Johns County, Florida
15. Additionally, whether mentioned or not, Permittee shall stay clear of any, and all, methane pipes/vents that may protrude from any part of the Landfill. Moreover, St. Augustine R/C Flyers shall notify the County within twenty-four (24) hours of detecting or observing any surface subsidence, pooling of storm water on the surface, or any damage to any structures located where St. Augustine R/C Flyers uses or operates the electric model aircraft.
16. This Conditional Use Permit shall be effective from, and after, October 1, 2017, until and through September 30, 2022. It may be renewed on an annual basis by the County Administrator. **However, please note**, that this Conditional Use Permit may be revoked, terminated, or cancelled at any time, for any reason, or for no reason. Upon the County providing notice (either written or verbal) to St. Augustine R/C Flyers, the permission and privileges contained and expressed in this Conditional Use Permit shall immediately cease. Also, **please note** further, that the County Administrator may decline to renew this Conditional Use Permit, for any reason, or for no reason. If the County Administrator declines to renew this Conditional Use Permit, then the permission and privileges

contained and expressed in this Conditional Use Permit expire and cease immediately upon the natural termination/expiration of this Conditional Use Permit.

- 17. This Conditional Use Permit does not create any express, or implied, third party benefits to any individual or group of individuals.
- 18. This Conditional Use Permit shall not be assigned, transferred or sold.
- 19. Any amendments or modification to this Conditional Use Permit shall be in writing and executed by the County Administrator, or duly authorized designee.
- 20. All notices to either the County or Permittee (that are related to termination and/or amendment of the Conditional Use Permit) shall be delivered by certified mail. All other correspondence may be delivered by hand or US mail, or by any other mutually accepted means. All notices (whether mailed, or delivered, or delivered by some other means (such as electronic delivery)) shall be directed and/or addressed to the following:

COUNTY:
 County Administrator
 500 San Sebastian View
 St. Augustine, Florida 32084

PERMITTEE:
 St. Augustine R/C Flyers
 500 Willow Walk Place
 St. Augustine, Florida 32086



The County approves this Conditional Use Permit, this _____ day, of _____, 2017.
 This Conditional Use Permit shall expire on September 30, 2022.

ST. JOHNS COUNTY

By: _____
 Signature

PERMITTEE

St. Augustine R/C Flyers accepts this Conditional Use Permit on this _____ day, of _____, 2017.

Authorized Representative
 St. Augustine R/C Flyers
 500 Willow Walk Place
 St. Augustine, Florida 32086

HOLDS HARMLESS STATEMENT

In addition and supplemental to the Conditional Use Permit, St. Augustine R/C Flyers specifically acknowledges, and agrees to the following:

1) The County shall have no liability to St. Augustine R/C Flyers with regard to any activities associated with the use, operation, or storage of electric model aircraft or any similar apparatus on any County Property, especially at Phase I of the Landfill.

2) St. Augustine R/C Flyers shall indemnify, defend, and hold the County harmless from, and against, all claims, losses, costs, suits, administrative actions, arbitration, originating from, incident to, connected with, or growing out of the use, operation, or storage of electric model aircraft or any similar apparatus on any County property, especially at Phase I of the Landfill.

3) To the extent that it is necessary for the County to secure an attorney in order to protect its interests, where associated with St. Augustine R/C Flyers's use, operation, or storage of electric model aircraft or any similar apparatus on any County property, especially at Phase I of the Landfill, the reasonable costs and expenses of such an attorney secured by the County, shall be the financial responsibility of St. Augustine R/C Flyers.

Dated this _____ day of _____, 201__.

St. Augustine R/C Flyers