

RESOLUTION NO. 2022- 304

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONDITIONAL USE PERMIT WITH ST. AUGUSTINE RC FLYERS, LLC FOR SPACE AT THE TILLMAN RIDGE TRANSFER STATION AT ALLEN NEASE ROAD.

RECITALS

WHEREAS, pursuant to Resolution No. 2015-175 and Resolution No. 2017-382, the St. Augustine RC Flyers, LLC have been using space at the Tillman Ridge Transfer Station, 3005 Allen Nease Road, Elkton, Florida, for hobby or recreational use of small unmanned aircraft in accordance with the terms, conditions, and provisions of the Federal Aviation Administration's Small Unmanned Aircraft Systems (UAS) Regulations and the State of Florida Unmanned Aircraft Systems Act; and

WHEREAS, the St. Augustine Flyers, LLC have expressed an interest in continuing their use of the Tillman Ridge Transfer Station and have submitted a Conditional Use Permit, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, renewing their agreement with St. Johns County; and

WHEREAS, this is a revocable Conditional Use Permit and the County can terminate the agreement with ninety (90) day written notice should a need be determined; and

WHEREAS, the County has determined that entering into this Conditional Use Permit will serve the interests and welfare of the residents of St. Johns County.

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

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

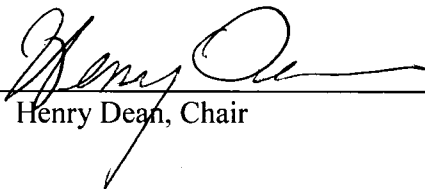
Section 2. The Board of County Commissioners hereby approves the terms of the Conditional Use Permit and authorizes the County Administrator, or designee, to execute said agreement.

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


Section 4. The Clerk of the Court of St. Johns County is instructed to file the original Conditional Use Permit in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of October, 2022.

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

BY: 
Henry Dean, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller


Deputy Clerk

Rendition Date 10/4/22



EXHIBIT "A" TO RESOLUTION

ST. JOHNS COUNTY
NON-EXCLUSIVE CONDITIONAL USE PERMIT
FOR USE OF COUNTY PROPERTY
(TILLMAN RIDGE LANDFILL)

THIS NON-EXCLUSIVE CONDITIONAL USE PERMIT (hereinafter referred to as "CUP"), is granted on this ____ day of _____, 2022, by **St. Johns County, Florida** ("County"), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, to **St. Augustine RC Flyers, LLC** ("Permit Holder"), a Florida limited liability company, whose address is 3005 Allen Nease Road, Elkton, Florida 32033, for non-exclusive use of a portion of Phase 1 of the Tillman Ridge Transfer Station, located at 3005 Allen Nease Road, Elkton, Florida 32033 ("Property"), as specifically depicted in Exhibit A, for hobby or recreational use of small unmanned aircraft in accordance with the terms, conditions, and provision contained herein.

1. **Term, Extension, and Termination.** The term of this CUP shall be effective beginning on October 1, 2022 ("Effective Date") through and until October 31, 2027 ("Expiration Date"), unless extended, earlier revoked, or terminated by the County as provided herein.
 - A. **Extension.** Within 60 calendar days prior to the Expiration Date (as extended), upon request by Permit Holder, the County may extend this CUP for one additional five (5) year term. Any such extension shall be granted in writing and at the County's sole discretion. While this CUP may be extended as provided herein, Permit Holder acknowledges and expressly understands that the County is under no obligation to extend the term of this CUP.
 - B. **Termination.** The County may terminate this CUP upon no less than ninety (90) days prior written notice to the Permit Holder. Such notice shall be in writing, and shall include the effective date of termination.
2. **Authorized Uses.** Permit Holder's non-exclusive use of the Property shall be limited to hobby or recreational use of small unmanned aircraft in accordance with the terms, conditions, and provisions of the Federal Aviation Administration's Small Unmanned Aircraft Systems (UAS) Regulations and the State of Florida Unmanned Aircraft Systems Act.
 - A. Permit Holder is authorized to operate at the Property daily (Monday – Sunday) from 7:00 a.m. until 6:00 p.m. Authorization to conduct any activities or events outside of the days and times provide herein shall require prior written approval by the County.
 - B. For each scheduled activity or event, upon request by the County, Permit Holder shall provide a safety plan, which includes, but is not limited to, a site plan with ingress and egress points along with plans for parking, crowd control, security personnel, signage and additional restroom facilities. Each safety plan shall be reviewed, revised as necessary, and approved by the County. Permit Holder's failure to adhere to any safety plan approved by the County may result in revocation of this CUP as solely determined by the County.
 - C. Permit Holder's use of the Property shall comply with the terms, conditions and provisions set forth the in this CUP.

- D. Permit Holder acknowledges and expressly agrees that any failure to comply with the terms, conditions and provisions contained in this CUP may result in immediate revocation of this CUP by the County, at the County's sole discretion.
 - E. Nothing contained in this CUP shall be construed to grant Permit Holder a leasehold or any ownership interest in the Property.
 - F. Permit Holder acknowledges and expressly agrees that, notwithstanding any term, condition, or provision contained in this CUP, the County's use and operation of the Property shall take priority over any use, activity or event authorized under this CUP. Accordingly, from time to time, in the interest of public health, safety and welfare, the County may be required to restrict Permit Holder's access to the Property. In such events, the County shall provide reasonable notice to the Permit Holder of any necessary changes to the authorized days or hours of operation.
3. **No Fly Zone.** The Tillman Ridge Transfer Station, the BMX Track, and the PAL Sports Field are to be considered No Fly Zones for the safety and security of all persons and facilities located in these areas. Unmanned aircraft are forbidden to fly over these areas during activities by the other tenants.
4. **Surrender of the Property.** Upon expiration, termination or revocation of this CUP, unless otherwise agreed in writing, Permit Holder shall, within twenty-four (24) hours, remove all personal property from the Property and surrender all keys or security access codes. If Permit Holder fails to comply, Permit Holder shall be liable to the County for all costs incurred in the removal of such personal property and replacement of all keys, locks and security access codes.
5. **Permit Holder's Obligations.** For the duration of this CUP, Permit Holder shall provide to the County a copy of the following annually, or upon request by the County:
- A. a copy of its bylaws;
 - B. a list of its officers with current contact information;
 - C. a list of the names and address of all members;
 - D. a point of contact to receive notices from the County; and
 - E. proof of adequate insurance.
6. **Parking/Driving.** All parking and driving shall be limited to only those areas designated by the County and should be kept to a minimum. Damages such as potholes, channels, or ruts caused by driving and/or parking on the property, shall be repaired by Permit Holder. Overnight parking is strictly prohibited.

7. **Gate at Allen Nease Road.** For safety and security purposes, and to discourage unauthorized use of the BMX track, the gate located off Allen Nease Road must be kept closed at all times unless a representative of Ancient City BMX is present at the BMX track.
8. **Utilities.** Permit Holder shall be solely responsible for all costs and expenses associate with Permit Holder's water consumption on or at the Property.
9. **Permit Holder Responsibilities.** Permit Holder shall maintain the Property in a clean and safe manner by:
 - A. Placing all trash, garbage and other debris in trash receptacles at the residential drop off containers after each use;
 - B. Unless otherwise authorized in advance by the County, removing all equipment and personal property after each use (including but not limited to campers, recreational vehicles, passenger vehicles, trailers, sheds, tables chairs, and concessionaire stands);
 - C. Preventing any damage to grassy or sodded areas;
 - D. Avoiding all digging, trenching, piping, and redirecting or otherwise altering the flow of any onsite water;
 - E. Avoiding the installation or placement of any lights; and
 - F. Avoiding any vents, pipes or other County-owned infrastructure located on or at the Property; and
 - G. Promptly notifying the County of any hazardous or unsafe condition discovered on or at the Property. Permit Holder shall report any such conditions to John Benton, Solid Waste Manager, at 209-6982 or jbenton@sicfl.us.
10. **St. Johns County Responsibilities.** St. Johns County shall have no duty to perform any maintenance or make any repairs or improvements to the Property to accommodate Permit Holder's use of the premises.
11. **Improvements.** An inventory of improvements located on or at the Property has been completed and is attached hereto as Exhibit B. For the duration of this CUP, Permit Holder shall have on-going obligation to update the inventory to reflect any changes. Such updates shall be provided to the County within thirty (30) calendar days of any changes on or at the Property.
 - A. Permit Holder shall not make or cause any improvements to the Property unless authorized in advance in writing by the County.
 - B. Unless otherwise agreed in writing by the County and the Permit Holder, any improvements permanently affixed to the Property shall be owned by the County.

- C. Unless otherwise agreed in writing by the County and the Permit Holder, all authorized improvements to the Property shall be at the Permit Holder's sole cost and expense, including but not limited to the cost and expense of design, construction, permitting, demolition and removal.
 - D. The County shall not be liable for, and is under no obligation to authorize, approve, construct, secure, maintain repair or replace any improvements to the Property.
12. **Signage.** All signs (including temporary banners and flags) located on or at the Property shall be authorized and approved by the County prior to placement. Permit Holder shall be solely responsible for maintaining all authorized signage in good condition and repair. Any unauthorized signage placed on or at the Property may be removed by the County without notice to Permit Holder.
13. **Periodic Inspections.** From time to time for the duration of this CUP, the County shall inspect the Property to confirm Permit Holder's compliance with the terms, conditions, and provisions contained herein.
14. **Indemnification.** Permit Holder shall fully indemnify, defend and hold harmless the County, its officers, employees, and agents, against all claims, demands and liabilities for personal injuries (including death) and damages to property (real and personal) caused by or stemming from Permit Holder's use of the Property.
15. **Insurance.** For the duration of this CUP, Policy Holder, at its sole cost and expense, shall secure and maintain comprehensive general liability insurance, naming the County as an additional insured, with minimum limits of one million dollars (\$1,000,000) per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. The liability policy shall include a waiver of subrogation in favor of St. Johns County. Permit Holder shall furnish proof of insurance to the County upon request. Permit Holder shall not cancel or make any material changes to its insurance coverage without written approval by the County. The County Administrator shall be authorized to modify the insurance requirements contained herein upon no less than sixty (60) days prior notice to Permit Holder. Permit Holder's failure to maintain adequate insurance as provided herein shall result in the County's revocation of this CUP.
16. **Permits and Licenses.** In accordance with applicable law, rule, regulation, ordinance or policy, to the extent that Permit Holder, its members, visitors or any person whosoever that may be using or visiting the Property, are required to secure and maintain any additional registration, permit, license or certification to participate in any event or activity on or at the Property, then Permit Holder, its members and visitors, at their sole cost and expense, shall be responsible for securing and maintaining such additional registration, permit, license or certification and agrees to fully comply with all local, state and federal regulations governing the use of recreational UAs.
17. **Non-Discrimination.** In accordance with applicable local, state and federal law, Permit Holder, together with its officers, employees and agents are prohibited from discriminating based on race, color, religion, sex, national origin, age, disability and genetic information (including family medical history) in conducting any program or activity on or at the Property authorized under this CUP. Additionally, Policy Holder shall admit to its membership any St. Johns County resident who

expresses a desire to join. Policy Holder shall administer all of the rights, privileges and obligations associated with such membership uniformly to each member.

18. **Notices.** All official notices shall be delivered by certified mail. Day-to-day communications and correspondence may be delivered via U.S. mail, electronic mail, fax, or other mutually accepted means.

- A. All notices to the County shall be directed to: John Benton, Solid Waste Manager, at 209-6982 or jbenton@sjcfl.us.
- B. All notices to the Policy Holder shall be directed to: Henry (Hank) Goldin, St. Augustine RC Flyers, LLC, 524 Sebastin Square, St. Augustine, Florida 32095, 904-826-6788, hank36g@gmail.com.
- C. The contact information for each party shall be updated as necessary for the duration of this CUP.

19. **Miscellaneous Provisions.**

- A. The Exhibits identified in this CUP are incorporated herein by reference and made a part hereof.
- B. This CUP shall not be assigned or transfer without the prior written consent by the County.
- C. This CUP shall not be amended, modified or otherwise revised, unless authorized by the County in writing.
- D. No delay or failure by the County to enforce term, condition or provision of this CUP shall be considered a waiver thereof.
- E. The obligations noted in this CUP, which by their nature would continue beyond the duration of this CUP, shall survive any termination, expiration, or revocation of this CUP.
- F. The County shall not be liable for any lost, damaged or stolen personal property on or at the Property.
- G. The headings of any sections or paragraphs of this CUP are for convenience or reference only and are not intended to affect the meanings of the terms, conditions and provision contained herein.
- H. Permit Holder shall allow public access to all documents, papers, letters, or other records subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this CUP.
- I. Permit Holder shall comply with all applicable federal, state, and local laws, regulations, rules and policies applicable to use of the Property.

- J. This CUP is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any term, provision or condition contained herein or contemplated hereby.
- K. Permit Holder warrants and represents that the undersigned has the lawful authority to execute this CUP as its authorized representative.

St. Johns County

Permit Holder

Hunter S. Conrad, County Administrator

Henry Goldin
Signature

Date

Sep. 15, 2022
Date

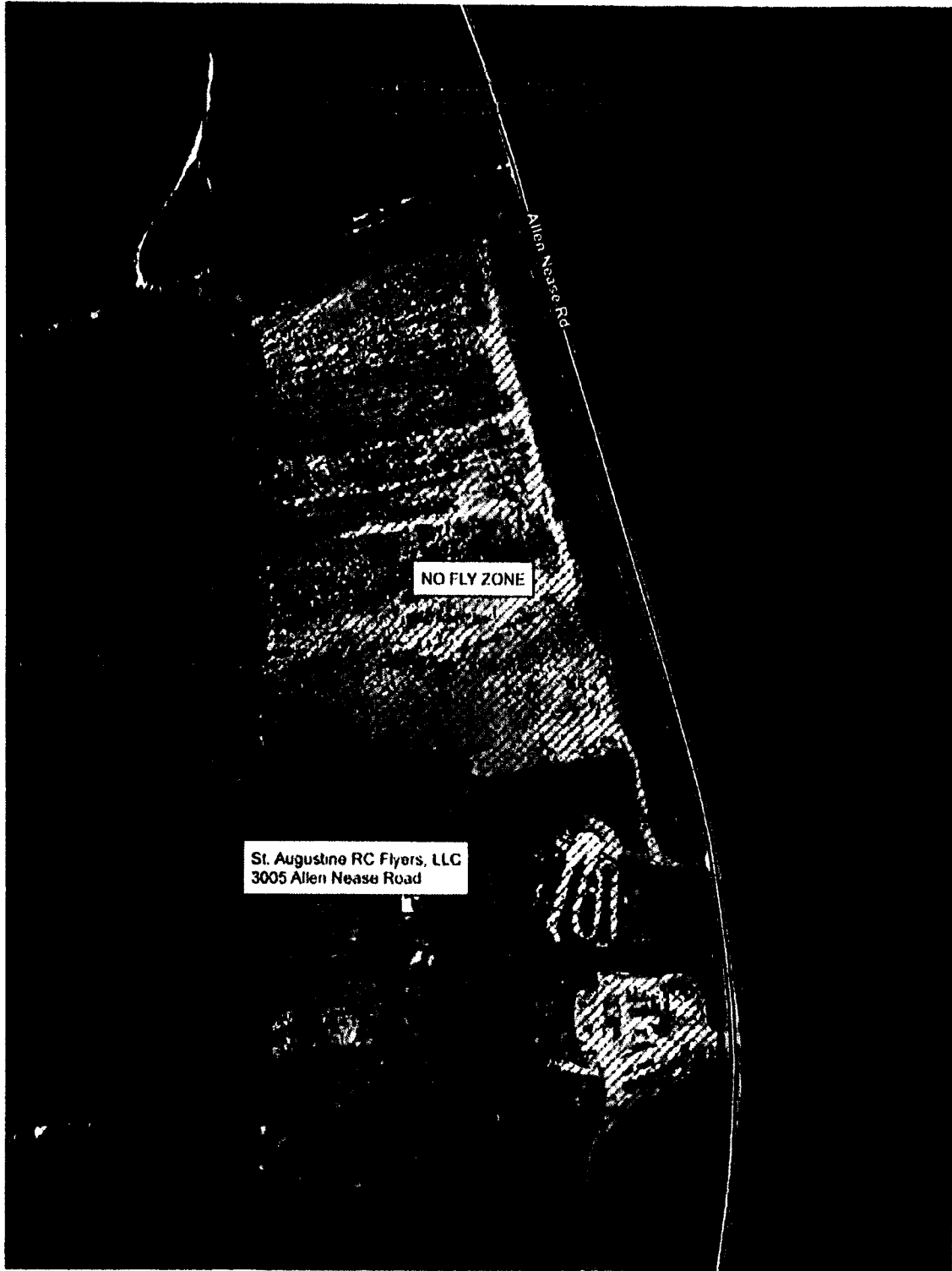
Legal Review by:

Print Name: Henry Goldin

Office of the County Attorney

Print Title: President

Date



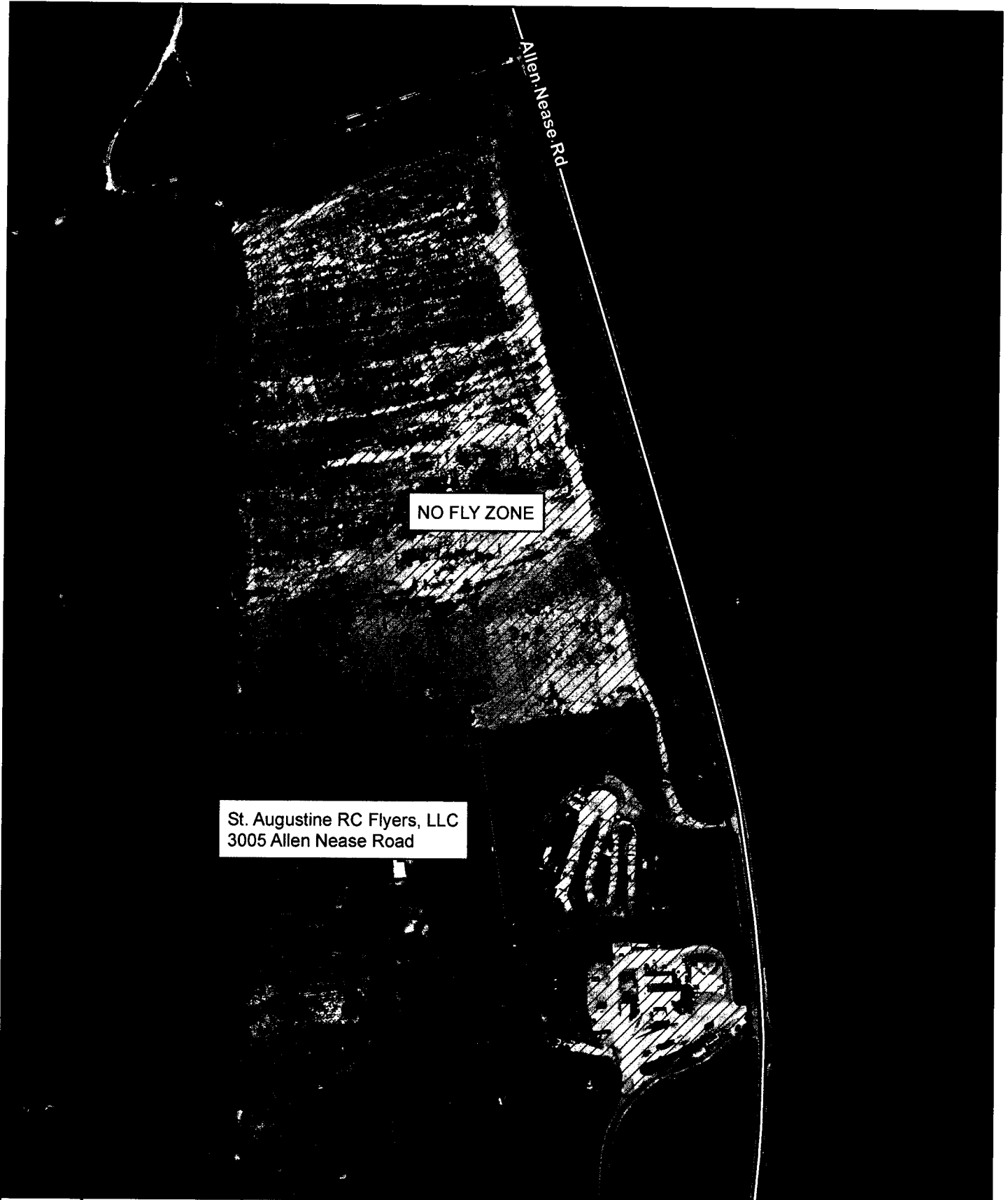
**EXHIBIT B
INVENTORY OF IMPROVEMENTS**

St. Johns County Owned and Maintained:

- Picnic Table (1)
- Fencing

Permit Holder Owned and Maintained:

- Storage Shed (2)
- Metal Carport (2)



NO FLY ZONE

St. Augustine RC Flyers, LLC
3005 Allen Nease Road

Allen Nease Rd



2021 Aerial Imagery



July 21, 2022

Conditional Use Permit

St. Augustine RC Flyers, LLC

Land Mngt. Systems
Real Estate Division
209-0764

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate Division
disclaims all responsibility for the accuracy
or completeness of the data shown hereon.

