

INTERLOCAL AGREEMENT

**BETWEEN
CITY OF DESTIN AND
OKALOOSA COUNTY**

**CONTRACT: INTERLOCAL DAP
HAZ/INCOMPATIBLE LAND USE ZONING
CONTRACT NO.: C07-1493-API-125
CITY OF DESTIN
EXPIRES: INDEFINITE**

**AIRPORT HAZARD AND INCOMPATIBLE LAND USE ZONING
CHAPTER 333, FLORIDA STATUTES**

This Interlocal Agreement is made and entered between the CITY OF DESTIN, (hereafter, the "City"), and OKALOOSA COUNTY, (hereafter, the "County") (jointly, the "parties hereto"), this 20th day of FEBRUARY, 2007.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to enter into interlocal agreements providing for the joint exercise of any power, privilege or authority which the public agencies involved share in common and which each might exercise separately; and

WHEREAS, the County owns and operates the Destin/Ft. Walton Beach Airport (hereafter, the "Airport"), which is situated entirely within the municipal limits of the City; and

WHEREAS, the Airport Hazard Area, as defined in Section 333.01(4), Florida Statutes, as it pertains to the Airport, is located almost entirely within the City's municipal limits; and

WHEREAS, the City and the County are required by Section 333.03(1)(b), Florida Statutes, to either: 1) enter into an interlocal agreement in accordance with Section 333.03(1)(b)(1), or 2) by ordinance or resolution create a joint airport zoning board pursuant to Section 333.03(1)(b)(2); and

WHEREAS, the City and the County have determined that the requirements of Section 333.03(1)(b) can best be complied with by this Interlocal Agreement (hereafter, the "Agreement");

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises as contained herein, the sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. Maintenance and Enforcement of Zoning Regulations - - The City shall enforce its Airport Zoning Regulations with regard to the Airport as they now exist in Land Development Code Section 7.15.00, or as they may be hereafter amended or established from time to time. The City shall also, at a minimum, update its Airport Zoning Regulations within 180 calendar days after final approval by the Federal Aviation Administration (hereafter, "FAA") of the County's Title 14, CFR, Part 150 Noise Study for the Airport (hereafter, the "Part 150 Noise Study") to: 1) assure compliance with the minimum requirements set forth in Section 333.03(1)(c), Florida Statutes; 2) meet the intent of the FAA reviewed and accepted noise exposure maps, including the noise exposure maps in the final FAA approved Part 150 Noise Study, by adopting new zoning overlays compatible with those shown in the Part 150 Noise Study; and 3) make clear its intent to prevent encroachment into the Airport operational area or the FAA, Title 14, CFR, Part 77, airspace surfaces. Additionally, within this same time period, the City shall adopt a Resolution supporting the County's

acquisition of property, as necessary, to meet the recommendations of the Part 150 Noise Study; and supporting the County's implementation of a noise attenuation plan resulting from the Part 150 Noise Study.

2. Notification Provided to the County - - The City shall, in writing, notify the County of each and every of the following:

A. Amendments - - Any proposed amendment to the City's Land Development Code or Comprehensive Plan that may directly or indirectly affect any property within the 65 DNL area as depicted in the City Airport Zoning Regulations, or the Airport Hazard Area as defined in Section 333.01(4), Florida Statutes, shall be disclosed to the County no later than thirty (30) calendar days prior to the date set for the initial Local Planning Agency public hearing to consider such Code or Plan amendments.

B. Applications - Obstacle Hazards to Air Navigation - - Any Application for development activity, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance, or any other official action of the City that will have the effect of permitting the development or alteration of land or a structure (hereafter, "Application") for any property owned or controlled by any petitioner required to provide notice or prevent a hazard defined by Section 333.025, Florida Statutes, and/or Title 14, CFR, Parts 77.13, 77.17, 77.21, 77.23, 77.25, and 77.29, which include notice requirements and technical definitions for obstacles dangerous to air navigation, shall be disclosed to the County within ten (10) calendar days of the filing of such Application.

C. Applications - Noise Compatible Land Use - - Any Application for development activity for any property within the area of a 65 DNL noise contour as designated in the Airport Zoning Regulations, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance or any other action of the City which would have the effect of permitting development or alteration of land or structure, shall be disclosed to the County within ten (10) calendar days of the filing of such Application.

D. Applications - Education Facilities Near Airports - - Any Application for a public or private educational facility within any area starting at any end of any Airport runway, extending five (5) miles along the runway extended center line and having a width of one-half the length of the runway, as defined by Section 333.03(3), Florida Statutes, shall be disclosed to the County within ten (10) calendar days of the filing of such Application.

E. Applications - Staff Discretion - - Any Application for development activity that could reasonably be expected to have an impact on the Airport shall be disclosed to the County within ten (10) calendar days of the filing of such Application. Applications expected to have an impact on the Airport include, without limitation, any Application reflecting a potential hazard to air navigation or a potential land use that is incompatible with normal airport operations or endangers the public health, safety or welfare, as described in Section 333.03(2) and (3), Florida Statutes; any

Application subject to Florida Department of Transportation (hereafter, "FDOT") Aviation or FAA permits or findings; and any Application for activities such as sanitary landfills, bird and other wildlife attractants, congregations of people, or emissions of light, smoke or other impairments to visibility.

F. Correspondence - - When the City corresponds with the FAA or the FDOT regarding land uses at the Airport or Airport operations, the City shall simultaneously provide the County with a copy of said correspondence.

3. County Comments - - The County may provide comments on any Code or Plan amendment or Application for which notice was provided as required in Section 2, above, within fourteen (14) calendar days of receipt of notice as to any building permit and within thirty (30) calendar days of receipt of notice as to all other applications (the County may request that such time be extended to enable the application to be considered by the Airport Compatibility Advisory Committee as provided in Section 5 below). The City must consider all County comments before making its final decision regarding each such amendment or Application.

4. Notification Provided to the City - - The County shall provide the following to the City:

A. Correspondence to and from FAA and FDOT - - The County shall copy the City with all correspondence to and from the FAA and FDOT Aviation relating to operation, maintenance, planning, evaluation, reporting, permitting and/or construction at, or for, the Airport which could reasonably be expected to affect the interests of the City.

B. Complaints Received - - The County shall, on a quarterly basis, provide to the City a summary of the types and numbers of complaints received from citizens regarding Airport operations or activities (including the operation of aircraft), and shall also provide a summary of the County responses thereto. The County may provide this summary concerning complaints and responses at the quarterly meeting of the Airport Compatibility Advisory Committee. Written documentation of the complaints and the County responses thereto shall be provided to the City, upon request.

C. Airport Master Plan and/or Airport Layout Plan - - In order to assist the City in land use planning as relates to areas of the City affected by Airport operations, the County shall review the Airport Master Plan and/or Airport Layout Plan at least once every five (5) years to determine whether updates or amendments are needed. The City shall be allowed input and involvement concerning any such updates or amendments. A report concerning the Airport Master Plan and/or Airport Layout Plan shall be provided to the Airport Compatibility Advisory Committee during the time that any such updates or amendments are pending. The County shall provide the City with copies of all correspondence concerning the Airport Master Plan and/or Airport Layout Plan, and shall provide the City with copies of all Airport Master Plan and/or Airport Layout Plan update or amendment drafts, upon request. The County shall provide copies to the City of the final version of any proposed amendments or updates to the Airport Master Plan and/or Airport Layout Plan no

later than thirty (30) calendar days prior to the date set for the initial County public hearing to consider such amendments or updates. The County shall notify the City within (30) calendar days of when application is made for federal funding sought as a result of updates or amendments to the Airport Master Plan and/or Airport Layout Plan.

D. Change in Use, Activities or Operations - - The County shall provide written notice to the City of any change in Airport use, activities or operations which may reasonably be expected to have a material impact on adjacent and nearby land uses. Such notice shall be in writing and provided at least thirty (30) calendar days before the change is implemented.

5. FDOT Obstruction Permits Required - - The Airport Zoning Regulations shall continue to require that no development order be issued by the City for the construction or alteration of structures dangerous to air navigation or for structures governed by Title 14, CFR, Part 77 unless a permit has first been obtained from FDOT Aviation (or FDOT Aviation confirms that no such permit is required) or the County, as applicable. The County shall be given the opportunity to review and make recommendations regarding whether the issuance of such permit adversely impacts Airport operations.

6. Creation of Airport Compatibility Advisory Committee - - There is hereby created a joint City/County Airport Compatibility Advisory Committee (Advisory Committee), which shall be composed of seven members, three appointed by the City Council and three appointed by the County Commission. The seventh member shall be a representative of Eglin Air Force Base who is recommended by the base command for appointment and then appointed jointly by the City and County. The Advisory Committee shall meet at least quarterly to discuss issues relating to airport compatibility, including providing recommendations to the City and County concerning Applications for which notice is required in Section 2 above, except for building permit Applications. The Committee may also provide comments and recommendations concerning proposed amendments to the County Airport Master Plan and/or Airport Layout Plan, implementation of the Noise Compatibility Plan included in the County Part 150 Noise Study, Airport operations affecting compatibility, citizen complaints and responses thereto, and any Application for new development or redevelopment on the Airport property. Actions of the Advisory Committee may only be taken during meetings at which a quorum of the appointed members is present, which, for purposes of this Agreement, is defined to mean a majority of the appointed members where at least two (2) of the members appointed by the City and two (2) of the members appointed by the County are present.

7. Enforcement of Agreement - - Each party hereto may enforce this Agreement by any legal means whatsoever.

8. Recording and Filing - - This Agreement (and all future amendments hereto, if any) shall be recorded in the Public Records of Okaloosa County, Florida, and filed with the FDOT Aviation, pursuant to Section 333.03(5), Florida Statutes. The City shall file its respective Airport Zoning Regulations (and all future amendments thereto) and related variances decisions with the FDOT Aviation, pursuant to Section 333.03(5), Florida Statutes.

9. Amendment and Termination of Agreement - - This Agreement may be amended from time to time, as deemed desirable or necessary, and shall be amended, to the extent required by law; and shall continue until lawfully terminated by mutual agreement.

10. Governing Statutes - - Chapter 333, Florida Statutes, Airport Zoning, and Title 14, CFR, Part 77, Objects Affecting Navigable Airspace, subparts A, B, and C shall be utilized to clarify ambiguities, if any, with regard to relevant aspects of the Agreement, including its scope, use, obstruction standards and definitions. Future amendments to Chapter 333 or Part 77 may also be utilized to clarify ambiguities with respect to the interpretation of this Agreement.

11. Sovereign Immunity - - The parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of the County or City's rights and immunities under common law or Section 768.28, Florida Statutes, as might be amended from time to time.

12. Construction - - The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this agreement.

13. Notice - - Any official notice or correspondence, copy of correspondence, copy of Application, copy of Airport Master Plan and/or Airport Layout Plan amendment or update, copy of report, request for comment, or other written communication that is required by the terms of this Agreement by either the City or the County shall be provided to the following:


To the County: County Airports Director
1701 State Road 85 N.
Eglin Air Force Base, Florida 32542-1413

To the City: City Manager
4200 Two Trees Road
Destin, Florida 32541

CITY OF DESTIN

ATTEST:

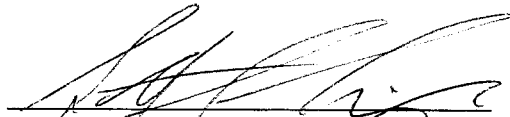
REY BAILEY, ACTING CITY CLERK CITY OF DESTIN

By: 
Rey Bailey, Acting City Clerk

By: 
CRAIG BARKER, MAYOR

Dated this 28 day of FEBRUARY, 2007.

Approved as to form and legal sufficiency

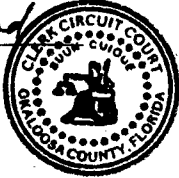

Scott Shirley, City Land Use Attorney

OKALOOSA COUNTY

ATTEST:
DON HOWARD, CLERK

BOARD OF COUNTY COMMISSIONERS,
OKALOOSA COUNTY

By: Don Howard
Don Howard, Clerk



By: Don R. Amunds
DON R. AMUNDS, CHAIRMAN



Dated this 30th day of March, 2007.

Approved as to form and legal sufficiency:

Harry F. Chiles
Harry F. Chiles, Special County Attorney