



COUNCIL AGENDA STATEMENT

Meeting Date: January 12, 2021
To: Honorable Mayor and City Council
From: George Garrett, City Manager

Agenda Item: **Resolution 2021-09** Management Agreement Between the City Of Marathon, Florida And Drew E. Caterson & Cora Elizabeth Baggs Approved To Allow Management Of City Conservation Property (Lot 10, Amended Plat of Dorsett Subdivision; RE No 00376240-000000) Contiguous With The Caterson-Baggs Property (Lot 11, Amended Plat Of Dorsett Subdivision; RE No. 00376250-000000); And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

This Management Agreement is provided for the purposes of providing limited management and protection of the City’s property as identified and in consideration of its City ownership as a conservation parcel whose native vegetation falls under the protection of the City. Lessee shall not have the right to assign this Management Agreement to any other party. The Lessor shall be allowed to fence the portion of Lot 10 identified in the Management Agreement and shall be allowed to remove debris which may accumulate or exotic vegetation which may appear over the entirety of the City’s property with permits which may be needed and reasonably provided by the City.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	___	___
2. Other	___	___
3. Not applicable	<u> X </u>	___

FISCAL NOTE:

NA

Approved by Finance Director: _____

NA

RECOMMENDATION:

Council Approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2021-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND DREW E. CATERSON & CORA ELIZABETH BAGGS APPROVED TO ALLOW MANAGEMENT OF CITY CONSERVATION PROPERTY (LOT 10, AMENDED PLAT OF DORSETT SUBDIVISION; RE NO 00376240-000000) CONTIGUOUS WITH THE CATERSON-BAGGS PROPERTY (LOT 11, AMENDED PLAT OF DORSETT SUBDIVISION; RE NO. 00376250-000000); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Management Agreement is provided for the purposes of providing limited management and protection of the City's property as identified and in consideration of its City ownership as a conservation parcel whose native vegetation falls under the protection of the City; and

WHEREAS, Lessee shall not have the right to assign this Management Agreement to any other party; and

WHEREAS, Lessor shall be allowed to fence the portion of Lot 10 identified in the Management Agreement and shall be allowed to remove debris which may accumulate or exotic vegetation which may appear over the entirety of the City's property with permits which may be needed and reasonably provided by the City; and

WHEREAS, this Management Agreement is approved as being in the best interest of the public health, safety, and welfare of the citizens of the City of Marathon toward protection of the City's vital natural resources,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City approves the Management Agreement, provided herein as "Exhibit A," between the City of Marathon, Florida and Drew E. Caterson & Cora Elizabeth Baggs approved to allow management of City conservation property (lot 10, amended plat of Dorsett subdivision; re no 00376240-000000) contiguous with the Caterson-Baggs property (lot 11, amended plat of Dorsett subdivision; re no. 00376250-000000)

Section 3. The City Clerk shall forward a certified copy of this Resolution to the Applicant.

Section 54 Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12TH DAY OF JANUARY, 2021.

THE CITY OF MARATHON, FLORIDA

Luis Gonzalez, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

EXHIBIT A
MANAGEMENT AGREEMENT

This Management Agreement made and entered into this ____ day of _____, 2017, by and between THE CITY OF MARATHON, Florida, a Florida municipal corporation, hereinafter referred to as "Lessor" and Drew E. Caterson and Cora Elizabeth Baggs, private citizens, of 133 Dorsett Drive, Marathon, Monroe County, FL 33050, hereinafter referred to as "Lessee".

WITNESSETH

1. Management Premises. In consideration of the rent, covenants, and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, Lessor signs this Management Agreement from the Lessee for the term and upon the terms and conditions hereinafter set forth, the northern ten (10) feet of a parcel of land in City Ownership, identified as Lot 10, Amended Plat of Dorsett Subdivision (RE No. 00376240-000000) contiguous to the southern side of the Lessee's property identified as Lot 11, Amended Plat of Dorsett Subdivision (RE No. 00376250-000000).
2. Effective Date. This Management Agreement shall become effective upon signing by Lessor and Lessee. This date shall constitute the Anniversary Date of this Management Agreement.
3. Duration of Term. The initial term of this Management Agreement will be ten (10) years. This Management Agreement shall be automatically renewed for two (2) additional ten (10) year periods unless a breach of this Management Agreement requires the prior termination of the Management Agreement. Any termination for breach must follow notice of the breach in writing, and a thirty (30) day curative period in which the breaching party may cure the breach.
4. Rental Amount. The Lessee shall pay rent in equal annual payments of Ten and 00/100 Dollars (\$10.00) on each anniversary date of this Management Agreement. Should Lessee elect, rent may be prepaid for an entire period of the Management.
5. Management Agreement Purpose. This Management Agreement is provided for the purposes of providing limited management and protection of the City's property as identified above and in consideration of its City ownership as a conservation parcel whose native vegetation falls under the protection of the City. Lessee shall not have the right to assign this Management Agreement to any other party. The Lessor shall be allowed to fence the portion of Lot 10 identified in the Management Agreement and shall be allowed to remove debris which may accumulate or exotic vegetation which may appear over the entirety of the City's property with permits which may be needed and reasonably provided by the City.
6. Lessee agrees not to sublet any portion of the property.
7. Lessee will be responsible for payment of all charges incurred in the operations and maintenance of the premises.

8. Lessor has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property.

9. Should the association between the two members identified as the Lessees dissolve or become irreconcilable in any manner, the Management Agreement shall be terminated by the City.

10. Waiver of Trial by Jury. The Lessee and the Lessor knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Management Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for the Owner entering into the Management.

11. Should any provision of this Management Agreement be found to be invalid or unenforceable, the remainder of the Management Agreement not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

12. Modifications. No subsequent alteration, amendment, change or additions to this Management Agreement shall be binding upon Lessor unless reduced to writing and signed by all parties.

AS TO LESSOR:

Drew E. Caterson & Cora Elizabeth Baggs
133 Dorsett Drive, Marathon, Florida 33050

Printed Name: _____
Witness #1 as to Lessors

By: _____
Owners

Printed Name: _____
Witness #2 as to Lessors

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of Florida Keys Land & Sea Trust, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Notary Public, State of Florida

AS TO LESSEE:

THE CITY OF MARATHON,
a Florida municipal corporation

By: _____
Mayor

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney