



COUNCIL AGENDA STATEMENT

Meeting Date: December 12, 2023
From: Brian Shea, Planning Director
Through: George Garrett, City Manager

Agenda Item: **Resolution 2023-119**, Approving An Interlocal Agreement Between The Monroe County Comprehensive Plan Land Authority And The City Of Marathon Regarding The Administration Of Land Acquisition Programs; Providing For Transmittal Of This Resolution To The Land Authority; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City of Marathon wishes to establish and coordinate Acquisition programs pursuant to Comprehensive Plan Policy 1-3.5.15. Marathon desires to work with the Monroe County Land Authority to acquire certain properties Marathon has designated for acquisition for the purposes of conservation, affordable housing, and prevention of private property takings claims. This also fulfills numerous comprehensive plan policies, including: 2-1.1.10, 2-1.1.13, 4-1.2.14, 8-1.2.7.

This Resolution furthers the previous efforts as adopted by Council resolutions 2023-103 (affordable housing land acquisition) and 2016-48 (conservation land acquisition).

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CONSISTENCY CHECKLIST:

| | Yes | No |
|-----------------------|-----|-----|
| 1. Comprehensive Plan | XXX | ___ |
| 2. Other _____ | ___ | ___ |

FISCAL NOTE:

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-119**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY AND THE CITY OF MARATHON REGARDING THE ADMINISTRATION OF LAND ACQUISITION PROGRAMS; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO THE LAND AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) is located within the Florida Keys, a designated Area of Critical State Concern; and

WHEREAS, the City Council of Marathon (the “City Council”) is elected to represent the best interests of City residents; and

WHEREAS, Monroe County Land Authority (“MCLA”) is an agency which specializes in the acquisition of land and has experience and expertise in acquisitions of land for conservation, affordable housing and prevention of private property takings claims; and

WHEREAS, MCLA, in part, receives funding intended for use within the jurisdictional boundaries of the entire Keys, including the City and the City desires to work with MCLA to acquire certain properties the City has designated for acquisition for the purposes of conservation, affordable housing, and prevention of private property takings claims; and

WHEREAS, the City desires to utilize the expertise and experience of MCLA to assist the City in acquiring properties; whereby the purchase may require the City to share in the cost or pay the entire purchase price, if it is deemed a priority by the City, pursuant to F.S. 380.0666(3).

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 Interlocal Agreement is attached to this resolution as Exhibit A.

Section 3. **Transmittal.** The City Council hereby directs that a copy of this Resolution be transmitted to the Executive Director of the Land Authority, the County Administrator, and any other appropriate parties as soon as possible.

Section 4. **Effective Date.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 12TH DAY OF DECEMBER 2023**

THE CITY OF MARATHON, FLORIDA

Robyn Still, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Hillary Palmer, Deputy 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

**INTERLOCAL AGREEMENT BETWEEN THE MONROE COUNTY
COMPREHENSIVE PLAN LAND AUTHORITY AND THE CITY OF MARATHON
REGARDING THE ADMINISTRATION OF LAND ACQUISITION PROGRAMS**

This Interlocal Agreement (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (“MCLA”) and the CITY OF MARATHON (“MARATHON”). MCLA and MARATHON hereinafter collectively referred to as the Parties.

WHEREAS, MCLA is an agency which specializes in the acquisition of land and has experience and expertise in acquisitions of land for conservation, affordable housing and prevention of private property takings claims; and

WHEREAS, MCLA, in part, receives funding intended for use within the jurisdictional boundaries of the entire Keys, including the City of Marathon (“MARATHON”) and MARATHON desires to work with MCLA to acquire certain properties MARATHON has designated for acquisition for the purposes of conservation, affordable housing, and prevention of private property takings claims; and

WHEREAS, MCLA acquisitions are required to be approved by the Marathon City Council, MCLA Advisory Committee and the MCLA Governing Board prior to acquisition; and

WHEREAS, MCLA is under no obligation to prioritize or pursue properties in a particular order preference as it relates to the acquisition of lands for conservation, affordable housing, and prevention of private property takings claims; and

WHEREAS, MARATHON desires to utilize the expertise and experience of MCLA to assist MARATHON in acquiring properties; whereby the purchase may require MARATHON to share in the cost or pay the entire purchase price, if it is deemed a priority by MARATHON, pursuant to F.S. 380.0666(3), as more particularly set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter provided, the Parties agree as follows:

SECTION 1 - RECITALS: The above recitals are true and correct and are incorporated herein by reference. The parties intend for this Agreement to address program administration of acquisition programs described below.

SECTION 2 - ADOPTION: This Interlocal Agreement is hereby entered into as of the date of this Agreement. This Agreement shall terminate upon action by the MCLA governing board, at its sole discretion, pursuant to Section 380.0674 (2), Florida Statutes.

SECTION 3 – LAND ACQUISITION: MCLA, on behalf of MARATHON will act as a purchasing agent for acquisition of land which MARATHON selects as evidenced by Resolution and desires to acquire, which will include, but not be limited to, seller and/or buyer coordination; negotiating purchase and sale agreements; ordering due diligence products including but not

limited to appraisals, boundary surveys, environmental assessments and any other inspections required in order to facilitate MARATHON's acquisition; together with ordering closing services, title commitments, and title insurance policies on behalf of MARATHON. The MCLA staff shall be responsible for preparing all agenda items necessary for the MCLA governing board action. MCLA staff shall coordinate with MARATHON staff as to placement of the necessary agenda items for MARATHON approval. MARATHON staff shall be responsible for creating and placing of such items on the MARATHON agendas. With respect to all proposed acquisitions, once under contract, MARATHON will first approve the proposed purchase, then the MCLA Advisory Board and lastly, the MCLA Governing Board. MCLA reserves the right to not approve any proposed purchase at the sole discretion of MCLA.

3.1. Titling to Land for Initial Acquisition: Titling to land acquired pursuant to this Agreement, shall be titled pursuant to a mutual agreement between the Parties, on a case-by-case basis and specific to each property acquisition, as either held in the name of MCLA or in the name of MARATHON. Regardless of how title is vested, a land use restriction agreement shall be recorded, encumbering the property, in accordance with the requirements and restrictions for use of the property set forth in Florida Statutes 380.0666.

In the event that any property purchased pursuant to this Agreement has existing or is entitled to a development right(s), MARATHON shall retain such right(s), provided that the subject property is not part of a resale program to the State of Florida, such as the Florida Forever Program set forth in section 3.2 below, in which the State requires that acquisition of the property include such development right(s)

3.2. Florida Forever Program: In the event that a property subject to this Agreement is within the Florida Forever Program boundaries, MCLA will coordinate with the STATE Department of Environmental Protection (DEP) and Florida Commerce, formerly known as the Department of Economic Opportunity (DEO) to attempt to have the STATE reacquire such property through the Florida Forever Program. MCLA will serve as MARATHON's agent in implementing the Memorandum of Agreement between Monroe County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and will assist DEP in identifying willing sellers within Florida Forever projects. The Parties acknowledge that Pursuant to Sections 253.025(8)(f) and 253.025(9)(d), Florida Statutes, Chapter 18-1, *Florida Administrative Code*. and that certain Memorandum of Agreement Florida Forever Key Projects Monroe County between Monroe County, Florida and the Florida Department of Environmental Protection, MCLA is required to maintain the confidentiality of all appraisals, offers, counteroffers and other negotiation matters until an option agreement is executed, or if no option is executed, two weeks before a contract or agreement for purchase is considered for approval by the State of Florida. As such, and as applicable to particular property acquisition, there will be times when MCLA is unable to disclose certain materials and documents in connection with a proposed purchase and sale pursuant to this Agreement to MARATHON.

3.3 Reimbursement of Acquisition Funds: With respect to any purchase where MCLA uses MCLA funds to acquire a property and then resells such property to the STATE, the proceeds from such resale, after customary closing costs, will first go to reimburse MCLA for the original

acquisition funds expended by MCLA for the purchase of the land being resold. Any remaining funds will then go to reimburse MARATHON for any funds MARATHON expended in the original acquisition of such property being resold.

3.4 Priority of Acquisitions: MARATHON acknowledges that MCLA is under no obligation to prioritize or pursue properties in a particular order preference as it relates to the acquisition of lands for conservation, affordable housing and prevention of private property takings claims.

SECTION 4 - GIS AND PLANNING/ENVIRONMENTAL SERVICES: MARATHON will provide GIS and planning/environmental services related to land acquisition, and access to related GIS information. In addition, MARATHON will provide analyses of potential development for land MARATHON prioritizes for acquisition for use by appraisers and the STATE.

SECTION 5 - MISCELLANEOUS:

- I. Modifications to this Agreement shall be valid only when reduced to writing and duly signed by all parties. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the parties agree to comply with the remaining terms and provisions, unless compliance with the remaining terms and provisions would prevent the accomplishment of the original intent of the agreement between the parties. Either party may terminate this Agreement at any time, with or without cause. Termination shall take effect upon receipt of written notification by a party to the other party.

- II. Notification under this Agreement shall be made by hand delivery, U.S. certified mail, return receipt requested, or an express mail with proof of delivery. Notification by a party shall be delivered as follows:

**City of Marathon, City Manager
9805 Overseas Highway
Marathon, FL 33050**

**City Attorney
9805 Overseas Highway
Marathon, FL 33050**

**Monroe County Comprehensive Plan Land Authority Executive Director
1200 Truman Avenue, Suite 207
Key West, FL 33040**

**Gregory S. Oropeza, Esquire, Attorney for Monroe County Land Authority
221 Simonton Street
Key West, FL 33040**

SECTION 6 – EFFECTIVE DATE:

This Agreement shall be effective as of the date listed above.

SIGNATURE PAGE IMMEDIATELY FOLLOWING

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereto duly authorized.

(Seal)

CITY OF MARATHON

By: _____
Diane Clavier, City Clerk

By: _____
Mayor Robyn Still

APPROVED FOR FORM AND LEGAL
SUFFICIENCY FOR RELIANCE BY THE
CITY OF MARATHON
ATTORNEY ONLY:

By: _____
Steven T. Williams, City Attorney

(Seal)

**MONROE COUNTY
COMPREHENSIVE PLAN LAND
AUTHORITY**

By: _____
Christine Hurley, Executive Director

Date: _____
David P. Rice, Chairman

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
Gregory S. Oropeza, Esquire