

RESOLUTION NO. 02-08-102

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA; APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND MONROE COUNTY, FLORIDA, TRANSFERRING SIXTY-SEVEN (67) AFFORDABLE HOUSING ROGO ALLOCATIONS TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to an agreement between Monroe County, Florida (the "County") and the State of Florida Department of Community Affairs (the "Department"), the County received two hundred and one (201) Allocations; and

WHEREAS, the City of Marathon, Florida (the "City") and County agree that sixty-seven (67) Allocations represent a good faith estimate of the City's prorated number of Allocations it should receive; and

WHEREAS, the City and County are authorized by Section 163.01, Florida Statutes, to enter into agreements to make the most efficient use of facilities resources and services.

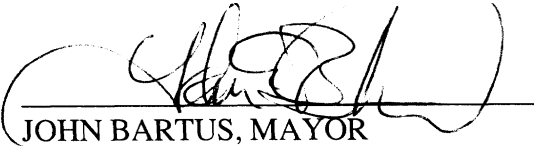
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

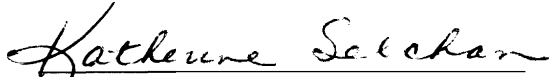
Section 2. Approving Agreement Transferring Allocations. The Agreement between the City and County transferring sixty-seven (67) affordable housing ROGO allocations in substantially the form and content as the attached Exhibit "A" is hereby approved. The City Manager and City Attorney are authorized to finalize the Agreement and the Mayor is authorized to sign the Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
JOHN BARTUS, MAYOR

ATTEST:

  
\_\_\_\_\_  
Katherine Salchan  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
CITY ATTORNEY

Motion to adopt by Councilman Bartus.

Seconded by Councilman Worthington

FINAL VOTE AT ADOPTION

Mayor John Bartus	<u>Yes</u>
Vice Mayor Randy Mearns	<u>Yes</u>
Councilman Franklin Greenman	<u>Yes</u>
Councilman John Repetto	<u>Yes</u>
Councilman Peter Worthington	<u>Yes</u>

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MARATHON, FLORIDA, AND  
MONROE COUNTY, FLORIDA, TRANSFERRING  
AFFORDABLE HOUSING ALLOCATIONS**

This Agreement ("Agreement") is being entered into by and between the City of Marathon, Florida ("City") and Monroe County, Florida ("County") to allocate a portion of the two hundred and one (201) affordable ROGO housing allocations (the "ROGO Allocations") between the City and the County.

**WITNESSETH**

WHEREAS, the City and County have been declared an Area of Critical State Concern pursuant to Sections 380.05 and 380.0552, Florida Statutes; and

WHEREAS, pursuant to an agreement between the County and the State of Florida Department of Community Affairs dated May 3, 2001, the County received two hundred and one (201) ROGO Allocations to replace ROGO allocations cumulatively lost over the years due to an inadequate number of nutrient reduction credits, required reduction in total allocation by the Florida Administration Commission, and annual limits on the total number of permits; and

WHEREAS, the City and County agree that sixty-seven (67) Allocations would provide opportunities for needed affordable housing within the corporate limits of Marathon; and,

WHEREAS, the City of Marathon is an appropriate location for affordable housing as it has the needed private and public infrastructure to serve such development and is in close proximity to employment and commercial centers; and

WHEREAS, the City and County are authorized by Section 163.01, Florida Statutes, to enter into agreements to make the most efficient use of facilities resources and services.

NOW, THEREFORE, the City and County do mutually agree as follows:

1. Allocations. Sixty-seven (67) ROGO Allocations for affordable housing shall be allocated to the City for distribution in accordance with the permit allocation system in the City Comprehensive Plan and Land Development Regulations, except as modified in paragraph two (2) below.

2. The ROGO Allocations shall not be assigned to: (a) properties that would receive negative ROGO points for Habitat Protection and Threatened and Endangered Species under the City Land Development Regulations; or (b) are located within a “V” flood zone or a Coastal Barrier Resources System.

3 Termination of Agreement. This Agreement shall terminate upon the transfer to the City and subsequent issuance of the sixty-seven (67) Allocations.

4. Notices. All notices must be in writing and addressed as follows (or to any other address which either party may designate by notice):

If to City: John Bartus  
Mayor  
City of Marathon  
Post Office Box 500430  
Marathon, Florida 33050

With a copy to: John R. Herin, Jr., Esq./Nina L. Boniske, Esq.  
City Attorney  
Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133

If to County: Mayor  
Monroe County Board of County Commissioners  
500 Whitehead Street  
Key West, Florida 33040

With a copy to: Director of Growth Management  
2798 Overseas Highway  
Suite 400  
Marathon, Florida 33050

Any notice shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

5. Miscellaneous.

a. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the remaining terms and provisions shall not be affected thereby; and each remaining term and provision shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms and provisions would prevent the accomplishment of the original intent of the agreement between the parties.

b. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action, as required.

6. Effective Date. This Agreement shall become effective upon execution by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF MARATHON

Aimee V. Selchan  
City Clerk

By: [Signature]  
John Bartus, Mayor

Date: August 16, 2002

Approved as to form and sufficiency:

[Signature]  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
OF MONROE  
COUNTY, FLORIDA

ATTEST:

Jemela Hancock  
County Clerk/Deputy Clerk

By: [Signature]  
Charles McCoy, Mayor

Date: September 18, 2002

Approved as to form and sufficiency:

[Signature]  
County Attorney