

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2017-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY MARATHON,  
FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN  
MONROE COUNTY AND THE CITY OF MARATHON REGARDING  
AIRPORT ZONING REGULATIONS; AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, the County is the owner and operator of the Florida Keys Marathon International Airport (hereafter MTH); and

**WHEREAS**, the County and the City constitute “political subdivisions” pursuant to chapter 333 of the Florida Statutes with respect to the adoption and enforcement of airport zoning regulations under the provisions of that chapter; and

**WHEREAS**, certain activities and uses of land in the immediate vicinity of airports as enumerated in s. 333.03(2), F.S., are not compatible with normal airport operations, and may, if not regulated also endanger the lives of the participants, adversely affect their health, or otherwise limit the accomplishment of normal activities; and

**WHEREAS**, some airport hazards areas appertaining to MTH are located wholly or partly in the territorial limits of the City, while other such areas are located wholly or partly within the territorial limit of MTH; and

**WHEREAS**, heretofore the County has adopted regulations pursuant to chapter 333, F.S.; and

**WHEREAS**, by entering into this Interlocal Agreement pursuant to the provisions of F.S. 163.01 and F.S. 333.03(1)(b)1., the County and the City acknowledge their obligation, in conformity with F.S. 333.03(1)(b)1., to adopt, administer, and enforce updated airport zoning regulations applicable to the airport hazard areas, and restricting the use of land adjacent to or in the immediate vicinity of MTH to activities and purposes compatible with the continuation of normal airport operations including landing and takeoff of aircraft in order to promote public health, safety and general welfare;

**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.

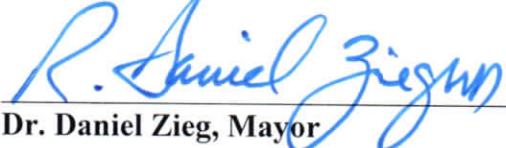
**Section 2.** The City Council hereby approves the Interlocal Agreement between Monroe

County and the City of Marathon regarding airport zoning regulations.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11<sup>th</sup> DAY OF JULY, 2017.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Dr. Daniel Zieg, Mayor**

AYES: Bartus, Coldiron, Cook, Senmartin, Zieg  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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:**

  
\_\_\_\_\_  
David Migut, City Attorney

**INTERLOCAL AGREEMENT BETWEEN  
MONROE COUNTY AND  
CITY OF MARATHON  
AIRPORT ZONING REGULATIONS**

THIS INTERLOCAL AGREEMENT is made and entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040, ("COUNTY"), and the CITY OF MARATHON, a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, Florida 33050 (the "CITY").

WHEREAS, the County is the owner and operator of the Florida Keys Marathon International Airport (hereafter MTH); and

WHEREAS, the County and the City constitute "political subdivisions" pursuant to chapter 333 of the Florida Statutes with respect to the adoption and enforcement of airport zoning regulations under the provisions of that chapter; and

WHEREAS, certain activities and uses of land in the immediate vicinity of airports as enumerated in s. 333.03(2), F.S., are not compatible with normal airport operations, and may, if not regulated also endanger the lives of the participants, adversely affect their health, or otherwise limit the accomplishment of normal activities; and

WHEREAS, some airport hazards areas appertaining to MTH are located wholly or partly in the territorial limits of the City, while other such areas are located wholly or partly within the territorial limit of MTH; and

WHEREAS, heretofore the County has adopted regulations pursuant to chapter 333, F.S.; and

WHEREAS, by entering into this Interlocal Agreement pursuant to the provisions of F.S. 163.01 and F.S. 333.03(1)(b)1., the County and the City acknowledge their obligation, in conformity with F.S. 333.03(1)(b)1., to adopt, administer, and enforce updated airport zoning regulations applicable to the airport hazard areas, and restricting the use of land adjacent to or in the immediate vicinity of MTH to activities and purposes compatible with the continuation of normal airport operations including landing and takeoff of aircraft in order to promote public health, safety and general welfare;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants hereinafter contained, it is agreed between the County and the City as follows;

### **Section 1. Airport Zoning Regulations.**

Pursuant to the procedures specified in F.S. 333.05, the County and the City shall concurrently develop, administer, and enforce updated airport protection zoning regulations governing the use of land on, adjacent to, or in the immediate vicinity of MTH, in compliance with F.S. 333.01 – 333.13.

Airport protection zoning regulations adopted under this Interlocal Agreement must, at a minimum, require: A permit for the construction or alteration of any obstruction; Obstruction marking and lighting for obstructions; Documentation showing compliance with the federal requirement for notification of proposed construction or alteration of structures and a valid aeronautical study submitted by each person applying for a permit; Consideration of the criteria in s. 333.025(6), when determining whether to issue or deny a permit; and That approval of a permit not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard.

Nothing in this Agreement shall obligate the City to revise its land development regulations to regulate; (1) the height that trees are permitted to grow; (2) the offsite impacts of lights and illumination used in connection with streets, parking, signs, and use of land; (3) the offsite use of high energy beam devices; or (4) activities that produce offsite interference with navigational signals or radio communications, except to the extent the City shall voluntarily obligate itself to do so pursuant to an amendment to this Agreement executed pursuant to the provisions of F.S. 163.01 and 333.03(1)(b)1.

### **Section 2. Development Review**

The County and the City acknowledge their respective obligations, in conformance with F.S. 333.03(1)(b)1., to adopt, administer and enforce a set of airport protection zoning regulations restricting the non-compatible uses specified in F. S. 333.03(2), and procedures for the coordinated review of any application for development permit having potential to create any new airport hazards or new incompatible use of land described in F.S. Chapter 333.

### **Section 3. Notices**

(a) Any notice to the County shall be sent to:

Monroe County  
County Administrator  
1100 Simonton St.  
Key West, Fl. 33040

(b) Any notice to the City shall be sent to:

City of Marathon  
City Manager  
9805 Overseas Highway

Marathon, Fl. 33050

**Section 4. No Financial Liability, Attorney's Fees and Costs**

This Agreement shall not be construed to provide any party hereto with a right to monetary damages or to otherwise impose any financial liability upon any party hereto. In any action to enforce this Agreement, or any resolution, proceeding or any other dispute arising under this Agreement, each party shall bear its own attorney's fees and costs.

**Section 5. Disclaimer of Third Party Beneficiaries**

This Agreement is solely for the benefit of the County and the City and no right, privilege or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any other municipality, county, state agency or federal agency. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement is not intended nor shall it be construed to be a development agreement within the meaning contemplated in F.S. 163.3220 – 3240.

**Section 6. Governing Law and Venue**

This Agreement shall be governed by the laws of the state of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County, Florida.

**Section 7. Recording and Filing**

This Interlocal Agreement (and all future amendments hereto, in any) shall be recorded in the Public Records of Monroe County, Florida and filed with the FDOT (Aviation Office MS- 46) pursuant to F.S. 333.03(3) and 163.01(11). The County and the City shall file their respective airport zoning codes, rules, regulations and amendments and proposed and granted variances thereto with FDOT pursuant to F.S. 333.03(3) within 30 days after they are adopted or issued.

**Section 8. Term, Amendment, and Termination of Agreement**

The term of this Interlocal Agreement shall be thirty years from its effective date. However, prior to its expiration, the parties shall either (1) execute a replacement interlocal agreement; or (2) create a joint airport zoning board, as required by F.S. 333.03(1)(b). This Agreement may be amended from time to time pursuant to the provisions of F.S. 163.01.

**Section 9. Effective Date**

This Interlocal Agreement shall become effective upon its execution by both parties and its recording with the Clerk pursuant to F.S. 163.01(11).

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives.



ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: Kevin Madok  
Clerk

By: George L. Nungest  
Mayor/Chairman

(SEAL)

CITY OF MARATHON

ATTEST:

By: Diane Clavier  
Clerk

By: R. Daniel Zigun  
Mayor

MONROE COUNTY CLERK  
APPROVED AS TO FORM  
Peter J. Madok  
ASSISTANT COUNTY CLERK  
Date: 7/29/17

FILED FOR RECORD  
2017 AUG 21 PM 12:12  
CLK. CIR. CL.  
MONROE COUNTY, FLA