BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 4/16 & 17/2003 Division: County Attorney
Bulk Item: Yes xx No ____ Department: County Attorney

AGENDA ITEM WORDING:

Request for approval of settlement agreement in Monroe County v. Key Largo Ocean Resorts Coop, Inc.

ITEM BACKGROUND:

This is a code enforcement lien foreclosure case. Staff has negotiated a tentative settlement agreement wherein Key Largo Ocean Resorts Coop, Inc. (KLOR) would enter into a development agreement that would address the remaining code violations that exist on the property. The proposed settlement and development agreements would eliminate the need to initiate code enforcement actions against each of the lots at KLOR. The proposed settlement agreement preserves the County's right to foreclose should either agreement be breached. A copy of the proposed settlement agreement is attached.

PREVIOUS RELEVANT BOCC ACTION:

None

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval

TOTAL COST:_____ **BUDGETED:** Yes ____ No ____
COST TO COUNTY:_____ **SOURCE OF FUNDS:**_____

REVENUE PRODUCING: Yes ____ No _____ **AMOUNT PER MONTH**_____ **Year** _____

APPROVED BY: County Atty ____ OMB/Purchasing _____ Risk Management _____

DIVISION DIRECTOR APPROVAL: _____
J. R. COLLINS

DOCUMENTATION: Included _____ To Follow_____ Not Required_____

DISPOSITION:_____ **AGENDA ITEM #** 310

IN THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA
CIVIL DIVISION

MONROE COUNTY, FLORIDA,
Plaintiff,

vs. Case No.: CAP 96-260

KEY LARGO OCEAN RESORTS CO-OP, INC.,
Defendant.
_____/

Settlement Agreement

The Plaintiff Board of County Commissioners of Monroe County, Florida (hereinafter referred to as "the County" when referring to the governmental entity and the "BOCC" when referring to the Board itself), and the Defendant Key Largo Ocean Resorts Coop, Inc. (hereinafter referred to "KLOR"), hereby enter into this agreement to settle the above-captioned lien foreclosure case, and in furtherance thereof state as follows:

1. The parties jointly move this Honorable Court to take this matter off the Court's trial docket so that the parties may complete the development process of the Defendant's property as set forth in this agreement and its attachments.

2. The Court shall retain jurisdiction to enforce provisions of this agreement and shall have the authority, on its own motion or on motion of one of the parties, to return the case to the trial docket in the event that there is a material breach of the terms of this agreement.

3. KLOR will submit its final site plan to the County Planning Department by March 28, 2003.

4. Upon submission of the complete development application and a site plan, and its review by County staff, the County will schedule a hearing on the development agreement before the Planning Commission at the earliest opportunity.

5. After recommendation by the Planning Commission, the County will schedule a hearing before the BOCC at the earliest opportunity.

6. If approved by the BOCC, the development agreement will be submitted to the Florida Department of Community Affairs (hereinafter "DCA") for approval and execution.

7. Upon DCA approval, permits will be obtained and issued in accordance with the schedule and conditions in the executed development agreement and County Land Development Regulations.

8. All work will be completed within and in accordance with the schedule agreed upon in the executed development agreement.

9. The parties shall submit joint status reports to the Court by the first day of every quarter (January 1, April 1, July 1, and September 1) until the project is completed.

10. At the completion of the work undertaken pursuant to the agreement, the County will dismiss the foreclosure action with prejudice.

11. Each party agrees to bear its own attorney's fees and costs associated with this matter unless the Court declares there to be a material breach of this agreement and returns this matter to the trial docket.

12. The parties further agree to waive any claims that each may have asserted against the other as a result of this litigation, the underlying code enforcement proceeding, or the application of the land development regulations of the County to this property.

ATTEST:
DANNY L. KOLHAGE
CLERK:

By:_____
Deputy Clerk

Dated_____

BOARD OF COUNTY COMISSIONERS
OF MONROE COUNTY

By:_____
Dixie Spehar, Mayor

Key Largo Ocean Resorts Co-op, Inc.

_____
Signature of Witness
Printed Name of Witness

By:_____
Pedro Salva President (date)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
ATTORNEY'S OFFICE
DATE 04-01-03