

RESOLUTION NO. 2003- 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH MONROE COUNTY REGARDING LIBRARY IMPACT FEES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City") seeks to ensure that adequate library facilities are provided to the City; and

WHEREAS, library impact fees are one method to ensure that new residential development within the City contributes a fair share of the costs of providing library facilities; and

WHEREAS, the City desires to enter into an Agreement with the Monroe County to accomplish the continued use of library impact fees within the City.

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

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

Section 2. The Agreement with Monroe County in substantially the form attached as Exhibit "A" is approved. The Mayor is authorized to execute said Agreement on behalf of the City.

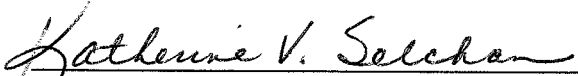
Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED the 7th day of January, 2003.



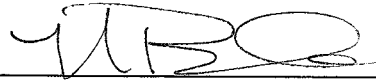
JOHN BARTUS, MAYOR

ATTEST:



KATHERINE V. SALCHAN
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY



John Bartus
Mayor

Randy Mearns
Vice Mayor

Franklin D. Greenman
Councilman

John Repetto
Councilman

Pete Worthington
Councilman

Craig Wrathell,
Moyer, Ward, Wrathell
& Associates
City Manager

Nina L. Boniske
John R. Herin, Jr.,
Weiss Serota Helfman
Pastoriza & Guedes, P.A.
City Attorneys

January 13, 2003

Transmitted via Certified Mail
No. 7001 2510 0001 0603 4576

Monroe County
Office of Chief Assistant to the County Attorney
P.O. Box 1026
Key West, FL 33041

Attention: Mr. Robert Wolfe
Chief Assistant to the County Attorney

Subject: **City of Marathon – Monroe County, Florida
Library Impact Fee Interlocal Agreement**

Dear Mr. Wolfe:

On behalf of the City of Marathon, I am pleased to provide you with four (4) duplicate originals of the above referenced Interlocal Agreement that was approved by the City Council of the City of Marathon at their Special Call Meeting held on Tuesday, January 7, 2003.

These documents are being sent to your attention with the request that you will be able to provide assistance in having these documents signed on behalf of Monroe County, and that one (1) of the documents be sent back to my attention, upon completion, for the City's records.

If I can be of any further assistance to you in this matter, please do not hesitate to contact me directly.

Sincerely,

Katherine V. Selchan
City Clerk
City of Marathon

:ks
Enclosures

PLEASE REPLY TO:

10045-55 Overseas Highway ■ Marathon, Florida 33050 ■ Phone: 305-743-0033 ■ Fax: 305-743-3667
 210 N. University Drive, Suite 702 ■ Coral Springs, Florida 33071 ■ Phone: 954-753-5841 ■ Fax: 954-345-1292

LIBRARY IMPACT FEE INTERLOCAL AGREEMENT
City of Marathon

This interlocal agreement for the collection and distribution of impact fees is entered into by and between Monroe County, a political subdivision of the State of Florida, and the City of Marathon, a municipal corporation, under the authority granted in Sec. 163.01, F.S. The parties hereby covenant and agree as follows:

1. As authorized by Art. 8, Sec. 1(f), Fla. Const., the County and the City agree that the library fees imposed by Sec. 9.5-493, Monroe County Code, apply within the City and are not in conflict with any municipal ordinance.

2. a) Any person, including any government agency, initiating new residential development within the City, that will require new library public facility demands must pay the applicable fair share library impact fees (hereafter the impact fees) due as set forth in Sec. 9.5-493, Monroe County Code. For the purposes of Sec. 9.5-493, Monroe County Code, the parties agree residential unit means a dwelling unit that is designed for, and capable of, serving as a residence for a full housekeeping unit and which includes a kitchen composed of at least a refrigerator and stove.

b) The City must collect the library impact fees due under Sec. 9.5-493, Monroe County Code, and subsection 2(a) of this agreement from any person initiating new residential development within the City before issuing a certificate of occupancy for such development, unless such person or the proposed development is exempt from the imposition of impact fees under Sec. 9.5-493, Monroe County Code.

c) All impact fees collected by the City must be properly identified and as such promptly transferred to the City Finance Director. The City shall establish an appropriate accounting mechanism to ensure that the library impact fees collected are earmarked for the purposes established by this agreement. The library impact fee accounting must restrict the proceeds for use exclusively for the capital expansion of the County's libraries serving the City of Marathon, within the Middle Keys impact fee subdistrict depicted in Chap. 9.5, Exhibit A, Monroe County Code.

3. At the end of each calendar quarter, the City must promptly pay the County the library impact fees collected within the City. The County may only expend the City collected library impact fees for the library capital expansion as authorized by Sec. 9.5-493, Monroe County Code, in the Middle Keys impact fee subdistrict described in Chap. 9.5, Exhibit A, Monroe County Code. The City may retain five percent (5%) of all fees collected, as an administrative charge.

4. The City and County further agree and covenant:

a) That the library impact fees collected in the City pursuant to this interlocal agreement will be expended according to the capital facilities element of the City's comprehensive plan or the County's comprehensive land use plan, as appropriate;

b) That all library impact fees collected in the City pursuant to this interlocal agreement will be expended by the County in a manner consistent with Contractors and Builders Association of Pinellas County v. City of Dunedin, 329 So. 2d 314 (Fla. 1976); and Home Builders and Contractors' Association of Palm Beach County v. Board of County Commissioners of Palm Beach County, 46 So. 2d 140 (Fla. App. 4th DCA 1983); and

c) That accurate records and accounts of the receipt and expenditure of such fees will be kept by the City and County according to generally accepted government accounting principles, and made available to representatives of the other party upon request.

d) The City shall establish an appropriate accounting mechanism to ensure that the library impact fees collected are earmarked for the purposes established by this agreement.

5. This interlocal agreement supersedes and replaces any and all prior interlocal agreement or understandings between the parties concerning library impact fees.

6. This interlocal agreement will take effect when a certified copy is filed with the Clerk of the Circuit Court for Monroe County and the Clerk of the City.

DATED this _____ day of _____, 2003.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

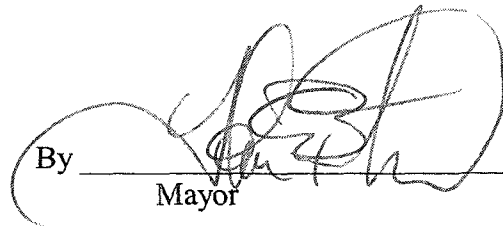
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)
ATTEST:

By Katherine V. Selchan
City Clerk

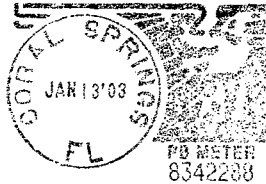
By 
Mayor

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7257
 E090
 T000
 0152
 T002

OFFICIAL

Postage	\$.83
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To MR. ROBERT WOLFE @ MONROE CTY.
 Street, Apt. No.,
 or PO Box No. P.O. Box 1026
 City, State, ZIP+4 Key West, FL 33041

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Robert Wolfe
 Chief Asst. to County Attorney
 Monroe County
 P.O. Box 1026
 Key West, Florida 33041

2. Article Number
 (Transfer from service label) **7001 2510 0001 0603 4576**

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
Sheila Sutton

B. Received by (Printed Name) Sheila Sutton

C. Date of Delivery 1/14/03

D. Is delivery address different from item 1? Yes
 No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes