

RESOLUTION NO. 00-10-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH MONROE COUNTY PROVIDING FOR UTILIZATION OF THE COUNTY'S GARBAGE DISPOSAL SYSTEM, INCLUDING UTILIZATION OF THE COUNTY'S TRANSFER STATION AND HAUL-OUT SERVICES SUBJECT TO REVIEW AND APPROVAL BY THE CITY MANAGER AND CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City") had determined that it is in the best interest of the City to enter into an agreement with Monroe County, Florida (the "County") providing for utilization of the County's garbage disposal system, including the utilization of the County's transfer station and the County's haul-out services; and

WHEREAS, the City Manager is in the process of obtaining a draft Agreement from the County with respect to the contemplated services.

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 City is authorized to enter into an agreement with the County for utilization of the County's garbage disposal system, including the utilization of the County's transfer station and the County's haul-out services.

Section 3. The final Agreement between the City and the County is subject to the review and approval of the City Manager and City Attorney.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28TH day of NOVEMBER, 2000.



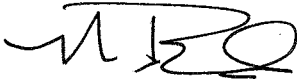
ROBERT MILLER, MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY

MEMORANDUM

TO: Board of County Commissioners

FROM: James L. Roberts
County Administrator

DATE: September 28, 2000

SUBJECT: Solid Waste Agreement with City of Marathon

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At its meeting on Wednesday, September 20, 2000, the Board of County Commissioners directed staff to meet with the City of Marathon to work out any differences in reference to solid waste issues and to come to an agreement to present to the Board of County Commissioners. On Monday morning, September 25, 2000, the Administrator and staff met with our solid waste consultant to define the issues and the statistics. That afternoon, we began negotiations by conference call with representatives of Marathon. Those negotiations continued through September 26 and 27 and, as of 10:00 a.m. on September 28, I have received word from Marathon confirming an agreement.

I am informed that Marathon passed its budget on the evening of September 26, 2000. I am also informed that they have held up their contract with Marathon Garbage Service until an agreement could be reached with the County. As a result of discussions, the City Manager informed me that a special meeting will be scheduled for this evening, September 28, to pass the contract with Marathon Garbage Service. That contract would be effective October 1, 2000, and would include bringing Marathon solid waste to the County's transfer station. Marathon has requested that we hold a special meeting to approve an interlocal agreement.

I have spoken with the Mayor and the County Attorney and a meeting is scheduled for Friday, September 29, 2:00 p.m., at The Harvey Government Center. We would either have to preempt the Code Enforcement hearings that are scheduled to be televised on Channel 16 or tape our meeting and show it at a later time.

The outline of the proposed agreement is as follows. Of course, the money figures are the core of the agreement.

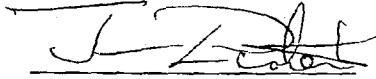
1. Marathon will pay to the County \$1,204,532 for service at the County's transfer station. This will include the acceptance and haul out of all residential and commercial solid waste and recycling. The one year agreement is predicated upon the obligation of Marathon Garbage Service (to be included within its contract with Marathon) to delineate clearly that solid waste which is coming from the incorporated area of Marathon and that

which is coming from the unincorporated area. If the projected amount of solid waste coming to the transfer station were billed on a per ton basis, the County would project revenue of \$1, 403,000. That is a difference of approximately \$199,000 for the County. Although that is a loss of revenue, analysis by staff and the consultant indicates that the fund is sufficiently strong so there will be no impact on other users of the transfer station. Marathon has informed me that this is their absolute bottom line.

2. This is to be a one year agreement during which the County and the City will analyze the actual statistics in reference to solid waste brought to the transfer station. Please be reminded that under the charter passed by the state legislature, the City has an obligation to bring solid waste to our transfer station.
3. Marathon will pay its fees to the County on a quarterly basis with a schedule to be worked out between the City Manager and County Administrator.
4. Marathon Garbage Service contract with the City of Marathon will have an obligation for the franchisee to separate solid waste so that the City of Marathon and the County can clearly know what the actual tonnage is coming from the City.
5. The County and the City will cooperate and will discuss a joint approach to disaster response especially in reference to clean-up after storm events and a joint approach to reimbursement from the Federal Emergency Management Agency. In fact, the County staff has already been working on a new approach for next year and was preparing to present it to the Board of County Commissioners later in the Fall (other cities may want to join this effort).
6. If FY 2001 Solid Waste budget results in an operating surplus on September 30, 2001, Marathon would be entitled to its proportionate share of that amount.
7. C&D Disposal is not included in the above agreement and must be handled separately by the franchisee.

Since the Board of County Commissioners instructed the Administration to work on an agreement and we have done so for over three days, I believe this is the best agreement that can be arrived at with the City of Marathon. On that basis, I would recommend it to you.

We shall proceed with scheduling a special meeting for September 29, 2000, so that these issues can be resolved by October 1, 2000, the beginning of the new fiscal year.



James L. Roberts  
County Administrator

JLR:dlf

cc: Jim Hendrick, County Attorney  
Jim Malloch, Community Services Director  
Dent Pierce, Public Works Director  
Bill Redman, Solid Waste Consultant