

## M E M O R A N D U M

Date: October 21, 2015

**TO:** Town Commission  
**FROM:** Dave Bullock, Town Manager  
**SUBJECT:** Interlocal Agreement with Sarasota County to Provide for  
Collection and Use of Mobility Fees

---

Sarasota County adopted Ordinance 2015-051 following a public hearing at their September 8, 2015 Meeting. The Ordinance provides for collection and use of mobility fees and becomes effective on January 1, 2016.

The mobility fees collected can only be spent on multi-modal improvements within the district in which they are collected. In order to opt-in, the Town must enter into an amended Interlocal Agreement with Sarasota County regarding collection of mobility fees prior to the effective date of the Mobility Fee Ordinance.

If the Town opts in, and adopts, the Sarasota County Interlocal Agreement for Collection and use of the mobility fee it would become effective on January 1, 2016. Any complete building permit applied for before January 1, 2016 would be assessed the current road impact fee. Any building permit applied for after January 1, 2016 would be assessed a mobility fee.

The Interlocal Agreement with Sarasota County is placed on the November 2, 2015 Regular Meeting for Commission consideration and formal action.

## **MOBILITY FEE COLLECTION INTERLOCAL AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the TOWN OF LONGBOAT KEY (Longboat Key), a Florida municipal corporation, and SARASOTA COUNTY (County), a Political Subdivision of the State of Florida and a Home Rule Charter County.

### **W I T N E S S E T H:**

WHEREAS, Longboat Key sits in both Manatee and Sarasota Counties; and

WHEREAS, this Agreement shall only apply to the portion of the Longboat Key that is within Sarasota County (herein after “the Sarasota portion of Longboat Key”); and

WHEREAS, Longboat Key and the County have long partnered together regarding the collection of County imposed road impact fees within the Sarasota portion of Longboat Key ; and

WHEREAS, the County has recently adopted Ordinance 2015-051, which establishes a system of Mobility Fees that are intended to replace road impact fees; and

WHEREAS, the Mobility Fee system recognizes a municipal service district that corresponds to the Sarasota portion of the municipal boundaries of Longboat Key; and

WHEREAS, Longboat Key and the County agree that the collection of mobility fees on development within the Sarasota portion of Longboat Key is best accomplished by Longboat Key in accordance with the terms of this Interlocal Agreement; and

WHEREAS, Longboat Key and the County agree that the collection of mobility fees on development within the Sarasota portion of Longboat Key is in the best interest of Longboat Key , the County and the general public;

NOW, THEREFORE, for and in consideration of mutual covenants and obligations set forth herein, Longboat Key and the County agree as follows:

- I. Calculation and Collection of Impact Fees and Service Charges.
  - a. Mobility Fees and service charges calculated and imposed pursuant to Sarasota County Ordinance No. 2015-051, as codified in Chapter 70, Article XII of the Sarasota County Code, shall be collected by Longboat Key officials authorized to issue certificates of occupancy within the Sarasota portion of Longboat Key.
  - b. Longboat Key shall collect the Mobility Fee and service charges determined to be due at the time of issuance of a certificate of occupancy

for the subject development within the Sarasota portion of Longboat Key as provided for in Chapter 70, Article XII of the Sarasota County Code, as the same may be amended from time to time.

- c. Longboat Key shall be designated to calculate the Mobility Fee within the Sarasota portion of Longboat Key due for all land uses listed in Section 70-522 of the Sarasota County Code, as the same may be amended from time to time. Attached hereto as Table 1 is a schedule of County rates to be used by Longboat Key to compute such Mobility Fee. Longboat Key hereby declares that the Sarasota portion of Longboat Key meets the definition of Urban Infill under Sarasota County 2015-051 and is hereby designated as Urban Infill for all County Mobility fee purposes. The County will provide an update of the applicable mobility fee rates whenever the County updates its Mobility Fees.
- d. Service charges shall be established by resolution of the Board of County Commissioners as part of the annual review of Mobility Fees or at such other times as deemed necessary. The Service Charge shall be allocated between Longboat Key and the County as set forth in the resolution. Service charges shall be established by the County consistent with the Florida Impact Fee Act (Section 163.31801, Florida Statutes).
- e. The Service Charge is in addition to and shall be paid separately from the impact fee, but, shall be payable at the time of certificate of occupancy issuance.

## II. Transfer of Mobility Fee and Service Funds.

- a. All mobility fee funds and service charges collected by Longboat Key within the Sarasota portion of Longboat Key shall be properly identified as Mobility Funds and Mobility Fee Service Charge Funds and, with the exception of the service charge to defray Longboat Key's administrative expenses, shall be transferred from Longboat Key to the County once each month by wire transfer on the last working day of the month beginning with the effective date of this Agreement.
- b. Mobility fees received by the County from Longboat Key shall be placed in the corresponding Mobility Fee Fund established pursuant to Section 70-515 of the Sarasota County Code, which shall be an interest-bearing account. Interest earned in such Fund shall be used solely for Transportation Facility projects pursuant to Chapter 70, Article XII of the Sarasota County Code.
- c. Service charges received by the County shall be deposited to the appropriate County funds within five (5) working days of receipt. Service charges retained by Longboat Key shall be deposited to the appropriate fund within five (5) working days of receipt.

- d. Longboat Key, through its elected representatives and a public hearing process, shall be given the opportunity to provide input into the annual development of the Sarasota County Capital Improvement Program with regard to Transportation facilities within Longboat Key.
- e. The County shall fund the provision of Transportation facilities with mobility fees and other County funds. However, Mobility fees shall only be used to meet the transportation facilities demands created by new development and shall not be used to correct existing deficiencies.

III. Accounting of Funds.

- a. The County Finance Department shall maintain the records of the Mobility Fee Fund.
- b. The County Finance Department shall provide quarterly financial reports to Longboat Key, which reports shall include a year-to-date Trial Balance, a Revenue Comparison Report (year-to-date versus estimated fiscal year) and a Statement of Encumbrances and Expenditures versus Appropriations (year-to-date).

IV. Indemnity.

The County shall indemnify, defend and hold harmless Longboat Key, its officers, agents and employees from and against all liability, claims, suits, costs and attorney fees in any manner resulting from, arising out of, or in any way connected with establishment and administration of the Mobility Fee, Chapter 70, Article XII of the Sarasota County Code or any future amendments or successors thereto, unless caused by the sole negligence of Longboat Key or its officers, agents or employees.

V. Duty to Defend.

Longboat Key shall promptly notify the County of all claims or suits within the scope of Section IV. The County shall defend all such claims at the sole cost and expense of the County unless it is determined that the claim or liability is based upon the sole negligence or breach of this Agreement by Longboat Key or its officers, agents or employees.

VI. Duration.

- a. This Agreement shall remain in full force and effect unless terminated by the parties hereto pursuant to the procedure set forth herein.

- b. Either party intending to terminate this Interlocal Agreement shall declare its intention to do so at a public meeting stating with particularity the reasons therefore.
- c. The Declaration of Intention to Terminate shall be forwarded to the other party.
- d. Not less than thirty (30) days after issuance by the Board of County Commissioners or receipt from the Longboat Key Commission of the Declaration of Intention to Terminate, the Board of County Commissioners shall schedule and hold a public hearing on the matter.
- e. Not less than fourteen (14) days prior to the date set for the public hearing, Longboat Key shall be given notice of the date, time and place of the public hearing and shall be invited to appear and make a presentation to the Board of County Commissioners.
- f. After the close of the public hearing, the Board of County Commissioners shall make Findings with respect to the evidence and testimony given and shall make a recommendation regarding termination of the Interlocal Agreement, which recommendation shall be provided to Longboat Key.
- g. If the recommendation is to approve the termination, the Board shall specify the alternative Mobility Fee collection procedures to be used in Longboat Key and the Interlocal Agreement shall be terminated effective on the next succeeding September 30<sup>th</sup>.
- h. If the recommendation is to deny termination, the Board shall specify the reasons therefore.
- i. The recommendation of the Board of County Commissioners shall be provided to Longboat Key, which shall schedule and hold a public hearing not sooner than thirty (30) days following receipt of the recommendation.
- j. If, after the close of the public hearing, Longboat Key recommends termination, the Interlocal Agreement shall be terminated effective on the next succeeding September 30<sup>th</sup>.

VII. Amendment of the Agreement.

This Agreement may be amended only by the mutual consent of the parties, and in the same manner as the original adoption of this Agreement.

VIII. Further Assurances.

The County and Longboat Key agree to perform the provisions of this Agreement in good faith and to take no actions in conflict with the terms or intent of this

Agreement. The County and Longboat Key agree in good faith to take all actions necessary to implement the terms and intent of this Agreement. The County shall file a fully executed original of this Agreement with the Clerk of Court of Sarasota County.

IX. Conflict.

In the event of any conflict between the terms of this Agreement and either the Sarasota County Code or Longboat Key Code, each party agrees to take appropriate actions to resolve such conflict within a reasonable time. The dispute resolution process sets forth in Section VI of this Agreement, shall serve as a substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.

X. Dispute Resolution.

In the event of a dispute between the Town and County under this Interlocal Agreement, the Town Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Town Manager and the County Administrator. The decision of the Town Manager and County Administrator regarding the dispute shall be final. In the event the Town Manager and County Administrator are unable to agree, the matter shall be referred to the respective Commissions to be resolved in a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

XI. Effective Date.

This Agreement shall be effective upon adoption by both parties hereto.

IN WITNESS WHEREOF, THE TOWN OF LONGBOAT KEY, FLORIDA, has caused this Interlocal Agreement to be executed by its Mayor and affixed its official seal, attested to by its Clerk, pursuant to the authorization of the Longboat Key Town Commission, and SARASOTA COUNTY, FLORIDA, has caused this Agreement to be executed by its Chair and affixed its official seal, attested to by its Clerk, pursuant to the authorization of its Board of County Commissioners, on the day and year indicated below.

TOWN OF LONGBOAT KEY,  
FLORIDA

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

\_\_\_\_\_  
By: Mayor

\_\_\_\_\_  
By: Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
KAREN E. RUSHING  
Clerk of the Circuit Court  
and Ex-Officio Clerk of the  
Board of County Commissioners  
of Sarasota County, Florida

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and correctness:

Approved as to form and correctness:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
County Attorney

**Table 1**

<b>Mobility Fee Schedule Category/Land Use Type</b>	<b>Urban Infill Mobility Fee</b>
Single Family	
Less than 1,500 sq. ft.	\$1,892
1,500 - 3,500 sq. ft.	\$2,485
Greater than 3,500 sq. ft.	\$2,829
Rural Single Family	N/A
Multi-Family	\$1,636
Townhome / Condo / Urban Flat	\$1,429
Mobile Home / RV	N/A
Adult Congregate Living Facility	\$581
Marina per Berth	\$343
Golf Course per Hole	\$3,336
Multipurpose Recreational Facility per Acre	\$3,749
Movie Theater per Seat	\$187
Racquet/Tennis Club per Court	\$3,255
Health/Fitness/Athletic Club per 1,000 FT <sup>2</sup>	\$3,544
Recreational Community Center per 1,000 FT <sup>2</sup>	\$3,158
Private School (K-12)	\$761
Place of Assembly	\$890
Place of Assembly with Private School (K-12)	\$1,758
Day Care Center	\$2,143
Hospitals	\$1,913
Nursing Home	\$831
Office / Medical / Dental / Research	\$2,272

Mobility Fee Schedule Category/Land Use Type	Urban Infill Mobility Fee
Warehousing / Manufacturing / Industrial	\$1,042
Mini-Warehousing	\$324
Neighborhood Retail (less than 10,000 FT <sup>2</sup> )	\$2,001
Community Retail (10,000 FT <sup>2</sup> to 100,000 FT <sup>2</sup> )	\$3,760
Regional Retail (greater than 100,000 FT <sup>2</sup> )	\$4,917
Variety / Dollar Store	\$4,336
Discount Superstore with Grocery	\$6,683
Wholesale / Discount Club - Membership	\$5,504
Grocery Store	\$5,449
Pharmacy with Drive-Thru	\$4,221
Restaurant with Drive-Thru	\$9,380
Car Sales	\$3,141
Auto Parts Store	\$4,193
Tire & Auto Repair	\$1,730
Hotel / Lodging per Room	\$1,190
Bank/Savings with Drive-Thru per Drive-Thru Lane	\$4,514
Convenience Market / Gas Station per Fuel Position	\$11,410
Quick Lube Vehicle Service per Bay	\$1,297
Car Wash per Stall	\$3,501



**End of Agenda Item**