

**AGREEMENT FOR THE DEFERRAL
OF CITY OF MARCO ISLAND IMPACT FEES**

This Agreement for the Deferral of City of Marco Island Impact Fees is hereby entered into this ____ day of October, 2025, by and between the City of Marco Island, (hereinafter referred to as "City,") and the YMCA of Collier County, Inc. (hereinafter referred to as "YMCA"). The City and the YMCA shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, the YMCA, which is a qualified charitable organization, is currently constructing a Healthy Living Center within the City of Marco Island;

WHEREAS, the Healthy Living Center project is an important community initiative designed to enhance the facilities available on Marco Island and the Center will directly support healthy living initiatives and provide program and socialization space for critical community needs in the City of Marco Island that have been identified and are currently underserved. After constructing the Healthy Living Center, the YMCA will be better positioned to serve the community across all areas of its mission: healthy living, youth development, and strengthening the community in body, mind, and spirit for all ages and income levels; and

WHEREAS, YMCA has applied for a deferral of One Hundred Fourty One Thousand, Two Hundred Fifty One and 29/100 Dollars (\$141,251.29) in City Impact Fees; and

WHEREAS, pursuant to Section 52-138(a) of the City of Marco Island Code of Ordinances, the City may agree to defer the payment of the City's Impact Fees upon the execution of a written agreement; and

WHEREAS, by signing this Agreement, the City hereby approves a deferral of impact fees subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and

valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties covenant and agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated by reference herein.

2. **Property**. The address and legal description of the property which is the subject of this impact fee deferral (hereinafter referred to as the "Subject Property") is 101 Sandhill Street, Marco Island, FL 34145; Marco Beach Unit 25- Tract A and Tract B.

3. **Deferred Fees**. The City hereby defers the sum of \$141,251.59 in City of Marco Island Impact Fees, which the YMCA acknowledges would be otherwise due and owing. These deferred impact fees are itemized in Attached Invoice 25-0060512 from the City of Marco Island; Reference Number COMM-24-06109 (the "Invoice").

4. **Deferral Term**. The City Impact Fees will be deferred until such time as the Certificate of Occupancy (CO) is requested for the project. The YMCA shall pay the Invoice prior to the issuance of the CO. If the YMCA does not pay the Invoice, then the City shall have the right to not issue the CO.

5. **No Assignment**. This Agreement is personal to the YMCA, and as such, this Agreement may not be assigned or otherwise transferred to anyone without City's prior written consent, which consent may be freely withheld.

6. **Amendment**. Except as otherwise provided herein, this Agreement shall only be amended by mutual written consent of the parties hereto or by their successors in interest. All notices and other communications required or permitted hereunder shall be in writing and shall be sent by Certified Mail, return receipt requested, or by a nationally recognized overnight delivery service, and addressed as follow:

To City:
City of Marco Island

To YMCA:
YMCA of Collier County, Inc.

50 Bald Eagle Drive
Marco Island, Florida 34145
Attn: Michael McNeese, City Manager

101 Sand Hill Street
Marco Island, Florida 34145
Attn: Cindy Love-Abounader, CEO

Notice shall be deemed to have been given on the next successive business day after the date of the courier receipt if sent by nationally recognized overnight delivery service.

7. **Dispute Resolution.** In the event of a dispute under this Agreement, the parties may elect to use the City's then-current Alternative Dispute Resolution Procedure; however, at either party's option, either party may file an action for relief in the Circuit Court of Collier County to enforce the terms of this Agreement, which shall be the sole venue for any such disputes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first above written.

WITNESS:

YMCA OF COLLIER COUNTY, INC.



Print Name:

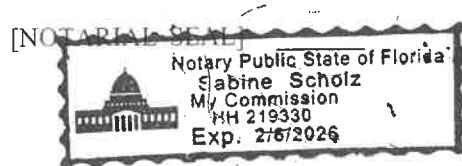
By: Lucinda Love Abounader
Print Name: Lucinda Love-Abounader
Title: President / CEO

WITNESS: 

Print Name:

STATE OF FLORIDA
CITY OF MARCO ISLAND

The foregoing document was acknowledged before me by Lucinda Love as President of the YMCA of Collier County, Inc., who is personally known to me or has produced identification on this 10th day of Oct., 2025.



Signature of Notary Public - State of Florida)

Sabine Scholz

Print, Type, or Stamp

Commissioned Name of Notary Public)

CITY OF MARCO ISLAND, FLORIDA:

By _____
Michael McNees, City Manager

ATTEST:

Date: _____

Ms. Joan Taylor, City Clerk

Approved as to form:

By: _____
Alan L. Gabriel, City Attorney

