

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA
RESOLUTION 2011-120**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE MONROE COUNTY PROPERTY APPRAISER, KEYS ENERGY SERVICES, FLORIDA KEYS ELECTRIC COOPERATIVE, THE FLORIDA KEYS AQUEDUCT AUTHORITY AND THE CITY OF MARATHON, FLORIDA TO SHARE IN THE COST OF OBTAINING HIGH RESOLUTION AERIAL PHOTOGRAPHY OF THE FLORIDA KEYS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City desires to enter into an Interlocal Agreement (the "ILA") to obtain current high resolution aerial photography of the Florida Keys in cooperation with the Monroe County Property Appraiser, Keys Energy Services, Florida Keys Electric Cooperative, and Florida Keys Aqueduct Authority; and

WHEREAS, \$20,000 has been appropriated for this project in the City's FY 2011-2012 budget.

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

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The ILA between the City, the Monroe County Property Appraiser, Keys Energy Services, Florida Keys Electric Cooperative, and the Florida Keys Aqueduct Authority for the provision of high resolution aerial photography of the Keys, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the ILA and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF DECEMBER, 2011.

THE CITY OF MARATHON, FLORIDA



Pete Worthington, Mayor

AYES: Cinque, Keating, Ramsay, Snead, Worthington
NOES: None
ABSENT: None
ABSTAIN: None

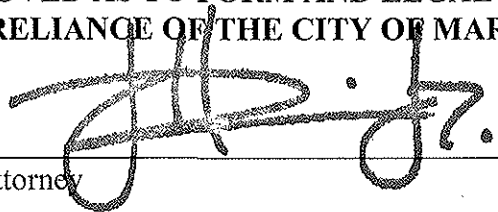
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

**AGREEMENT BETWEEN THE MONROE COUNTY PROPERTY APPRAISER'S
OFFICE, KEYS ENERGY SERVICES, FLORIDA KEYS ELECTRIC COOP,
THE FLORIDA KEYS AQUEDUCT AUTHORITY AND
THE CITY OF MARATHON, FLORIDA**

THIS IS AN AGREEMENT entered into by and between the Monroe County Property Appraiser, Keys Energy Services, Florida Keys Electric Coop, the Florida Keys Aqueduct Authority and the City of Marathon, Florida, dated this 12 day of December, 2011.

WITNESSETH:

WHEREAS, pursuant to section 195.022, Florida Statutes, the Florida Department of Revenue is required at least once every three years, to provide the property appraisers with aerial photographs of their counties with a population greater than 25,000, such as Monroe County, the aerals are provided at the counties' expense, and

WHEREAS, the Department of Revenue has contracted with Kucera International, Inc. to provide the current aerals; and

WHEREAS, the Department of Revenue - Kucera agreement provides for twelve inch (12") pixel resolution digital orthophotography and,

WHEREAS, the Parties hereto desire to acquire copies of the aerial photos but at an enhanced resolution of six inch (6") pixel resolution and have agreed to pay for any increase in cost for the enhanced resolution.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations, and agreements contained herein, together with other good and valuable consideration exchanged between the parties, and pursuant to the authority under F. S. Sec. 163.01, the Parties to this Agreement do undertake, promise and agree for themselves, and their successors as follows:

ARTICLE I

SECTION 1.01. RECITALS. It is hereby ascertained, determined and declared by the parties that:

(A) Department of Revenue has entered an agreement with Kucera to provide the aerial photography for twelve inch (12") pixel resolution digital photographs for a cost of \$90.00 per square mile for approximately 720 square miles for a cost of \$64,800.00;

(B) Kucera has agreed to provide the aerial photographs at six inch (6") pixel resolution digital photographs at the additional cost of \$62.00 per square mile for approximately 720 miles or \$44,640.00; and

(C) The Parties, other than the Property Appraiser have additionally requested oblique photos of individual parcels.

SECTION 1.02. INCORPORATION. The findings, recitals and acknowledgements contained herein are true, correct and incorporated in this Agreement.

**ARTICLE II
AERIAL PHOTOGRAPHY**

SECTION 2.01. The Property Appraiser has allocated \$72,000.00 in his current budget for aerial photography and agrees to apply the \$72,000.00 toward the cost of the aerial photography of the six inch (6") resolution.

SECTION 2.02. The City of Marathon commits to contribute \$20,000.00 toward the cost of the aerial photography of the six inch (6") resolution.

SECTION 2.03. Keys Energy Services, Florida Keys Electric Cooperative Association, Inc, and the Florida Keys Aqueduct Authority each agree to pay \$5,813.33 toward the enhanced cost of the aerial photography of the six inch (6") resolution.

ARTICLE III

SECTION 3.01. Kucera has agreed to provide obliques photos according to the following schedule:

1/2 ft Obliques	720	\$	132	\$95,040.00
4 inch Obliques	720	\$	160	\$115,200.00
3 inch Obliques	720	\$	185	\$133,200.00

SECTION 3.02. Each of the Parties may contract with Kucera under separate contract to acquire to obtain oblique photos and in that event they shall provide the necessary funds to obtain the photographs.

ARTICLE IV

SECTION 4.01. DUTIES OF PROPERTY APPRAISER.

(A) Enter this necessary agreement with Department of Revenue and Kucera to obtain the aerial photographs at six inch (6");

(B) Administer the contract to assure compliance for the benefit of the Parties hereto including determining compliance with the contract before acceptance; and

(C) Provide each of the Parties copies of the photography on a hard drive.

SECTION 4.02. DUTIES AND RESPONSIBILITY OF PARTIES. The Parties hereto acknowledge that they have the current funds available as committed and will provide payment through the Property Appraiser when the photograph has been completed and accepted by Property Appraiser. Upon notification each of the Parties shall deposit the committed funds with the Property Appraiser.

IN WITNESS WHEREOF, the Monroe County Property Appraiser, Keys Energy Services, Florida Keys Electric Coop, the Florida Keys Aqueduct Authority and the City of Marathon, Florida, have executed and delivered this Agreement as the date first above written.

ATTEST

WITNESSES:

R. Helms
Ralph Shaw

MONROE COUNTY
PROPERTY APPRAISER

K. D. Borglum
Karl D. Borglum

KEYS ENERGY SERVICES

By: _____

FLORIDA KEYS ELECTRIC
COOPERATIVE ASSOCIATION, INC

By: _____

FLORIDA KEYS AQUEDUCT
AUTHORITY

By: _____

CITY OF MARATHON

Diane Clavick
City Clerk

By: *Edward P. Northrup*

IN WITNESS WHEREOF, the Monroe County Property Appraiser, Keys Energy Services, Florida Keys Electric Coop, the Florida Keys Aqueduct Authority and the City of Marathon, Florida, have executed and delivered this Agreement as the date first above written.

ATTEST

WITNESSES:

MONROE COUNTY
PROPERTY APPRAISER

Karl D. Borglum

KEYS ENERGY SERVICES

By: *Lynne Dejean*

FLORIDA KEYS ELECTRIC
COOPERATIVE ASSOCIATION, INC

By: _____

FLORIDA KEYS AQUEDUCT
AUTHORITY

By: _____

CITY OF MARATHON

By: _____

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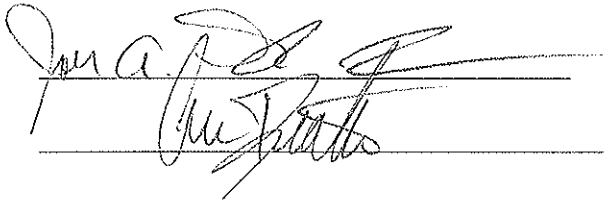
MONROE COUNTY
PROPERTY APPRAISER

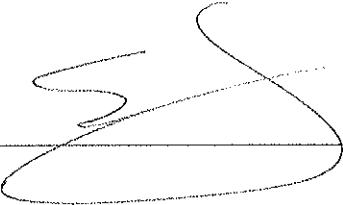
Karl D. Borglum

KEYS ENERGY SERVICES

By: _____

FLORIDA KEYS ELECTRIC
COOPERATIVE ASSOCIATION, INC



By:  _____

FLORIDA KEYS AQUEDUCT
AUTHORITY

By: _____

CITY OF MARATHON

By: _____

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ATTEST

WITNESSES:

MONROE COUNTY
PROPERTY APPRAISER

Karl D. Borglum

KEYS ENERGY SERVICES

By: _____

FLORIDA KEYS ELECTRIC
COOPERATIVE ASSOCIATION, INC

By: _____

FKAA Board Approved: 12/21/2011

FLORIDA KEYS AQUEDUCT
AUTHORITY

Elvira Lauer
Janet Coley

By: *Kirk C. Zuelch*
Kirk C. Zuelch, Executive Director

CITY OF MARATHON

By: _____