



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item G-13

#2018-311 - Approving Interlocal Cooperation Agreement for a Joint Aerial Photo Project between Hall County and the City of Grand Island

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: October 23, 2018

Subject: Approving Interlocal Agreement for a Joint Aerial Photo Project between Hall County and the City of Grand Island

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The City of Grand Island and Hall County have an established Geographic Information System (GIS), which is the computers, software, and data to allow government entities, businesses, and the public to view property records and descriptions in addition to information regarding utilities, public works, planning, schools, and government representation.

Aerial photography is an integral part of the GIS system. The City has a collection of aerial photography dating back to 1938. These are used by the City and County political subdivisions to assist in planning, information gathering, and data analysis. This collection of satellite and aerial imagery provides orthogonal (straight down) views of land and infrastructure features. City departments using this information on a daily basis include Utilities, Public Works, Emergency Services, Building, and Regional Planning.

In March 2011, the City and Hall County entered into an agreement to share the cost of an aerial photography flight in 2011. That agreement was amended in 2013 to allow for two additional flights in 2013 and 2016. In addition to the straight down, orthogonal imagery, the aerial photos from these flights also included imagery taken at an oblique angle (approximately 40 degrees), allowing views from all four directions providing a three-dimensional appearance to buildings, properties, assets, and other identifiable areas. Pictometry International Corporation is the firm that specializes in this unique capture technology. Their product and detailed images provide tools that enable users to see, measure, analyze, and plan from the convenience of their computer desktop or mobile device.

Discussion

The Interlocal Photography Agreement from 2011 was amended in 2013 and expires on June 30, 2019. The City and County would like to implement a new agreement and schedule additional aerial flights in 2019 and 2022. In addition to updating the photography to reflect current

conditions, advances in resolution provide greater detail and accuracy to better align with other GIS data. In addition, the Utilities Department has requested that additional areas be photographed to include portions of Merrick County within their Service Area. Under the proposed agreement, Pictometry will deliver three-inch resolution photography for the City of Grand Island, villages, and urbanized areas of Hall County. The balance of Hall County will be delivered at nine-inch resolution. Within the Grand Island City Limits a higher accuracy orthogonal mosaic will also be delivered. The three-inch and nine-inch resolution refers to the diameter of the area represented by each pixel in the photography.

The aerial photography flights are normally planned for March or April, when there is minimal snow cover, but prior to the trees leafing out. All departments of both Grand Island and Hall County will have access and license to use the photography and provide it to the general public via the GIS website.

The City and County propose to equally share the expense of the aerial flight project which totals \$118,974.00 per flight for a total of \$237,948.00 for two flights over the six-year term. Scheduling two flights allows the City and County to take advantage of multi-flight discount incentives, saving \$46,674.00 over the six-year term. In addition to equally sharing the project cost, the City will pay 100% of the cost of the aerial imagery that is within the Grand Island Utilities Service Area portion of Merrick County as well as 100% of the cost of upgrading to a higher accuracy product within the Grand Island City Limits. This additional cost is \$12,548.00 per flight for an additional total of \$25,096.00 over the six-year term, bringing the City's share of the total project cost to \$144,070.02.

The cost shares, by department, on an annual basis are as follows:

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
County Assessor	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50
County GIS Dept	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67
County Roads Dept	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83
County Total	\$19,829.00	\$19,829.00	\$19,829.00	\$19,829.00	\$19,829.00	\$19,829.00
City Utilities Dept	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17
City Public Works Dept	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50
E911	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
City Fire Dept	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
City Total	\$24,011.67	\$24,011.67	\$24,011.67	\$24,011.67	\$24,011.67	\$24,011.67

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Interlocal Cooperation Agreement for a Joint Aerial Photography Project between the City of Grand Island and Hall County, Nebraska.

Sample Motion

Move to approve the Interlocal Cooperation Agreement for a Joint Aerial Photography Project between the City of Grand Island and Hall County, Nebraska.

COUNTY OF HALL, NEBRASKA AND
CITY OF GRAND ISLAND, NEBRASKA
INTERLOCAL COOPERATION AGREEMENT FOR A
JOINT AERIAL PHOTO PROJECT

WHEREAS, it is in the best interests of the County of Hall, Nebraska (hereafter called the County) to continue to participate in a joint aerial photo project (hereafter called the Project) with the City of Grand Island, Nebraska (hereafter called the City); and

WHEREAS, it is in the in the best interests of the City to continue to participate in the project with the County; and

WHEREAS, the County and the City entered in an interlocal cooperation agreement for a joint aerial photo project in 2011, that was amended in 2013, and will expire on June 30, 2019.

WHEREAS, the County and the City wish to enter into an agreement for the Project pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801 *et seq.*; and

WHEREAS, the Board of Supervisors of the County has reviewed and approved this agreement and has authorized the Chairman of the Board of the County to sign this agreement; and

WHEREAS, the City Council of the City has reviewed and approved this agreement and has authorized the Mayor of the City to sign this agreement.

NOW, THEREFORE, it is hereby mutually agreed by and between the County and the City as follows:

1. DURATION. The term of the agreement shall commence upon the signing by both parties, and shall remain in force through June 30, 2025.

2. SEPARATE LEGAL OR ADMINISTRATIVE ENTITY. There shall be no separate legal or administrative entity created by this agreement.

A joint planning committee shall be formed consisting of members selected by the County and the City's joint G.I.S. Committee. The joint planning committee shall be responsible for guiding the Project and deciding whether to accept the finished products of the Project contractor, Pictometry International Corp. The project manager will be the County Assessor, who will be the point of contact for the County, the City, and Pictometry International Corp. regarding the Project. The joint planning committee will provide staff resources necessary to review, distribute and install the aerial photo products.

3. PURPOSE. The purpose of this agreement is to provide aerial products to the County and the City at a cost less than that which would be the case if the parties separately contracted for the same products. These aerial photo products will be procured pursuant to a contract entered into between the County and Pictometry International Corp. Pictometry International Corp. shall provide digital orthophotos and other digital photographic products as specified in its contract with the County for the mapping areas within the geographic boundaries of both the County and the City.

4. MANNER OF FINANCING AND MAINTAINING A BUDGET. The County and the City shall each adopt and maintain appropriations as required by law to fund its obligations under this agreement, and a separate budget shall not be required of either party.

The joint planning committee shall review payment decisions before any payment is made to Pictometry International Corp. Payment may be withheld if, in the opinion of the joint planning committee, Pictometry International Corp. has not properly performed or documented the services for which the billing has been made, or if said services are not within the contracted scope of services

The County shall make payment in response to the billings of Pictometry International Corp. An account of Project billings and payments shall be made available to the City upon request. The County agrees to bill the City each calendar year of this agreement, and the City agrees to pay the same.

Over the six (6) year term of this agreement, the County shall contract for two (2) aerial flights with Pictometry International Corp. The first flight shall commence in 2019; the second flight in 2022. The County and the City shall each pay 50% of the initial contract price of \$118,974.00 per flight, for a grand total of \$237,948.00 over the six (6) year term. In the event that the funding is committed to the Project from entities not party to this agreement, the shares of the County and the City shall each be reduced by 50% of the amount of funding received from the non-party entity.

In addition to its 50% of the initial contract price, the City agrees to pay 100% of the cost, based on unit pricing, for any additional photography in the Merrick County portion within the Grand Island Utility Service Area Boundary and 100% of an additional cost to upgrade to a higher resolution and higher accuracy imagery product within the city limits. This additional cost is \$12,548.00 per flight, for a grand total of \$25,096.00 over the six (6) year term.

The County and the City each agree to commit funding for the Project for each calendar year as follows:

	2019	2020	2021	2022	2023	2024
County Assessor	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50
County G.I.S Dept.	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67
County Roads Dept.	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83
City Utilities Dept.	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17
City Public Works Dept.	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50
E911	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
City Fire Dept.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

5. TERMINATION. This agreement shall remain in effect and be in force as provided in Paragraph 1 above. Termination prior to that time shall require the written mutual consent of both the County and the City.

6. MANNER OF DISPOSING OF PROPERTY. After completion of the Project by Pictometry International Corp., the County and the City shall each receive a copy of the digital mapping products which may be used for whatever lawful purpose they desire.

7. NON-DISCRIMINATION. The County and the City shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

8. APPLICABLE LAW. The County and the City shall conform to all existing and applicable local ordinances, resolutions, state and local laws, federal laws and existing and applicable rules and regulations. Nebraska law will govern the terms and performance of this agreement.

9. STRICT COMPLIANCE. All provisions of this agreement shall be strictly complied with as written, and no substitution or change shall be made except upon further written agreement of the County and the City.

10. MERGER. This agreement shall not be merged into any other oral or written contract, lease or deed of any type.

11. MODIFICATION. This agreement contains the entire agreement of the parties. No representations, oral or written were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any terms hereof unless done in writing and signed by authorized officers of both parties.

Dated: _____, 2018

County of Hall, Nebraska

By: _____
Jane Richardson
Chair of the Board of Supervisors

ATTEST:

Marla J. Conley
County Clerk

Dated: _____, 2018

City of Grand Island, Nebraska

By: _____
Jeremy L. Jensen
Mayor

ATTEST:

RaNae Edwards
City Clerk

RESOLUTION 2018-311

WHEREAS, the City of Grand Island, Nebraska (the City) has a history of working with multiple local governments and state agencies to provide quality aerial photography of Grand Island and the surrounding area; and

WHEREAS, in 2011 the City and Hall County entered into an Interlocal Agreement for a joint aerial photography project and sharing the expenses of that project; and

WHEREAS, the City and Hall County amended that agreement for two additional aerial photography flights in 2013 and 2016 and shared the expenses of those flights; and

WHEREAS, the City and Hall County wish to continue this cooperative effort and implement a new Interlocal Agreement for two additional flights in 2019 and 2022 and share the expenses of those flights; and

WHEREAS, this project involves cooperation between the City and Hall County, Nebraska and will result in information sharing and cost savings to both entities; and

WHEREAS, the City's cost share of the project will be \$72,035.01 for a 2019 aerial photography flight payable over the succeeding three years and \$72,035.01 for a 2022 aerial photography flight payable over the succeeding three years; and

WHEREAS, the City of Grand Island and Hall County, Nebraska have indicated an interest in working together to provide high resolution oblique and orthogonal aerial photography for their respective jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for a Joint Aerial Photography Project between the City of Grand Island and Hall County, Nebraska is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Interlocal Cooperation Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney