



City of Grand Island

Tuesday, February 09, 2010

Council Session

Item G12

**#2010-47 - Approving Interlocal Agreement with Central Platte
Natural Resources District (CPNRD) for Aerial Photography**

Staff Contact: Steven P. Riehle, Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director
Gary R. Mader, Utilities Director

Meeting: February 9, 2010

Subject: Approving Interlocal Agreement with Central Platte
Natural Resources District (CPNRD) for Aerial
Photography

Item #'s: G-12

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Geographic Information System (GIS) is used extensively by city staff and the public for information gathering and analysis. The GIS is a working tool for architects, banks, consultants, contractors, developers, general public, realtors, and many others. The aerial photos are one of the more popular and useful aspects of the GIS. The GIS currently has aerial photos available for years 1938, 1957, 1963, 2005 and 2007. The city also has aerial photos from 1975, 1992, 1999 and 2002.

The cost for aerial photos has declined over the years as digital technology has improved. The total city cost for aerial photos in 2002 was over \$120,000. The aerial photos in 2005 were paid for largely with Homeland Security funds. The total city cost for the aerial photos in 2007 was \$42,000.

Discussion

The Central Platte Natural Resources District (CPNRD), along with the cities of Grand Island, Kearney, Central City, Lexington, Cozad, Gothenburg, North Platte and Hastings, as well as the counties of Adams and Hamilton are working together to provide high resolution aerial photography for their respective jurisdictions. This project involves cooperations on many levels and will result in a significant cost savings to all entities involved in this project.

The City of Grand Island has the opportunity to update photos for Grand Island and surrounding areas in 2010 for an approximate total amount of \$36,000. The cost will be

split 50/50 with funds available within the current Public Works Engineering and Utilities budgets.

Participating in this cooperative effort will allow the city to update photos every 3 years for considerably less than the cost of updating the photos on our own.

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

Public Works and Utility Administrations recommends that the Council approve the Interlocal Agreement as presented.

Sample Motion

Move to approve the Interlocal Agreement as presented.

INTERLOCAL COOPERATIVE AGREEMENT FOR HIGH RESOLUTION ORTHOPHOTOS 2010 PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT (Agreement) is made on January __, 2010, by and between the CENTRAL PLATTE NATURAL RESOURCES DISTRICT, a Political Subdivision (CPNRD), the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City), the CITY OF KEARNEY, NEBRASKA, a Municipal Corporation (City), the CITY OF CENTRAL CITY, NEBRASKA, a Municipal Corporation (City), the CITY OF LEXINGTON, NEBRASKA, a Municipal Corporation (City), the CITY OF COZAD, NEBRASKA, a Municipal Corporation (City), the CITY OF GOTHENBURG, NEBRASKA, a Municipal Corporation (City), the CITY OF NORTH PLATTE, NEBRASKA, a Municipal Corporation (City), the CITY OF HASTINGS, NEBRASKA, a Municipal Corporation (City)/ADAMS COUNTY, a Political Subdivision, and HAMILTON COUNTY, a Political Subdivision collectively referred to as "local sponsors". This Interlocal Cooperative Agreement was developed with the understanding that all of the above public entities were inclined to participate in this Agreement. If however, in the course of securing final approval of this Agreement by the governing bodies of each public entity, a decision is made by one or more to not participate, this Agreement will still be valid and binding on all signers unless a determination is made by CPNRD, in consultation with the other signers, that the intended purpose of the Agreement is no longer financially viable.

1. DURATION:

The term of this Agreement shall commence upon approval and execution by all parties and shall continue until December 31, 2010, or until termination as provided in paragraph 5 below.

2. AGREEMENT ADMINISTRATION:

No new legal or administrative entity is created by this Agreement. This Agreement shall be administered by CPNRD with advice and recommendations from a joint board composed of one designated representative from each party. Each designated representative shall be that party's Public Works Director or equivalent or such other representative as is selected by the party and shall serve for the term specified by the designating party.

3. STATEMENT OF PURPOSE:

The purpose of this Agreement is to set forth the terms and conditions under which the parties will participate as the local sponsors in the planning and acquisition of High Resolution Orthophotos. Further, it is the purpose of this Agreement to define responsibilities for the performance of this Agreement among the parties.

4. MANNER OF FINANCING AND MAINTAINING OF BUDGET:

Each party shall adopt and maintain appropriations as required by law to fund its obligations under this Agreement. A separate budget shall not be required of any party by this Agreement.

5. TERMINATION:

This Agreement shall terminate upon any of the following conditions:

- a. Unanimous consent and agreement of all parties having members on the joint board.
- b. Expiration of the term of this Agreement.

6. ORTHO-PHOTOGRAPHY ACQUISITION:

CPNRD shall purchase aerial photography services and digital orthophoto products for the local sponsors from Cornerstone Mapping, Inc. under its existing agreement. The scope of work, cost, accuracy, and delivery of the ortho-photography to be acquired is based on the 2010 addendum. Table below identifies preliminary geographic area as specified by GIS Shapefiles. Project funding requirements are based on square miles (SQMI) times a fixed rate per square mile or a fixed-negotiated price with Cornerstone Mapping, Inc. Geographic area may change based on sponsor's needs and budget.

Local Sponsor	GSD	Approximate SQMI	SQMI Rate	Approximate Funding
City of Grand Island	6-inch	225	\$160	\$36,000
City of Kearney	6-inch	133	\$160	\$21,280
City of Hastings & Adams County	6-inch	83	\$160	\$13,280
Hamilton County	1 foot	483	\$60	\$28,980
City of Central City	6-inch	46	\$160	\$7,360
City of North Platte	6-inch	9	Negotiated	\$4,000
City of Gothenburg	6-inch	27	Negotiated	\$5,500
City of Cozad	6-inch	15	Negotiated	\$4,000
City of Lexington	6-inch	9	Negotiated	\$4,000
	1-foot	90	\$60	\$5,400

7. COMMUNICATIONS:

Routine communications between local sponsors of this agreement shall be made through each party's designated representative to the joint board. For purposes of this Agreement, the following are the telephone numbers and street addresses of the respective parties:

Local Sponsor	Street Address	Telephone No.
Central Platte Natural Resources District	Duane Woodward 215 N Kaufman Ave. Grand Island, NE 68803	(308) 385-6282
City of Grand Island	Pat Larson 100 E 1 st St Grand Island, NE 68801	(308) 385-5444 ext 231
City of Kearney	Michelle Hill 18 E 22 nd ST Kearney, NE 68847	(308) 233-3250
City of Hastings	Lindsey Stone	(402) 461-2332

	220 N Hastings Ave Hastings, NE 68901	
Hamilton County	Adam Darbro 1111 13th Street Aurora, NE 68818	(402) 694-4366
City of Central City	Chris Anderson P.O. Box 418 Central City, NE 68826	(308) 946-3806
City of North Platte	Tom Werblow 211 West Third Street North Platte NE 69101	(308) 535-6724 Ext. 220
City of Gothenburg	Bruce Clymer 409 9th Street Gothenburg, NE 69138	(308) 537-3677
City of Cozad	Susan Kloepping 215 West 8th Street Cozad, Nebraska 69130	(308) 784-3907
City of Lexington	Bill Brecks 406 E 7th Street PO Box 70 Lexington, NE 68850	(308) 324-2341
Adams County	Jane Morris 500 West 4th Street Hastings NE 68901	(402) 461-7195

8. DATA SHARING

In consideration for CPNRD's role in this Agreement each of the participants agree to share the ortho-photography data with CPNRD.

9. CHOICES OF LAWS:

This Agreement shall be construed in accordance with the laws of the United States of America and the State of Nebraska.

10. AMENDMENTS:

Amendments to this Agreement shall be made in writing, duly approved and executed by all parties hereto and made a part of this Agreement by reference.

11. ENTIRE AGREEMENT:

This Agreement and any subsequent amendments shall constitute the entire agreement among the parties. Each party to this agreement shall execute duplicate copies of this agreement and provide one executed copy to the CPNRD. The parties agree that the separately executed copies of this Agreement which shall constitute the Interlocal Cooperative Agreement for the High Resolution Orthophotos 2010 Project shall be given full force and effect.

Signature Page for

INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010 PROJECT

Attest: CENTRAL PLATTE NATURAL

RESOURCES DISTRICT, _____ a Political Subdivision

Secretary

Date: _____ By: _____

Loren Schuett, Chairperson

Signature Page for Interlocal Cooperative Agreement for High Resolution Orthophotos Project

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010PROJECT

Attest:

City of Grand Island, Nebraska
A Municipal Corporation

RaNae Edwards, City Clerk

Date: _____

By: _____
Margaret Hornady, Mayor

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010PROJECT

Attest:

City of Kearney, Nebraska
A Municipal Corporation

Michaelle E. Trembly, City Clerk

Date: _____

By: _____
Stanley Clouse, Mayor

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010PROJECT

Attest:

City of Hastings, Nebraska
A Municipal Corporation

Connie Hartman, City Clerk

Date: _____

By: _____
Vern Powers, Mayor

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010PROJECT

Attest:

Hamilton County, Nebraska
A Body Politic and Corporate

Patricia L. Anderson, County Clerk

Date: _____

By: _____
Chairperson

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010 PROJECT

Attest:

City of Central City, Nebraska
A Municipal Corporation

City Clerk

Date: _____

By: _____
Mayor

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010 PROJECT

Attest:

City of North Platte, Nebraska
A Municipal Corporation

City Clerk

Date: _____

By: _____
Mayor

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010 PROJECT

Attest:

City of Gothenburg, Nebraska
A Municipal Corporation

City Clerk Connie Dalrymple

Date: _____

By: _____
Mayor Joyce Hudson

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010 PROJECT

Attest:

City of Cozad, Nebraska
A Municipal Corporation

City Clerk

Date: _____

By: _____
Mayor

Signature Page for
INTERLOCAL COOPERATIVE AGREEMENT FOR
HIGH RESOLUTION ORTHOPHOTOS 2010 PROJECT

Attest:

City of Lexington, Nebraska
A Municipal Corporation

City Clerk

Date: _____

By: _____
Mayor

RESOLUTION 2010-47

WHEREAS, in 2007, the City of Grand Island, along with Adams, Buffalo and Madison Counties and the cities of Columbus, Kearney and Norfolk worked together to have aerial photographs taken of their respective areas; and

WHEREAS, it has been recommended that a group of local sponsors re-unite to update the aerial photographs in their respective regions for a more cost effective rate; and

WHEREAS, the Central Platte Natural Resources District (CPNRD), along with the cities of Grand Island, Kearney, Central City, Lexington, Cozad, Gothenburg, North Platte and Hastings, as well as the counties of Adams and Hamilton have indicated an interest in working together to provide high resolution aerial photography for their respective jurisdictions; and

WHEREAS, this project involves cooperation on many levels and will result in a significant cost savings to all entities involved in this project; and

WHEREAS, the City's cost share of the project will be approximately \$36,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperative Agreement by and between the Central Platte Natural Resources District, cities of Grand Island, Kearney, Central City, Lexington, Cozad, Gothenburg, North Platte and Hastings, as well as the counties of Adams and Hamilton, is hereby approved according to the terms set out in the agreement.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, February 9, 2010.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 4, 2010	☐ City Attorney