



City of Grand Island

Tuesday, February 22, 2011

Council Session

Item G10

**#2011-45 - Approving Interlocal Agreement with Hall County for
Aerial Photography**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: February 22, 2011

Subject: Approving Interlocal Agreement with Hall County for Oblique Aerial Photography

Item #'s: G-10

Presenter(s): Chad Nabity, Regional Planning 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 City has a collection of aerial photo sets dating back to 1938. However, unlike satellite or aerial images which provides orthogonal (straight down) views, Pictometry International Corp. specializes in oblique (an approximate 40 degree angle) image capture. As a result, buildings, properties and areas are identifiable and recognizable in a 3-D life-like appearance.

Pictometry's technology, products and images provide detailed visual images and measurement tools enabling users to see, measure and plan from the convenience of their computer desktop or by mobile remote access using a wireless internet connection.

Discussion

Hall County and the City of Grand Island have the opportunity to partner in providing high resolution aerial oblique photography across the entire County. Through this partnership the City will be able to collect aerial photography that is of higher quality and more useful to staff and the general public. Under the proposed contract with the County, Pictometry will deliver 4 inch resolution photography for the urbanized areas of Hall County including all of the urbanized area around Grand Island. The balance of Hall County will be flown with 12 inch photography. Four inch and twelve inch resolution refer to the diameter of the area represented by each pixel in the picture; pictures with four inch pixels are about 9 times more detailed than pictures with 12 inch pixels.

Pictometry will take the photos in the spring of 2011 most likely between mid-March and mid-April when there is minimal snow cover but before the trees begin to leaf out. Departments and divisions of both Grand Island and Hall County will have access and license to use the photography and provide it to businesses and the general public.

The proposed agreement between Hall County and Pictometry is for a period of 6 years with a flight in year 1 and year 4 of the contract. There is no penalty for cancelling the contract after the initial 3 year period before the second flight. With this agreement the City is committing to fund a portion of the project for the first 3 years. This can be reevaluated after the initial 3 year period. The City and County could choose to extend this agreement and continue with Pictometry or choose to discontinue the project. The City will be committing up to \$53,000 to be paid to Hall County over the next 3 years in installments for pictures to be taken during the spring of 2011. Grand Island Public Works, Grand Island Utilities, Grand Island Fire and E911 are all committing towards the \$53,000. The total cost of the project as proposed is \$86,590 to be paid over three years and shared between the City and County. The City share of the proposed contract is \$43,285, less than the \$53,000 proposed by City departments. The proposed flight covers only areas in Hall County. Grand Island Utilities will have the option of requesting additional areas for photography to include those portions of the Grand Island Utilities district that are in Merrick County. This remaining \$9,705 that City departments would set aside for this project would be used to pay for the additional photography. The additional photography would be done by Pictometry at the unit costs in the contract with Hall County but paid for by the City of Grand Island.

The City of Grand Island spent over \$110,000 for aerial photography in 2002. In 2004 the City entered into an agreement with the State of Nebraska and paid about \$40,000 for updated photography. In 2007, the same area was flown again through a partnership with the State of Nebraska and Omaha's Metropolitan Planning Agency at a cost of about \$45,000. In 2010 the City entered into an agreement with the Central Platte NRD and several communities in or near the CPNRD and spent about \$40,000 for aerial photography. The proposed plan will cost less than the 2002 photos but slightly more on an annual basis than the more recent photography from 2007 and 2010. One advantage of this photography over the old pictures is that new photography will show more than a straight down view, looking at the top of buildings. The perspective of these photos will provide additional information that will be useful for utilities, public works, planning, emergency management and first responders.

This project represents another step in the creation of a vibrant and vital geographic information system that is used by the City and the County as well as businesses and individuals within the City and the County and around the world. We have received complements and accolades on our GIS system from people all over the country that have worked in Grand Island and Hall County.

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 Agreement as presented.

Sample Motion

Move to approve the Interlocal Agreement as presented.

**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 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 best interests of the City to participate in the Project with the County;
and

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 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 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 signing by both parties, and shall remain in force through June 30, 2013. This agreement may be extended past June 30, 2013 for an additional three (3) year term upon the written mutual agreement of the parties that a second flight is desirable and necessary, and funds for the second flight are appropriated accordingly.

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 the County Assessor, the County Surveyor and two (2) City representatives to be selected from the City Utilities, Public Works, Fire and Emergency Management Departments. 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 shall provide general direction relating to the administration of the Project contract; such direction shall be carried out by the project manager. 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 photo 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 the Pictometry International Corp. Payment may be withheld if, in the opinion of the joint planning committees, 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 in the second quarter of each calendar year of this agreement, and the City agrees to pay the same within 60 days of the date of billing.

The County and the City each agree to commit funding for the Project in amounts up to and no more than the amounts shown for each calendar year as follows:

	2011	2012	2013
County Assessor	\$12,300.00	\$5,000.00	\$5,000.00
County Roads Dept.	\$5,000.00	\$5,000.00	\$5,000.00
County G.I.S.	\$5,000.00		
City Public Works Dept.	\$6,667.00	\$6,667.00	\$6,667.00
City Utilities Dept.		\$11,667.00	\$10,000.00
City Fire Dept.	\$1,000.00	\$1,000.00	\$1,000.00
E911	\$2,000.00	\$4,000.00	\$4,000.00

Over the three year term of this agreement, the County and the City shall each pay 50% of the initial contract price of \$86,590.00. In the event that 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 the whole cost, based on unit pricing, for any additional photography needed in the Merrick County portion of the Grand Island Utility District.

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 with 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: February 15, 2011

County of Hall, Nebraska

By:

W.P. "Bud" Jeffries
Chairman of the Board of Supervisors

ATTEST:

Marla J. Conley
Hall County Clerk

Dated: _____, 2011

City of Grand Island, Nebraska

By:

Jay Vavricek
Mayor

ATTEST:

RaNae Edwards
City Clerk

RESOLUTION 2011 - 45

WHEREAS, the City of Grand Island, has a history of working with multiple local governments and State Agencies to provide quality aerial photography of Grand Island and the Grand Island Utilities District; and

WHEREAS, this project involves cooperation between the City and the County and will result in a significant cost savings to both entities involved in this project, and

WHEREAS, the City's cost share of the project will be approximately \$53,000; and

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

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 City of Grand Island, and the County of Hall 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 22, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk