

CITY OF PANORAMA PARK

RESOLUTION 2024 - 19

October 10, 2024

RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO SIGN A 28E INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PANORAMA PARK AND THE CITY OF BETTENDORF FOR SNOW AND ICE REMOVAL OF CITY STREETS WITHIN THE CITY LIMITS OF PANORAMA PARK.

WHEREAS, The City of Panorama Park desires to have the City of Bettendorf provide snow and ice removal service on city streets within the city limits of Panorama Park; and

WHEREAS, it has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Panorama Park, Iowa, that the Mayor is hereby authorized and directed to sign an updated intergovernmental agreement between the City of Panorama Park, Iowa and the City of Bettendorf, Iowa for snow and ice removal of city streets within the city limits of Panorama Park.

I. Foltz aye

J. Krause

absent

S. Perry aye


S. Rice aye

D. Smith aye

ADOPTED BY THE COUNCIL AND APPROVED THIS 10TH DAY OF OCTOBER, 2024.


Ronald D. Rice, Mayor

I, the undersigned, being duly appointed, qualified and acting City Clerk of Panorama Park, hereby certify that the foregoing Resolution is a true, correct and accurate copy as duly and lawfully passed and adopted by the governing body of the City of Panorama Park on the 10th day of October, 2024.


Christopher Gilbert, City Clerk/Treasurer

**28E INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BETTENDORF
AND THE CITY OF PANORAMA PARK FOR SNOW AND ICE REMOVAL ON CITY
STREETS WITHIN THE CITY OF PANORAMA PARK**

This 28E intergovernmental agreement (the “Agreement”) is made and entered into pursuant to authority contained in Chapter 28E of the Code of Iowa, 2024, by and between the City of Bettendorf, Iowa, a municipal corporation, (hereinafter referred to as “Bettendorf”) and the City of Panorama Park, Iowa, a municipal corporation, (hereinafter referred to as “Panorama Park”).

WHEREAS, Panorama Park desires to have Bettendorf provide snow and ice removal services on certain City streets within the City limits of Panorama Park for fiscal year 2025; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer lawful power or function in any manner not prohibited by law or ordinance is authorized by and pursuant to Chapter 28E, of the 2024 Code of Iowa; and

WHEREAS, all aspects of this Agreement are designed and intended to enhance the public health, safety, morals and welfare, as related to the municipalities.

NOW, THEREFORE, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, the parties do hereby agree as follows:

1. The prior agreement for snow and ice removal services within the City of Panorama Park dated October 13, 2023, and approved by Bettendorf at Resolution No. 270-23 is hereby amended by this Agreement.
2. The purpose of this Agreement is to provide a means by which Bettendorf will provide snow and ice removal services to Panorama Park as such services are described in Section 4 of this Agreement.
3. This Agreement shall be effective on the date of approval of this Agreement by the second approving party and continuing through June 30, 2025.
4. Bettendorf shall provide snow and ice removal on Panorama Park streets (public streets) as shown on Exhibit A (the “Services”). All snow and ice removal measures shall be substantially in conformance to Bettendorf’s policy for snow and ice removal operations whereby Bettendorf endeavors to achieve bare pavement within twenty-four (24) hours following the cessation of snow fall from an average snowstorm of 4” to 6”. In the event of a larger storm event, timing and strategies may be adjusted. A copy of operational procedures is attached for reference and made part of this Agreement.
5. The City of Bettendorf shall not be responsible for damaged mailboxes, turf damage, pavement damage, or rocks and debris deposited in adjacent lawns within the right-of-way due to winter maintenance operations. This will be the responsibility of Panorama Park. Panorama Park hereby agrees to defend, indemnify, and hold harmless the City of Bettendorf, and its employees, officers, and public officials from any and all claims arising out of or related to any alleged error or omission in connection with the performance of Services specified in this Agreement.

6. Bettendorf shall provide the Services at a rate of \$150 per hour with a minimum of an hour and a half per event. Bettendorf shall bill Panorama Park monthly and shall include all labor, equipment, and material necessary to perform the Services.
7. Miscellaneous.

- a) Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
- b) Venue: Any and all litigation or actions commenced in connection with this Agreement shall be brought in Davenport, Iowa and Scott County District Court for the State of Iowa. If, however, jurisdiction is not proper in Scott County District Court, the action shall only be brought in the United States District Court, Southern District of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the parties.
- c) Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall be binding upon the true successors and assignees of the District and the administrators, successors and assignees of the City. This Agreement in shall be filed with the Iowa Secretary of State as required by Iowa Code section 28E.8.
- d) Severability: The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- e) Assignment and Subcontracting: Neither party may assign this Agreement or subcontract any of the duties in whole or part, without the written agreement of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- f) Notices: All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

TO BETTENDORF:
City of Bettendorf
Attn: City Administrator
1609 State Street
Bettendorf, IA 52722

TO PANORAMA PARK:
City of Panorama Park
Attn: Mayor
120 Short Street
Panorama Park, Iowa 52722-5669

- g) Headings: The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- h) Third Party Beneficiaries: There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit Bettendorf and Panorama Park.

- i) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives with an effective date on the latter of the two (2) dates on which the respective governmental entities authorized and applied signatures.

City of Bettendorf, Iowa

City of Panorama Park, Iowa

By: _____
Robert S. Gallagher
Mayor

By: _____
Ron Rice
Mayor

Date: _____

Date: 10/10/2024

Attest:

Attest:

By: _____
Decker P. Ploehn
City Clerk

By: _____
~~Carly Cloonan~~
City Clerk

Attachments:

Snow and Ice Control Procedures
Exhibit A- Street Map

CITY OF BETTENDORF SNOW AND ICE CONTROL PROCEDURES

1. PURPOSE

The purpose of these procedures is to establish the City of Bettendorf's policy and level of service in respect to the management of snow or ice and maintenance of its road system during the winter months. It will also serve as a practical guide for cost effective snow removal operations in the City of Panorama Park. This Manual supersedes all previously written policies of the City on snow and ice control operations.

Every snow and ice event is unique; however the response of our staff will be consistent with the policies and procedures outlined in this document. Field conditions will always warrant changes as the event progresses, but the goal of providing excellent customer service through efficient snow and ice control at the best price while maintaining the safety of the traveling public will always take precedence.

2. IMPLEMENTATION

These procedures shall be in effect during normal winter operations at times when weather conditions could cause accumulation of frost, sleet, ice, and snow on City streets.

3. SNOW REMOVAL POLICY

The City of Bettendorf's standard for snow/ice control is to achieve bare pavement on public streets within twenty-four (24) hours following the cessation of snowfall from an average storm of 4" to 6". This policy will also be implemented for the City of Panorama Park.

4. PRIORITIES FOR SNOW AND ICE CONTROL OPERATIONS

In order to make the most efficient use of available resources, we have established priorities using the assumption that the severity of a storm is not beyond the normal capabilities of the City's snow removal resources. Depending on the nature of the snowstorm, deviations could occur. The established priorities are as follows:

- Arterial Streets 1st Priority
- Collectors 2nd Priority
- Local Roads and Cul-de-Sacs 3rd Priority

5. DEFINITIONS

a. Winter Maintenance Season

The winter maintenance season shall begin on November 15th and end of March 31st and/or when weather conditions could cause accumulation of frost, sleet, ice, and snow on City streets, recreation trails, and public parking lots. This period is also referred to as Stand-by.

b. Supervisor

A "Supervisor" is defined as the person who is directing the snow/ice removal operations for the City of Bettendorf. These individuals include: Director of Public of Public Works, Public Works Operation Manager, Streets and Solid Waste Supervisor, and/or any other individual on the Public Works management team who may be assigned the responsibility of Supervisor.

c. Shift Leader

A "Shift Leader" it is defined as the AFSCME union person who is coordinating the snow/ice removal operations of one of the two (2) shifts.

d. Stand-By Employees

Designated personnel who are available for snow/ice control operations during the winter maintenance season or Stand-by period. Employees in this category shall be furnished a cell phone, must answer a cell phone or text and report for work within forty (40) minutes from the time of the notification. Employees officially designated as stand-by shall be compensated at the rate as established by the City.

These personnel include those listed for duty in large trucks as well as those operating pickup trucks for cul-de-sac areas and parks and other City facilities. All crews include first substitutes who carry cell phones and draw standby pay.

e. First and Second Substitutes

First subs are personnel who carry cell phones, are on call and draw stand-by pay just like the stand-by crews for large trucks and pickup trucks in cul-de-sacs. Second subs are equally qualified personnel who will not carry cell phones, will not draw stand-by pay, unless they are designated a first sub or stand-by.

6. CALL-OUT PROCEDURES- LARGE PLOW TRUCKS

City of Bettendorf snow and ice control crews shall be called for duty by the Police Department, when in their opinion, the streets are or will become hazardous. This call is transmitted to the Operations Division of Public Works during normal business hours (7:00 a.m. to 4:00 p.m. Monday through Friday) or the appropriate shift leader after hours and on weekend/holidays.

During normal business hours, designated employees will continue to perform their regular duties within their assigned departments until such time as a snow/ice alert is called. This alert may be preceded by a call for select personnel to perform anti-icing operations in advance of the first precipitation. The primary emphasis for this is arterial and major collector streets. The City may then apply anti-icing material in residential areas as time and conditions allow. Most employees who are designated as stand-by will be keeping close watch on the weather, so the call for snow/ice control operations is generally not a surprise. Route salting and plowing will begin as soon as snow/ice is accumulating on the pavement. Work will continue on arterial and collector streets until such time as the operation has produced relatively clear pavement.

7. CALL-OUT PROCEDURES- CUL-DE-SAC CREWS

The Shift Leader for the large plow truck crews will make a determination when to call the cul-de-sac crews during normal business hours, as well as after hours and on weekends/holidays.

This call will be made by telephone to the A or B Team cul-de-sac crew leader approximately one (1) hour prior to the start of residential street clearing. The crew leader will, in turn, contact all members of his crew by cell phone. These employees will call the crew leader's voice mail to indicate their response and proceed to come to work. The cul-de-sac crew leader (or designee) will check the voice mail number to confirm the call out. Cul-de-sacs will be maintained to the same standard as other residential streets, except salt may not be applied by the large plow trucks for accumulations of less than one inch (1") of

snow. When snow has accumulated to greater than one inch (1") and appears to be forecast for more, even though the large plow trucks have not progressed to residential streets, the cul-de-sac crew may be called out to report to the shift leader.

8. PUBLIC STREET SHIFT ASSIGNMENT SYSTEM

Response to snow and ice events is a team effort with Public Works Operations Division personnel as primary responders. To effectively provide coverage during snow and ice events, twenty four (24) hour operations are often necessary. Operations Division personnel comprise the City of Bettendorf's snow and ice event team, and they are divided as equally as possible, into two (2) teams, "A Team" and "B Team", in accordance with the procedures contained herein to provide the required coverage within the designated snow routes.

The Snow Teams will work twelve (12) hour shifts from 10 a.m. to 10 p.m. or 10 p.m. to 10 a.m. and alternate shifts as first responders for each snow/ ice event.

9. ICE CONTROL PROCEDURES

Ice control procedures are used to break and/or prevent the bond of ice to the pavement. The on duty shift leader will have the discretion to modify the rates and types of ice control based upon weather and street conditions.

Anti-icing is defined as the application of ice control materials prior to a winter weather event. The intent is to delay or prevent the bond of ice and/or melted snow to a pavement surface.

The City of Bettendorf may utilize anti-icing procedures when weather forecast and pavement temperatures indicate that their use will help prevent the bond of ice to the pavement. The anti-icing materials and/or chemicals will be applied on arterial streets and trouble areas first. As time and materials allow, staff will anti-ice collectors and local roads. The anti-icing materials may be applied well in advance of an impending winter weather event.

Sodium Chloride (NaCl) road salt will be procured on an annual basis through the Iowa Department of Transportation (IDOT). An estimated annual amount will be procured and delivery will occur in advance and during the winter season. Salt storage will be stored inside one of our three (3) salt storage structures and the Public Works Maintenance Facility.

When pavement temperatures are low and the pavement is initially dry, the use of salts should be delayed as long as possible to avoid the formation of ice re-freezing on the roadway surface.

Liquid Calcium Chloride (CaCl) will be purchased on an as needed basis and will be stored on site. The use of calcium chloride will be limited to extreme low temperature applications.

Road salt will be used in conjunction with a pre-wet system prior to spreading when conditions warrant. The pre-wetting allows the melting process to be expedited and to be effective at a lower temperature which leads to less salt demand. Using less salt aids in the ability to help control costs and lessen the impact of deicing chemicals on the environment.

10. SNOW CONTROL PROCEDURES

The depth and timing of snow accumulation, weather forecasts and traffic volumes, will normally dictate when snow plowing operations will begin. Plowing will take place during a storm as needed in an attempt to keep the accumulation on the pavement surface less than desired guidelines.

It is important to remember that plowing while a winter weather event is ongoing will not necessarily leave the street in a finished state. It is common for snow fall rates to be high enough to give the appearance that a street has not been plowed even though the plow may have made a pass very recently. Only after the winter weather event has ended can final cleanup commence and the streets begin to be returned to normal conditions. There may be several passes of plow equipment required to fully plow a street curb to curb.

Snow plow equipment will need to maintain certain speeds while plowing in order promote efficient movement of snow and to ensure that snow does not adhere to the plow blade.

If weather forecasts indicate a significant increase in pavement temperatures during or after a storm event, supervisors will have discretion regarding plowing and/or deicer applications. If forecasts indicate that the snow and/or ice will dissipate in a time period deemed reasonable by the Public Works Director or their designee, applicable procedures will be implemented. With the environmental and budgetary impacts of deicers, informed decisions and practices need to be utilized in the City of Bettendorf’s operational plan.

11. EQUIPMENT

The City utilizes many different types of equipment during snow and ice control operations. The equipment utilized is chosen to fit the job that must be performed at that time.

For snow plowing activities the City typically utilizes reversible plows and “V” plows. In addition, the City utilizes wing plows on several of our routes for more efficient and effective plowing operations.

12. EQUIPMENT MAINTENANCE AND REPAIR

As in all maintenance operations, successful snow and ice control depends upon the skillful use of manpower, personnel, equipment, and material. The efficient and economical control of ice and snow depends on the availability and use of the proper equipment. Equipment maintenance and repair involves a well-planned program that is in progress throughout the year. The program includes routine inspection, maintenance, and repair of equipment utilized in snow removal operations.

The City garage will provide support to all departments for maintenance of snow/ice control equipment. Two (2) mechanics will be on stand-by at all times during the winter maintenance season and draw stand-by pay.

Each employee assigned to a vehicle during the winter maintenance season shall have all salt spun off, washed and ready for the next mission at the end of each operational period.

13. WEATHER FORECASTING

The City of Bettendorf does not employ the services of a private weather forecasting service. Public Works staff will monitor commercially available web based forecasts (i.e. Weather Underground, Weather.com), government forecast information (National Weather

Service), Iowa DOT Road Conditions, and local television news forecasts (WHBF, KWQC, WQAD). The Public Works Director and/or the Public Works Operations Manager will attempt to keep other City departments informed of all potential winter weather events beginning around forty eight (48) hours in advance of the event. Past experience has shown forecasting farther out than forty eight (48) hours is extremely variable. Information is typically emailed out with timing of the storm and anticipated response from City Crews.

The City will use all of this information to formulate a response to impending winter weather. The timing, duration, and temperatures involved in a winter weather event will dictate the scope of the response from the City of Bettendorf.

14. MONITORING AND NOTIFICATION OF ICE AND SNOW ACTIVITY

During normal working hours, (7:00 a.m. to 4:00 p.m., Monday through Friday), the management team of the Public Works Operations Division will observe weather conditions and initiate the appropriate response for snow and ice removal with the assistance of the Police Department.

During off-duty hours, weekends and holidays, the on-call Supervisor and the Police Department, will monitor weather and road conditions. In the event of inclement weather, the on-call Supervisor will initiate the appropriate response action.

15. COMMUNICATIONS

All operators of snow and ice control equipment will keep in communication with the applicable Shift Leader at all times.

The Shift Leader on duty will be the main line of communication between applicable City staff and the Police Department. The Police Department will assist in advising the Shift Leader with regards to current road conditions. It will be the sole responsibility of the applicable Shift Leader to direct the winter maintenance operations for both the City of Bettendorf and the City of Panorama Park.

Media notifications of emergency parking bans, snow emergency declarations, road closures, and other contact for inquiries regarding road conditions will be made by the Public Works Department.

16. CITIZEN INQUIRIES

All citizen issues concerning snow and ice control efforts will be routed to the Public Works Department Operations Division at (563) 344-4088. The Supervisor will determine appropriate follow-up responses to citizen inquiries.

17. EMERGENCIES

Emergencies are defined as follows, but not necessarily limited to:

- Immediate need for Police, Fire and/or Emergency Medical assistance. If City emergency personnel must leave the public right-of-way to respond to an emergency, snow removal crews may provide necessary assistance such as opening a driveway or parking area to give access to them.
- Isolated problem areas where access is urgently needed before all other areas are handled.

- Icy conditions due to a water main break or clearing of streets due to debris blocking streets or access.

18. SNOW FENCE

The Public Works Department may elect to place snow fence where it could potentially minimize blowing snow from accumulating on the road surface. Snow fence will be placed on private property only with mutual consent between the property owner and the City. The City will have sole discretion as to when and where to place snow fence.

19. DRIVEWAYS & PRIVATE PROPERTY

During snow and ice control procedures by the City, it is common for plowed snow to be pushed and/or thrown back onto sidewalks, driveways, and aprons especially around corners. This unfortunate event results from the need to maintain certain speeds and plow angles to provide efficient and safe snow and ice control. While the City strives to minimize the effects of this thrown snow, it is inherent to snow and ice control activities. Removal of this additional accumulation of material on sidewalks, driveways, or aprons is the responsibility of the abutting property owner.

The City of Bettendorf will not be responsible for damage to turf due to deicing chemicals or from a snow plow blade. This will be the responsibility of the City of Panorama Park. The City of Bettendorf will also not be responsible for damage to any landscaping (hardscaping, plants, irrigations systems, or accessories such as lighting) that is located within the right of way.

20. MAILBOXES

The City of Bettendorf will not be responsible for damaged mailboxes due to winter maintenance activities.

21. FIRE HYDRANTS

During snow and ice control operations, fire hydrants tend to get buried under snow. Residents are asked to review the location of fire hydrants near their properties.

22. REPORTS

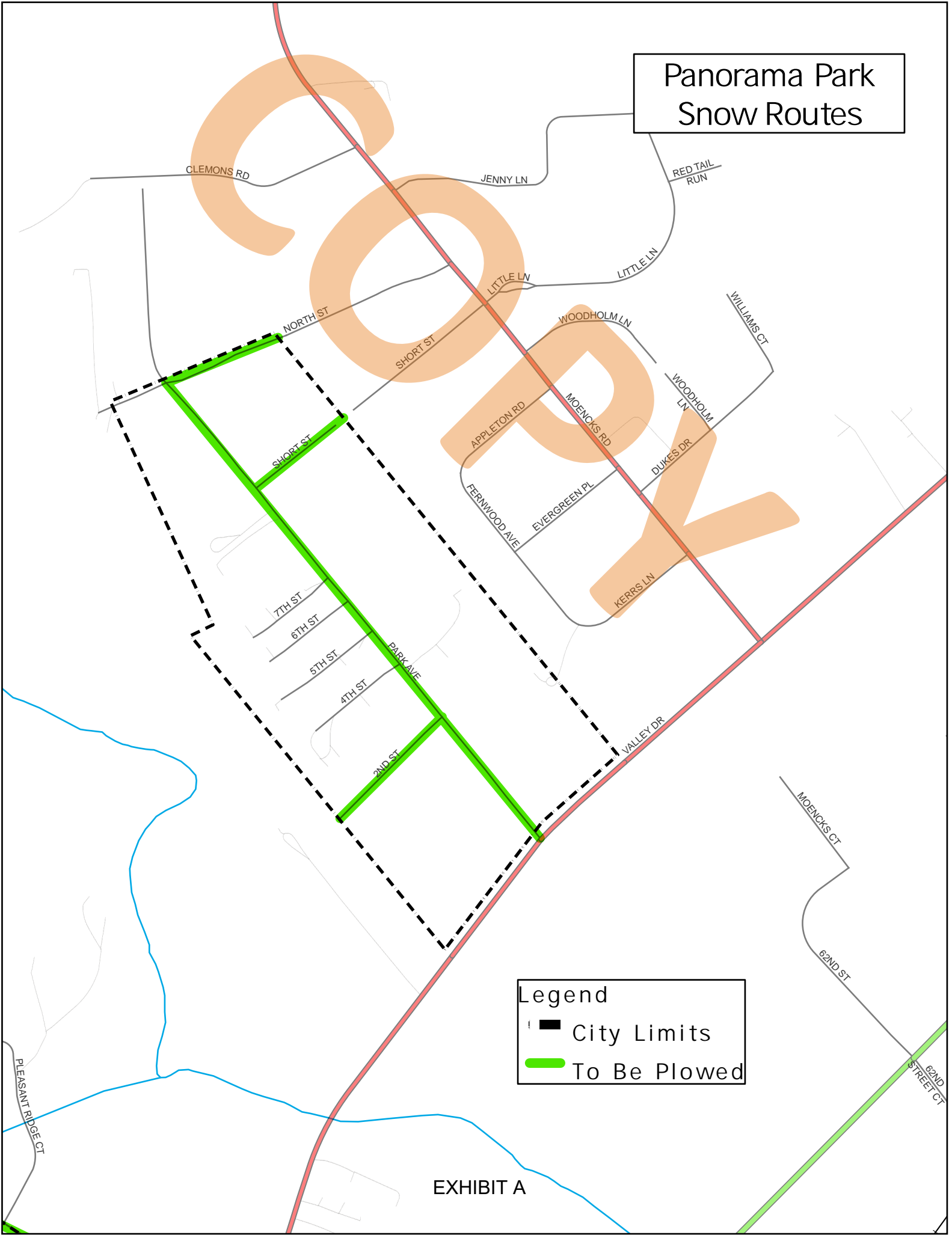
A storm record will be completed by the Bettendorf Public Works Department for each snow event. This record should contain operating times, weather conditions, resources used, and results.

23. DISCLAIMER

These procedures may be affected by at least one or more of the following events which could delay or alter snow and ice control by the City:

- a. Equipment breakdown or manpower shortage
- b. Vehicles disabled in deep snow.
- c. Weather so severe as to cause work to be stopped for the safety of all personnel.
- d. Unforeseen conditions and emergencies.

Panorama Park Snow Routes



Legend

- City Limits
- To Be Plowed

EXHIBIT A