



City of Grand Island

Tuesday, October 10, 2017

Council Session

Item G-10

**#2017-274 - Approving Inter-Local Agreement with Hall County
for Roadway Snow Removal Services in and Around Grand Island**

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: October 10, 2017

Subject: Approving Inter-local Agreement with Hall County for Roadway Snow Removal Services in and around Grand Island

Presenter(s): John Collins PW, Public Works Director

Background

Council approval is required before entering into an agreement. Pursuing an inter-local agreement between governmental entities is an efficient means of collaborating efforts to better our community.

Discussion

The City of Grand Island Streets Division and Hall County Highway Department wish to create a partnership for providing snow removal and ice control services in and around Grand Island. The agreement has three (3) main components:

1. Exchanging snow removal and ice control services on rural cross section roadways in and around Grand Island, detailed in Exhibit A, for an annual payment of \$500.00 per mile. This exchange will provide more efficient snow plowing routes, ice control routes and “turn around” locations, address roadways in which jurisdiction is intermittent, and increase overall level of service by matching the roadway’s traffic volume and lane configuration to the appropriate agency’s operation.

Hall County’s snow and ice control operation is set up for long stretches of rural cross section roadways with low volumes of traffic and the City of Grand Island’s operation focuses on shorter stretches of multi-lane roadways with higher traffic volumes.

There will be an upfront cost of approximately \$7,400.00 for these route changes but overall the City will benefit by receiving a higher level of snow removal service from the Streets Division staff on higher volume roadways since the total snow route mileage will be less and the focus can remain on main arterials. The reduction in City route mileage will also correspond to a reduction in ice control material and fuel usage which will save the City money throughout the winter season.

2. Exchanging City mowing services for County snow removal and ice control services in lieu of cash payment. The sections listed in Exhibit A have been maintained in this manner per historic “hand shake” agreements – this will formalize and make the agreements official.
3. Hall County providing additional equipment and operators to the City of Grand Island for residential area snow removal and, if necessary, arterial roadway snow removal. The City will reimburse the County for the services at a combined hourly rate comprised of the FEMA equipment hourly rental rate plus actual hourly operator costs. These services will be provided only when Hall County has completed their own snow removal operations for each storm.

This section of the agreement addresses the need for Hall County equipment and operators in extreme emergency situations like the blizzard in February 2016. This will also allow the City and County to partner regularly on residential area snow removal in which the City has historically hired contract labor to assist. The partnership will provide a higher level of service for residents of Grand Island as the County owns/operates a greater amount of large equipment than the contractors that have bid on City snow removal in past years.

Comparing motor grader and front end loader hourly costs for the last two (2) years of awarded contractor snow removal and Hall County’s snow removal assistance received during the 2016 blizzard, the City of Grand Island has a potential average cost savings over \$50.00 per hour per machine by partnering with Hall County for the additional operated equipment. There will also be an operational cost savings for the City with a decreased amount of labor hours and fuel usage.

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 inter-local agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the inter-local agreement with Hall County.

INTERLOCAL COOPERATIVE AGREEMENT

FOR ROADWAY SNOW REMOVAL SERVICES IN AND AROUND GRAND ISLAND, NEBRASKA

BY AND BETWEEN THE COUNTY OF HALL, NEBRASKA AND THE CITY OF GRAND ISLAND, NEBRASKA

THIS AGREEMENT is made and entered into by and between the COUNTY of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the “COUNTY”, and the CITY of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the “CITY”, WITNESSTH:

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801, *et seq.* provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the COUNTY and the CITY wish to enter into this interlocal agreement allowing the CITY to utilize certain COUNTY snow removal services on roadways within the CITY’S jurisdiction and the COUNTY wishes to utilize certain CITY snow removal services on roadways within the COUNTY’S jurisdiction.

NOW, THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1a. The COUNTY agrees to perform snow removal and ice control services on CITY owned roadways as listed in Exhibit “A” and to perform said services in accordance with the HALL COUNTY HIGHWAY DEPARTMENT SNOW REMOVAL PLAN AND POLICES.

1b. The CITY agrees to pay the COUNTY annually \$500.00 per mile for snow removal and ice control services. This cost figure includes all labor, equipment, tools, materials, and supplies used or furnished by the COUNTY in the performance of snow removal and ice control services on the CITY owned roadways as listed in Exhibit “A”.

1c. The CITY agrees to perform snow removal and ice control services on COUNTY owned roadways as listed in Exhibit “A” and to perform said services in accordance with the CITY OF GRAND ISLAND SNOW AND ICE REMOVAL POLICY AND PROCEDURE.

1d. The COUNTY agrees to pay the CITY annually \$500.00 per mile for snow removal and ice control services. This cost figure includes all labor, equipment, tools, materials, and supplies used or furnished by the CITY in the performance of snow removal and ice control services on the municipal roadways as listed in Exhibit “A”.

1e. The CITY agrees to perform right-of-way mowing services for the COUNTY along COUNTY owned roadways as listed in Exhibit “A” at the annual rate of \$500 per mile. In lieu of cash payments for mowing services, the CITY and the COUNTY agree the annual mowing services provided by the CITY for the COUNTY shall be provided, on a mile for mile basis, in exchange for annual snow removal and ice control services provided by the COUNTY for the CITY , thereby reducing by the total miles billed by the COUNTY to the CITY.

2a. Whenever the CITY shall require the use of additional snow removal equipment, on CITY owned roadways not listed in Exhibit “A”, the CITY shall notify the COUNTY of its need for the use of COUNTY snow removal equipment, which shall be provided to the CITY by the COUNTY in accordance with the following:

2b. The use of COUNTY equipment under this agreement shall include but is not limited to Motor Graders, Dump Trucks with Snow Plows, Front-End Loaders, and Work Trucks.

2c. The CITY shall pay the COUNTY for the use of snow removal equipment, including COUNTY employees to operate the equipment, at a Federal Emergency Management Agency (FEMA) equipment rental rate plus the actual hourly cost of personnel.

2d. It is expressly understood by the parties that any COUNTY snow removal equipment to be used under Section 2 of this Agreement will not be available for CITY use until

COUNTY snow removal operations for the storm have been deemed complete by the Hall County Public Works Director, or representative.

3. Governance: This agreement shall be co-governed by the Hall County Public Works Director and the City of Grand Island Street Superintendent.

4. Indemnification. Each party hereto agrees to indemnify and hold harmless the other party from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this agreement.

5. Modification: This agreement may be modified by written agreement of the Parties.

6. No Separate Entity: There shall be no separate legal entity created through this interlocal cooperative agreement.

7. Finances: This agreement shall be financed by the funds available to the parties hereto with both government entities assuring each other that each has fiscal capacity and authority to enter into and carry out this interlocal agreement.

8. Term and Duration: This agreement shall become effective on the date that the second party executes the agreement and shall continue in force and remain binding through completion of the project or until either party terminates the agreement upon a 90 day written notice to the other party.

9. Provision of Assistance: Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall COUNTY and the CITY of Grand Island duly execute this agreement.

HALL COUNTY

CITY OF GRAND ISLAND

Executed this ____ day of _____, 2017.

Executed this ____ day of _____, 2017.

By: _____
Pamela Lancaster, Chair
Hall County Board of Supervisors

By: _____
Jeremy Jensen, Mayor
City of Grand Island, Nebraska

Attest: _____
Marla Conley
Hall County Clerk

Attest: _____
RaNae Edwards
City of Grand Island

INTERLOCAL COOPERATIVE AGREEMENT
ROADWAY SNOW REMOVAL SERVICES

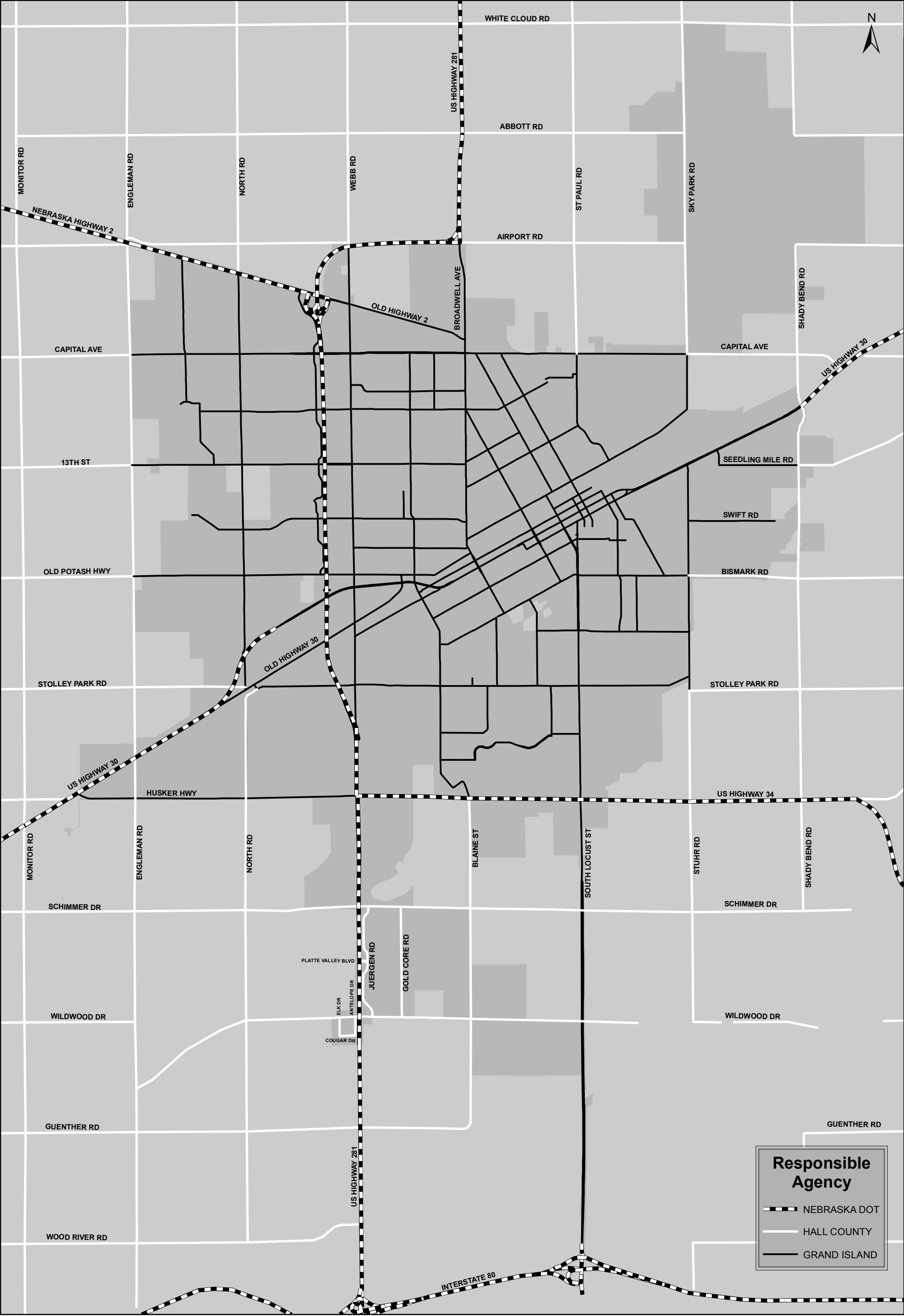
EXHIBIT A
October 10, 2017

Street Name	From	To	Miles	OWNERSHIP		SNOW REMOVAL		ROW MOWING	
				City	County	City	County	City	County
13th	Engleman Rd	North Rd	1.00	0.86	0.14	1.00		1.00	0.00
Airport Rd	Hwy 281	Sky Park Rd	2.00	0.30	1.70	0.00	2.00	0.30	1.70
Airport Rd	Shady Bend Rd	Gun Barrel Rd	1.00	0.63	0.37	0.00	1.00	0.63	0.37
Bismark Rd	Stuhr Rd	Shady Bend Rd	0.99	0.71	0.28	0.00	0.99	0.71	0.28
Blaine St	Hwy 34	Guenther Rd	3.00	2.00	1.00	0.00	3.00	2.00	1.00
Capital Ave	Sky Park Rd	Hwy 30	1.40	0.49	0.91	0.00	1.40	0.49	0.91
Engleman Rd	Hwy 2	Husker Hwy	5.00	2.00	3.00	0.00	5.00	5.00	0.00
North Rd	Stolley Park Rd	Husker Hwy	1.03	1.03	0.00	0.00	1.03	1.03	0.00
Old Potash	Engleman Rd	North Rd	1.00	0.93	0.07	1.00	0.00	1.00	0.00
Schimmer Dr	North Rd	South Locust	3.00	1.50	1.50	0.00	3.00	2.50	0.50
Seedling Mile	Shady Bend	Gun Barrel Rd	1.05	0.31	0.74	0.00	1.05	0.31	0.74
Shady Bend Rd	Airport Rd	Bismark Rd	3.03	2.09	0.94	0.00	3.03	2.09	0.94
Sky Park Rd	White Cloud Rd	Capital Ave	3.00	3.00	0.00	0.00	3.00	3.00	0.00
Stolley Park Rd	Engleman Rd	North Rd	0.97	0.47	0.50	0.00	0.97	0.47	0.50
Stuhr Rd	Bismark Rd	Hwy 34	2.00	0.96	1.04	1.04	0.96	0.96	1.04
Webb Rd	Airport Rd	Hwy 281 (north)	0.03	0.03	0.00	0.00	0.03	0.03	0.00
Wildwood Dr	North Rd	South Locust St	3.00	2.00	1.00	0.00	3.00	2.00	1.00
Gold Core Rd	Schimmer Rd	Wildwood Dr	1.06	1.06	0.00	0.00	1.06	1.06	0.00
Juergen	Schimmer Rd	Wildwood Dr	1.00	1.00	0.00	0.00	1.00	1.00	0.00
Platte Valley Blvd	Hwy 281	Juergen	0.13	0.13	0.00	0.00	0.13	0.13	0.00
Elk Dr	Wildwood Dr	Cougar Dr	0.16	0.16	0.00	0.00	0.16	0.16	0.00
Cougar Dr	Elk Dr	Antelope Dr	0.14	0.14	0.00	0.00	0.14	0.14	0.00
Antelope Dr	Wildwood Dr	Cougar Dr	0.16	0.16	0.00	0.00	0.16	0.16	0.00
		Total	35.16	21.97	13.19	3.04	32.12	26.18	8.98

City pays County for snow removal	18.93	Miles
City performs mowing and County performs snow removal	4.21	Miles
Due to County for Snow Removal Services	14.73	Miles x \$500/Mile = \$7,364.53

ROADWAY SNOW REMOVAL BY AGENCY IN & AROUND GRAND ISLAND

Pending Agreement Approval



Updated 09/07/2017

RESOLUTION 2017-274

WHEREAS, the City of Grand Island Streets Division and the Hall County Highway Department is proposing an Inter-Local Agreement for Roadway Snow Removal and Ice Control Services in and around Grand Island, Nebraska.

WHEREAS, it is in the best interest of the City of Grand Island to approve the proposed Inter-Local Agreement; and

WHEREAS, the proposed Inter-local Agreement has been reviewed by both the City of Grand Island and Hall County Legal Departments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Inter-local Agreement by and between the City of Grand Island and Hall County, Nebraska for Roadway Snow Removal Services in and around Grand Island, Nebraska is hereby approved; and the Mayor is hereby authorized and directed to execute such 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, October 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2017	☐ City Attorney