



# City of Grand Island

Tuesday, March 23, 2021

Council Session

## Item G-15

**#2021-66 - Approving Inter-local Agreement with Hall County for Improvements to Sections of Bismark Road and Wildwood Road**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** March 23, 2021

**Subject:** Approving Inter-local Agreement with Hall County for Improvements to Sections of Bismark Road and Wildwood Road

**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. Roadways in the City and County cross between both entities with jurisdiction of each and it is more efficient to perform work together.

## **Discussion**

This agreement is for improvements to the following roadways, which each have segments within the Grand Island City limits and Hall County.

- Bismark Road between Stuhr Road and Shady Bend Road (0.99 miles)
- Wildwood Road between US Highway 281 and Locust Street (2.01 miles)

Per the agreement the City will submit to Hall County an itemized bill for payment of their share of the project cost.

## **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 IMPROVEMENTS TO ROADS AND STREETS 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 for a joint asphaltic concrete resurfacing project and chip seal project on roads and streets in and near the City because of the anticipated cost savings attainable through using a single bidding process and efficiencies of planning and construction with the county and city sharing in the costs and responsibilities as set forth in this agreement in conjunction with the City's annual asphaltic concrete resurfacing and chip seal programs.

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

**1) Scope of the Project:**

- a) Asphaltic concrete resurfacing on the following roads or streets (see Exhibit “A”):
  - 1. Bismark Road between Stuhr Road and Shady Bend Road (0.99 miles)
- b) Chip seal on the following roads or streets (see Exhibit “B”):
  - 1. Wildwood Road between US Highway 281 and Locust Street (2.01 miles).

**2) The project cost will include:**

- a) Preliminary engineering and construction engineering costs.
- b) Actual quantities of materials used at contract unit prices for the contractor under contract with the City of Grand Island to resurface/chip seal the roadway.
- c) Patching the roadway in advance of the asphaltic concrete resurfacing.
- d) Building earth shoulders and performing seeding of disturbed earth (as needed).
- e) Placing pavement markings on the new asphaltic concrete/chip seal surfaces.
- f) Railroad Coordination
- g) The estimated costs for the individual segments of the project are detailed on Exhibit C.

**3) City’s Obligations**

The City shall be responsible for the following with respect to the project:

- a) Performing preliminary engineering and construction engineering services for the projects.
- b) Prepare plans and bid specifications for the projects following the required bidding practices and requirements of law.
- c) Enter into a contract with a contractors to perform the asphaltic concrete resurfacing work and chip seal work.
- d) Tracking costs of the projects and preparing an itemized bill for the County’s share of the project costs.
- e) Administrative duties and costs associated with resurfacing within the BNSF Railroad Right-of-Way on Bismark Road.
- f) If any work on the project is performed by Hall County within the limits of the City of Grand Island’s responsibility, the cost of that work shall count towards Hall County’s share of the project cost.

**4) County’s Obligations:**

The County shall be responsible for the following with respect to the project:

- a) The Hall County Public Works Director shall concur in the award of the construction contract.

- b) Upon completion of the work and submittal of an itemized bill from Grand Island, Hall County will make payments to the City of Grand Island for the County's share of the project costs.
  - c) If any work on the project is performed by the City of Grand Island within the limits of Hall County's responsibility, the cost of that work shall count towards the City's share of the project cost.
- 5) **Governance:** This agreement shall be co-governed by the Hall County Public Works Director and the Public Works Director for the City of Grand Island.
- 6) **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.
- 7) **Modification:** This agreement may be modified by written agreement of the Parties.
- 8) **No Separate Entity:** There shall be no separate legal entity created through this interlocal cooperative agreement.
- 9) **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.
- 10) **Further Agreements:** Each Party hereto shall be responsible for the maintenance of its portion of the roads or streets following completion of the project.
- 11) **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.
- 12) **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 2 day of March, 2021.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

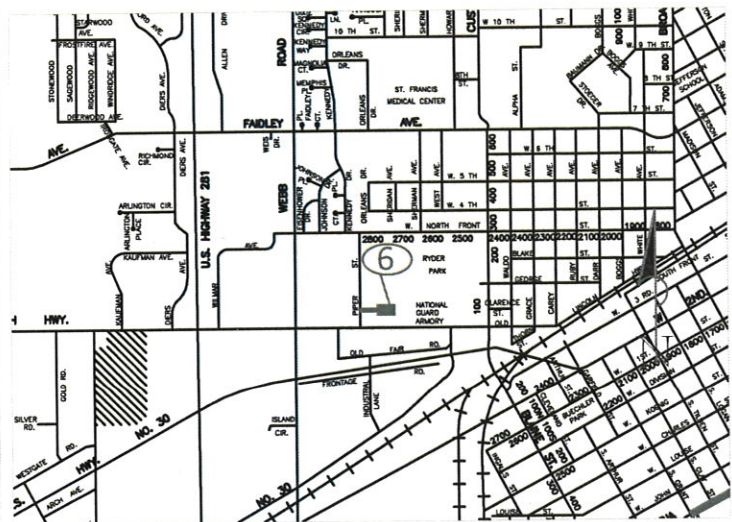
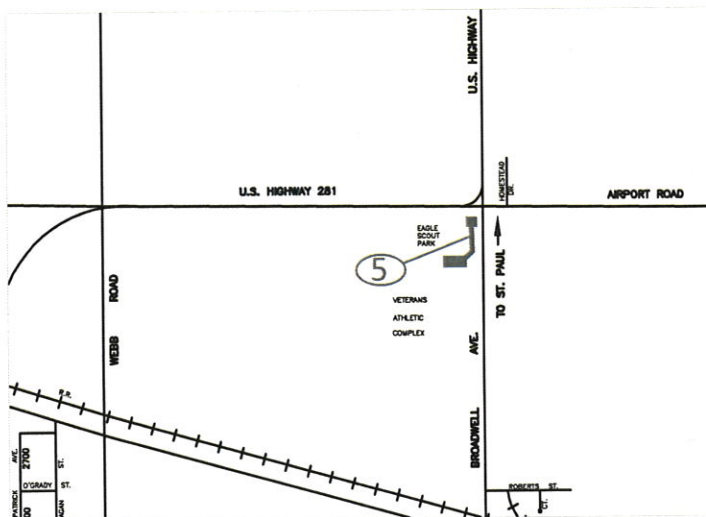
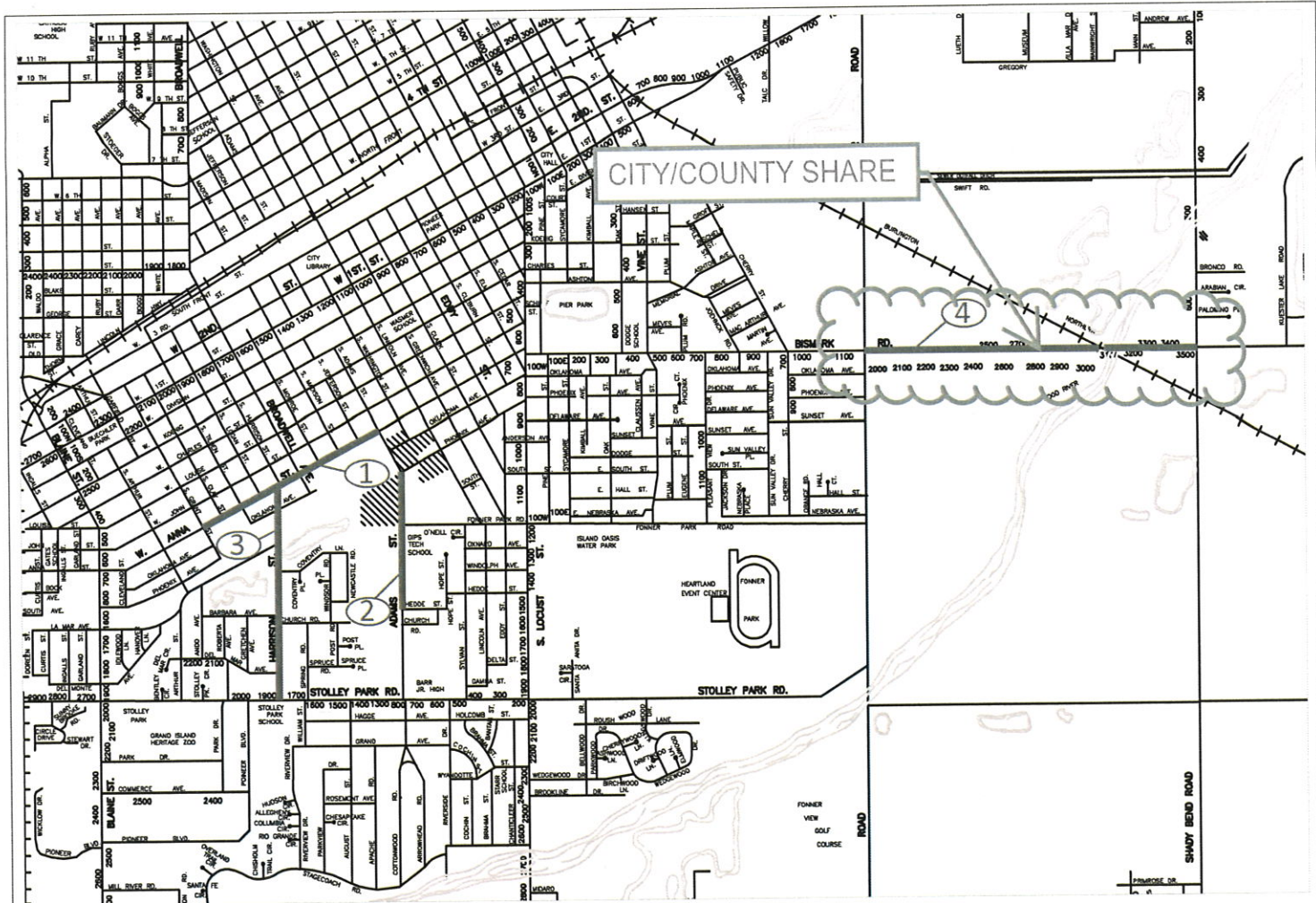
By: Pamela E. Lancaster  
Pamela E. Lancaster, Chair  
Hall County Board of Supervisors

By: \_\_\_\_\_  
Roger Steele, Mayor  
City of Grand Island, Nebraska

Attest: Marla Conley  
Marla Conley  
Hall County Clerk

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk  
City of Grand Island

Stacy R. Warkol  
Interim City Attorney



SECTION 1 - ANNA ST - Grant Street to Adams Street  
 SECTION 2 - ADAMS ST - Heddy Street to Phoenix Avenue  
 SECTION 3 - HARRISON ST - Stolley Park Road to Anna Street

SECTION 4 - BISMARK RD - Stuhr Road to Shady Bend Road  
 SECTION 5 - EAGLE SCOUT PARK - Parking Lot & Driveway  
 SECTION 6 - RYDER PARK (WEST) - Parking Lot & Driveway

EXHIBIT 'A'



DATE: 2/12/2021

DRAWN BY: MWL

APPVD. BY: TAG

SCALE NONE

ASPHALT PROJECT  
 2021-AC-1

PLAN  
 1/1



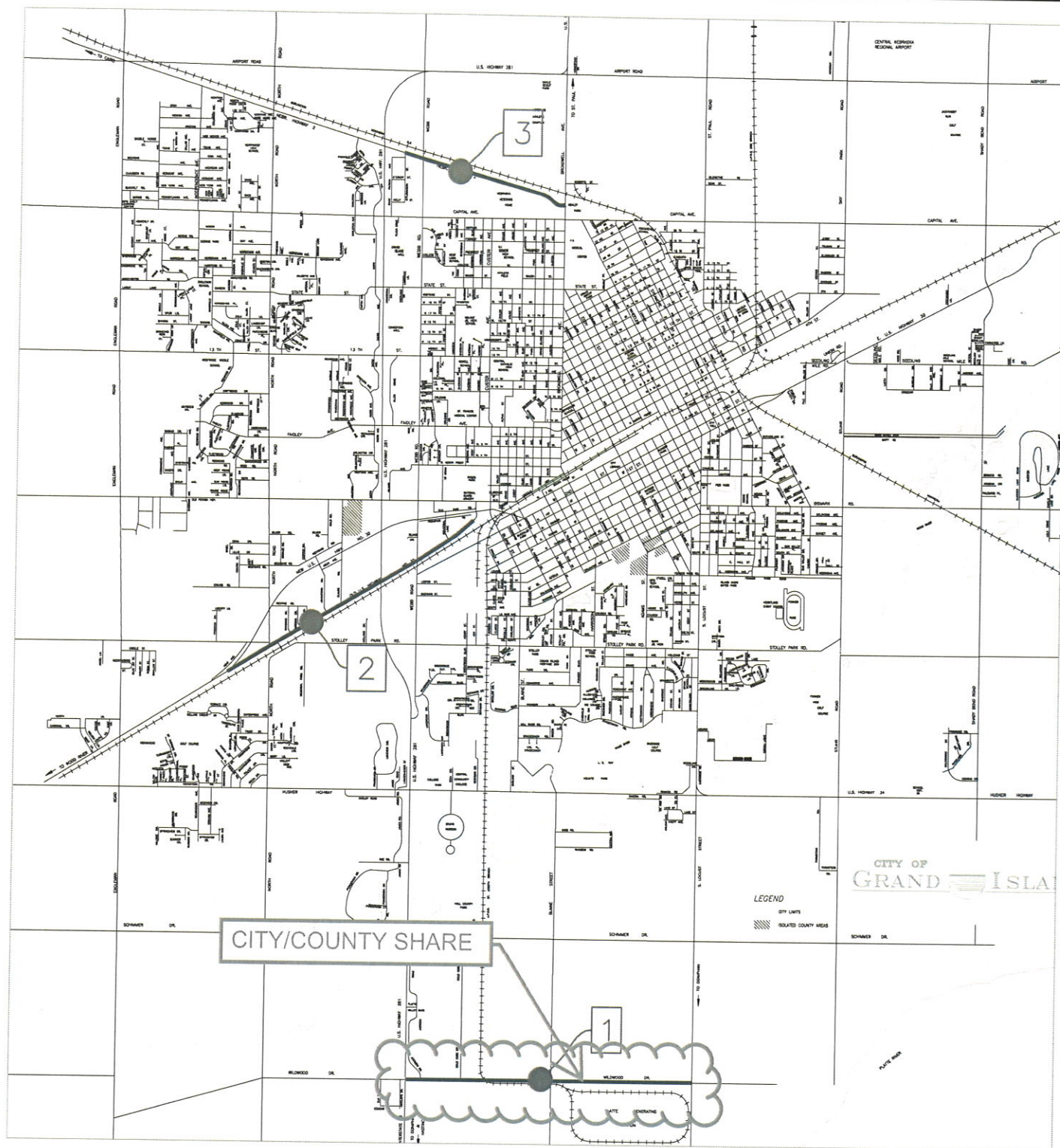


EXHIBIT 'B'

SECTION 1: WILDWOOD ROAD - US HIGHWAY 281 TO LOCUST STREET  
 SECTION 2: OLD US HIGHWAY 30 - WEST END TO EAST END  
 SECTION 3: OLD NE HIGHWAY 2: O'FLAGGAN STREET TO BROADWELL AVENUE

CHIP SEAL PROJECT NO. 2021-CS-1

LOCATION MAP  
 GRAND ISLAND, NEBRASKA

**CITY OF**  
**Grand Island**  
**PUBLIC WORKS DEPARTMENT**



CITY OF GRAND ISLAND							
2021-AC-1							
CITY/COUNTY COST BREAKDOWN - ESTIMATE							
SECTION	ROADWAY	BID ESTIMATE	% CITY	CITY COST	% COUNTY	COUNTY COST	
1	Anna Street	\$101,626.08	100.00%	\$101,626.08	0.00%	\$0.00	
2	Adam Street	\$64,466.03	100.00%	\$64,466.03	0.00%	\$0.00	
3	Harrison Street	\$93,077.62	100.00%	\$93,077.62	0.00%	\$0.00	
4	Bismark Road	\$205,822.04	72.17%	\$148,541.77	27.83%	\$57,280.27	
5	Eagle Scout Park	\$57,042.72	100.00%	\$57,042.72	0.00%	\$0.00	
6	Ryder Park (West Lot)	\$49,509.16	100.00%	\$49,509.16	0.00%	\$0.00	
	<b>TOTAL</b>	<b>\$571,544</b>		<b>\$514,263.38</b>		<b>\$57,280.27</b>	
2021-CS-1							
CITY/COUNTY COST BREAKDOWN - ESTIMATE							
SECTION	ROADWAY	BID ESTIMATE	% CITY	CITY COST	% COUNTY	COUNTY COST	
1	Wildwood Road	\$107,903.20	87.50%	\$94,415.30	12.50%	\$13,487.90	
2	Old US Highway 30	\$109,759.48	100.00%	\$109,759.48	0.00%	\$0.00	
3	Old NE Highway 2	\$68,765.24	100.00%	\$68,765.24	0.00%	\$0.00	
	<b>TOTAL</b>	<b>\$286,427.92</b>		<b>\$272,940.02</b>		<b>\$13,487.90</b>	
TOTAL							
		CITY	\$787,203.40		COUNTY	\$70,768.17	

EXHIBIT 'C'

RESOLUTION 2021-66

WHEREAS, the City of Grand Island is proposing an asphalt overlay project, known as 2021-AC-1, for a section of Bismark Road; and a chip seal project, known as 2021-CS-1 for a section of Wildwood Road; and

WHEREAS, a portion of such work will be within the limits of Hall County; and

WHEREAS, it is recommended that an Inter-local Agreement be entered into with Hall County for sharing in the cost of such work; and

WHEREAS, the City of Grand Island has prepared an Inter-local Agreement, which has been reviewed by the City's Legal Department and Hall County, for such work to be completed.

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 the asphalt overlay work, known as 2021-AC-1, to be performed on a section of Bismark Road; and the chip seal work known as 2021-CS-1, to be performed on a section of Wildwood Bend Road is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 19, 2021	☐ City Attorney