



City of Grand Island

Tuesday, April 22, 2014

Council Session

Item G-19

#2014-98 - Approving Interlocal Agreement with Grand Island Public Schools

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: April 22, 2014

Subject: Approve an Interlocal Agreement with Grand Island Public Schools to Maintain City and School Property near Walnut Middle School

Item #'s: G-19

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

Last year the Walnut Middle School east entry drive was relocated in an effort to enhance the intersection and school access. As a result of the project, City and School property lines became somewhat irregular.

Discussion

In an effort to maintain City and School property near the school, staff is recommending approving the attached Interlocal Agreement. The City Parks and Recreation Department will maintain all areas south of the Walnut east entry drive. The Schools will maintain the drive and areas to the north.

The Grand Island School Board approved the agreement on April 10, 2014.

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 City Council approve an Interlocal Agreement to maintain the area near Walnut Middle School.

Sample Motion

Move to approve the Interlocal Agreement with Grand Island Public Schools to maintain the area near Walnut Middle School.

INTERLOCAL AGREEMENT

This Interlocal Agreement made between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter called the “City” and the **GRAND ISLAND PUBLIC SCHOOLS**, hereinafter called “GIPS”.

WHEREAS, the City and GIPS own adjacent properties near Walnut Middle School in Grand Island, Nebraska; and

WHEREAS, as a result of the 2013 Walnut Middle School entry road relocation project, the City and GIPS adjacent properties lines are somewhat irregular; and

WHEREAS, GIPS has the interest and resources to maintain a section of the City property north of the Walnut entry drive off Custer Avenue; and

WHEREAS, the City has the interest and resources to maintain a section of the GIPS property south of the Walnut entry drive off Custer Avenue; and

WHEREAS, attached hereto as Exhibit “A” and incorporated herein by this reference is a zone map showing Zone #1 which GIPS agrees to maintain and Zone #2 which the City agrees to maintain, pursuant to the terms stated below.

NOW THEREFORE, incorporating the above recitals as if fully set forth herein, the parties hereby agree as follows:

1. This Interlocal Agreement is for a term of ten (10) years beginning April 1, 2014 with a renewal option for an additional ten (10) years at the conclusion of the first term as stated previously. It is understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party thirty (30) days written notice to terminate the agreement without any cause, at any time during the ten (10) year period, or during the additional ten (10) year renewal option.

GIPS AGREES TO MAINTAIN CITY PROPERTY ZONE #1 OF EXHIBIT “A”

2. GIPS shall be responsible for all landscape maintenance, including all mowing, fertilizer, sprinklers, sidewalk snow removal, and general upkeep of City property. Any landscaping modifications to City property may be performed by GIPS upon obtaining written consent from the City.

3. GIPS shall not assign, sublet or part with the possession of the whole or any part of the City property without first obtaining the written consent of the City.

4. GIPS agrees to indemnify the City for any claim made by GIPS employees or by any other persons, for personal injury or property damage arising out of GIPS use of equipment

on the premises or equipment brought onto the premises after the commencement of this Interlocal Agreement, which premises GIPS agrees to accept at all times during the term of this Agreement as is, where is, and the City has no responsibility for its condition or state of repair. GIPS agrees not to remove from City premises any equipment or property located on the premises at the commencement of this Agreement, except as authorized in writing by the City.

5. GIPS agrees that the City property north of the Walnut entry drive shall be maintained as publicly accessible open green space consistent with park use.

THE CITY AGREES TO MAINTAIN GIPS PROPERTY ZONE #2 OF EXHIBIT "A"

6. The City shall be responsible for all landscape maintenance, including all mowing, fertilizer, sprinklers, and general upkeep of GIPS property. Any landscaping modifications to GIPS property may be performed by the City upon obtaining written consent from GIPS.

7. The City shall not assign, sublet or part with the possession of the whole or any part of the GISP property without first obtaining the written consent of GIPS.

8. The City agrees to indemnify GIPS for any claim made by the City employees or by any other persons, for personal injury or property damage arising out of City use of equipment on the premises or equipment brought onto the premises after the commencement of this Interlocal Agreement, which premises the City agrees to accept at all times during the term of this Agreement as is, where is, and GIPS has no responsibility for its condition or state of repair. The City agrees not to remove from GIPS premises any equipment or property located on the premises at the commencement of this Agreement, except as authorized in writing by GIPS.

IN WITNESS WHEREOF, the parties hereby have executed this Interlocal Agreement.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

GRAND ISLAND PUBLIC SCHOOLS,


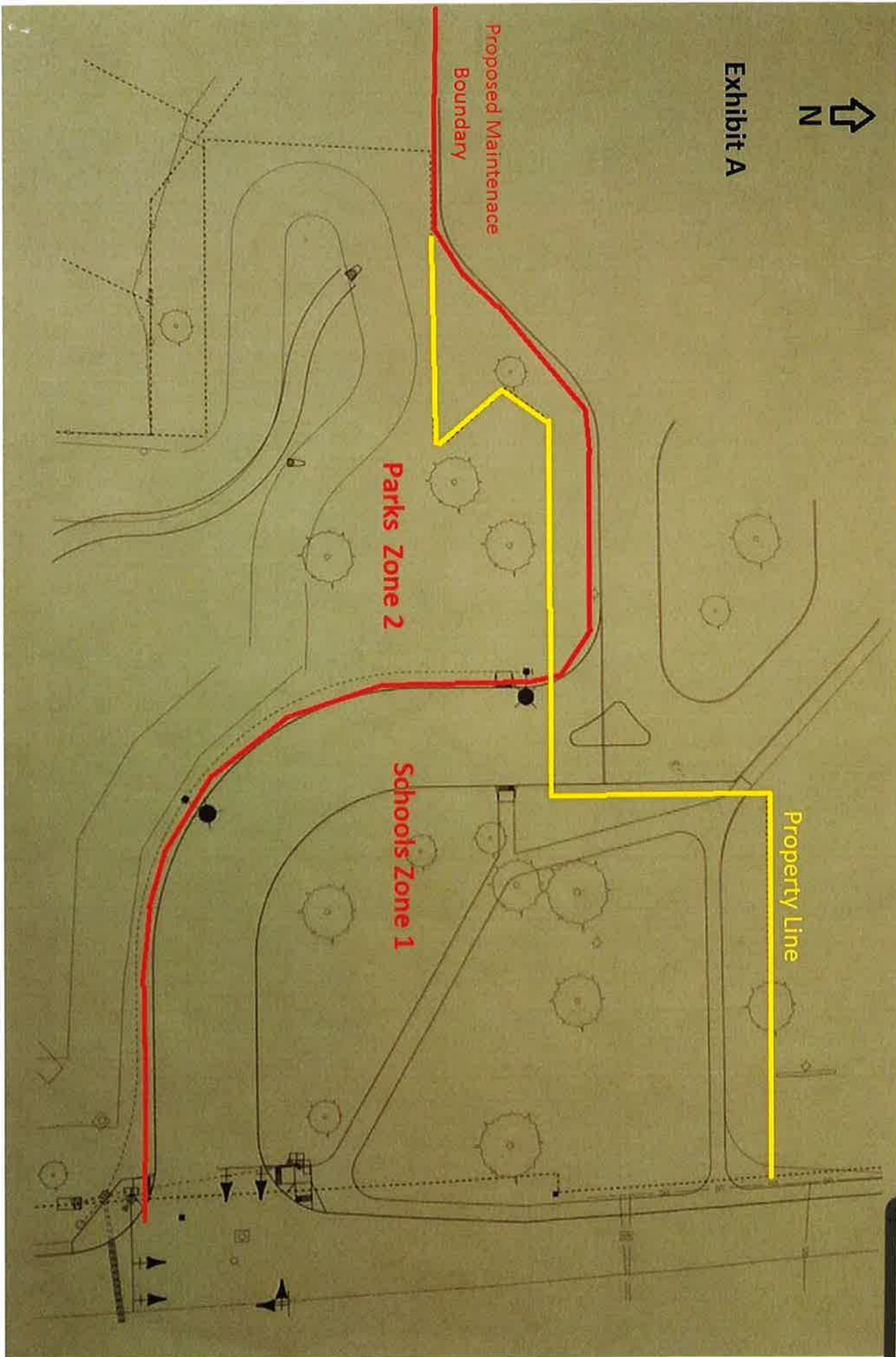
By: 
Jennifer Worthington, President Board of
Education



Exhibit A



tabbles®
EXHIBIT
A

RESOLUTION 2014-98

WHEREAS, the City of Grand Island and Grand Island Public Schools own adjacent properties near Walnut Middle School in Grand Island, Nebraska; and

WHEREAS, as a result of the 2013 Walnut Middle School entry road relocation project, the adjacent properties lines between the City of Grand Island and Grand Island Public Schools are somewhat irregular; and

WHEREAS, the Grand Island Public Schools has the interest and resources to maintain a section of the City property north of the Walnut entry drive off Custer Avenue referred to in Zone #1 of Interlocal Agreement; and

WHEREAS, the City of Grand Island has the interest and resources to maintain a section of the Grand Island Public Schools property south of the Walnut entry drive off Custer Avenue referred to in Zone #2 of Interlocal Agreement; and

WHEREAS, an interlocal agreement has been developed detailing the responsibilities of both parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that an Interlocal Agreement by and between the City of Grand Island and the Grand Island Public Schools detailing the responsibilities between both parties is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized and directed to sign the Interlocal 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, April 22, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 18, 2014	☐ City Attorney