



City of Grand Island

Tuesday, August 13, 2002

Council Session

Item G15

#2002-238 - Approving Interlocal Agreement with Hall County for South Locust Street Lighting at Schimmer Drive and Wildwood Drive.

Council approval of the Interlocal Agreement with Hall County is required before the Mayor can sign the Agreement. A segment of the northbound South Locust roadway is being built under a construction project administered by the Nebraska Department of Roads as part of the new interchange. The City would like to have conduit and electrical components for roadway lighting installed at the intersections of Wildwood Drive and Schimmer Drive in conjunction with the construction activities under the contract with Werner Construction, Inc of Hastings, Nebraska.

The City will pay the County for the City's share of electrical costs. After construction, the lighting will be owned by Hall County, with the City paying for repairs and operation as laid out in the Interlocal Agreement for construction of the Interchange, dated April 6, 1992. It is recommended that Council pass a Resolution authorizing the Mayor to sign the agreement. The current construction estimate for this utility work is estimated at \$16,086.90.

Staff Contact: Steve Riehle, City Engineer/Public Works Director

**INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF GRAND ISLAND, NEBRASKA
AND
THE COUNTY OF HALL**

**SOUTH LOCUST STREET LIGHTING
AT SCHIMMER DRIVE AND WILDWOOD DRIVE**

Pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 et seq., this Agreement is made and entered into on this _____ day of _____, 2002, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City) and the COUNTY OF HALL, NEBRASKA, a Political Subdivision, (County).

1. STATEMENT OF PURPOSE. The County has previously entered into a Program Agreement with the State of Nebraska Department of Roads under Project No. EACSTPE-2235(3) and EACIM-STPAA-80-7 for improvements to South Locust Street, including the extension of box culverts and the widening of the roadway from the Wood River Diversion Channel bridge to just south of Interstate-80. The City desires to have the conduit and other electrical components installed at the intersections of Wildwood Drive and Schimmer Drive in conjunction with the construction activities under the current contract with Werner Construction, Inc.

The State of Nebraska has opened sealed bids for the construction of the roadway widening project, and will administer the contract for construction and bill the County progress payments. The apparent low bidder for this work is Werner Construction, Inc., of Hastings, Nebraska. The City has budgeted funds for the purpose of funding the portion of the electrical work which is attributable to the street lighting at the intersections of Wildwood Drive and Schimmer Drive.

2. PROJECT COST REIMBURSEMENT BY CITY. It is hereby mutually agreed by County and City, that City will pay County for the City's share of the electrical costs needed for the lighting at Wildwood Drive and Schimmer Drive and that based on unit bid prices such estimate of the City's costs are \$16,086.90. An estimate based on the bid unit prices has been prepared and is attached hereto as Exhibit A and made a part of this Agreement. Both parties agree that the actual costs may be higher or lower dependent upon actual quantities placed by the Contractor for the electrical construction attributable to the lighting at the Schimmer Drive and Wildwood Drive intersections.

3. DURATION. This Agreement shall remain in full force and effect from the date of execution by the City and County until construction of the above referenced electrical work has

been completed and accepted by the State of Nebraska Department of Roads and the City has paid to the County all funds for the City's share of the electrical work.

4. OWNERSHIP AND MAINTENANCE OF THE LIGHTING COMPONENTS. That portion of the electrical installation for the lighting at the two above referenced intersections shall be owned by the County subject to the obligation of the City to pay for maintenance repair, maintenance operation of the lighting under the terms and conditions of the Interlocal Cooperation Agreement For the Construction of an I-80 Interchange and the Improvement of South Locust Street between the State of Nebraska, Department of Roads (State), the County of Hall and the City of Grand Island, dated April 6, 1992.

5. SEPARATE ENTITY. The City and County agree that no separate entity is created by this Agreement. The Grand Island Department of Public Works shall administer this Agreement.

6. CHOICE OF LAWS. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 et seq., as amended.

7. ENTIRE AGREEMENT. This Agreement between the City and County relating to the installation of the electrical lighting components may be amended only in writing, duly approved, adopted and executed by the respective parties. This Agreement is to be supplementary and complimentary to the Interlocal Cooperation Agreement between the State, County and City referred to in paragraph 4 above and if there is a conflict between or among the terms of this Agreement and said Interlocal Cooperation Agreement, the Interlocal Cooperation Agreement shall govern.

8. EFFECTIVE DATE. This Agreement shall be effective upon approval by the Mayor and City Council of the City and the County Board of the County and execution by the parties' respective executive officers.

9. NOTICES. All notices envisioned under the terms and conditions of this Interlocal Agreement shall be sent to the other party by first class United States mail, postage prepaid and addressed as follows:

City of Grand Island
Attn: Mayor
P.O. Box 1968
Grand Island, NE 68802-1968

County of Hall
Attn: Chairman of County Board
121 South Pine Street
Grand Island, NE 68801

APPROVED: _____, 2002.

APPROVED: _____, 2002.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

COUNTY OF HALL, NEBRASKA,
A Political Subdivision,

By: _____
Ken Gnadt, Mayor

By: _____
Chairman, Board of Supervisors

Attest: _____
RaNae Edwards, City Clerk

Attest: _____
Marla Conley, County Clerk

EXHIBIT "A"				
TO INTERLOCAL AGREEMENT BY & BETWEEN				
THE CITY OF GRAND ISLAND, NEBRASKA AND				
COUNTY OF HALL				
<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Pull Box Type PB-5	Ea.	3	\$ 350.00	\$ 1,050.00
Street Lighting Unit SL-BT-12.2-3.7-0.25	Ea.	4	\$ 1,350.00	\$ 5,400.00
38mm Conduit in Trench	Meters	244	\$ 6.00	\$ 1,464.00
38mm Conduit Jacked	Meters	79	\$ 55.00	\$ 4,345.00
Lighting Control Center Type "D"	Ea.	2	\$ 986.00	\$ 1,972.00
Direct Burial Cable, #6 USE	Meters	60	\$ 5.00	\$ 300.00
Street Lighting Cable #6 USE	Meters	394	\$ 1.80	\$ 709.20
Street Lighting Cable #6 Bare	Meters	197	\$ 1.70	\$ 334.90
Mobilization	Lump Sum			\$ 511.80
GRAND TOTAL:				\$ 16,086.90

LTG Agreement CNTY.XLS

R E S O L U T I O N 2002-238

WHEREAS, the County of Hall has previously entered into a Program Agreement with the State of Nebraska Department of Roads under Project No. EACSTPE-2235(3) and EACIM-STPAA-80-7 for improvements to South Locust Street, including the extension of box culverts and the widening of the roadway from the Wood River Diversion Channel bridge to just south of Interstate 80; and

WHEREAS, the City desires to have the conduit and other electrical components installed at the intersections of Wildwood Drive and Schimmer Drive in conjunction with the constructions activities under the current contract with Werner Construction, Inc.; and

WHEREAS, it is anticipated that the City would pay the County for the City's share of the electrical costs needed for lighting at Wildwood Drive and Schimmer Drive; and

WHEREAS, based on unit bid prices, the City's costs are estimated to be \$16,086.90; and

WHEREAS, a proposed Interlocal Cooperation Agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement by and between the City and the County of Hall for South Locust Street lighting at Schimmer Drive and Wildwood Drive 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 on August 13, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____
August 9, 2002 ? City Attorney