



City of Grand Island

Tuesday, June 08, 2004

Council Session

Item G19

#2004-141 - Approving Interlocal Agreement with Hall County and the City of Grand Island for Improvements to Schimmer Drive West of U.S. Highway 281

Staff Contact: Steven P. Riehle, P.E. Public Works Director

Council Agenda Memo

From: Steven P. Riehle, P.E., Director of Public Works

Meeting: June 8, 2004

Subject: Approving Interlocal Agreement with Hall County for Improvements for Schimmer Drive West of U.S. HWY 281

Item #'s: G-19

Presenter(s): Steven P. Riehle, Director of Public Works

Background

Council approval is required before entering into an agreement. Pursuing interlocal agreements between government entities is an efficient means of collaborating efforts to better our community.

Discussion

This agreement is for improving Schimmer Drive commencing at U.S. Highway 281 and continuing westward to the intersection with North Road.

The City of Grand Island will pay Hall County for the cost of asphalt paving, labor, and materials for sub-grade preparation, shouldering, testing, seeding and other expenses incurred with respect to the portion of Schimmer Drive located within the City's municipal responsibilities. The municipal responsibility is from U.S. Highway 281 west for approximately one-half mile to the west city limits.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the agreement allowing the Mayor to enter into an agreement with Hall County for improvements to Schimmer Drive.
2. Disapprove or/Deny the agreement.
3. Modify the agreement to meet the wishes of the Council.

4. Table the issue.

Recommendation

City Administration recommends that the Council approve the agreement and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the agreement with Hall County for Improvements to Schimmer Drive.

**INTERLOCAL COOPERATIVE AGREEMENT FOR IMPROVEMENTS TO
SCHIMMER DRIVE WEST OF U.S. HIGHWAY 281
BY AND BETWEEN
THE COUNTY OF HALL AND THE CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT is made and entered into this ____ day of _____ 2004, 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 municipal corporation within the state of Nebraska, hereinafter referred to as the "City." WITNESSETH:

WHEREAS, the County and City desire enter into an agreement for the joint improvement of Schimmer Drive west from U.S. Highway 281 to North Road, Hall County Road Project C40 (328) and Grand Island Project M310(488); and

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, Neb. Rev. Stat. 13-801 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 are public agencies as defined by Neb. Rev. Stat. 13-801; and

WHEREAS, the County and City desire to enter into this interlocal agreement for improvements to Schimmer Drive because of the anticipated cost savings attainable though using a single bidding process and efficiencies of planning and construction.

NOW, THEREFORE, the County and the City mutually covenant and agree as follows:

1. **Scope of Project.** This agreement is for sub-base and grade improvements, shouldering, and asphalt paving of Schimmer Drive commencing at U.S. Highway 281 and continuing westward to its intersection with North Road. Said paved roadway shall be 24 feet in width using an asphalt depth of 5.5 inches.
2. **County's Obligations.** The County shall be responsible for the following with respect to the portion of Schimmer Drive located within the municipal boundaries of the City and that portion located outside the municipal boundaries of the City:
 - 2.1. Prepare engineering plans and specifications for the work meeting the minimum standards of the Nebraska Department of Roads, Board of

Public Roads, Classifications and Standards and meeting the requirements of the City's Public Works Director;

- 2.2. Supply such equipment and perform such labor as required for sub-base preparation, grade preparation, and shouldering work;
 - 2.3. Prepare bid specifications for asphalt paving and to contract for the same following required bidding practices and to supervise the work of said contractor;
 - 2.4. Obtain required asphalt test samples and obtain appropriate testing of said samples;
 - 2.5. Seed the unpaved right of way disturbed by the road work upon completion of the paving and shouldering;
 - 2.6. Inspect and approve the work on the paving contractor; and
 - 2.7. Upon completion of the project, shall invoice the City for 100% of the cost of paving and for labor and materials for sub-grade preparation, shouldering, testing, seeding and other expenses and labor incurred with respect to that portion of Schimmer Drive located within the City's municipal responsibilities.
3. **City's Obligations.** The City shall pay to the County the amount invoiced by the County as described in section 2, above. Said payment shall be due and payable on November 1, 2004 or with 30 days after completion and billing, whichever is later.
 - 3.1. The City's municipal responsibility is from U.S. Highway 281 west for approximately one-half mile to the west city limits.
 - 3.2. The City will be responsible for permanent placement markings within the area of the project inside of city responsibility.
 4. **Further Agreements.** Each party hereto shall be responsible for maintenance of its portion of the roadway following completion of paving.
 5. **Governance.** This agreement shall be co-governed by the County's Surveyor and the City's Director of Public Works.
 6. **Modification.** This Agreement may be modified by written agreement of the Parties.
 7. **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperation agreement.
 8. **Finances.** This agreement shall be financed by funds available to the parties hereto.
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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.

Executed this ____ day of _____, Executed this ____ day of _____.

COUNTY OF HALL

CITY OF GRAND ISLAND

By _____
Pamela Lancaster, Chairman
Hall County Board of Supervisors

By _____
Jay Vavricek, Mayor

Date: _____

Date: _____

Attest: _____
County Clerk

Attest: _____
City Clerk

R E S O L U T I O N 2004-141

WHEREAS, residents in the Ponderosa Lake Estates Subdivision in the City of Grand Island have requested that Schimmer Drive, adjacent to the subdivision be paved; and

WHEREAS, the City of Grand Island is responsible for the costs of paving Schimmer Drive from U.S. Highway 281 westerly for one-half mile to the west city limits; and

WHEREAS, the County of Hall is responsible for the costs of paving Schimmer Drive from the west city limits to the intersection with North Road; and

WHEREAS, the City of Grand Island has anticipated budgeting the costs for paving such street from U.S. Highway 281 westerly for one-half mile to the west city limits for the 2004-2005 budget year; and

WHEREAS, Hall County has offered to pave such street, including the City's portion of the street within the City's 2003-2004 budget year with the understanding that the City will reimburse the County for costs associated with paving Schimmer Drive from U.S. Highway 281 westerly for one-half mile to the west city limits; and

WHEREAS, an Interlocal Agreement setting out the terms and conditions of such paving project and the reimbursement of costs associated therein 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 Agreement with the County of Hall for the street improvements to Schimmer Drive, west of U.S. Highway 281 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, June 8, 2004.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 3, 2004	☐ City Attorney