



# City of Grand Island

Tuesday, February 10, 2009

Council Session

## Item G7

**#2009-29 - Approving Inter-local Agreement with Hall County for Improvements to Shady Bend Road between Bismark Road and Gregory Avenue**

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

# Council Agenda Memo

**From:** Steven P. Riehle, Public Works Director

**Meeting:** February 10, 2009

**Subject:** Approving Inter-local Agreement with Hall County for Improvements to Shady Bend Road between Bismark Road and Gregory Avenue

**Item #'s:** G-7

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

## Background

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

## Discussion

This agreement is for improving Shady Bend Road between Bismark Road and Gregory Avenue. This section of Shady Bend Road has sections within the Grand Island city limits and sections in Hall County. Performing a joint project makes sense for both entities.

Hall County will pay the City of Grand Island for the asphalt overlay, testing and other expenses incurred with respect to that portion of Shady Bend Road not located in the municipal 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 Shady Bend Road.
2. Disapprove or/Deny the agreement.
3. Postpone the issue to a future date.
4. Take no action.

## **Recommendation**

Public Works 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 Shady Bend Road.

**INTERLOCAL COOPERATIVE AGREEMENT FOR IMPROVEMENTS TO  
SHADY BEND ROAD BETWEEN BISMARCK ROAD AND GREGORY AVENUE  
BY AND BETWEEN  
THE COUNTY OF HALL AND THE CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, 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.” WITNESSTH:

WHEREAS, the County and City desire to enter into an agreement for the joint improvement of Shady Bend Road between Bismark Road and Gregory Avenue, under City of Grand Island’s Annual Asphalt Maintenance Project.

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 desire to enter into this interlocal agreement for improvements to Shady Bend Road because of the anticipated cost savings attainable through 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 the asphalt overlay paving of Shady Bendy Road. The roadway will be milled to a uniform cross slope prior to the asphalt overlay. Said paved roadway is 24 feet in width using an approximate asphalt overlay depth of 2 inches.
2. **County’s Obligations.** The County shall be responsible for the following with respect to the portion of Shady Bend Road located outside the municipal boundaries of the City.
  - 2.1. Upon completion of the project, shall pay the City for 100% of the cost of the asphalt overlay paving plus engineering costs, testing and other expenses and labor incurred with respect to that portion of Shady Bend Road located outside of the City’s

municipal responsibilities. The estimated cost for this portion of the project is \$53,936.75.

3. **City's obligations.** The City shall be responsible for the following with respect to the portion of Shady Bend Road located within the municipal boundaries of the City and that portion located outside the municipal boundaries of the City.
  - 3.1 Prepare bid specifications for asphalt resurfacing and to contract for the same following required bidding practices and requirements and to supervise the work of the contractor;
  - 3.2 Obtain required asphalt test samples and obtain appropriate testing of said samples;
  - 3.3 Inspect and approve the work of the paving contractor, and
  - 3.4 Upon completion of the Project, shall invoice the County for 100% of the cost of paving plus engineering costs, testing and other expenses and labor incurred with respect to that portion of Shady Bend Road located outside of the City's municipal responsibilities.
- 3 **Further Agreements.** Each Party hereto shall be responsible for the maintenance of its portion of the roadway following completion of the resurfacing.
- 4 **Governance.** This agreement shall be co-governed by the County's Surveyor and the City's Director of Public Works.
- 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.
- 8 **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 \_\_\_\_\_, 2009.

**COUNTY OF HALL**

**CITY OF GRAND ISLAND**

By \_\_\_\_\_  
Pam Lancaster, Chairwoman  
Hall County Board of Supervisors

By \_\_\_\_\_  
Margaret Hornady, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Marla Conley  
County Clerk

Attest: \_\_\_\_\_  
RaNae Edwards  
City Clerk

Approved as to form \_\_\_\_\_  
Mark Young  
County Attorney

Approved as to form \_\_\_\_\_  
Dale Shotkoski  
City Attorney

RESOLUTION 2009-29

WHEREAS, the City of Grand Island is proposing an asphalt overlay project for Shady Bend Road; and

WHEREAS, a portion of such asphalt work will be outside the municipal city limits, from Bismark Road to Gregory Avenue; 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 Public Works Department has prepared an Inter-local Agreement, which has been reviewed by the Legal Department, with 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 and Hall County, Nebraska for the asphalt overlay work to be performed from Bismark Road to Gregory Avenue is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 10, 2009.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
February 5, 2009        ☐ City Attorney