



City of Grand Island

Tuesday, July 26, 2011

Council Session

Item G18

#2011-183 - Approving Interlocal Agreement with Hall County for Improvements to Engleman Road between US Highway 30 and Airport Road

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Gripenstroh, Project Manager

Meeting: July 26, 2011

Subject: Approving Interlocal Agreement with Hall County for Improvements to Engleman Road between US Highway 30 and Airport Road

Item #'s: G-18

Presenter(s): John Collins, Public Works Director

Background

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

Discussion

This agreement is for improvements on Engleman Road between US Highway 30 and Airport Road. This segment of Engleman Road has sections within the Grand Island city limits and sections in Hall County. Performing a joint project is beneficial for both entities.

Through this agreement the City of Grand Island will pay Hall County for the asphalt overlay, testing and other expenses incurred with respect to that portion of Engleman Road 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. 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 interlocal agreement with Hall County and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the resolution.

INTERLOCAL COOPERATIVE AGREEMENT
FOR IMPROVEMENTS TO
ENGLEMAN ROAD BETWEEN US HIGHWAY 30 AND AIRPORT ROAD
BY AND BETWEEN
THE COUNTY OF HALL, NEBRASKA
AND THE CITY OF GRAND ISLAND, NEBRASKA

THIS AGREEMENT is made and entered into this 26th day of July 2011, 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 Engleman Road between US Highway 30 and Airport Road, under Hall County's Annual Asphalt Maintenance Program.

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 Engleman Road because of the efficiencies of joint planning, a single bidding process, 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 asphalt maintenance resurfacing on Engleman Road from US Highway 30 to Airport Road. The roadway will be milled to a uniform cross slope to remove ruts prior to the asphalt overlay. The improvement will consist of an asphalt overlay approximately 2 inches thick by 24 feet wide. If one of the intersecting approach roads needs resurfaced as part of this project, and there is adequate budget to allow for the work, up to ¼ mile of intersecting road may be included with the work.

- 2) **City's Obligations.** The City shall be responsible for the following with respect to the portions of Engleman Road and intersecting approach road(s) located within the municipal boundaries of the City.
 - a) Make progress payments after award of the contract and final payment upon completion and acceptance of the project.
 - b) The City's cost will include the cost of the asphalt overlay paving plus engineering costs, testing and other expenses and labor incurred with respect to that portion of Engleman Road located within the City's municipal responsibilities. The estimated cost for the City's portion of the project is \$245,000.
- 3) **County Obligations.** The County shall be responsible for the following with respect to the project.
 - a) Prepare bid specifications for the project and contract for the same following the required bidding practices and requirements of law.
 - b) Perform construction observation services for the project that include, but are not limited to the following: asphalt lay-down inspection, collecting delivery tickets, obtaining & testing required asphalt samples, and reviewing the contractor's temporary work zone traffic control to ensure compliance with the Manual of Uniform Traffic Control Devices.
 - c) Approving and final accepting the work of the asphalt paving contractor, including the final pay estimate.
 - d) Placing earth shoulders on the roadway following the resurfacing work.
 - e) Tracking costs of the project attributed to the City for submittal for reimbursement to the County.
- 4) **Further Agreements.** Each Party hereto shall be responsible for the maintenance of its portion of the roadway following completion of the resurfacing.
- 5) **Governance.** This agreement shall be co-governed by the Hall County Engineer and the City of Grand Island's Manager of Engineering Services.
- 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 cooperative agreement.
- 8) **Finances.** This agreement shall be financed by the funds available to the parties hereto.

- 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.

CITY OF GRAND ISLAND

Executed this 26th day of July, 2011.

By: _____
Jay Vavricek
Grand Island Mayor

Attest: _____
RaNae Edwards
Grand Island City Clerk

Approved to Form: _____
Jason Eley
Grand Island Assistant City Attorney

COUNTY OF HALL

Executed this 2nd day of August, 2011.

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

Attest: _____
Marla Conley
Hall County Clerk

Approved to Form: _____
Jack Zitterkopf
Hall County Assistant County

RESOLUTION 2011-183

WHEREAS, Hall County is proposing an asphalt overlay project for Engleman Road; and

WHEREAS, a portion of such asphalt work will be within the municipal city limits, from US Highway 30 to Airport Road; and

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

WHEREAS, the Hall County Public Works Department has prepared an Interlocal Agreement, which has been reviewed by the City’s Legal Department, 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 Interlocal Agreement by and between the City and Hall County, Nebraska for the asphalt overlay work to be performed on Engleman Road from US Highway 30 to Airport Road is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
July 21, 2011 ☐ City Attorney