

**INTERLOCAL AGREEMENT FOR
MAINTENANCE OF ROADS**

THIS INTERLOCAL AGREEMENT is made by The County of Lincoln, Nebraska, hereinafter referred to as "County" and The City of North Platte, Nebraska, hereinafter referred to as "City".

WHEREAS, the County desires to contract with the City for maintenance of certain roads, streets, and highways that are in the County's jurisdiction because the location of those certain roads, streets, and highways are more accessible to the City's Roads Department than the County's.

NOW, THEREFORE, in consideration of the foregoing and pursuant to the terms and conditions herein, the parties agree as follows:

1. DURATION: That this agreement shall be from October 1, 2011 to and including September 30, 2012.

2. PURPOSE: City shall grade, gravel, remove snow, and otherwise maintain the following-described roadways in the County's jurisdiction, to wit:

- A. East 10th Street – Roosevelt to Wilson;
- B. East 6th Street – 1900 to 2000 block;
- C. Webster - Rodeo Road to 16th Street;
- D. Vierya Road (NW part of City); and,
- E. Wilson Avenue – 10th Street to 12th Street
- F. South Buffalo Bill Avenue – Leota Street to State Farm Road

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Notwithstanding the above, "Maintain" shall not include overlays, sealcoats or reconstruction.

3. CONSIDERATION: The County will pay the City \$1,733.00 per month for the above-said services.

4. FINANCING AND BUDGET: The service that the City is providing to the County is financed through the consideration that the City receives from the County. Further, the City shall establish and maintain the budget for management of the monies generated by this Agreement.

5. PROPERTY: City has complete authority to acquire, hold and dispose of any real and personal property it uses for maintaining the roads. Further, neither party shall acquire any interest in property of the other party by virtue of this Agreement. Notwithstanding the above, the City gives up all property interest in materials that it deposits on the aforementioned roadways for maintenance purposes.

6. ORGANIZATION: No separate legal or administrative entity is considered to be created by this Agreement and the Superintendent for the City Roads Department shall be responsible for all administrative responsibilities regarding maintenance of the above-stated roadways.

7. TERMINATION:

A. This agreement may be terminated by either party with ninety (90) days notice to the other. In the event of termination, City shall be entitled to retain only a pro rata portion of the consideration to the date of termination and the excess amount, if any, shall be returned to the County. Further, because this Interlocal Agreement is an agreement whereby the County receives services from the City, there is no other property to dispose of under this Agreement.

B. A partial termination of the Agreement can only be permissible if the parties can jointly agree to the terms of such partial termination.

8. COMPLETION OF AGREEMENT: This Agreement shall constitute the full agreement of the parties hereto and may not be modified orally.

9. CANCELLATION OF PREVIOUS AGREEMENT: The previous Agreement between the County and the City concerning the aforementioned roads terminates October 1, 2011.

CITY OF NORTH PLATTE, NEBRASKA

By: Marc Kaschke
Name: Marc Kaschke
Title: Mayor
Date: 09-06-11

ATTEST:

Angela Gilbert
City Clerk

THE COUNTY OF LINCOLN, NEBRASKA

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

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1. DURATION: That this agreement shall be from October 1, 2011 to and including September 30, 2012.
2. PURPOSE: County shall grade, gravel, remove snow, and otherwise maintain the following-described roadways in the City's jurisdiction, to wit:
 - A. Lakeview – A Street to Front Street;
 - B. East State Farm Road
 - a. Highway 83 to Corporate Limits and
 - b. Corporate Limits East to Newberry;
 - C. Hidden Lakes Road – State Farm Road North to Northerly I-80 ROW Line; and,
 - D. Front Street – Buffalo Bill Avenue to West Corporate Limits.

Notwithstanding the above, "Maintain" shall not include overlays, sealcoats or reconstruction.

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CITY OF NORTH PLATTE, NEBRASKA

By: Marc Kasenke
Name: Marc Kasenke
Title: Mayor
Date: 09-06-11

ATTEST:

Angela Gilbert
City Clerk

THE COUNTY OF LINCOLN, NEBRASKA

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:
