



# **City of Grand Island**

**Tuesday, January 12, 2021**

**Council Session**

## **Item G-7**

**#2021-4 - Approving the Certificate of Compliance with the  
Nebraska Department of Transportation for Maintenance  
Agreement No. 12; Calendar Year 2020**

**Staff Contact: John Collins, P.E. - Public Works Director**

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** January 12, 2021

**Subject:** Approving the Certificate of Compliance with the Nebraska Department of Transportation for Maintenance Agreement No. 12; Calendar Year 2020

**Presenter(s):** John Collins PE, Public Works Director

## **Background**

The City of Grand Island and the Nebraska Department of Transportation have had an agreement for the maintenance of state highways within the City limits dating back to 1970. Maintenance responsibilities for State highways within the corporate City limits are defined by state statute.

The Nebraska Department of Transportation (NDOT) is responsible for the surface maintenance costs of the originally constructed highway lanes through a community and the City is responsible for the surface maintenance costs of any highway widening including parking, additional thru lanes, and dedicated turn lanes.

NDOT performs snow removal on NE Highway 2, US Highway 281, US Highway 34, and the portion of US Highway 30 west of Johnstown Road.

The City performs snow removal on US Highway 30 from Johnstown Road through town to the east City limits at Shady Bend Road.

The statutes provide that the NDOT is to reimburse the City for work the City performs on NDOT's highway lanes and the City is to reimburse NDOT for snow removal on State Highways within the City Limits.

## **Discussion**

The maintenance agreement requires the City to certify that it has completed the maintenance work required by the agreement for the 2020 calendar year.

The net result of this exchange of services is a payment by the Nebraska Department of Transportation to the City of Grand Island in the amount of \$46,562.80.

### **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 pass a resolution authorizing the Mayor to sign the Certificate of Compliance.

### **Sample Motion**

Move to approve the Certificate of Compliance for Maintenance Agreement No. 12.

## CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 12 for 2020 Services QE 1708 Supp 3-2020  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of GRAND ISLAND  
Municipal Extensions in GRAND ISLAND

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Wesley W. Wahlgren, Department of Transportation, Grand Island, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
District Engineer, Department of Transportation

### For Office Use Only

Agreement No.: \_\_\_\_\_  
Pay/Bill Code: \_\_\_\_\_  
Contractor No.: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: GRAND ISLAND

Date: 1/1/20

#### ☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 29.98 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

29.98 lane miles x \$2,530.00 per lane mile = \$75,849.40.

#### ☒ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

44.04 lane miles x \$665.00 per lane mile = \$29,286.60

#### ☒ Other (*Explain*)

$\$75,849.40 - \$29,286.60 = \$46,562.80$  due the CITY.

Change in lane miles for 2020.

**ATTACHMENT C  
CITY OF GRAND ISLAND—2020**

**STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.65	0.49	2	0.98	*0.98	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	231.95	232.77	0.82	2	1.64	1.64	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.39	0.14	2	0.28	*0.28	
Jct. 34 /281 to Webb /281	US 281	67.45	67.94	.49	4	1.96	*1.96**	
N of Webb Rd/281 to Corp Limits	US 281	68.20	72.60	4.40	4	17.60	*17.60**	
Re-enter 1200' left ramp to Broadwell Ave	US 281	73.78	74.24	.46	2	.92	*.92	
<b>TOTALS</b>				<b>20.02</b>		<b>68.96</b>	<b>51.92</b>	<b>17.04</b>

**\*\*29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

**\*44.04 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2021-4

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Transportation with respect to the surface maintenance and snow removal of state highways within the corporate limits of Grand Island; and

WHEREAS, the City has complied with all surface maintenance work for the calendar year 2020 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the State will reimburse the City for surface maintenance work performed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has complied with the terms of Maintenance Agreement No. 12 for calendar year 2020; and the Mayor is hereby authorized and directed to execute the Certificate of Compliance for 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, January 12, 2021.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
January 8, 2021	☐ City Attorney