



City of Grand Island

Tuesday, January 13, 2015

Council Session

Item G-8

**#2015-5 - Approving the Certificate of Compliance with the
Nebraska Department of Roads for Maintenance Agreement No.
12; Calendar Year 2014**

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: January 13, 2015

Subject: Approving the Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2014

Item #'s: G-8

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

Background

The City of Grand Island and the Nebraska Department of Roads 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 Roads (NDOR) is responsible for the cost of the maintenance of the highway lanes through a community and the City is responsible for the cost of the maintenance of any highway widening including parking, additional thru lanes or left turn lanes. The statutes provide that the NDOR is to reimburse the City for work the City performs on NDOR's highway lanes.

Discussion

The agreement requires the City to certify that it has completed the maintenance work required by the agreement for the 2014 calendar year.

The NDOR performs snow removal on NE Highway 2, US Highway 281, US Highway 34, and a portion of US Highway 30 from the west City limits to 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 City performs the surface maintenance on all state highways within the City limits. The net result of this exchange of services is a payment by the Nebraska Department of Roads to the City of Grand Island in the amount of \$34,932.00.

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.

EXHIBIT "B"

CITY OF GRAND ISLAND

Pursuant to Sections 1a, 1b, 1c, 8a, 8b, 8c and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the STATE agrees to pay to the CITY the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the STATE'S responsibility for surface maintenance within the City Limits is 29.98 lane miles.

$29.98 \text{ lane miles} \times \$1,900.00 \text{ per lane mile} = \$56,962.00$ due the CITY for surface maintenance.

From Exhibit "C", it is determined that snow removal within City Limits is the responsibility of the CITY. The CITY agrees to pay the STATE the sum of \$500.00 per lane mile for snow removal on those sections of highway within City Limits as listed on the attached copy of Exhibit "C".

From Exhibit "C" it is determined that the City's responsibility for snow removal within the City Limits is 44.06 lane miles.

$44.06 \text{ lane miles} \times \$500.00 = \$22,030.00$ due the STATE for snow removal.

$\$56,962.00 - \$22,030.00 = \$34,932.00$ due the CITY and payable as per Section 8d.

EXHIBIT "C"

City of GRAND ISLAND

STATE OF NEBRASKA
DEPARTMENT OF ROADS

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

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

DESCRIPTION	HWY. NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				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	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.03	232.77	0.74	2	1.48	1.48	
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	233.28	0.03	2	0.06	*0.06	
Jct. 34 & 281 No. Corporate Limits	US 281	67.45	67.94	.49	4	1.96	*1.96**	
		68.20	72.60	4.40	4	17.60	*17.60**	
TOTALS						67.34	50.30	17.04

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

***44.06 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2015-5

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Roads with respect to the maintenance 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 2014 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the State will reimburse the City for 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 2014; 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 13, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
January 9, 2015	☒ City Attorney