



City of Grand Island

Tuesday, January 11, 2011

Council Session

Item G10

**#2011-4 - Approving Maintenance Agreement No. 12 Renewal with
the Nebraska Department of Roads**

Staff Contact: Gary R. Mader, Interim Public Works Director

Council Agenda Memo

From: Gary R. Mader, Interim Public Works Director

Meeting: January 11, 2011

Subject: Approving Maintenance Agreement No. 12 Renewal
with the Nebraska Department of Roads

Item #'s: G-10

Presenter(s): Gary R. Mader, Interim Public Works Director

Background

Each year the City and the Nebraska Department of Roads enter into an agreement for the maintenance of Highways within the City Limits. The certification that calendar year 2010 work was performed by the City is being approved at tonight's meeting. The agreement for 2011 has been prepared. The content and scope of the agreement is the same as that of previous years, because the highways and city limits have not changed.

Discussion

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2011 will be a payment to the City of \$36,198.30.

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

Public Works Administration recommends that the Council pass a Resolution approving Maintenance Agreement No. 12 for calendar year 2011.

Sample Motion

Move to approve Maintenance Agreement No. 12 for calendar year 2011.



AGREEMENT RENEWAL

Maintenance Agreement No. 12
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

We hereby agree that Maintenance Agreement No. 12 described above be renewed for
the period January 1, 2011 to December 31, 2011.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2006 and revisions in 2008.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of _____

City Clerk

Mayor

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Roads

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

| <u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339 | <u>Metropolitan Cities</u> (Omaha) | <u>Primary Cities</u> (Lincoln) | 1st Class Cities | 2nd Class Cities & Villages |
|--|--|---|------------------------------------|---|
| Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality. | Department | Dept. | Dept. | Dept. |
| Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes. | City | City | City | City |
| Surface maintenance on parking lanes. | City | City | City | Dept. |
| Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls) | City | City | City | City or Village |
| Mowing of the right-of-way, right-of-way maintenance and snow removal. | City | City | City | City or Village |
| Bridges from abutment to abutment, except appurtenances. | Department | Dept. | Dept. | Dept. |

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

| <u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339 | <u>Metropolitan Cities</u> (Omaha) | <u>Primary Cities</u> (Lincoln) | 1st Class Cities > 40,000 | 1st Class Cities < 40,000 | 2nd Class Cities |
|---|--|---|--|--|------------------------------------|
| Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways | City | City | City | Dept. | Dept. |
| Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc. | City | City | City | City | City |
| Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement. | City | City | City | City | City |
| Procurement, installation and maintenance of guide and route marker signs | City | City | City | Dept. | Dept. |
| Procurement, installation and maintenance of regulatory and warning signs. | City | City | City | Dept. | Dept. |

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 32.42 lane miles.

$32.42 \text{ lane miles} \times \$1900.00 \text{ per lane mile} = \$61,598.00$ due the CITY for surface maintenance.

From Exhibit "A" 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 \$375.00 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 43.06 lane miles.

$43.06 \text{ lane miles} \times \$375.00 = \$16,147.50$ due the STATE for snow removal.

$\$61,598.00 - \$16,147.50 = \$45,450.50$ 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 | 4 | 4.88 | **2.44 | 2.44 |
| Greenwich St/end of 1-way | WB 30 | 314.85 | 316.07 | 1.22 | 4 | 4.88 | **2.44 | 2.44 |
| 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 th 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 | 232.53 | 232.77 | 0.24 | 2 | 0.48 | *0.48 | |
| 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 | | | | | | 68.78 | 51.74 | 17.04 |

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

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

RESOLUTION 2011-4

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 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, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Roads for the term January 1, 2011 through December 31, 2011 is hereby approved; and the Mayor is hereby authorized and directed to execute 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 11, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| January 6, 2011 | ☐ City Attorney |