

# **City of Scottsbluff, Nebraska**

**Monday, December 7, 2020**

**Regular Meeting**

## **Item Reports4**

**Council to discuss and consider action on the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation and authorize the Mayor to sign the Agreement.**

**Staff Contact: Mark Bohl, Public Works Director**

# AGREEMENT RENEWAL

Maintenance Agreement No. 22  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Scottsbluff  
Municipal Extensions in Scottsbluff

We hereby agree that Maintenance Agreement No. 22 described above be renewed for  
the period January 1, 2021 to December 31, 2021.

All figures, terms and exhibits to remain in effect as per the original agreement dated  
January 1, 2017 with revised Attachments B and C attached hereto.

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 \_\_\_\_\_, 2020.

ATTEST: City of Scottsbluff

\_\_\_\_\_  
*City Clerk/Witness*

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

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST: State of Nebraska

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

NDOT Form 507, August 17

# ~~NEBRASKA~~

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DEPARTMENT OF ROADS

Attachment "A"

**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	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities	2 <sup>nd</sup> Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
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	Department
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	Department	Department	Department

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

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities > 40,000	1 <sup>st</sup> Class Cities < 40,000	2 <sup>nd</sup> Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
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.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



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DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Scottsbluff

Date: 11/23/20

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 17.52 lane miles. Pursuant to Sections 1c, 8b, 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 \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

17.52 lane miles x \$2,100.00 per lane mile = \$36,792.00.

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 \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

**EXHIBIT "C"**

City of **SCOTTSBLUFF**

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339  
and NEB. REV. STAT. 39-2101**

<b>DESCRIPTION</b>	<b>HWY. NO.</b>	<b>REF FROM</b>	<b>POST TO</b>	<b>LENGTH IN MILES</b>	<b>WIDTH OF STREET</b>	<b>TOTAL DRIVING LANES</b>	<b>TOTAL LANE MILES</b>	<b>RESPONSIBILITY STATE</b>	<b>CITY</b>
<b>EAST CITY LIMITS TO WEST CITY LIMITS</b>	<b>26</b>	<b>21.78</b>	<b>25.18</b>	<b>3.40</b>	<b>48'</b>	<b>4</b>	<b>13.60</b>	<b>13.24</b>	<b>.36</b>
<b>N. JCT 71/26 TO NORTH CITY LIMITS</b>	<b>71</b>	<b>62.91</b>	<b>63.63</b>	<b>.72</b>	<b>40'</b>	<b>2</b>	<b>1.44</b>	<b>1.26</b>	<b>.18</b>
<b>WEST CITY LIMITS TO SOUTH LIMITS</b>	<b>S79H</b>	<b>.56</b>	<b>2.07</b>	<b>1.51</b>	<b>40'</b>	<b>2</b>	<b>3.02</b>	<b>3.02</b>	
<b>TOTAL LANE MILES</b>				<b>5.63</b>			<b>18.06</b>	<b>17.52</b>	<b>.54</b>