

City of Scottsbluff, Nebraska

Tuesday, January 20, 2015

Regular Meeting

Item Reports2

Council to approve Maintenance Agreement No. 22 with the Nebraska Department of Roads for the continuation of road maintenance and authorize the Mayor to execute the agreement.

Staff Contact: Mark Bohl, Public Works Director



AGREEMENT RENEWAL

Maintenance Agreement No. 22
Maintenance Agreement between the Nebraska Department of Roads 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, 2015 to December 31, 2015.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2014 with revised Exhibits B and C attached.

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 _____, 2015.

ATTEST: City of Scottsbluff

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 2015.

ATTEST: State of Nebraska

District Engineer, Department of Roads

DR Form 507, November 2013

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.	<i>this section intentionally left blank please check original project agreement for responsibility designation</i>				
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.

Revised 2011



Exhibit B

City of: Scottsbluff

Date: 12/19/14

Surface Maintenance

From Exhibit "C", it is determined that the City's responsibility for surface maintenance within the City limits is 15.70 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Exhibit "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on Exhibit "C".

Amount due the City for surface maintenance:

$$15.70 \text{ lane miles} \times \$1,575.00 \text{ per lane mile} = \$24,727.50.$$

Snow Removal

From Exhibit "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 Exhibit "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 Exhibit "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \text{ per lane mile} = \$$$

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**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
EAST CITY LIMITS TO WEST CITY LIMITS	26	21.78	25.04	3.26	48'	4	13.04	11.64	1.4
W. JCT 71/26 TO NORTH CITY LIMITS	71	62.91	63.63	.72	40'	2	1.44	1.12	.32
WEST CITY LIMITS TO SOUTH LIMITS	S79H	.56	2.03	1.47	40'	2	2.94	2.94	
TOTAL LANE MILES				5.45			17.42	15.70	1.72