

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 20, 2018 AGENDA**

Subject:	Type:	Submitted By:
DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT - 84 TH STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

The Nebraska Department of Transportation (NDOT) has requested that the City renew its agreement for 2019 whereby the City will perform all surface maintenance on the four lane miles of 84th Street from Harrison Street to Giles Road.

FISCAL IMPACT

The State reimbursement to the City is \$2,100 per lane mile for 2019. The revenue is reflected in the FY 19 General Fund Budget.

RECOMMENDATION

Approval

BACKGROUND

The original agreement between the City and NDOT was adopted in April 1990, and it has been subsequently renewed each year. Updates were made to the agreement in 2001 and 2006. The reimbursement amount was increased in 2008. The reimbursement amount is being increased for 2019 to its current level. No changes to the agreement are being proposed for 2019.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AGREEMENT #121 WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE SURFACE MAINTENANCE OF HIGHWAY N-85 (84TH STREET).

WHEREAS, the Nebraska Department of Transportation is proposing to renew an agreement whereby the City of La Vista would assume maintenance responsibilities for that portion of Highway N-85 (84th Street) which lies within the City of La Vista's corporate boundaries; and

WHEREAS, it is the determination of the City Council of the City of La Vista that it is in the best interest of our citizenry and the traveling public to assume official maintenance responsibilities.

NOW, THEREFORE BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Transportation for maintenance of that portion of Highway N-85 (84th Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2019 to December 31, 2019.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buehe, CMC
City Clerk

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 121

Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of La Vista
Municipal Extensions in La Vista

We hereby agree that Maintenance Agreement No. 5 described above be renewed for
the period January 1, 2019 to December 31, 2019.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2016 with 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 _____, 201_.

ATTEST: City of La Vista

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 201_.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

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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 st Class Cities	2 nd 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 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd 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: La Vista

Date: 1/1/19

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 4.00 lane miles. Pursuant to Sections 1a, 8a, 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:

4.00 lane miles x \$2,100.00 per lane mile = \$8,400.00.

☐ 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*)

In reference to section (4) of this agreement; The State will assist the City when requested by the City in the location of State owned facilities occupying adjacent to and on the right-of-way.

**Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105**

[illegible]