

RESOLUTION NO. 22-107

*WHEREAS*, Annually the City of Alliance enters into an Agreement with the State of Nebraska Department of Transportation (Roads) defining the maintenance responsibilities of the City and the Department of Transportation for State highways within the city limits; and

*WHEREAS*, The Agreement provides for the division of duties for maintenance and upkeep, and provides for a lane mile reimbursement from the State for certain duties performed by the City, and establishes the number of lane miles eligible for such reimbursement; and

*WHEREAS*, City staff has examined the Agreement, known as Maintenance Agreement No. 3, which was originally entered into with the Nebraska Department of Roads in January of 1990, and was updated in March, 2017; and

*WHEREAS*, City staff has verified that there exists 11.42 lane miles in the City of Alliance that are eligible for reimbursement at the rate of \$2,100 per lane mile by the State of Nebraska. The City is required to reimburse the State for 6.14 lane miles at \$665.00. Therefore, the reimbursement from the State of Nebraska to the City of Alliance will be Nineteen Thousand Eight Hundred Ninety-eight and 90/100ths Dollars (\$19,898.90).

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, that the Agreement with the effective date of January 1, 2023, is hereby approved for the calendar year 2023.

*BE IT FURTHER RESOLVED*, that the Mayor is authorized to execute the Agreement for the calendar year 2023, for and on behalf of the City of Alliance.

PASSED AND APPROVED this 20<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Mike Dafney, Mayor

(SEAL)

Attest: \_\_\_\_\_  
Tarah S. Johnson, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Simmons Olsen Law Office, Legal Counsel



# AGREEMENT RENEWAL

Maintenance Agreement No. 3  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Alliance  
Municipal Extensions in Alliance

We hereby agree that Maintenance Agreement No. 3 described above be renewed for  
the period January 1, 2023 to December 31, 2023.

All figures, terms and exhibits to remain in effect as per the original agreement dated 1/1/2022,  
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 \_\_\_\_\_, 2022.

ATTEST: City of       Alliance      

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

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

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST: State of Nebraska

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

# NEBRASKA

Good Life. Great Journey.

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 & Village
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City & Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City & 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 & Village
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



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Alliance

Date: 1/1/22

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 17.56 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:

$$11.42 \text{ lane miles} \times \$2,100.00 \text{ per lane mile} = \$23,982.00.$$

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 \$665.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$6.14 \text{ lane miles} \times \$665.00 \text{ per lane mile} = \$4,083.10$$

Other (*Explain*)

NDOT owes the City \$23,982.00 for maintenance on highways within the City Limits. This does not include maintenance money for any of Hwy 385.

The City of Alliance owes NDOT for snow removal on the segments of Hwy 385 that are within the City limits. That comes to \$4083.10 that the City owes the state.

$$\$23,982.00 - \$4,083.10 = \$19,898.90 \text{ Due the City}$$

Attachment "C"

CITY OF ALLIANCE

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
HWY 385 ENTER SOUTH CITY LIMITS TO JCT 2/385	385	108.40	109.00	.60	80'	4	2.40	2.40	
HWY 385 JCT 2/385 TO NORTH OF 10 <sup>TH</sup> ST.	385	109.00	109.50	.50	40'	2	1.00	1.00	
HWY 385, S. OF NANCE RD. TO MADISON RD.	385	110.33	111.70	1.37	40'	2	2.74	2.74	
JCT 2/385 TO JCT 2/87	2	85.30	87.36	2.06	70'	4	8.24	8.24	
JCT 2/87 TO WEST SIDE OF VIADUCT	2	87.36	87.45	.09	40'	2	.18	.18	
SE SIDE OF VIADUCT TO EAST CITY LIMITS - CR 58	2	87.82	88.52	.70	40'	2	1.40	1.40	
FROM JCT 2 & 87 TO NORTH CITY LIMITS	87	0.00	.80	.80	30'- 40'	2	1.60	1.60	
<b>TOTAL LANE MILES</b>				<b>6.12</b>			<b>17.56</b>	<b>17.56</b>	

**THE CITY IS RESPONSIBLE FOR SNOW REMOVAL ON ALL AREAS LISTED ABOVE  
BY STATUTES 39-1302 and 39-1339**