

RESOLUTION NO. 23-10

*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*, The City certifies all terms of the Agreement, known as Maintenance Agreement No. 3, have been met and allows for payment from the Nebraska Department of Transportation.

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the City of Alliance, Nebraska, all terms of Maintenance Agreement No. 3 have been met for calendar year 2022.

*BE IT FURTHER RESOLVED*, that the Mayor is authorized to execute the Certificate of Compliance for year 2022.

PASSED AND APPROVED this 7<sup>th</sup> day of February, 2023.

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

(SEAL)

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

Approved as to Form and Legality:

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

# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 3 QE 2232 Supp 0  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Alliance  
Municipal Extensions in Alliance

We hereby certify that all roadway snow removal and surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Doug Hoevet, Department of Transportation, Gering, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
*City Clerk*

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

I hereby certify that all roadway snow removal and surface maintenance was performed as per the above listed agreement and payment for the same should be made.

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

## For Office Use Only

Agreement No.: \_\_\_\_\_  
Pay/Bill Code: \_\_\_\_\_  
Contractor No.: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

# NEBRASKA

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 lane miles x \$2,100.00 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 lane miles x \$665.00 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.

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

## CITY OF ALLIANCE

STATE OF NEBRASKA  
DEPARTMENT OF ROADSRESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONSNEB. 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**