

Public Works Committee Meeting
Tuesday, November 1, 2016 6:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. **Open Meeting**

The City has posted a copy of the Open Meetings Act, Laws of the State of Nebraska, in the back of the council chambers. Additional copies are available to read, if anyone wishes one during this meeting, please advise. As each agenda item is considered, if there are any questions concerning the agenda item please advise. The Committee may consider items listed on the agenda in random order. The City has assisted listening devices available, if needed please advise. This meeting was posted in three public places to-wit:

City Hall - 1st Floor
Post Office - Lobby
City Bank and Trust - Front Entry

2. **Roll Call**

Attendance of Committee members will be recorded to determine the presence of a quorum for official actions.

3. **Special Order of Business**

The Committee may take action to hear testimony in favor of or in opposition to, discuss/limit discussion and take action to approve or disapprove a recommendation to the City Council on any matter presented under this title.

3.A. Sokol Alley

The Public Works Committee has reviewed a request to close part of the alley in Block One (1)

3.B. 9th Street and Kingwood Avenue Pedestrian Crossing

The Public Works Committee has reviewed a quote for pedestrian crossing signals at 9th Street and Kingwood Avenue

3.C. NeHHS Drinking Water Division

Discuss proposal to move Drinking Water Program to DEQ

3.D. NDOR Maintenance Agreement

Review annual maintenance agreement

3.E. Main Avenue Building Assessment

Review the building assessment for Main Avenue 12th to 13th Street

3.F. Uncollected Utility Bills

Discuss utility bill collections

4. **Officers' Reports**

Reports may be given by Department Heads, other Committees and Council members concerning current operations of the City. Questions may be asked and answered. No action can be taken by the Committee on matters presented under this title except to answer any question posed and to refer the matter for further action.

5. **Adjournment**

The City Council Committee will review the above matters and take such actions as they deem appropriate. The Committee may enter into closed session to discuss any matter on this agenda when it is determined by the Committee that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such and individual has not requested a public meeting, or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the

record the limitation of the subject matter of the closed session. The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

Public Works Committee Meeting
November 01, 2016 6:00 PM
City Hall
Council Chambers
243 East 13th Street

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Jerry Wilcox

From: Tom Ourada
Sent: Tuesday, September 27, 2016 3:24 PM
To: Jerry Wilcox
Subject: FW: Propose closing alley behind/North of the Sokol Hall to through traffic to prevent further damage to buildings.

Follow Up Flag: Follow up
Flag Status: Flagged

Tom Ourada | City Administrator
City of Crete | 243 East 13th Street
Crete, NE | 68333
☎ 402 826-4312 | 📠 402 826-4334
✉ tourada@crete-ne.gov | www.Crete-ne.com

From: Cerny,Bruce,Crete,Operations [mailto:Bruce.Cerny@purina.nestle.com]
Sent: Tuesday, September 27, 2016 12:34 PM
To: Tom Ourada
Cc: TReeves@ameritas.com; Jennifer Lampila; Matt Meyers; Milo
Subject: Propose closing alley behind/North of the Sokol Hall to through traffic to prevent further damage to buildings.

Hi Tom, as per our phone conversation I'm emailing the information that we spoke about concerning our desire to have the alley behind the Sokol Hall closed to prevent further damage to our building. The Hall has been struck two years ago, and we were fortunate that the truck wasn't a couple inches further to the South as it would have been devastating to the building. The back of the building has been struck several times before as evidence of scarred brick and a damaged downspout point out. Not once has the driver of the vehicles that have struck the hall made an attempt to notify us of the damage that they had done, it was only by chance that we were able to catch the last truck to hit the building. I understand that our neighbors to the North will be adding several meters and since the owner of the Isis Theatre also owns the empty lot between the two buildings, that puts several more meters in the alley that will also be exposed to traffic. I don't see a way to protect the buildings other than to prevent traffic from driving through the alley from the West. We would ask that a post or two be used to prevent vehicles from driving in from the West. Perhaps they could be removable so that the City could have access should they need to do electrical work or something of that nature.

Thank you for your time and we appreciate your consideration,

Bruce S. Cerny
Trade Relations Representative
Nestle Purina
Phone 402-826-8929
Fax 402-826-8795

ATTENTION – For Safety Reasons

All Drivers Must Wear Safety Vests While On Nestle Purina Property

No Repairs or Maintenance May Be Performed On Nestle Purina Property

Tom Ourada

From: Zoraida Ramos
Sent: Thursday, September 29, 2016 2:42 PM
To: Tom Ourada
Subject: call from Jonathan Lopez

Jonathan Lopez with Cristina's Restaurant said it agreed by everyone – Sokol Hall, Theatre and Cecilio Lopez, to close the alley behind 145 W. 13th. He said you may call him at the restaurant if you have questions regarding this issue - 402.826.4533.

Zoraida Ramos

Bookkeeper

City of Crete Public Works

402-826-4312 ext. 6401

Untitled Map

Write a description for your map.

Legend

33

259

136

69

113

186

129



Rectangular Rapid Flash Beacon: RRFB-XL2

Extra-large beacons provide greater visibility, ideal for high-speed and multi-lane pedestrian & school crossings

- Driver yielding rates of 80-90%
- Large LEDs exceed FHWA standards
- Completely modular
- Various mounting options

RRFBs have produced 80% to 90% driver compliance in yielding to pedestrians at high-risk uncontrolled crossings. This is the highest yielding rate of all devices not featuring a red display, and up to 4 times greater than standard round beacons. RRFBs cost less than other devices with similar vehicular yield rates.

RRFB options include:

- Advance RRFB wirelessly linked to Crossing RRFB
- Self-powered remote bollard-mounted pushbutton
- Passively activated systems



Applications

- High-speed and multi-lane crossings
- School crossings
- Pedestrian crossings
- Roundabout crossings

Benefits

- Larger LED arrays provide increased visibility
- Significantly higher driver awareness and compliance

Options

- Passive detection (see below)
- Stand-alone, self-powered remote bollard available



Visit **Traffic and Parking** on YouTube for videos on these products and more.

Front view



Top view



Side view



Standard specifications (subject to change without notice)

Extra Large Rectangular Rapid Flash Beacon RRFB-XL

MUTCD Approval	Interim FHWA Approval Memorandum (1A-11)
Housing	Powder coated aluminum
LED modules: 7" x 3"	2 arrays of 8 amber LEDs, SAE J595 certified
Pedestrian LED module : 1/2" x 1 3/4"	Side-mounted, flash concurrent with Vehicle LEDs
Flash pattern	MUTCD specified 2-4...1
Mounting hardware	

Solar-assisted Battery-powered System

Housing	3R aluminum cabinet with #2 Corbin lock (fiberglass available)
Solar panel: 55 watt	25 1/4"H x 25 3/4"W x 1 1/2"D. Adjustable 40° to 60°. Articulating mount rotates and pivots. Conforms to IP-67 (larger packages for high use in colder climates)
Mounting	Aluminum mounting bracket (fits 4"– 4 1/2" O.D. pole)
Battery (one per assembly)	12V, 48AH sealed gel battery requires no periodic watering. Sealed construction eliminates corrosive acid fumes and spills.
Battery lifespan	Up to 4 years
Control Circuit	IP-67 NEMA rated enclosure: dust proof and waterproof (up to 30 minutes in 3 feet of water)

BlinkerBeam™ Wireless Communication System

Frequency	900 MHz FHSS
Range	For system separation over 900', a site survey is recommended
Connectivity	Crosswalk and optional Advance LEDs flash concurrently
BlinkerSync™ Wireless Synchronized Activation	Individual units in one system flash in synchronized patterns (avoids light noise of system operation). Ideal for multiple assemblies flashing in the same direction.
Push-button activation*	ADA pushbutton, typical (<120 millisecond)

*Optional remote, stand-alone pushbutton available (includes self-contained, replaceable battery with typical two-year life)

Programming

Windows TAPCO configuration software

Optional web-based cellular communication for monitoring and control available

Optional time clock system available for school zone signs

Warranty

3 year standard warranty

Optional BlinkerBeam® Wireless Communication



Push buttons can activate BlinkerBeam® solar/battery-powered transceiver radios. These compact controllers activate one or more BlinkerSign® LED Signs, BlinkerBeacon® LED Beacons, RRFB and other ITS devices wirelessly within a 1000 ft. range, up to one mile with an external antenna.

Other activation options:



Optional Time Clock Systems

This hardware controller is integrated into TAPCO BlinkerSign® LED signs and stores the schedule uploaded from the included Scheduling Software. In turn, the controller activates the BlinkerSign® according to the stored schedule.



Optional Push Button Activation

Activated with less than 2 lbs. of force. Provides two-tone audible confirmation as well as visual confirmation. Meets ADA, MUTCD and TAC requirements, and housing meets NEMA specifications. Remote mounting available. Audible navigation units are available.



Optional XAV2-LED Push Button Station

The full featured model provides an instructional sign, a push button with directional arrow for activating the flashing lights, a group of 3 LEDs in the sign, a locate tone (optional), and a voice message. The volume of the locate tone and message is automatically adjusted up and down in relation to ambient sounds via a built-in microphone.



Optional Pedestrian Presence Detector

Active infrared and microwave technologies work together to provide precise presence and accuratemotion detection. Mountable between 8' and 16'. Impervious to light, sun, rain and snow. Housing is rated NEMA-4.



Optional Wireless Bollard Activation

Pedestrians and bicyclists can passively trigger flashing BlinkerSign® LED signs, RRFB, BlinkerBeacon™ LED Beacons, in-pavement LEDs and other ITS devices. Actuators are housed in anodized aluminum cabinets that can be secured to concrete or asphalt. Battery operated: no grid wiring required.



1-800-236-0112 • www.tapconet.com • blinkersales@tapconet.com





SALES QUOTE

Customer Copy

Number	ETO16-04342
Date	10/11/2016
Page	1

5100 West Brown Deer Road • Brown Deer, WI 53223
 Phone (800) 236-0112 • tapconet.com • Fax (800) 444-0331

Sell To Cust. C50742	City of Crete Tom Ourada 243 East 13th Street CRETE, NE 68333 USA	Ship To Cust.	City of Crete Tom Ourada 243 East 13th Street CRETE, NE 68333 USA		
Customer PO #	Expires	Slsp	Terms	Freight	Ship Via
	11/10/2016	Ryan Kempf	Net 30 DAYS	QUOTED	BEST RATE

Item	Description	Quantity	UM	Price	Extension
RRFBXL2-NA1	RRFB XL2 Light Bar, One Ped Indicator Banding Mount w Snap Locks, for 2.375+ Inch OD	4	EA	375.00	\$1,500.00
RRFB-1DERABWNNAA 101620	RRFB Controller Kit, 55W/48Ah, 4.5" OD Round, Wireless, No Modem Push Button Bulldog Add-On Option Kit Yellow, With LED	2	EA	1,470.00	\$2,940.00
373-05073	S1-1,30"x30" DG3 FYG,School Crossing (Symbol) Fed Spec Sign	2	KT	150.00	\$300.00
373-01757	W16-7PR,24"x12" DG3 FYG,Down Diagonal Right Arrow (Fed Spec) Sign	4	EA	65.00	\$260.00
373-01759	W16-7PL,24"x12" DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign	2	EA	25.00	\$50.00
107265	Sign Mounting Kit, Banded, Flared Leg, Standard For Mounting B2B Static Signs to a Large Pole	4	EA	30.00	\$120.00
101919	Pole Package, 13', 4.5" OD, 42" J-Bolts Includes: Pole, Base,J-Bolts & Sign Brackets Furnish only quote. Installation is not included.	2	EA	450.00	\$900.00

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$6,120.00	\$300.00	\$0.00	\$6,420.00

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>



October 5, 2016

The Honorable Governor Ricketts
State Capitol Room 1023
1445 K Street
Lincoln, NE 68509

Dear Governor Ricketts,

The Nebraska Rural Water Association and its 476 community members along with the Department of Health and Human Services Drinking Water Division have had an ongoing partnership to provide safe and affordable drinking water to Nebraskans. The main goal of both of our organizations is to protect public health.

The best way to accomplish this is to continue to be proactive in assisting communities before problems occur and providing training and technical assistance if required, when deficiencies are noted or regulations have changed.

NeRWA and HHS' continuing goal is to prevent the type of things from occurring in Nebraska that has happened in Flint, Michigan, and several other communities. These states have experienced consolidated programs and demonstrated how easily things can become a major compliance issue especially when combined state agencies compete internally for staff and resources.

Nebraska has an excellent reputation and representation with Region 7 EPA and on many occasions represented the small water systems in regards to the impact the rule making process has on our communities.

The Nebraska Rural Water Association and its 476 community members are both concerned and opposed to moving the Drinking Water Program under the direction of the DEQ.

We understand and appreciate the importance of streamlining and reducing the size of government but feel very strongly that it should not be done at the risk of public health. Clean, safe, affordable drinking water is one of the main economic development tools many of our smaller communities possess.

We would welcome the opportunity to discuss this further.

Respectfully,

Tom Goulette
President, NeRWA

Cc: NeRWA Community Members

BOARD OF DIRECTORS

Tom Goulette, West Point-President & National Director
Dennis Hoback, Cass County RWD#1

Greg Bouc, Valparaiso-Vice President
Tom Grovijohn, Village of Dodge

Larry Wennekamp, Schuyler-Secretary/Treasurer
George Wagner, Village of Hooper

RED ALERT

RECEIVED

OCT 24 2016

CITY CLERK'S OFFICE

October 20, 2016

Do you want the Nebraska Drinking Water Program to be administered by the Department of Health & Human Services or the Department of Environmental Quality?????

The Department of Environmental Quality is again proposing a bill to transfer the Drinking Water Program to DEQ, but there are no assurances that existing staff or policies will be retained.

We need calls and letters to senators' offices telling them what we think about moving the Drinking Water Program from Health to DEQ. We need to remind them the issue is PUBLIC HEALTH, and we believe the PUBLIC should have some say in the matter!

LET YOUR SENATOR KNOW YOUR FEELINGS ABOUT THIS RIGHT AWAY. Attached is a letter Nebraska Rural Water Association sent to Governor Ricketts. You could also send Governor Ricketts your thoughts about this proposed bill.

The Nebraska Rural Water Association



Pete Ricketts
Governor

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Moe Jamshidi, P.E., Acting Director – State Engineer

October 17, 2016

RECEIVED
OCT 19 2016
CITY CLERK'S OFFICE

City of Crete
PO Box 86
Crete, NE 68333-0086

Dear City Clerk:

Please execute the enclosed City Maintenance Agreement and return all original forms to our office by December 1, 2016.

When we have all signatures required, an original of the fully signed City Maintenance Agreement will be returned to you.

Please return the signed forms to the address below:

Nebraska Dept. of Roads
Attn: Roger Kalkwarf
302 Superior Street
Lincoln, NE 68521

If you have any questions, please call Roger Kalkwarf at (402) 471-0850, Ext. 1041.

Sincerely,

Roger R. Kalkwarf
Dist. Oper & Maint. Mgr.
District 1 Operations

Enclosures

RRK:lkp

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of Crete
Municipal Extensions in Crete



THIS AGREEMENT, made and entered into by and between Crete hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2017.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain

Maintenance Agreement Between
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and the Municipality of Crete
Municipal Extensions in Crete

the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

Maintenance Agreement Between
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Municipal Extensions in Crete

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of Crete
Municipal Extensions in Crete

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Attachment "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Attachment "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this

Maintenance Agreement Between
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and the Municipality of Crete
Municipal Extensions in Crete

paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of Crete
Municipal Extensions in Crete

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2017 , except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 20__.

ATTEST:

CITY OF Crete

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 20__.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

District Engineer

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 <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 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



Good Life. Great Journey.

DEPARTMENT OF ROADS

City Maintenance Agreement

Attachment B

City of: Crete

Date: 10/1/16

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.26 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 \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 8.26 lane miles x \$1,575.00 per lane mile = \$13,009.50.

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*)

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEBRASKA REVISED STATUTE 39-1339
AND NEBRASKA REVISED STATUE 39-2105**

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
West City Limits to Pine Ave	33	9.47	10.8	1.33	2	2.66	2.66	0
Pine Ave to East City Limits	33	10.8	13.29	2.49	3	7.47	4.98	2.49
South City Limits to Beginning of One-Way Cutoff	103	42.39	42.62	0.23	2	0.46	0.46	0
One-Way Cutoff to N-33 Jct	103	42.62	42.7	0.08	3	0.24	0.16	0.08
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				4.13		10.83	8.26	2.57