

MUNICIPALITY MAINTENANCE AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF ALBION
RECTANGULAR RAPID FLASHING BEACON INSTALLATION
INTERSECTION OF N-91 AND 10TH STREET

THIS AGREEMENT is between the City of Albion, a municipal corporation of the State of Nebraska (“Municipality”), and the State of Nebraska, Department of Transportation (“State”), collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, Municipality has proposed to install a Rectangular Rapid Flashing Beacon (RRFB) system on N-91 at the intersection of 10th Street (RP 125.19), shown on Exhibit “A”, attached and incorporated herein by this reference; and

WHEREAS, State is provided with total jurisdiction in matters involving the installation, operation, and maintenance of traffic control devices on State Highway extensions through such corporate areas as provided by Neb. Rev. Stat. § 60-6, 120; and

WHEREAS, State agrees to allow Municipality to install, operate, and maintain the RRFB system on N-91 based on the conditions set out in this Agreement; and

WHEREAS, the City Council has authorized the Mayor to execute this Agreement, as evidenced by the Resolution of City Council dated the ____ day of _____, 2026, attached as Exhibit “B”, and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 *Effective Date*** – This Agreement will be effective immediately on the date it is fully executed by the Parties.
- 1.2 *Renewal, Extension, or Amendment*** – This Agreement may be renewed, extended, or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** – For convenience, the identifying date of this Agreement will be the date State signed the Agreement.
- 1.4 *Duration*** – The Agreement is completed when State provides written acceptance of the Project. After completion of the Project, this Agreement will remain in full force and

effect regarding State's and Municipality's future responsibilities described herein, such as maintenance cost for the continued operation of the RRFB system.

- 1.5 Termination** – State reserves the right to terminate this Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE PROJECT

- 2.1** Municipality has proposed to install an RRFB system on N-91 at the intersection of 10th Street (RP 125.19).

SECTION 3. STATE'S RESPONSIBILITIES

State agrees:

- 3.1** To provide an Approved Products List of RRFB systems that conform to the State standards and specifications, as shown Exhibit "C", attached and incorporated herein by this reference.
- 3.2** To set the RRFB operation flashing rate and sequence as defined by the Federal Highway Administration in Chapter 4L of the Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition. State agrees to determine the duration of the RRFB operation following each actuation based on the procedures provided in Section 4I.06 of the MUTCD 11th Edition for the timing of pedestrian clearance times for pedestrian signals.

SECTION 4. MUNICIPALITY'S RESPONSIBILITIES

Municipality agrees:

- 4.1** To provide all necessary signs associated with the proposed installation at no cost to State.
- 4.2** To furnish and install, or cause to be furnished and installed, all materials and miscellaneous items required to complete the subject RRFB system installation at no cost to State.
- 4.3** To maintain the crosswalk markings in good condition at no cost to State.
- 4.4** To operate, maintain, and keep in good repair the entire RRFB system. All repair or replacement parts used in the maintenance of the RRFB system shall comply with State specifications and standards.
- 4.5** To remove the RRFB system if conditions change and it is no longer considered warranted by the State. If removed, the ownership of the RRFB system shall be retained by Municipality.

SECTION 5. TERMINATION

- 5.1** State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such suspension or termination.

SECTION 6. SEVERABILITY

6.1 The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 7. COMPLETENESS

7.1 This Agreement, and any supplements hereto, constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this ____ day of _____, 2026.

WITNESS:

CITY OF ALBION

City Clerk

Mayor

EXECUTED by State this ____ day of _____, 2026.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Matthew A Neemann, P.E.

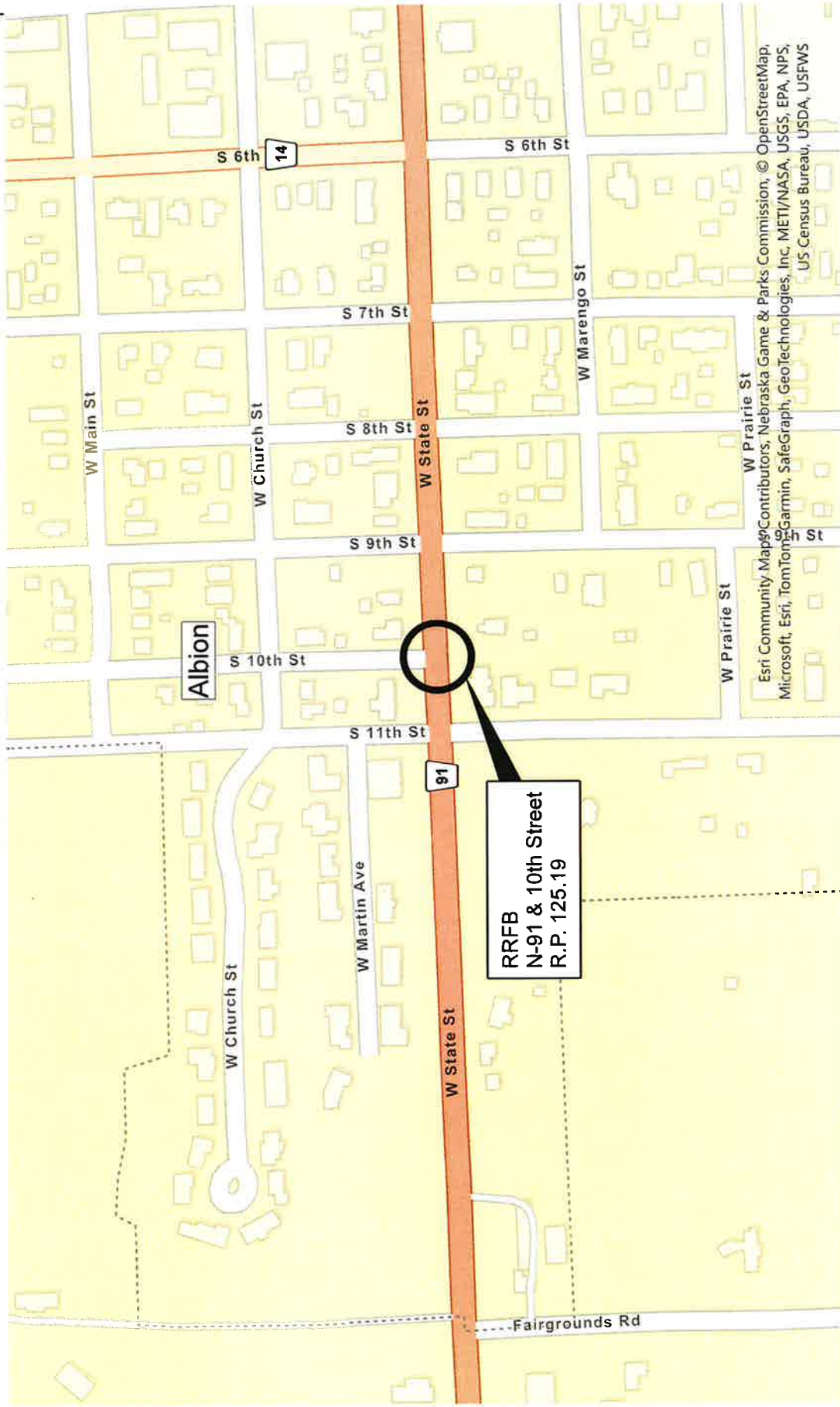
Traffic Engineer

RECOMMENDED:
Kevin Domogalla, P.E.

District 3 Engineer

Date

**ALBION
BOONE COUNTY
NEBRASKA**



RRFB
N-91 & 10th Street
R.P. 125.19

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EXHIBIT A

Rectangular Rapid Flashing Beacon (RRFB)

Updated 1/9/2026

PRODUCT	MANUFACTURER
R920 Series RRFB SC315 Series RRFB	Carmanah Technologies Corp.
ECO-RRFB	K&K System, Inc.
RRFB AB-9200 Series RRFB AB-9400 Series	JSF Technologies
Rectangular Rapid Flashing Beacon	RTC Manufacturing, Inc.