

November 15, 2024

City of Albion
Andrew Devine
City Clerk
420 W. Market Street
Albion, NE 68620-1299

Dear Andrew,

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2025, and runs thru December 31, 2025. The rates for 2025 will remain the same as 2024. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 15, 2024** for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2026 – 2029.

| | 2025 | 2026 | 2027 | 2028 | 2029 |
|---------------------|-------------|-------------|-------------|-------------|-------------|
| System Preservation | \$ 2,030.00 | \$ 2,090.00 | \$ 2,160.00 | \$ 2,220.00 | \$ 2,290.00 |

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2024, thru December 31, 2024.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 10, 2025**.

Sincerely,

Heidi Brenneman
Administrative Assistant
Enclosures



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

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) | 1st Class Cities | 2nd 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 Innes. | 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) | 1st Class Cities > 40,000 | 1st Class Cities < 40,000 | 2nd 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: Albion

Date: 1/1/25

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 1.13 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:
 1.13 lane miles x \$2,030.00 per lane mile = \$2,293.90.

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 TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

| DESCRIPTION | HWY. NO. | REF. POST | | LENGTH IN MILES | NUMBER DRIVING LANES | LANE MILES TOTAL | RESPONSIBILITY | |
|-----------------------------------|-------------|-----------|--------|-----------------------|----------------------------|------------------------|----------------|------|
| | | FROM | TO | | | | STATE | CITY |
| S.E. City Limits to Jct. 91 | 14 | 122.08 | 122.24 | 0.16 | 2 | 0.30 | 0.30 | 0.00 |
| W. Jct. 91 to N.W. City Limits | 14 | 122.36 | 123.49 | 1.13 | 3 | 3.39 | 2.26 | 1.13 |
| W. City Limits to W. Jct. 14 | 91 | 125.00 | 125.38 | 0.38 | 2 | 0.76 | 0.76 | 0.00 |
| E. Jct. 14 to E. City Limits | 91 | 125.77 | 125.95 | 0.18 | 2 | 0.36 | 0.36 | 0.00 |
| Total Lane Miles | | | | 1.85 | | 4.81 | 3.68 | 1.13 |



AGREEMENT RENEWAL

Maintenance Agreement No. 84
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Albion
Municipal Extensions in Albion

We hereby agree that Maintenance Agreement No. 84 described above be renewed for
the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 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 _____, 20_____.

ATTEST: City of Albion

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 20_____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. _____ QE _____ Supp _____
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Albion
Municipal Extensions in Albion

We hereby certify that all roadway 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 Kevin Domogalla, Department of Transportation, Norfolk, Nebraska.

ATTEST: _____ day of _____, 2025.

City Clerk

Mayor/Designee

I hereby certify that all roadway 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: \$ _____