

**CITY OF PAPIILLION
MAYOR AND CITY COUNCIL REPORT
JANUARY 19, 2021 AGENDA**

| Subject: | Type: | Submitted By: |
|--|-------------------------------|---|
| Approve Resolution No. R21-0009 City of Papillion & City of La Vista Shared Maintenance for Giles Road Memorandum of Understanding (MOU) | Resolution <i>R21-0009</i> | Jeffrey L. Thompson Public Works Director/City Engineer |

SYNOPSIS:

A resolution has been prepared authorizing the Mayor to execute an updated Memorandum of Understanding with the City of La Vista concerning the operation and maintenance responsibilities for Giles Road from the East Right-of-Way line of 66th Street to the West Right-of-Way line of Portal Road serving properties within both the city of Papillion and the city of LaVista. This update is required due to the recent relinquishment of N-85 (84th Street) to the Cities by the Nebraska Department of Transportation. The proposed Memorandum of Understanding is attached.

FISCAL IMPACT:

No new financial obligations will result from this Memorandum of Understanding. The Public Works Department of each City will continue to be responsible to maintain the portions and elements of Giles Road that lie within their respective jurisdictions. Work exchanges may take place when it is logical and cost effective do so.

RECOMMENDATION:

Approval.

BACKGROUND:

The City of Papillion and the City of La Vista have portions of Giles Road between 66th Street and Portal Road that lie within their respective city limits. Maintenance duties have been shared. As personnel have retired or taken new positions, there has become a need to have the verbal agreements documented to facilitate succession of operations and minimize any confusion. This Memorandum of Understanding has been developed jointly by personnel from each Public Works Department. This MOU runs for a period of one (1) year, and will renew January 1 of each year unless mutually agreed otherwise by the two Cities.

ATTACHMENTS:

- | | |
|--------------------------------|---------|
| 1. Resolution No. R21-0009 | 1 Page |
| 2. Memorandum of Understanding | 4 Pages |

RESOLUTION NO. R21-0009

BE IT RESOLVED that the Mayor and City Council of the City of Papillion do hereby approve the Memorandum of Shared Maintenance Responsibilities for Giles Road between the City of Papillion and the City of La Vista contingent upon approval of both City Councils and full execution of the agreement.

PASSED AND APPROVED THIS __ DAY OF _____, 2021.

CITY OF PAPIILLION

David P. Black, Mayor

ATTEST:

Nicole Brown
City Clerk

(SEAL)

MEMORANDUM OF SHARED MAINTENANCE RESPONSIBILITIES FOR
GILES ROAD
BETWEEN CITY OF LA VISTA & CITY OF PAPILLION
IN SARPY COUNTY, NEBRASKA
East ROW 66th Street to West ROW Line of Portal Road
January 2021

DEFINITIONS:

A. Surface Maintenance:

1. Patching, sealing, and minor repairs of the traveled way.
2. It will also include minor shoulder repair such as repair of wheel ruts and minor erosion.

B. Mowing:

1. Done to the mowing standard of the jurisdiction performing the work including trash pickup.
2. Includes mowing and or cleaning and removal of vegetative growth from the median surfacing cracks and joints.

C. Graffiti Removal:

1. Removing or covering graffiti on the right of way and on structures within the right of way.
2. Usually involves covering paint markings on concrete structures, headwalls, retaining walls, and abutments with a mixture of Portland cement concrete and water.
3. Metallic appurtenances may have to be painted or a graffiti removal product may be used.
4. EACH JURISDICTION MAINTAINS ITS OWN.

D. Pavement Markings:

1. Painting centerlines, edge lines, turn bays, stop lines, etc. per the "Manual on Uniform Traffic Control Devices", latest edition.
2. Pavement striping on Giles Road shall be done as determined by the jurisdiction doing the painting. Some items that do not logically stop at jurisdiction boundaries, such as crosswalks, shall be coordinated to do all at the same time or by one agency as a work trading effort.

E. Traffic Signage:

1. Warning and regulatory signs for mainline Giles Road only, per the "Manual on Uniform Traffic Control Devices", latest edition.
2. Includes all inspection, replacement, cleaning and other normal sign maintenance and replacement.
3. EACH JURISDICTION MAINTAINS ITS OWN. From 69th Street to 96th Street, Papillion maintains all signs controlling eastbound traffic and La Vista maintains all signs controlling westbound traffic.

F. Intersecting Street Signs:

1. Warning and regulatory signs for public streets intersecting with Giles.
2. EACH JURISDICTION MAINTAINS ITS OWN

G. Traffic Signals:

1. Any power-operated traffic control device, other than a barricade warning light or steady burning electric lamp, by which traffic is warned or directed to take some specific action.
2. All routine and preventive maintenance on all traffic signals (Except Highway intersections) shall be the responsibility as shown in Table "B". This will include locating underground cables unless specifically delegated to another agency.
3. Costs for this maintenance shall be shared among the appropriate jurisdictions. The amount shall be \$660.00, annually, per location. This is to be divided among the proper jurisdictions at each location.

H. Ditching:

1. Cleaning and reshaping ditches.
2. EACH JURISDICTION MAINTAINS ITS OWN.

I. Storm Sewer and Culverts:

1. Routine, inspection, cleaning, and maintenance of inlets, ditches, culverts, storm sewer pipes, and junction structures is the responsibility of each jurisdiction.
2. Repair, removal and replacement is the responsibility of each jurisdiction.
3. Each jurisdiction shall investigate and enforce against illicit discharges into storm sewer systems in their respective areas. Each agency shall notify the upstream and/or downstream agency (as applicable) of storm sewer discharge complaints, violations, investigations and enforcement actions.

J. Snow Removal:

1. Routine removal/plowing of snow as well as sanding and salting of the traveled way in accordance with established policies and procedures of each jurisdiction standards.
2. Between 69th Street and 96th Street Papillion is responsible for eastbound snow removal and La Vista is responsible for westbound snow removal. East of 69th Street and west of 96th Street, La Vista is responsible for eastbound and westbound snow removal. However, each agency may plow in either direction based on convenience of operations and without making any cost claims for doing so.

K. Sidewalks:

- 1 EACH JURISDICTION MAINTAINS ITS OWN.

L. Street Lighting:

MOU of Giles Road Shared Maintenance Responsibilities

1 EACH JURISDICTION MAINTAINS ITS OWN.

M. Bridge Responsibility: Not applicable.

Special Notes:

- This MOU shall be reviewed for needed updates in November 2021.
- Signal costs in the main agreement refer to utility costs. The current price is \$660 per signal per year. The lead agency will bill for maintenance at the beginning of each calendar year.

TABLE "A"
GILES ROAD MAINTENANCE
INFORMAL AGREEMENT

| GILES ROAD FROM | JURISDICTION | RESPONSIBILITY |
|---|---|---------------------------|
| East ROW 66 th Street to CL 69 th Street | La Vista (until Papillion annexes Stockman's Hollow) | 100% |
| East ROW 69 th Street to East ROW 96 th | La Vista Papillion | 50/50 split at CL |
| East ROW 96 th Street to West ROW line of 107 th Street | La Vista | 100% |
| West ROW line 107 th to West line of Portal Road | La Vista Papillion | 100% Sidewalk on south |

TABLE "B"
SIGNAL MAINTENANCE LIST

| JURISDICTION | RESPONSIBILITY |
|------------------------------|--|
| Rogers (ped crossing lights) | Lead agency La Vista. Power, maintenance, & bulb replacement-split with Papillion |
| Edgewood Blvd | Lead agency La Vista. Power, maintenance, & bulb replacement-split with Papillion |
| South 85th Street | Lead agency La Vista. Power, maintenance, & bulb replacement-split with Papillion |
| South 72nd Street | Lead agency Papillion. Power, maintenance, & bulb replacement-split with La Vista |
| South 96th Street | power, maintenance, and bulb replacement; all La Vista |
| South 108th Street | power, maintenance, and bulb replacement; all La Vista |
| South 84th Street | Lead agency La Vista. Power, maintenance and bulb replacement split with Papillion. ASCT operations cost to the City of Omaha are per the current Memorandum of Understanding (MOU), Design, Operations, and Maintenance of the Adaptive Signal Control System (ACST), From 84 th Street and West Center Road (Omaha) to Washington Street and Lincoln Street (Papillion) |

MODIFICATION:

It is mutually understood and agreed by and between the parties:

- This MOU may not be assigned by either of the parties hereto to any other entity without the specific written permission of all parties to this Agreement.
- This MOU may be partially or completely terminated or modified only by mutual agreement of the parties.

EFFECTIVE DATE & SIGNATURE:

This MOU shall be effective upon the signature of Papillion and La Vista officials. It shall be in force from January 1, 2021 to January 1, 2022 and shall renew automatically each year thereafter unless terminated or modified as specified herein. Papillion and La Vista indicate agreement with this MOU by the signatures of their Mayors.

Executed by the City of Papillion this ___ day of _____, 2021

ATTEST: CITY OF PAPIILLION, a Nebraska municipal corporation

City Clerk

By _____
David P. Black, Mayor

Executed by the City of La Vista this ___ day of _____, 2021

ATTEST: CITY OF LA VISTA, a Nebraska municipal corporation

City Clerk

By _____
Douglas Kindig, Mayor