

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

Subject:	Type:	Submitted By:
MEMORANDUM OF UNDERSTANDING (UPDATE) — SHARED MAINTENANCE GILES ROAD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to approve an updated Memorandum of Understanding with the City of Papillion 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 La Vista and the City of Papillion.

FISCAL IMPACT

The FY21/22 Biennial Budget provides funding for Street Maintenance

RECOMMENDATION

Approval.

BACKGROUND

The Memorandum describes certain maintenance responsibilities for the Giles Road corridor generally from the intersection of 66th Street to the intersection of Portal Road, with the last update of the Memorandum having been executed in January of 2019. This update is to account for the relinquishment of N85 (*84th Street in La Vista, Washington Street in Papillion*) within the City of Papillion effective January 4, 2021. The Memorandum amends the responsibilities for the 84th Street and Giles Road traffic signal as to assign La Vista as the lead agency, and to split the electricity, maintenance and bulb replacement costs at 50% to La Vista and 50% to Papillion.

It is anticipated that the City of Papillion will be considering a similar resolution at their January 19, 2021 City Council Meeting.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN UPDATED MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PAPILLION FOR SHARED 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.

WHEREAS, the City desires to update a Memorandum of Understanding with the City of Papillion for shared 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; and

WHEREAS, the Memorandum of Understanding identifies the maintenance roles and responsibilities of the parties as they relate to Giles Road from the east right of way line of 66th Street to the west right of way line of Portal Road; and

WHEREAS, the update is to account for the relinquishment of N85 within the cities of La Vista and Papillion and the additional responsibilities of the 84th Street and Giles Road traffic signal; and

WHEREAS, the Memorandum of Understanding runs for a period of one (1) year which will renew January 1st of each year unless mutually agreed otherwise by the two Cities;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize execution of an updated Memorandum of Understanding with the City of Papillion for shared maintenance responsibilities for portions of Giles Road from the east right of way line of 66th Street to the west right of way line of Portal Road.

PASSED AND APPROVED THIS 19TH DAY OF JANUARY 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**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 PAPILLION, 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