

RESOLUTION NO. 2022 – 23

WHEREAS: The City of Lexington desires to enter into an Agreement with the State of Nebraska Department of Transportation, to proceed with Auto Haus Second Addition, Cutler Drive Access to US-283.

NOW BE IT RESOLVED by the City of Lexington that the Agreement for the above-described Project, attached hereto, is hereby approved, and that the City Manager is hereby directed and authorized to sign said Agreement on behalf of the City of Lexington.

PASSED AND APPROVED this 11th day of October, 2022.

City of Lexington

John Fagot, Mayor

Pamela Baruth, City Clerk

EXHIBIT B

AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF LEXINGTON
AUTO HAUS SECOND ADDITION
CUTLER DRIVE ACCESS TO US-283

THIS AGREEMENT, is made and entered into by and between the City of Lexington (“City”), and the State of Nebraska, Department of Transportation (“State”), and collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, City has plans for a new development at the location shown on Exhibit “A”, attached, and

WHEREAS, City has plans to construct a new access to US-283 identified as Cutler Drive as shown on Exhibit “A”, and

WHEREAS, City requested a right-of-way permit to enter State right of way to construct identified access, and

WHEREAS, State has provided City a right-of-way permit for the Cutler Drive access conditioned upon the following:

- City will construct a connection between Cutler Drive and Cattlemen Drive as shown on Exhibit “A”, at City’s sole expense
- If the northbound to westbound traffic volumes at the intersection of Cattlemen Drive increase significantly such that queues backup past the existing left-turn lane, City will produce design plans and construct an appropriately longer turn lane at City’s sole expense, 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 _____, 20____, attached as Exhibit “B”, and incorporated herein by this reference.

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

SECTION 1: City has plans to construct a new development at the location shown on Exhibit "A", attached and incorporated herein by this reference. The improvements include a new access to US-283 identified as Cutler Drive which will be a right-in right-out access only.

SECTION 2: State has provided City a right-of-way permit for the Cutler Drive access conditioned upon the following:

- City will construct a connection between Cutler Drive and Cattlemen Drive as shown on Exhibit "A", at City's sole expense.
- At the intersection of US-283 and Cattlemen Drive the existing northbound to westbound left-turn lane is approximately 200 feet in total length including taper, deceleration, and storage. No improvements at this location will be required on opening day of the development, but State will monitor this location as the commercial lots develop to the west of the highway to determine if future improvements are warranted at this intersection. As part of the determination, State will conduct traffic counts at this intersection periodically at no cost to City. If the northbound to westbound traffic volumes at this intersection increase significantly, such that queues backup past the existing left-turn lane, City will produce design plans and construct an appropriately longer turn lane at City's sole expense.
- City will work with the NDOT to determine if any signal timing improvements or additional equipment is required to accommodate protected left-turn phasing as part of any future improvements.

SECTION 3: The Parties will operate in good faith to agree to terms and conditions of the US-283 and Cattlemen Drive project when the State notifies City of needed improvements described above.

SECTION 4: In the event provisions of this Agreement conflict with provisions of the State's permit to occupy the State's right-of-way, the provisions of this Agreement shall govern.

SECTION 5: This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

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

EXECUTED by **City** this _____ day of _____, 2022.

ATTEST:

CITY OF LEXINGTON

Signature

Signature

EXECUTED by **State** this _____ day of _____, 2022.

STATE OF NEBRASKA DEPARTMENT OF
TRANSPORTATION
Mick Syslo, P. E.

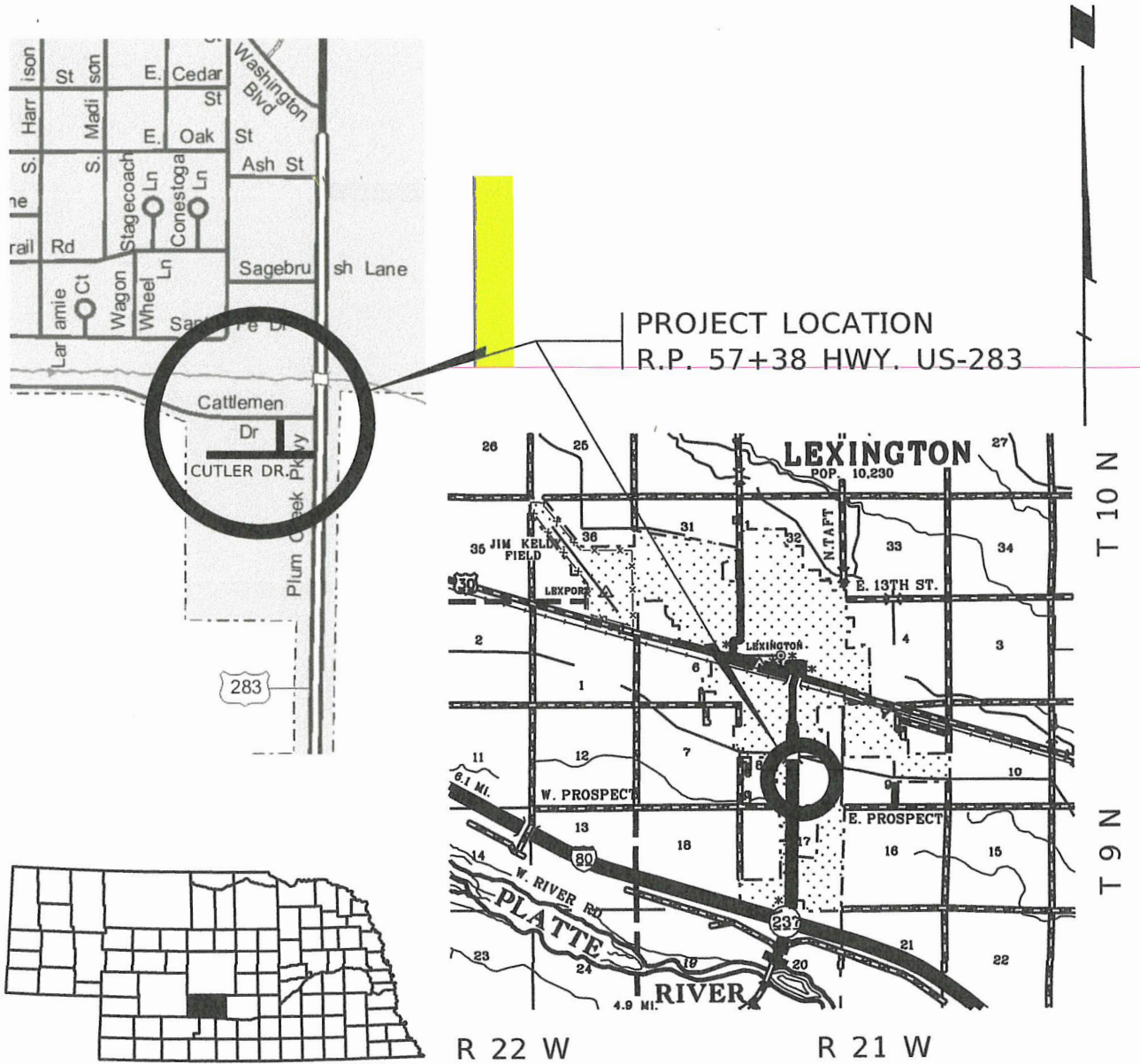
Roadway Design Engineer

RECOMMENDED:
Gary Thayer, P.E.

District 6 Engineer Date

HIGHWAY 283 - AUTO HAUS SECOND ADDITION

CITY OF LEXINGTON
Dawson County, Nebraska



LEXINGTON, NE
AUTO HAUS SECOND ADDITION

EXHIBIT "A"