City of Hiawatha!
Public Works

Memo

To: Mayor, Kim, City Council

From: Rod Jasa, John Bender

Date: January 10, 2020

Re: Traffic signal maintenance 28-E with the City of Cedar Rapids

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We are requesting that Hiawatha enter into a 28-E agreement with the City of Cedar Rapids for traffic signal maintenance and repair of the traffic signals in Hiawatha. We currently have a 28-E with them for the signals along Blairs Ferry Rd that we share. We are adding the signalized intersections in Hiawatha to this agreement and updating it. There is a map in Exhibit A in the Agreement that shows where the intersections are.

In the past we've never really had a maintenance agreement for our traffic signals. We had an agreement with the City of Marion for emergency repairs but not for routine maintenance. We changed the air filters in the control boxes ourselves yearly and would change the bulbs as needed. Hopefully scheduled maintenance will help prevent future problems with traffic flows.

As these traffic signal systems become more advanced, they require skilled training in order to operate and maintain. We could get our staff trained on maintenance and operational procedures. The concern with this is we have so few traffic signals that it would be challenging to remember what to do and when to do it if issues come up. Cedar Rapids has several full-time employees on staff that maintain their traffic signal system. Cedar Rapids also has the monitoring equipment for the cameras and controllers of the signal systems. Once we have our fiber ring complete and the signals connected to it, they would be able to monitor our system and make changes from their office as needed. Cedar Rapids stocks many spare parts for these systems so emergency repairs to our system would occur fairly quickly. Any future traffic signal hardware that we install will match what we currently have at our intersections making them easier to monitor.

It is somewhat hard to figure the cost of this maintenance agreement since we have never done it before. We are budgeting $30,000 out of Road Use Fund for this.

We recommend that the City of Hiawatha enter into this 28-E Agreement with the City of Cedar Rapids for traffic signal maintenance.

Submitted by:

Rod Jasa and John Bender

DRAFT

RESOLUTION NO. 20-
City Council

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF HIAWATHA AND THE CITY OF CEDAR RAPIDS FOR THE TRAFFIC SIGNAL MAINTENANCE AND INSTALLATION OF CONTROL EQUIPMENT AT VARIOUS INTERSECTIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIAWATHA, IOWA, that the Mayor and City Clerk are hereby authorized to sign a 28E Agreement between the City of Hiawatha and the City of Cedar Rapids and file said 28E Agreement with the Secretary of State for the following purpose and under the following terms:

Traffic Signal Maintenance and Installation of Control Equipment at six (6) intersections:

- Boyson Road at I-380 SB;
- Boyson Road at I-380 NB;
- Boyson Road at N. Center Point Road;
- Boyson Road at Robins Road;
- Center Point Road at Emmons Street;
- Center Point Road at Willman Street

As terms outlined in the attached Exhibit 'A,'

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 15th day of January, 2020.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kari Graber, City Clerk

Exhibit A

CHAPTER 28E AGREEMENT BETWEEN THE CITY OF CEDAR RAPIDS, IOWA, AND CITY OF HIAWATHA, IOWA

Pursuant to Chapter 28E of the Code of Iowa, this Agreement is made on the date below indicated between the City of Cedar Rapids, Iowa (hereinafter referred to as "Cedar Rapids") and the City of Hiawatha, Iowa (hereinafter referred to as "Hiawatha"). Both Parties may be referred to individually as "Party" and jointly as "Parties".

1. PURPOSE – Hiawatha has a need for maintenance of traffic signals and control equipment located at various intersections with shared boundaries from both Hiawatha and Cedar Rapids in addition to signals entirely within the City of Hiawatha (map of locations and percent share for Hiawatha attached in Exhibit A). Cedar Rapids has a Traffic Engineering Division of the Public Works Department responsible for maintenance and repair of traffic signal equipment in Cedar Rapids. Hiawatha does not have personnel with the skills, training, or equipment to provide maintenance and repairs of traffic signal equipment.

2. DURATION – This agreement shall be in effect from the date of approval by the Cedar Rapids City Council and the Hiawatha City Council and shall remain in effect until 90 days following a written request for termination by either party.

3. ADMINISTRATION – No separate legal or administrative entity is created by this agreement. The Hiawatha City Engineer and the Cedar Rapids City Traffic Engineer shall jointly administer this agreement.

4. SERVICES TO BE PROVIDED – Cedar Rapids shall provide the following services to Hiawatha:

   a. Routine maintenance of all traffic signal equipment. Such maintenance shall consist of replacement of light emitting diodes and bulbs, cleaning of filters and similar items, testing of circuits and general clean-up of controllers and fixtures. Cedar Rapids shall provide all materials and supplies for such maintenance. Such maintenance shall be performed one time per year, or as agreed upon by both parties.

   b. Emergency repair of traffic signal equipment, upon notification by Hiawatha, shall follow procedures as determined by the Cedar Rapids City Traffic Engineer. Cedar Rapids shall respond as soon as practicable upon notification of an emergency.

   c. In the event a repair or maintenance item involves procedures or equipment beyond the ability or resources of Cedar Rapids, Hiawatha will be promptly notified.

   d. With written approval from Hiawatha, Cedar Rapids will collect periodic traffic counts on a schedule consistent with the Cedar Rapids' signal optimization program in order to maintain efficient signal timing for signals along a corridor as well as uncoordinated signals.

   e. With written approval from Hiawatha, signals will be optimized with a coordinated signal plan if located along a corridor of signals that benefit from coordinated signal timing per Cedar Rapids' signal optimization program schedule. Uncoordinated signals will be periodically updated to maximize efficient flow of traffic through the intersection based on updated traffic counts. This will also be completed based on Cedar Rapids' signal optimization program schedule.

   f. Cedar Rapids will keep and maintain adequate records concerning time, labor, equipment, vehicles mileage, and materials involved in such repair or maintenance. These records shall be made available to Hiawatha upon request.

5. CONSTRUCTION OF INSTALLATIONS

   a. New traffic signals for Hiawatha shall be designed in accordance with the Cedar Rapids Supplemental SUDAS Specifications for Traffic Signals – CR-8010 Traffic Signals.

   b. With written approval from Hiawatha, new traffic signals shall be constructed in accordance with the plans and specifications reviewed by the Cedar Rapids City Traffic Engineer or designee.

   c. Cedar Rapids will provide traffic signal design review services to Hiawatha at 30% design, 60% design and 90% design plan stages.

   d. Cedar Rapids will review material submittals and the traffic signal installations.

6. PAYMENTS – Hiawatha will pay Cedar Rapids within thirty (30) days of receipt of an invoice. Fees for services provided under this agreement shall be on a "time and materials" basis. The following fee schedule shall apply for the services provided under this agreement.

   a. Labor rates shall be per Cedar Rapids' labor agreement with Local 620, AFSCME and Cedar Rapids non-bargaining unit salary plan plus benefits. Hiawatha may request then-current labor rates from Cedar Rapids at any time.

   b. Overtime incurred will be reimbursed at the rate of 1.5 times normal rate (1 ½ time). Overtime is constituted as any time worked outside bargaining employees normal shifts of 7:00 AM to 3:30 PM.

   c. Equipment rates are to be billed out per Traffic Engineering Division Equipment Rate model. Hiawatha may request then-current equipment rates at any time.

   d. Miscellaneous Materials, Supplies – Costs for minor materials and supplies will be billed out to Hiawatha as costs are incurred.

   e. Prior to any Major Materials and Supplies purchase by Cedar Rapids for Hiawatha:

      i. Cedar Rapids shall provide Hiawatha with projected costs and fees

      ii. Hiawatha shall approve in writing all major material and supplies orders prior to purchase by Cedar Rapids.

   f. Major Materials and Supplies will be invoiced at cost – Per purchase invoice

   g. Percentage of costs billed to Hiawatha for each traffic signal are identified on Exhibit A.

   h. Costs for labor, minor materials, and equipment shall be invoiced by Cedar Rapids annually.

7. INDEPENDENT STATUS – This agreement between Cedar Rapids and Hiawatha shall not create a joint venture, nor shall any of the employees or agents of either party be employees or agents of the other party.

8. HOLD HARMLESS – Cedar Rapids and Hiawatha agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or personas arising out of any acts or omission by Cedar Rapids or Hiawatha, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

9. TERMINATION OF AGREEMENT – This agreement may be terminated at any time by the giving of ninety (90) days written notice to the other party of intention to terminate this agreement. Upon termination, any payment due under this agreement shall be paid within thirty (30) days of termination.

10. AGREEMENT EXECUTION - This agreement as hereby entered in to by both parties is executed in two copies, either or which constitutes the original.

For the City of Cedar Rapids, Iowa dated this _____ day of January, 2020.

For the City of Hiawatha, Iowa dated this _____ day of January, 2020.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CITY OF CEDAR RAPIDS, IOWA

_____

By: Jeffrey A. Pomeranz, City Manager Date

ATTEST

_____

Amy Stevenson, City Clerk Date

_____

Randy Hartman, City Contracts Manager Date

CITY OF HIAWATHA, IOWA

_____

William Bennett, Mayor Date

ATTEST

_____

Kari Graber, City Clerk Date

EXHIBIT A

Signal Operations Shared with Hiawatha

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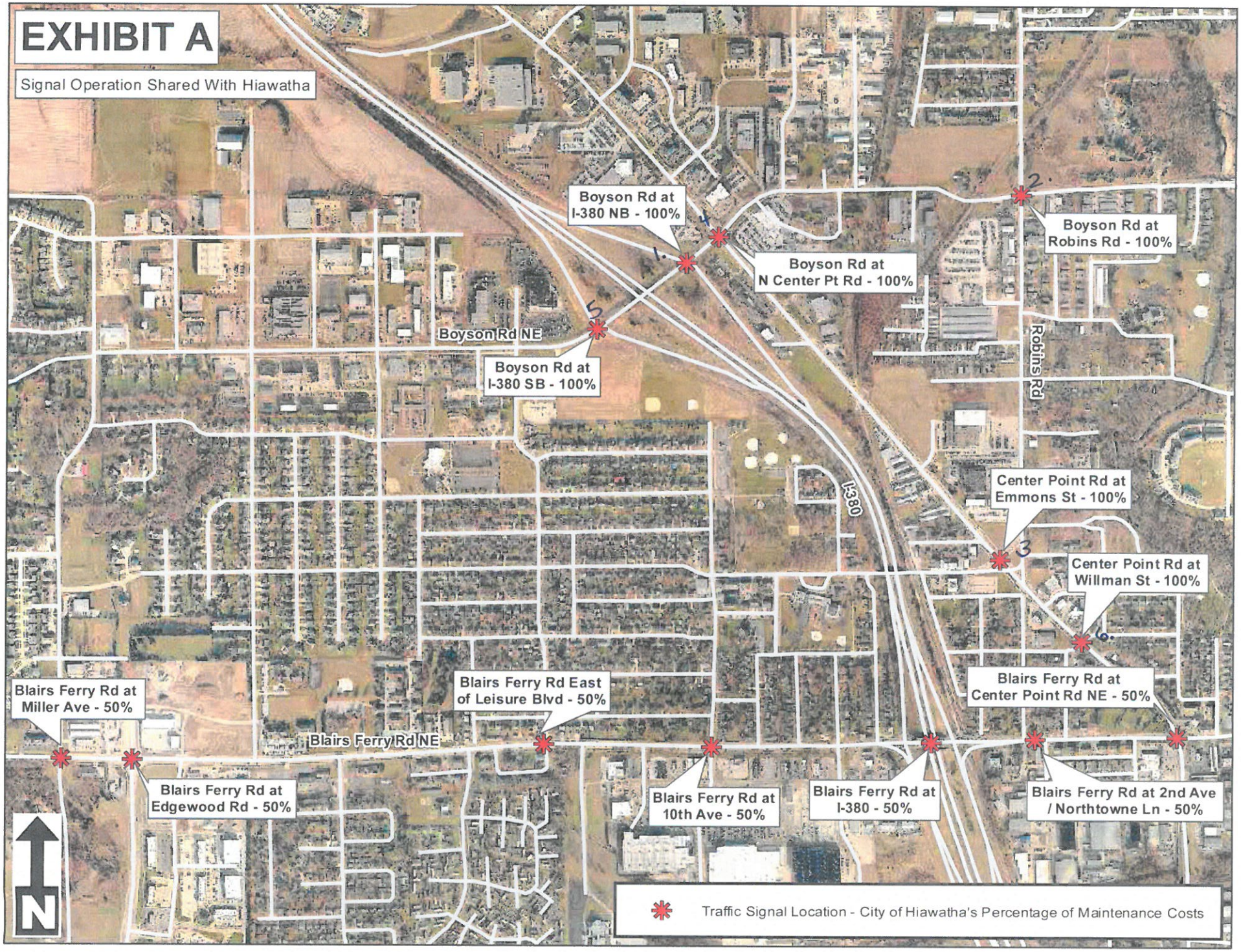
EXHIBIT A
Signal Operation Shared With Hiawatha
Boyson Rd at I-380 NB - 100%
Boyson Rd at N Center Pt Rd - 100%
Boyson Rd at Robins Rd - 100%
Boyson Rd NE
Boyson Rd at I-380 SB - 100%
Robins Rd
I-380
Center Point Rd at Emmons St - 100%
Center Point Rd at Willman St - 100%
Blairs Ferry Rd at Miller Ave - 50%
Blairs Ferry Rd East of Leisure Blvd - 50%
Blairs Ferry Rd at Center Point Rd NE - 50%
Blairs Ferry Rd NE
Blairs Ferry Rd at Edgewood Rd - 50%
Blairs Ferry Rd at 10th Ave - 50%
Blairs Ferry Rd at I-380 - 50%
Blairs Ferry Rd at 2nd Ave / Northtowne Ln - 50%
N
Traffic Signal Location - City of Hiawatha's Percentage of Maintenance Costs