COUNCIL ACTION FORM

SUBJECT: **MEMORANDUM OF UNDERSTANDING FOR 190TH STREET AND HYDE/GRANT AVENUE TEMPORARY TRAFFIC SIGNAL**

BACKGROUND:

On August 10, 2021, City Council directed staff to install a temporary traffic signal at the intersection of 190th Street and Hyde/Grant Avenue. This intersection is at the north corporate limits of the City of Ames and is currently served by stop signs on the north and south approaches only. A traffic study is expected for this corridor in the next several years, which may result in a permanent change in the intersection control some time in the future.

At the same meeting, the City Council requested that Story County cover the costs for one-half of the temporary signal project. On August 17, the Story County Board of Supervisors considered the request and directed County staff to prepare a Memorandum of Understanding (MOU) with the City. After consultation between City and County staff, an MOU has been drafted, which was approved by the Story County Board of Supervisors on September 7.

The MOU provides for an equal share in the project's actual installation and rental costs. As a reminder these estimated costs are $38,200 (50% = $19,100) for the installation and $3,000/year for equipment rental (50% = $1,500). The City would assume any liability arising related to the operation of the signal, but would also retain exclusive control over the maintenance and operations of the signal.

The MOU's term is for six years with an annual option to terminate the agreement upon a 30-day written notice by either the City or County. There are a variety of occurrences that could allow the City to terminate the MOU and remove the signal (including replacement of the signal by a permanent improvement, equipment failure or other events that may render the signal inoperable or unsafe, in the City's opinion.

Once the MOU is approved by the City, staff will arrange for installation of the temporary signal. It is expected to take less than a week to install the signal itself. However, staff recommends that there be one week of public notification before putting the signal into operation. The public outreach will include message boards for east and westbound traffic along 190th Street and notices through the City's website and social media accounts.

ALTERNATIVES:

1. Approve the attached MOU with Story County regarding the costs, liability, and operations of a Temporary Traffic Signal at 190th Street and Hyde/Grant Avenue.

2. Direct staff to modify the MOU and return it to Story County for consideration.

3. Reject the MOU and maintain the current traffic control condition.

CITY MANAGER'S RECOMMENDED ACTION:

By approving this MOU, the City and the County will provide a temporary measure to manage better the significant increase of rural to urban traffic that has occurred in our area. It will provide the needed time for staff to study, design, and budget for a permanent improvement in the future.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

This Memorandum of Understanding (hereinafter "MOU") is entered into between City of Ames and Story County Iowa.

I.   **AGREEMENT FOR APPROVAL OF A TRAFFIC CONTROL DEVICE.** In recognition that a traffic control device may be necessary to facilitate traffic safety conditions on 190th and Grant Avenue, City of Ames and Story County agree to install and maintain a temporary traffic signal and associated appurtenances. This MOU establishes an agreement between City of Ames and Story County for a division of the installation costs and annual rental costs. In consideration, the following special responsibilities are assumed by the parties:

    a. **City of Ames Responsibilities.** City of Ames agrees to:
        i. Pay 50% of the actual cost for installation of the project (estimated to be $19,100);
        ii. Submit an invoice to Story County, in an amount not to exceed 50% of the cost for the project (estimated to be $19,100).
        iii. Pay 50% of the actual costs for rental of the temporary traffic signal (estimated to be $1,500 per year).
        iv. Submit an invoice to Story County, in an amount not to exceed 50% of the actual costs for the rental of the temporary traffic signal (estimated to be $1,500.00 per year).

    b. **Story County Responsibilities.** Story County agrees to:
        i. Pay 50% of the actual installation cost upon receipt of an invoice from City of Ames;
        ii. Pay 50% of the actual rental costs, every year this MOU is in effect, upon receipt of an invoice from City of Ames.

II.   **TERM.** This MOU shall remain in effect for an original term of six years and shall automatically renew in one-year increments thereafter, unless terminated as provided in this MOU.

III.   **TERMINATION AND AMENDMENT.** This MOU may be terminated upon any of the following (whichever occurs earlier):

    a. Either party may terminate this MOU at the conclusion of the original term or any renewal term by providing notice in writing to the other party no less than thirty (30) days prior to the conclusion of the current term; or
    b. This MOU shall terminate upon the commencement of construction of any project which requires the replacement or removal of temporary traffic signal contemplated by this MOU; or
    c. This MOU shall terminate if City of Ames removes the traffic control device due to equipment failure, damage sustained to the traffic control device due to human-caused or natural disaster, safety concerns, or if removal of the traffic

control device is warranted to maintain orderly flow of traffic. As the party responsible for maintenance and operation of the traffic control device, it shall be in City of Ames' sole discretion whether any of these conditions have been met.

The agreement is subject to revision due to legislation, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.

IV.   **INDEMNIFICATION.** City of Ames agrees to indemnify, defend, and hold Story County harmless from any action or liability arising out of the design, construction, maintenance, and placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of Story County's funding participation. This agreement to indemnify, defend, and hold harmless does not extend to any liability arising as a result of any failure of Story County to abide by the terms of this MOU.

V.   **MISCELLANEOUS.**

a. City of Ames understands that the traffic control device must comply with the requirements of the current Manual on Uniform Traffic Control Devices.
b. City of Ames assumes sole responsibility for the operation of the traffic control device. Story County waives all right to operate, modify, or manage the traffic control device, or to direct City of Ames to do the same.
c. City of Ames may, at its sole discretion, modify or remove the traffic control device for reasons of safety, orderly flow of traffic, or damage sustained to the traffic control device or its appurtenances.
d. City of Ames assumes all costs for electricity, maintenance, and replacement for the traffic control device; however, it is understood that nothing in this MOU obligates City of Ames to replace or maintain the traffic control device if City of Ames elects to remove the traffic control device for any reason contemplated by this MOU.

VI.   **NOTICES.** All notices related to this MOU shall be addressed as follows:
a. To: Story Co. Engineer:
    Attn: Darren Moon
    Story County Engineer's Office
    837 N Ave.
    Nevada, IA 50201

b. To City of Ames:
    Attn: John Joiner
    Public Works Department
    515 Clark Avenue

Ames, IA 50010

IN WITNESS WHEREOF, the parties have here unto set their hand, and the effective date of this agreement is the __day of _____2021.

STORY COUNTY BOARD OF SUPERVISORS   **CITY OF AMES**
900 6th Street
Nevada, IA 50201

By:_____   By: _____
 Chair, Story County Board of Supervisors   Mayor, City of Ames

Date: _____   Date: _____