



Roll Call Number

21-1337

Agenda Item Number

28

Date August 23, 2021

**APPROVING IDOT AGREEMENT FOR MAINTENANCE
OF PRIMARY ROADS IN MUNICIPALITIES FROM JULY 1, 2021
TO JUNE 30, 2026, APPROVING SUPPLEMENTAL AGREEMENT FOR MAINTENANCE
OF PRIMARY ROADS IN MUNICIPALITIES FROM JULY 1, 2021 TO JUNE 30, 2022
INCLUDING FOR EMERGENCY MAINTENANCE OF STATE OF IOWA OWNED
TRAFFIC SIGNALS AND RATIFYING AND CONFIRMING APPROVAL OF IDOT
AGREEMENT FOR MAINTENANCE OF PRIMARY ROADS IN MUNICIPALITIES
AND FOR EMERGENCY MAINTENANCE OF STATE OF IOWA TRAFFIC SIGNALS
FROM JULY 1, 2020 TO JUNE 30, 2021**

WHEREAS, the City of Des Moines maintains 75.231 miles of State-owned roadways in Des Moines under an Agreement with the Iowa Department of Transportation (IDOT) which is reviewed and updated annually; and

WHEREAS, IDOT proposes an Agreement in which the City agrees to provide certain maintenance of State primary roads within the City of Des Moines and Emergency Maintenance of State of Iowa Owned Traffic Signals for certain traffic signals; and

WHEREAS, the IDOT Agreement in which the City agreed to provide certain maintenance of State primary roads within the City of Des Moines and Emergency Maintenance of State of Iowa Owned Traffic Signals for certain traffic signals for the period July 1, 2020 to June 30, 2021 was executed by the Mayor but no roll call was found authorizing the agreement; and

WHEREAS, the City concurs with the terms and conditions of said Agreement for maintenance and repair of primary roads and emergency maintenance for traffic signals for the period July 1, 2021 through June 30, 2026, which have been submitted to the City by the IDOT.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines:

That the Agreement between the City of Des Moines and the Iowa Department of Transportation, for maintenance and repair of primary roads and emergency maintenance for traffic signals within the City of Des Moines for the period July 1, 2020 to June 30, 2021, with compensation to the City in the amount of \$174,688.50 for routine road maintenance and actual costs plus a 10% administrative fee for emergency traffic signal maintenance, be and is hereby ratified, confirmed and approved, and the Mayor's action in executing such Agreement on behalf of the City of Des Moines is ratified and confirmed.



Roll Call Number

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28

Date August 23, 2021

That the attached Agreement between the City of Des Moines and the Iowa Department of Transportation, for maintenance and repair of primary roads in municipalities for the period July 1, 2021 to June 30, 2026 and Supplemental Agreement for maintenance of primary roads in municipalities, including emergency maintenance for traffic signals within the City of Des Moines for the period July 1, 2021 to June 30, 2022, with compensation to the City in the amount of \$190,349.57 for routine road maintenance and actual costs plus a 10% administrative fee for emergency traffic signal maintenance, be and is hereby approved, and the Mayor is hereby authorized to execute such Agreements on behalf of the City of Des Moines. (Council Communication No. 21-358)

Moved by Gatto to adopt.

APPROVED AS TO FORM:

s/Kathleen Vanderpool

Kathleen Vanderpool
Deputy City Attorney

Table with 5 columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, and TOTAL (7 yeas).

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED
J. M. Frankha Cownie Mayor

P. Kay Cmelik City Clerk



June 8, 2022

Jonathan Gano
Public Works Director
216 SE 5th Street
Des Moines, IA 50309

Subject: Maintenance Agreements with City of Des Moines

Dear Jonathan,

Enclosed are the proposed 2021-2026 5-year Agreement for Maintenance and Repair of Primary Roads in Municipalities and the Fiscal Year 2022 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

These agreements will be in effort for the periods noted thereon.

The terms of the Supplemental Agreement are like last year, with the traffic volumes updated to 2019 counts, and the compensation rates raised to reflect current costs, an approximate 5% increase over the previous rates. The compensation is based on a weighted average of volume and segment length. No new maintenance activities have been added.

If you accept the proposed agreements, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-986-5471 or john.narigon@iowadot.us.

Sincerely,

John Narigon
District 1 South Area Engineer

Enclosure

cc: Allison Smyth, IA DOT, District 1
Bob Ellis, IA DOT, District 1
Cheryl Parrish, IA DOT, District 1
File



Iowa Department of Transportation

SUPPLEMENTAL AGREEMENT

For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Des Moines, Polk County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2021, and in effect from July 1, 2021, to June 30, 2026.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of see Exhibit A / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
see Exhibit A				\$190,349.57

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

Emergency traffic signal maintenance per Exhibit B

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

Actual costs + 10% Administrative Fee

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2021 to June 30, 2022 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Des Moines
MUNICIPALITY

By *T.M. Franklin*
 Print Name: T.M. Franklin Council Mayor

Date 8/23/21

IOWA DEPARTMENT OF TRANSPORTATION

BY *Tony Gustafson*
 Tony Gustafson, District 1 Engineer

Date 9-9-2021

SUPPLEMENTAL MAINTENANCE AGREEMENT -- EXHIBIT A
ROADWAY MAINTENANCE LANE MILEAGE COMPUTATIONS

Iowa 28							
Grand	I-235	0.718	1	0.718	27700	\$ 2,625.00	\$ 1,884.75
NB 2nd lane ctr Grand	I-235	0.718	1	0.718	27700	\$ 2,625.00	\$ 1,884.75
SB lanes Center St	corp line	0.25	2	0.5	27700	\$ 2,625.00	\$ 1,312.50
NB Lt turn Ashworth Rd		0.073	1	0.073	27700	\$ 2,625.00	\$ 191.63
NB Lt turn I-235		0.065	1	0.065	27700	\$ 2,625.00	\$ 170.63
SB Lt turn Grand		0.071	1	0.071	27700	\$ 2,625.00	\$ 186.38
I-235	University	0.506	1	0.506	22200	\$ 2,625.00	\$ 1,328.25
NB 2nd lane-I-235	University	0.506	1	0.506	22200	\$ 2,625.00	\$ 1,328.25
NB Lt turn University		0.08	1	0.08	22200	\$ 2,625.00	\$ 210.00
NB lane- University	Hickman	0.999	1	0.999	14100	\$ 2,415.00	\$ 2,412.59
NB 2nd lane-University	N of University	0.148	1	0.148	14100	\$ 2,415.00	\$ 357.42
NB Rt turn Hickman		0.052	1	0.052	14100	\$ 2,415.00	\$ 125.58
Douglas	Aurora	0.505	5	2.525	26000	\$ 2,625.00	\$ 6,628.13
NB Lt turn-Drive to Merle Hay		0.077	1	0.077	26000	\$ 2,625.00	\$ 202.13
SB Lt turn-Douglas Ave		0.084	1	0.084	26000	\$ 2,625.00	\$ 220.50
NB Lt turn Madison Ave		0.082	1	0.082	26000	\$ 2,625.00	\$ 215.25
SB Lt turn-Madison Ave		0.068	1	0.068	26000	\$ 2,625.00	\$ 178.50
SB Lt turn-Drive to US Bank		0.032	1	0.032	26000	\$ 2,625.00	\$ 84.00
SB Lt turn-Drive to Bankers		0.055	1	0.055	26000	\$ 2,625.00	\$ 144.38
NB Lt turn Drive to Hobby		0.064	1	0.064	26000	\$ 2,625.00	\$ 168.00
NB Lt turn -Drive to Burlington		0.045	1	0.045	26000	\$ 2,625.00	\$ 118.13
NB Lt turn to ctr of Aurora		0.053	1	0.053	26000	\$ 2,625.00	\$ 139.13
NB Rt turn to ctr of Aurora		0.108	1	0.108	26000	\$ 2,625.00	\$ 283.50
SB Lt turn-Drive to Broken		0.034	1	0.034	26000	\$ 2,625.00	\$ 89.25
						<i>Route Subtotal</i>	\$ 19,863.59
IA 163							
E 14th	I-235	0.768	4	3.072	10800	\$ 2,415.00	\$ 7,418.88
WB dual Lt E 14th		0.051	2	0.102	10800	\$ 2,415.00	\$ 246.33
EB Lt turn I-235		0.038	1	0.038	10800	\$ 2,415.00	\$ 91.77
I-235	21st Street	0.214	4	0.856	29200	\$ 2,625.00	\$ 2,247.00
21st Street	Hubbell	0.157	4	0.628	29200	\$ 2,625.00	\$ 1,648.50
3rd lane WB from Hubbell	I-235	0.348	1	0.348	29200	\$ 2,625.00	\$ 913.50
3rd lane EB from E 21st	I-235	0.232	1	0.232	29200	\$ 2,625.00	\$ 609.00
Hubbell	30th	1.043	4	4.172	27900	\$ 2,625.00	\$ 10,951.50
WB Lt turn-Hubbell		0.076	1	0.076	27900	\$ 2,625.00	\$ 199.50
WB Lt turn 22nd Ct		0.039	1	0.039	27900	\$ 2,625.00	\$ 102.38
EB Lt turn-E 23rd		0.065	1	0.065	27900	\$ 2,625.00	\$ 170.63
WB Lt turn-E 23rd		0.049	1	0.049	27900	\$ 2,625.00	\$ 128.63
WB Lt turn-E 24th		0.036	1	0.036	27900	\$ 2,625.00	\$ 94.50
EB Lt turn-E 25th		0.065	1	0.065	27900	\$ 2,625.00	\$ 170.63
WB Lt turn-E 25th		0.03	1	0.03	27900	\$ 2,625.00	\$ 78.75
EB Lt turn-E 25th Ct		0.059	1	0.059	27900	\$ 2,625.00	\$ 154.88
EB Lt turn-E 26th		0.068	1	0.068	27900	\$ 2,625.00	\$ 178.50
WB Lt turn-E 26th		0.05	1	0.05	27900	\$ 2,625.00	\$ 131.25
EB Lt turn-E 27th		0.066	1	0.066	27900	\$ 2,625.00	\$ 173.25
WB Lt turn-E 27th		0.05	1	0.05	27900	\$ 2,625.00	\$ 131.25
EB Lt turn-E 28th		0.07	1	0.07	27900	\$ 2,625.00	\$ 183.75
WB Lt turn-E 28th Ct		0.022	1	0.022	27900	\$ 2,625.00	\$ 57.75
EB Lt turn-E 29th		0.039	1	0.039	27900	\$ 2,625.00	\$ 102.38
EB Lt turn-Drive to Walgreens		0.053	1	0.053	27900	\$ 2,625.00	\$ 139.13
WB Lt turn-Drive to Valvoline		0.049	1	0.049	27900	\$ 2,625.00	\$ 128.63
EB Lt turn-E 30th		0.062	1	0.062	27900	\$ 2,625.00	\$ 162.75
EB Rt turn-E 30th		0.072	1	0.072	27900	\$ 2,625.00	\$ 189.00
30th	33rd	0.359	4	1.436	22400	\$ 2,625.00	\$ 3,769.50
WB Lt turn-E 30th		0.07	1	0.07	22400	\$ 2,625.00	\$ 183.75
EB Lt turn-E 32nd		0.074	1	0.074	22400	\$ 2,625.00	\$ 194.25
EB Lt turn-E 33rd		0.079	1	0.079	22400	\$ 2,625.00	\$ 207.38
33rd	Williams	0.939	4	3.756	21200	\$ 2,625.00	\$ 9,859.50
WB Lt turn-E 33rd		0.073	1	0.073	21200	\$ 2,625.00	\$ 191.63
EB Lt turn-Williams St		0.074	1	0.074	21200	\$ 2,625.00	\$ 194.25
Williams	East Corp Line	0.179	4	0.716	24000	\$ 2,625.00	\$ 1,879.50
WB Lt turn-Williams St		0.056	1	0.056	24000	\$ 2,625.00	\$ 147.00
						<i>Route Subtotal</i>	\$ 43,430.73
						Total	\$ 190,349.57

SUPPLEMENTAL MAINTENANCE AGREEMENT -- EXHIBIT B
EMERGENCY MAINTENANCE OF STATE OF IOWA OWNED TRAFFIC SIGNALS

Locations

The following eight locations are traffic signals owned and operated by the State of Iowa in the Des Moines Metropolitan Area:

- US 69/NE 14th Street and Broadway Ave
- US 69/NE 14th Street and I-35/80 South Ramp Terminal
- US 69/NE 14th Street and I-35/80 North Ramp Terminal
- Ia 415/2nd Avenue and NW 47th Place/NW 48th Place
- Ia 415/2nd Avenue and I-35/80 South Ramp Terminal
- Ia 415/2nd Avenue and I-35/80 North Ramp Terminal
- Ia 28/Merle Hay Road and I-35/80 South Ramp Terminal
- Ia 28/Merle Hay Road and I-35/80 North Ramp Terminal

In order to ensure the safe and efficient movement of traffic at these locations, it is necessary for the State to establish an agreement with the City of Des Moines to provide emergency maintenance at these locations.

Activities

Emergency maintenance includes service calls and repairs to the traffic signal to ensure proper operations of the traffic signal equipment. It does not include providing or reviewing signal timing plans; signal support inspections; or, preventative signal equipment maintenance.

Costs

The City of Des Moines may invoice the DOT periodically, or at a minimum once per year. The costs of labor, including maintenance and repair work, police traffic control, and third party on-call services where used, will be billed to the State of Iowa on an actual cost basis plus ten (10) percent for administration. The costs for materials will be billed to the State of Iowa on an actual cost basis plus fifty (50) percent for administration.

Procedures

Emergency maintenance procedures are required whenever a malfunction in signal operation occurs. Malfunctions can vary in severity and complexity and the time at which they occur. Some examples include burned out lamps, controller malfunctions, signal knockdowns, and/or power outages. The following sections will define how to approach emergency repairs.

Notification Procedure

To provide timely response to traffic signal malfunctions, utilize the following notification procedure.

1. On normal workdays (Monday through Friday, except holidays) between the hours of 8:00 AM and 5:00 PM, requests for emergency maintenance will be received by the City of Des Moines Traffic and Transportation Department. Telephone number 515-283-4973 may be used to reach appropriate personnel.

2. At all other times, requests for emergency maintenance will be received by the City of Des Moines Public Works Night Watch. Telephone number 515-283-4950 may be used to reach appropriate personnel.

Personnel

In order to respond to traffic signal malfunctions outside normal work hours, the City of Des Moines has established an on-call schedule for emergency maintenance for city owned traffic signals. Emergency maintenance for the DOT owned signals will be handled by the same personnel responsible for the city owned signals.

A minimum of two (2) hours will be charged for service calls outside of normal work hours.

Responding to Notifications

The type and severity of a traffic signal malfunction will determine the priority and timing of repairs. Severe malfunctions shall have corrective action commence immediately, no matter the time of day. A response time less than ninety minutes is required. Minor malfunction repairs can be scheduled no later than the following normal workday.

The following traffic signal malfunctions are considered severe:

1. Damaged or knocked down signal supports.
2. Rotated, damaged, or knocked down signal heads. A signal head misaligned greater than 30 degrees is to be considered severe.
3. Complete signal outage other than a widespread power outage.
4. Burnt out lamps which are the only indication controlling a movement.

Interim Traffic Control

Normal signal operations may not be possible during repair of the traffic signal. In such case, interim traffic control is necessary to provide for the safe and efficient movement of traffic until repairs are completed. Interim traffic control may be accomplished by using the following strategies singly or in combination.

1. Police Control – may be used until other emergency controls can be initiated, or in combination with other emergency controls. Police control may also be necessary if repairs require a traffic signal to be temporarily taken out of service.
2. Traffic Signal Control: Flashing Operation – flash mode is a default mode (or failsafe mode) in the advent of a traffic signal malfunction. Use flashing operation if power is available, but normal operation of the signal is impossible. At signal locations which do not provide flashing operation, portable STOP sign control may be utilized.
3. Portable STOP Sign Control – may be used as an emergency control for power outages and pole knockdowns.

At least one signal indication per approach is required to temporarily operate a traffic signal in either normal operation or in an interim condition. If this is not possible, utilize either police or portable STOP sign control.

Documentation

Record all emergency maintenance activities in a work order or maintenance log and provide a copy of the documentation to the DOT with the invoice.



Iowa Department of Transportation
Agreement for Maintenance and Repair of
Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Des Moines, Polk County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.

5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
 6. Clean, sweep and wash streets when considered necessary by the Municipality.
 7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.
- B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)
1. Maintain and repair highway facilities due to utility construction and maintenance.
 2. Removal of trees as necessary and the trimming of tree branches as necessary.
 3. Maintain sidewalks.
- C. City Streets Crossing Freeway Rights of Way (See I.D)
1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
 2. Mark traffic lanes on the cross street.
 3. Remove snow on the cross street, including bridges over the freeway.
 4. Clean and sweep bridge decks on streets crossing over freeway.
 5. Maintain all roadside areas outside the freeway fence.
 6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
 - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
 - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
 - D. To comply with the current Utility Accommodation Policy of the Department.
 - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026.

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Des Moines _____

MUNICIPALITY

By 

Date August 28, 2021

IOWA DEPARTMENT OF TRANSPORTATION

BY 

District Engineer

Date 9-9-2021