

Agenda Report

December 2, 2013 City Council Meeting

December 2, 2013

Item No. 11

ISSUE: Amending Traffic Preemption Agreement with General Traffic Controls Inc to include a 4th Intersection

BACKGROUND:

During the testing and repair of our traffic preemption system by the vendor, one of the intersections (7100 block of University/Hy-Vee Entrance) tested on June 3, 2013 has since failed and is in need of repair or replacement. The failure of the intersection occurred after the initial testing on June 3, 2013 (greater than 5 months ago). This was an unforeseen circumstance. There was no way for the Fire Department or the Department of Public Works to plan and budget for this new discovery. The additional cost can be absorbed in this fiscal year's operating budget and would require no further budget amendment. The departments are working hard to ensure that our traffic preemption system is in fully functional and reliable in order to mitigate risk to the public when our emergency vehicles respond to calls for service. Moving forward, we have the proper controls in place to monitor the system for functionality in a timely manner. Thank you for making this project a City priority.

RECOMMENDATION:

Staff recommends the City Council approve the resolution.

STAFF CONTACTS:

Jason VasAusdall, Public Works Director

Christopher Cross, Fire Chief

Jeffrey A. Fiegenschuh, City Administrator



November 11, 2013

City of Windsor Heights
1133 66th St
Windsor Heights, IA 50324

Dear Jason,

Attached is the revised Equipment Lease contract between the City of Windsor Heights and General Traffic Controls, Inc. As we discussed on the phone earlier, this was adjusted to add a 4th Emergency Preemption Phase Selector. When we started this process earlier this summer our technician was instructed to analyze the preemption equipment at 3 intersections. When he was installing the equipment last week he noticed a 4th intersection (which was not included in the original analysis) was malfunctioning.

After looking into the problem further it was discovered the phase selector in the cabinet was not working properly. This morning your technician, Kevin tried one of the new phase selectors in the 4th location. Once the new card was installed the Emergency Preemption worked properly. Therefore Kevin called to add a 4th phase selector to your order.

Please give us a call at the number listed below if you have any questions.

Thank you,


Amanda Brown

EQUIPMENT LEASE
Addendum #1

This Equipment Lease is made and entered into this 1st day of October, 2013, by and between General Traffic Controls, Inc. the lessor and referred to herein as General Traffic and the City of Windsor Heights, Iowa the lessee and referred to herein as Windsor Heights.

In consideration of the covenants set forth herein, the parties agree as follows:

SECTION ONE: LEASE. General Traffic hereby leases to Windsor Heights and Windsor Heights hereby leases from General Traffic 4 Emergency Preemption Phase Selectors and 2 Emergency Preempt Dual Horns.

SECTION TWO: TERM. The term of this lease shall be for a period of three (3) years beginning when the equipment is delivered and installed and ending three years later.

SECTION THREE: RENT. In consideration for the leasing of property, Windsor Heights agrees to pay to General Traffic as rent for the property, the total sum of \$19,275.00, payable in annual installments of \$6,425.00, with the first payment of \$6,425.00 due on delivery and installation of the equipment and the succeeding two annual payments of \$6,425.00 each due on the same date of each year thereafter. Any payment past due shall bear interest at the rate of 12% per annum. All payments shall be made at the principal place of General Traffic or at such other place as shall be designated by written notice from General Traffic to Windsor Heights.

SECTION FOUR: WARRANTY. General Traffic does hereby warrant the entire preemption equipment shall be free from defects and workmanship and material for one (1) year from the date of delivery and installation. Any parts found to be defective shall, upon concurrence of the defect by General Traffic, be replaced free of charge.

SECTION FIVE: MAINTENANCE AND REPAIR. Windsor Heights agrees to keep the equipment in good repair and operating condition, allowing for reasonable wear and tear. Windsor Heights agrees to pay all expenses of maintaining and repairing the equipment, and to furnish necessary routine maintenance to keep it in peak operating condition. Expenses of repair shall include labor, materials, parts and similar items.

SECTION SIX: OPTION. Windsor Heights, if not in default in any obligation, is hereby granted the option to purchase the items of equipment leased herein on the expiration of the rental term, provided that Windsor Heights gives notice to General Traffic of its intention to exercise the option at least ninety (90) days prior to the expiration of the rental term. Should Windsor Heights exercise this option, all sums paid as rent hereunder shall be applied to the purchase price without any further consideration and General Traffic will transfer title to the items and equipment to Windsor Heights. The purchase price shall be the total sum of rental payments required by "Section Three: Rent".

SECTION SEVEN: RISK OF LOSS. Windsor Heights hereby assumes all risks of loss of and damage to the equipment from any cause, and agrees to return it to General Traffic in as good condition as when received, normal wear and tear excepted. No loss of, or damage to the equipment, shall impair any obligation of Windsor Heights under this lease, and all such obligations shall continue in full force and effect until otherwise discharged.

SECTION EIGHT: LIABILITY. Liability for injury, disability, and death of workmen and other persons caused by the operation, handling, or transportation of the equipment during the rental period shall be assumed by Windsor Heights, and Windsor Heights shall indemnify General Traffic against all such liability.

SECTION NINE: TAXES AND FEES. Windsor Heights shall pay all taxes, assessments, license and registration fees on said equipment during the term of this lease.

SECTION TEN: DEFAULT. The following events shall constitute a default:

- A. The nonpayment of Windsor Heights for a period of 30 days of any sum required hereunder to be paid.
- B. The nonperformance of Windsor Heights of any other covenant or condition of this lease which is not cured within 30 days after notice thereof from General Traffic.

On occurrence of either of the events defined above, General Traffic may exercise all rights provided by law, including self-help repossession.

SECTION ELEVEN: ATTORNEY'S FEES. In the event that any action is filed in relation to this lease, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

SECTION TWELVE: NOTICES. Any notice to be given under this lease shall be mailed to the party to be notified at the address set forth herein, by registered or certified mail with postage prepaid, and shall be deemed given when so made.

IN WITNESS WHEREOF, the parties have executed this lease at Windsor Heights, Iowa the day and year first above written.

GENERAL TRAFFIC CONTROLS, Inc.

PO Box 1000
Spencer, Iowa 51301

BY: _____
President

ATTEST: _____

CITY OF WINDSOR HEIGHTS, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

THE CITY OF WINDSOR HEIGHTS, IOWA

RESOLUTION 13-1272

**APPROVING THE EXECUTION OF AN AMENDMENT TO THE ORIGINAL LEASE FOR
EMERGENCY PREEMPTION EQUIPMENT FOR THE FIRE DEPARTMENT**

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WINDSOR HEIGHTS, IOWA

WHEREAS, the City of Windsor Heights, Iowa strives to provide high-quality and well-built infrastructure to its residents and visitors; **AND**,

WHEREAS, the Fire Department has ongoing safety equipment needs; **AND**,

WHEREAS, the Fire Department is always looking for cost-effective ways to obtain safety equipment; **AND**,

WHEREAS, the items to be obtained by the Fire Department include Emergency Preemption Phase Selectors and Emergency Preempt Dual Horns; **AND**,

WHEREAS, there is \$6,425 budgeted in the Fire Department line item for these items and quotes were received, with the best and lowest cost options being selected; **AND**,

WHEREAS, the Fire Chief has determined that the preferred option is to lease the aforementioned equipment from General Traffic Controls, Inc. for a period of three years at a total cost of nineteen thousand two hundred seventy-five dollars (\$19,275.00); **AND**,

WHEREAS, the City wishes to keep the Fire Department outfitted with all necessary equipment to keep citizens safe; **AND**,

NOW THEREFORE BE IT RESOLVED by the City of Windsor Heights City Council in session this 2nd day of December 2013, that it hereby approves the Mayor to execute, upon review of and approval by the City Attorney, an amended lease agreement with General Traffic for the lease of the aforementioned equipment.

Diana Willits, Mayor Pro Tem

Attest:

Jeff Fiegenschuh
City Administrator