



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 10

Ordinance/Resolution# 13-097

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of January 7, 2013
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

LEGISLATIVE

ADMINISTRATIVE

TITLE: A RESOLUTION APPROVING A TRAFFIC SIGNAL MAINTENANCE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE TOWN OF MESILLA TO PROVIDE FOR THE MAINTENANCE OF TRAFFIC SIGNALS AT THE INTERSECTION OF STATE HIGHWAY 28 AND CALLE DEL NORTE.

PURPOSE(S) OF ACTION:

Approve agreement.

COUNCIL DISTRICT: N/A		
<u>Drafter/Staff Contact:</u> Willie Roman	<u>Department/Section:</u> Transportation / Street and Traffic Operations	<u>Phone:</u> 541-2595
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Town of Mesilla is responsible for a traffic signal that was installed by the New Mexico Department of Transportation at the intersection of State Highway 28 and Calle del Norte within the boundaries of the Town of Mesilla.

This agreement will formalize a prior informal understanding between the Town of Mesilla and City of Las Cruces for maintenance of said signal. Pursuant to the Traffic Signal Maintenance Agreement, attached hereto as Exhibit "A", the Town of Mesilla will reimburse the City for maintenance. The Town of Mesilla will also pay the bill for electrical power associated with the operation of the traffic signal at the aforementioned intersection. This agreement is for the maintenance of the traffic signal by City forces to include replacement material and power costs. The estimated annual maintenance costs will be in the range of \$1,000.00. Expenditures for estimated future maintenance costs will be allocated out of fiscal year 2013 budget.

The signal system was installed primarily to assist in relieving traffic congestion and to promote traffic safety. The Town of Mesilla does not have the staff expertise to maintain or repair the signal and therefore requests that the City enter into the attached maintenance agreement to facilitate the future upkeep of the signal system.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Traffic Signal Maintenance Agreement.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Estimated annual maintenance cost for the traffic signal will be in the range of \$1,000.00. Expenditures for estimated future maintenance costs will be allocated out of fiscal year 2013 budget.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Fund	10323050-730110	\$ 1,000.00	\$ 1,750.41	\$ 750.41	Signal systems operational expenditures

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this action approves the Resolution and authorizes the City of Las Cruces to take maintenance responsibilities of the signal system at the intersection of State Highway 28 and Calle del Norte, as specified in the Traffic Signal Maintenance Agreement, once accepted by both the Town of Mesilla and City entities.
2. Vote "No"; this action denies the Resolution and will not authorize the City of Las Cruces to take over maintenance responsibilities of the signal system, which will place maintenance responsibilities back upon the Town of Mesilla.

3. Vote to "Amend"; this action could approve the agreement with adjustments to conditions or changes as requested by City Council.
4. Table the Resolution and/or instruct staff to seek alternative direction.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

RESOLUTION NO. 13-097

A RESOLUTION APPROVING A TRAFFIC SIGNAL MAINTENANCE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE TOWN OF MESILLA TO PROVIDE FOR THE MAINTENANCE OF TRAFFIC SIGNALS AT THE INTERSECTION OF STATE HIGHWAY 28 AND CALLE DEL NORTE.

The City Council of the City of Las Cruces is informed that:

WHEREAS, the Town of Mesilla is responsible for a traffic signal that was installed by the New Mexico Department of Transportation at the intersection of State Highway 28 and Calle de Norte; and

WHEREAS, the Town of Mesilla requests the City to enter into a maintenance agreement to facilitate the future upkeep of the signal system; and

WHEREAS, the Town of Mesilla will reimburse the City for maintenance performed, to include all labor, equipment, and material costs incurred; and pay for power associated with the operation of the traffic signal; and

WHEREAS, the estimated annual maintenance costs will be in the range of \$1,000.00; and

WHEREAS, the signal system was installed primarily to assist in relieving traffic congestion and promoting traffic safety.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the City Manager of the City of Las Cruces is hereby authorized to enter into the Traffic Signal Maintenance Agreement attached hereto as Exhibit "A" with the Town of Mesilla for maintenance of the traffic signal system in order to facilitate future upkeep.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the

accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT is made between the TOWN OF MESILLA, NEW MEXICO, hereinafter called the "Town" and the CITY OF LAS CRUCES, NEW MEXICO, hereinafter called the "City."

WHEREAS, the Town has constructed a traffic signal at State Highway 28 and Calle Del Norte as part of a state highway project;

WHEREAS, the City does have personnel, equipment, and material available to maintain traffic signals and is willing to enter into an agreement for maintenance.

NOW THEREFORE,

SECTION I: THE TOWN SHALL:

1. Upon receipt of invoiced charges, reimburse the City for maintenance performed on an actual cost basis to include all labor, equipment, and material costs incurred.
2. Pay for electrical power associated with the operation of the traffic signal.

SECTION II: THE CITY SHALL:

1. Maintain the signal control equipment, and repair or replace the signal controller in the event the controller and/or cabinet are damaged, or there is an equipment failure, and maintain the video detection system.
2. Make all timing adjustments to the signal control equipment and review the signal system periodically for efficient and satisfactory operation.

3. Make provisions for and provide routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles, signal system, underground conduit, cables, pull boxes, and internally illuminated street name signs.
4. In the event that accidental damage or equipment failure should occur, provide for equipment shut down and/or emergency traffic control as needed.
5. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.

SECTION III: THIRD PARTY BENEFICIARIES:

It is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.

SECTION IV: NEW MEXICO TORT-CLAIMS ACT:

Each party to this AGREEMENT will be responsible for liability arising from personal injury or damage to persons or property occasional by its employees in the performance of this AGREEMENT, subject in all cases to immunities and limitation of the New Mexico Tort Claims Act (41-4-1 et seq., NMSA 1978) and any amendment thereto.

SECTION V: SCOPE OF AGREEMENT:

This AGREEMENT incorporate all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No prior AGREEMENT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT.

SECTION VI: TERMS OF THIS AGREEMENT:

The terms of this AGREEMENT are lawful; performance of all duties and obligations herein shall conform with and do not contravene any state, local, or federal statutes, regulations, rules or ordinances.

SECTION VII: SEVERABILITY:

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this AGREEMENT shall remain in full force and effect.

SECTION VIII: TERMINATION OF AGREEMENT:

The agreement may be cancelled by either party after giving ninety (90) days written notice to the other party.

SECTION IX: AMENDMENT:

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

Dated this _____ day of _____, 2012.

TOWN OF MESILLA

CITY OF LAS CRUCES

BY: Nora L. Baum
MAYOR

BY: _____
CITY MANAGER

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: [Signature]
TOWN ATTORNEY

BY: _____
CITY ATTORNEY