

City of Columbus
City Bulletin Report

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

Legislation Number: PN0228-2014

Drafting Date: 9/12/2014

Version: 1

Current Status: Clerk's Office for Bulletin

Matter Type: Public Notice

Notice/Advertisement Title: Traffic Signal Maintenance Contracts

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See attached General Policy and Procedure for Traffic Signal Maintenance Contracts and Exhibit A.

GENERAL POLICY AND PROCEDURE

DEPARTMENT OF PUBLIC SERVICE

OFFICE OF SUPPORT SERVICES

CITY OF COLUMBUS, OHIO

SUBJECT: Traffic Signal Maintenance Contracts

EFFECTIVE DATE: September 20, 2014 **PAGES** 1 of 8 **BY:** Tracie Davies / aac

I. Application of Policy.

This policy shall apply to:

- A. Property Owners who propose a signalized private driveway(s), access, and/or private street(s) with a public street in the City of Columbus;
- B. Property Owners whose driveway(s), access, and / or private street(s) align with an existing or proposed signalized intersection in the City of Columbus, except a single family residence driveway;
- C. Political subdivisions whose public street(s) align with a signalized intersection in the City of Columbus;
- D. Political subdivisions desiring to contract with the City of Columbus for operation and/or maintenance of traffic signals within their jurisdiction.
- E. Existing signalized intersections annexed into the City of Columbus, except a single family residence driveway.
- F. Property Owners who propose a signalized crosswalk mid-block or at an intersection of an unmarked or unsignalized public street in the City of Columbus.

Singularly, hereafter "Interested Party".

II. Effective Date.

This policy shall be effective September 20, 2014, and shall supersede all previous administrative policies pertaining to Traffic Signal Maintenance Contracts.

III. Terms.

- A. Interested Parties shall enter into a Traffic Signal Maintenance Contract, hereafter "Contract", with the City of Columbus. Said Contract shall require the Interested Party to fund all or part of the costs to operate, maintain, repair, and upgrade a traffic signal or pedestrian beacon device in the Public Rights-of-Way according to this policy. Such obligation for the traffic signal shall be made for as long as that the traffic signal is warranted as defined in the Traffic Code of the City of Columbus and the Ohio Manual of Uniform Traffic Control Devices, as long as the responsible shares are paid (as defined in

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Section IV), and / or as long as the Contract is not breached. Such obligation for the pedestrian beacon device shall be made for as long as the pedestrian beacon device is warranted as defined in the Ohio Manual of Uniform Traffic Control Devices and per Department of Public Service procedures, as long as the responsible shares are paid (as defined in Section IV), and / or as long as the Contract is not breached

- B. Traffic signals and pedestrian beacons are types of traffic control devices. For purposes of this policy and the Contract, a traffic control device is defined as, but not limited to, the traffic signal and appurtenances, pedestrian hybrid beacons and appurtenances, rectangular rapid flashing beacons and appurtenances, pedestrian-activated warning beacons and appurtenances, traffic signs, ADA ramps, and pavement markings for the private drive, access, or street.
- C. In the case of a proposed new or the upgrade of an existing traffic signal or pedestrian beacon device, the City shall enter into Contract only with the Interested Party prior to City approval of the traffic control device construction plans, whether those plans are the product of an Engineering Consultant or City of Columbus Staff.
- D. In the case of a transfer or assignment of a Contract based upon the 2003 policy from one property owner to another, the 2003 contract with the original party shall be terminated and the new Interested Party shall enter into Contract with the City under this policy. Failure of the new Interested Party to enter into a Contract with the City under this policy may result in removal of the traffic control device.
- E. The Contract and/or Real Estate Instruments, as prepared and approved by the City Attorney's Office, Department of Real Estate, shall be recorded with the County Recorder's Office where the signal or pedestrian beacon device is located and provide that the obligations of the Interested Party shall run with the Interested Party's property benefited by the traffic control device. The Interested Party shall be invoiced for the recording fees.
- F. The City of Columbus shall not enter into more than one Contract per intersection driveway, private street, or pedestrian beacon device.

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- G. The City of Columbus agrees to operate, maintain, repair, and upgrade the traffic control device for as long as the traffic signal or pedestrian beacon device is warranted, as long as the responsible shares (as defined in Section IV) are paid, and / or as long as the Contract is not breached.
- H. The City of Columbus may conduct signal warrant or pedestrian traffic analysis from time to time. All signal warrant and pedestrian device analyses shall be conducted according to the Ohio Manual of Uniform Traffic Control Devices or other Department of Public Service procedures. If a traffic signal or pedestrian beacon device does not meet warrants, guidelines of the OMUTCD, or Department of Public Service procedures, the traffic control device may be removed. The Director / designee of the Department of Public Service shall make the final determination. The Interested Party shall be notified in writing prior to submitting the recommendation to the Director / designee.
- I. At or about age 20 of the traffic control device, the City shall do an inspection of the signal and shall determine when it shall be refurbished. The Interested Party shall pay their Proportional Share of the cost of refurbishing the traffic control device.

IV. Responsible Share.

- A. The percentage of costs for the operation, maintenance, repair, upgrade, and electricity for the traffic control device allocated to the Interested Party shall be based on the impact of their driveway, access or private street on the warranting of the traffic signal or pedestrian beacon device at the intersection, hereafter Proportional Share.
- B. The Proportional Share to the Interested Party for a pedestrian beacon device is 100%.
- C. The Proportional Share to the Interested Party for a traffic signal device shall be assigned as follows:
 - 1. one hundred percent (100%) – locations where the Interested Party has the only approach to the public street, e.g., the intersection is T-intersection; or
 - 2. seventy-five percent (75%) – locations where the intersection has a public street approach, but only the driveway, private

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- street, or public street from another Interested Party warrants the traffic signal; or
3. fifty percent (50%) – locations where both the driveway, private street, or public street from another Interested Party and the public street approach within the City of Columbus warrants the traffic signal; or
 4. twenty-five percent (25%) – locations where the driveway, private street, or public street from another Interested Party does not warrant the traffic signal as the traffic signal is already warranted by existing approaches).
 5. If there are multiple private driveways or streets adjoining a public road, the multiple Interested Parties shall split the cost. Exact split shall be determined upon plan review by the City of Columbus.
 6. The Director / designee of the Department of Public Service reserves the right to determine other split percentages as needed based upon the specifics of each project. The Director / designee shall provide each Interested Party an explanation of the split percentage and how it was determined.
- D. If the City of Columbus has a Contract with an Interested Party at a signalized intersection and another private road or driveway is built to access the same intersection, the City shall assess the responsibility of the new Interested Party and reassess the original Interested Party according to this policy and amend the existing Contract with the original Interested Party, as necessary. The amendment to the original Interested Party shall be recorded and the new Interested Party shall be invoiced for the recording fees for amending the original Interested Party's contract.
- E. In addition to the Proportional Share described above, the Interested Party shall be responsible for:
1. 100% of the total cost for the non-routine maintenance and major emergency repair of the traffic control device affecting their driveway/private road or the signalized crosswalk. If the entire intersection or signalized crosswalk requires repair, the

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Interested Party agrees to pay its Proportional Share of the costs.

2. 100% of the costs of improvements directly related to a site development or expansion of an existing development, rezoning, zoning variance, special permit, or subdivision plat associated with the traffic control device. This shall include, but is not limited to, costs for traffic study, design, and construction. If a background improvement not directly related to a site development or expansion of an existing development, rezoning, zoning variance, special permit, or subdivision plat warrants changes that impact the entire intersection, the Interested Party agrees to pay its Proportional Share.

V. Annexed Traffic Signal Installations.

- A. Should a traffic signal or other traffic control device that serves a private driveway, private street, or public street in another political subdivision be annexed into the City of Columbus, the Department of Public Service shall conduct a warrant analysis to determine whether the traffic signal or other traffic control device is warranted.
- B. If the signal or other traffic control device is warranted, the Interested Party shall enter into a Contract according to the requirements of this policy.
- C. If the signal or other traffic control device is not warranted, the Department of Public Service shall recommend the removal of the traffic control device according to Section III above.

VI. Electricity Cost.

The Interested Party shall be contractually responsible for their Proportional Share of the actual electric cost to operate the traffic signal or pedestrian beacon.

VII. Routine Maintenance Fee Calculation.

- A. The City of Columbus shall assess an annual maintenance fee intended to cover the routine maintenance of the traffic control device for traffic signals and pedestrian beacons.

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B. Annual Routine Maintenance is defined as, but not limited to a "730" and / or "760" type of maintenance call for signal control problems including, but not limited to, minor problems with span, cable, signal-ped heads, push buttons and span mounted signs; minor emergencies; communication failures inside the cabinet; controller malfunctions; cabinet problems (load switches, flasher, conflict monitor, detector units, etc.); bulb outages; testing of the cabinet conflict monitor; and inspections every five (5) years.

C. This fee is not intended to cover:

1. installation of the traffic control device; or
2. repairs outside of maintenance and major emergency repairs; or
3. upgrades to the signal operation.

Items 1-3 above will be directly billed to the Interested Party in the appropriate percentage of responsibility as identified in the Contract.

D. The calculation of the annual maintenance fee for a traffic control device shall be based upon the age of the signal or pedestrian beacon. See Exhibit A for the fee schedule.

For illustration purposes: if the Interested Party is responsible for one leg of an intersection and the signal or beacon is installed in 2014, it shall have annual maintenance fee of \$377.00 for the first year of service, increasing by 3% per year thereafter. On year five, the annual maintenance fee increases to \$802.00, increasing by 3% per year until age 10. On year eleven, the annual maintenance fee shall be \$1,268.00, increasing by 3% each year until it is refurbished.

C. If an Interested Party takes over maintenance of a traffic control device from a prior property owner, the Interested Party shall pay the same maintenance fee cost as the prior property owner for the remainder of that calendar year in which the transfer occurred. The maintenance fee for the following calendar year shall be based upon Exhibit A and shall be based upon the age of the signal.

For illustration purposes: the Interested Party is responsible for one leg of an intersection, the signal or beacon is eight

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(8) years old, and the Interested Party takes over in 2014, the maintenance fee amount for 2015 shall be \$733.00.

- D. The Interested Party shall be contractually responsible for their Proportional Share of the annual maintenance fee cost of the traffic control device as calculated above.

VIII. Invoicing.

The City of Columbus agrees to submit to the Interested Party itemized bills for the recording fee, maintenance fee, electric cost, materials, labor, and equipment used in the operation, maintenance, repair, and upgrade of the traffic control device in/about the first quarter of each year. The amount invoiced for electric cost shall be for the previous year's electric use and the maintenance fee invoice shall be for the current year's cost. Invoicing for repairs outside of maintenance and emergency repairs shall be direct billed as those services are performed.

IX. Failure to Pay.

- A. If an Interested Party fails to make payment to the City of Columbus for any of the fees included in this policy or the executed contract within ninety (90) days of the date on the invoice, the City of Columbus may remove or flash the signal head or flashing beacon and install another type of traffic control device. The Interested Party shall be invoiced for cost of removal of the signal head or flashing beacon, other adjustments to the intersection, and installation of a new device.
- B. If an Interested Party fails to make payment to the City of Columbus for any of the fees included in this policy or the executed contract within one hundred eighty (180) days of the date on the invoice, the City of Columbus may flash the signal head or remove the mast arm/wire, pole, appurtenances, and traffic signs and install another type of traffic control device. The Interested Party shall be invoiced for cost of removal of the traffic control device, other adjustments to the intersection, and installation of a new device. If the traffic control device is removed by the City of Columbus for nonpayment the City may seek a judgment lien on the property of the total amount due, which may include, but is not limited to: prior amount due, amount due

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while invoice is not paid; installation/removal costs outlined above; and attorney and court fees.

X. Revision History.

Original policy document published December 13, 2003.

EXHIBIT A: Traffic Control Device and Pedestrian Hybrid Beacon Fee Schedule

Cost per leg of signalized intersection or entire signalized crosswalk

Age	Year Installed											
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
1-4 years	\$ 377.00	\$ 389.00	\$ 401.00	\$ 414.00	\$ 427.00	\$ 440.00	\$ 454.00	\$ 468.00	\$ 483.00	\$ 498.00	\$ 513.00	\$ 529.00
5-10 years	\$ 711.00	\$ 733.00	\$ 755.00	\$ 778.00	\$ 802.00	\$ 827.00	\$ 852.00	\$ 878.00	\$ 905.00	\$ 933.00	\$ 961.00	\$ 990.00
11-20 years	\$ 941.00	\$ 970.00	\$ 1,000.00	\$ 1,030.00	\$ 1,061.00	\$ 1,093.00	\$ 1,126.00	\$ 1,160.00	\$ 1,195.00	\$ 1,231.00	\$ 1,268.00	\$ 1,307.00
21-25 years	\$ 1,080.00	\$ 1,113.00	\$ 1,147.00	\$ 1,182.00	\$ 1,218.00	\$ 1,255.00	\$ 1,293.00	\$ 1,332.00	\$ 1,372.00	\$ 1,414.00	\$ 1,457.00	\$ 1,501.00

2014 is the base year. After year 2014, cost goes up 3% each year

At / about age 20 of the signal, the City shall do an inspection of the signal and shall determine when it shall be refurbished. The estimated cost to refurbish one leg of an signalized intersection is \$7,700 (2014 dollars). The Interested Party shall pay the actual cost of refurbishing their percentage of the intersection.

Instructions:

Install New TCD: find the year the TCD is installed and the amount in the age row "1-4 years" is the amount of maintenance fee for the first year, prorated per the contract

Take Over Existing TCD: find the age of the TCD, find the year the take over occurs, and this is the amount of the maintenance fee for the first year