Agenda – Executive Policy Committee – September 21, 2020

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – September 17, 2020

Moved by Councillor

That Rule 10(3) of The Procedure By-law No. 50/2007 be suspended in order that the following item, which was received less than four business days preceding the committee meeting, be considered by Committee.

Item No. 1 Acceptance of Gift – Flashing Amber Lights in School Zones

On September 17, 2020, the Standing Policy Committee on Property and Development, Heritage and Downtown Development referred the matter to the Executive Policy Committee and Council without recommendation.

Agenda – Executive Policy Committee – September 21, 2020

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – September 17, 2020

DECISION MAKING HISTORY:

On September 17, 2020, the Standing Policy Committee on Property and Development, Heritage and Downtown Development referred the matter to the Executive Policy Committee and Council without recommendation.

STANDING COMMITTEE RECOMMENDATION:

On July 13, 2020, the Standing Policy Committee on Property and Development, Heritage and Downtown Development granted a further extension of time of 30 days for the Winnipeg Public Service to report back with the terms and conditions of the Donation Agreement(s) and/or Partnership Agreement.

D. Patman, Manager of Transportation Planning, Public Works Department, provided a verbal report on the matter.

On June 16, 2020, the Standing Policy Committee on Property and Development, Heritage and Downtown Development granted a further extension of time of 30 days for the Winnipeg Public Service to report back with the terms and conditions of the Donation Agreement(s) and/or Partnership Agreement.

On May 21, 2020, the Standing Policy Committee on Property and Development, Heritage and Downtown Development granted a further extension of time of up to 30 days for the Winnipeg Public Service to report back with the terms and conditions of the Donation Agreement(s) and/or Partnership Agreement.

On March 2, 2020, the Standing Policy Committee on Property and Development, Heritage and Downtown Development granted a further extension of time to of up to 60 days for the Winnipeg Public Service to report back with the terms and conditions of the Donation Agreement(s) and/or Partnership Agreement.

Councillor Klein submitted a communication with respect to the matter.

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – September 17, 2020

DECISION MAKING HISTORY (continued):

STANDING COMMITTEE RECOMMENDATION (continued):

On January 6, 2020, the Standing Policy Committee on Property and Development, Heritage and Downtown Development granted a further extension of time of 60 days for the Winnipeg Public Service to report back with the terms and conditions of the Donation Agreement(s) and/or Partnership Agreement.

On November 18, 2019, the Standing Policy Committee on Property and Development, Heritage and Downtown Development granted a further extension of time of 30 days for the Winnipeg Public Service to report back with the terms and conditions of the Donation Agreement(s) and/or Partnership Agreement.

On October 28, 2019, the Standing Policy Committee on Property and Development, Heritage and Downtown Development granted a further extension of time of 30 days for the Winnipeg Public Service to report back on the matter.

D. Patman, Manager of Transportation, Public Works Department provided a verbal report on the matter.

On September 30, 2019, the Standing Policy Committee on Property and Development, Heritage and Downtown Development granted an extension of time of 30 days for the Winnipeg Public Service to report back on the matter.

STANDING COMMITTEE DECISION:

On September 4, 2019, the Standing Policy Committee on Property and Development, Heritage and Downtown Development did not concur in the recommendation of the Winnipeg Public Service, and approved the following:

1. That the City accept a gift from Expert Electric Ltd. (Chuck Lewis), of individual solar-powered amber beacons and ongoing maintenance at no cost to the City for a minimum of 10 years, subject to the following condition:

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – September 17, 2020

DECISION MAKING HISTORY (continued):

STANDING COMMITTEE DECISION (continued):

A. That the Winnipeg Public Service report back to the September 30, 2019 meeting of the Standing Policy Committee on Property and Development, Heritage and Downtown Development with the terms and conditions of the Donation Agreement(s) and/or Partnership Agreement.

ADMINISTRATIVE REPORT

Title: Acceptance of Gift – Flashing Amber Lights in School Zones

Critical Path: Standing Policy Committee on Property and Development, Heritage and Downtown Development

AUTHORIZATION

Author	Department Head	CFO	CAO
D. Patman, P. Eng.	J. Berezowsky	B. D'Avignon, Acting Interim CFO	M. Ruta, Interim CAO

EXECUTIVE SUMMARY

In 2019, Expert Electric Ltd. (the "Donor"), approached the City to provide solar-powered amber beacons to make reduced speed school zones ("school zones") more obvious to motorists. The gift was approved by the Standing Policy Committee on Property and Development, Heritage or Downtown Development on September 4, 2019. To receive the gift, the Public Service recommends that the City enter into an agreement with the Donor, the proposed terms and conditions of which are attached to this report as Schedule A.

Expert Electric has committed to providing two solar beacons per school. The Public Service acknowledges that there will be instances when a school requires additional beacons when two beacons are inadequate to cover all of the school zone road segments adjacent to that school. In these cases, the intent is that the City will cover the cost of additional beacon locations.

The preliminary cost estimate for the additional beacons is $1.4 million (because if only two beacons are supplied by the Donor per school, this leaves 391 units that need to be supplied by the City, at an anticipated cost of $1,368,500, based on an estimated cost of $3,500 per beacon.) There is no approved budget allocated to facilitate the City installation of additional beacons. This will be deferred, with the cost of beacons over the first five years of the program (at a minimum) to be covered by the Donor.

The draft agreement attached stipulates 480 units be installed by the donor at a minimum rate of 2 units per month. At the minimum installation rate per the draft agreement the donor has 20 years to install the 480 units.

The proposed warranty period on the donated units is 5 years from the date of installation.

RECOMMENDATIONS

1. That the City enter into, execute and deliver a donation agreement to accept the gift of flashing amber beacons with Expert Electric Ltd. and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

2. That authority be delegated to Chief Administrative Officer to negotiate and approve the terms and conditions of the donation agreement and the Ancillary Agreements, in accordance with this report, including the terms and conditions attached to this report as Schedule A, and such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

3. That the proper officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

REASON FOR THE REPORT

On September 4, 2019, the Standing Policy Committee on Property and Development, Heritage and Downtown Development (SPC PDHDD) directed that the City accept a gift from Expert Electric Ltd. (Chuck Lewis), of individual solar-powered amber beacons and ongoing maintenance at no cost to the City for a minimum of 10 years, subject to the following condition:

a) That the Winnipeg Public Service report back to the September 30, 2019 meeting of the Standing Policy Committee on Property and Development, Heritage and Downtown Development with the terms and conditions of the Donation Agreement(s) and/or Partnership Agreement.

In order to accept this gift, the Public Service is recommending that the City enter into a donation agreement with Expert Electric Ltd.

IMPLICATIONS OF THE RECOMMENDATIONS

- Expert Electric has committed to providing two of the solar beacons per school. The Public Service acknowledges that there will be instances when a school requires additional beacons when two beacons are inadequate to cover all of the school zone road segments adjacent to that school. In these cases, the intent is that the City will cover the cost of additional beacon locations. The preliminary cost estimate for these beacons is $1.4 million. There is no approved budget allocated to facilitate the City installation of additional beacons. (If only two beacons are supplied by the Donor, this leaves 391 units that need to be supplied by the city at an anticipated cost of $1,368,500 based on an estimated cost of $3500 per beacon.)

- Funds will need to be considered in the 2024 multi-year budget process.

- The City will also cover the cost of modifications to posts to accommodate the installation/addition of the beacon units to existing signage. It is acknowledged that these costs will be covered by operational budgets within the Public Service and will be kept to a minimum; in the event these conditions change, (e.g. costs exceed $5,000 per year) the Public Service will report back on this matter to SPCPDHDD.

- It is acknowledged that Expert Electric will supply 480 of the beacons over 20 years, and that the cost of additional beacons will be covered by the City. For the first five years of the project, the City will work with Expert Electric to deploy donated beacons exclusively,

revisiting the program after five years. Thus the financial impact during the first five years to the City is limited to the cost of modification to posts, etc. (zero beacons being purchased by the City during the first five years.)

HISTORY/DISCUSSION

The purpose of this report is to bring forward the draft Agreement between City of Winnipeg and the Donor, Expert Electric, for the provision of flashing beacons in reduced speed school zones (RSSZs). See Schedule A for the terms of the agreement.

A previously-submitted report to Standing Policy Committee on Property and Development, Heritage and Downtown Development (SPCPDHDD) was presented on September 4, 2019. In that report, it was noted that an agreement was required between the Public Service and the firm donating the equipment, Expert Electric Ltd. At that time the Public Service was directed to draw up an agreement with the Donor.

The Public Service has negotiated the terms and conditions of that agreement, a copy of which is attached to this report as Schedule A, with the Donor.

If the terms and conditions attached hereto are approved by SPCPDHDD, the Public Service will work with the Donor to jointly sign and then implement the donation agreement. The goal is to move forward with the provision of the beacons and add these beacon units to school zones throughout Winnipeg in accordance with the donation agreement.

The draft agreement attached stipulates 480 units be installed by the donor at a minimum rate of 2 units per month. At the minimum installation rate per the draft agreement the donor has 20 years to install the 480 units.

Per 9.e of the draft agreement the warranty period on the donated units is 5 years from the date of installation.

Note that there are a few outstanding issues that the Public Service acknowledges, as noted above in the Implications section.

Flashing beacons are sometimes integrated into school zone signage on busy or wide streets in North American jurisdictions. Sometimes these flashing beacon lights are implemented on timers so that they only operate during school hours to draw attention to the hours of the day that the reduced speed limit is in effect.

The purpose of these beacons is to catch the attention of drivers, so that their awareness of the RSSZs (and compliance with the reduced speed limit) is enhanced.

They are not a mandatory element; they add cost (including maintenance costs) to the implementation of school zones. Because they were not mandatory, they were not included when the RSSZs were originally put in place in Winnipeg.

This gift, although it does not reduce the cost of implementing the beacons to zero (it approximately cuts in half the cost to implement beacons at school zones) will provide an enhancement in that it makes the signage more conspicuous to motorists. It is the intent of the

Public Service to make observations and collect feedback regarding the benefit the beacons provide as they are rolled-out over time if the gift is accepted.

FINANCIAL IMPACT

Financial Impact Statement **Date:** August 5, 2020

Project Name: **First Year of Program** **2021**

Acceptance of Gift – Flashing Amber Lights in School Zones

	2021	2022	2023	2024	2025
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - to be determined in budget process	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ 1,900	$ 2,400	$ 2,400	$ 2,400	$ 2,400
Less: Incremental Revenue/Recovery	-	-	-	-	-
Net Cost/(Benefit)	$ 1,900	$ 2,400	$ 2,400	$ 2,400	$ 2,400
Less: Existing Budget Amounts	1,900	2,400	2,400	2,400	2,400
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Direct costs include amounts to evaluate the results of the trial period in 2021 and modify posts in 2021- 2025 for the installation of the flashing amber lights in school zones.

The preliminary cost estimate for the City to install additional beacons where required is $1.4 million. At this time there is no approved budget allocated to deliver this project. The installation of the additional beacons will be subject to re-prioritization in the 2024 multi year budget process, and will be subject to the availability of future budget resources.

"Original signed by J. Peters, CPA, CGA"
J. Peters CPA, CGA
Acting Manager Finance and Administration

CONSULTATION

This Report has been prepared in consultation with: N/A

OURWINNIPEG POLICY ALIGNMENT

The Sustainable Transportation Direction Strategy developed as part of OurWinnipeg forms the policy framework for the Transportation Master Plan (TMP). Sustainable Transportation identified a vision and five Key Strategic Goals which are critical to achieving a balanced and sustainable transportation system for Winnipeg. These goals form the basis for the TMP and the directions and strategies contained within it:

1. A transportation system that is dynamically integrated with land use;
2. A transportation system that supports active, accessible and healthy lifestyle options;
3. A safe, efficient and equitable transportation system for people, goods and services;
4. Transportation infrastructure that is well maintained;
5. A transportation system that is financially sustainable.

The recommendations within this report are consistent with the Key Strategic Goals.

WINNIPEG CLIMATE ACTION PLAN ALIGNMENT

3.4 Increase Active Transportation Rates (Primary Responsibility: Public Works Department) – safer routes to school contribute to lower mode share for automobile trips to access schools & promote active school transport amongst school-aged youth. The addition of beacons to the signage in RSSZs will contribute to safer walking conditions for school-aged pedestrians and adults in close proximity to schools by making them more obvious to motorists.

SUBMITTED BY

Department: Public Works
Division: Transportation
Prepared by: David Patman, P. Eng. – Manager, PWD-Transportation
Date: August 5, 2020

Attachment:

Schedule A – Proposed Terms and Conditions

Schedule A

Donor

1. Expert Electric Ltd. (the "Donor").

Donee

1. The City of Winnipeg (the "City").

Gift

2. The Donor will gift to the City a total of 480 solar-powered flashing beacons, model SZ-1400 from JSF Technology, (the "Units") as soon as is practicably possible, and in any event at a rate of no fewer than two (2) Units per month until such time as the Donor and the City agree in writing that no additional Units are required.

Location

3. Various City-owned properties located near school zones as determined by the City (the "Sites").

Phasing

4. The Donor will provide the Units to the City in 3 phases as described herein.

Conditions for Phase I: Trial Period

5. Phase 1 will be a 3 month field trial at 1 specific Site (the "Trial") as determined by the Director of Public Works (the "Director").
6. The City will collect data from the Trial, evaluate the results and prepare a report on the findings (the "Report").
7. Based on the findings of the Report, the Director and the Donor will evaluate the feasibility of proceeding with Phase 2.
8. If the findings of the Report are not to the satisfaction of the Director or the Donor, the Donation Agreement will be terminated with no further costs or obligations to either the City or the Donor.

Conditions for Phase II: Installation

9. During Phase 2, the Donor will be responsible for, at its sole cost, effort and expense:
    a. assessing and verifying the suitability of poles at the Sites for installation of the Units;
    b. providing the City with and detailed shop drawings and an installation plan to the satisfaction of the Director prior to installation;
    c. installing 2 Units within each reduced speed school zone as identified in the Reduced-Speed School Zones By-law No. 76/2014. Where a reduced speed school zone requires more than 2 Units, as determined by the Director, the City shall be responsible for the cost of those additional Units;
    d. ensure that the Units are installed in accordance with the said shop drawings and installation plan and to the satisfaction of the Director, including:
        i. coordinating with the City to install the Units in phases at the Sites as determined by the City;
        ii. providing the City with an installation schedule;
        iii. obtaining all required permits, approvals, licenses, and certificates necessary to install, maintain and repair the Units;
    e. warranting and repairing the Units as needed for a period of 5 years from the date of initial installation of each individual Unit (the "Warranty Period");
        i. the Donor will be responsible for both direct and ancillary costs of any repairs required to the Units;

ii. the Donor must respond to or repair requests within 1 day of notification of the repair requirement;
iii. addressing all issues respecting the manufacturers' warranty of the Units during the Warranty Period;

f. keeping a detailed log/report of all installations, maintenance, repairs and replacements of each individual Unit and providing such log/report to the City on a quarterly basis throughout the Warranty Period;
g. restoring damage to the Sites or any City-owned real or personal property caused by the Donor while performing installation, maintenance or repair of the Units;
h. entering into any agreements (including, but not limited to licence/lease agreements with Manitoba Hydro where use of Hydro infrastructure is required) required for the installation, repair or maintenance of the Units and ensure that such agreements are transferable to the City at the end of the Warranty Period;
i. compliance with all applicable statutes, regulations, codes and by-laws while carrying out its responsibilities under the Donation Agreement throughout the Warranty Period;
j. providing to the City at the expiry of the Warranty Period:
    i. any final installation, maintenance, repair, and replacement logs for the Units;
    ii. a maintenance manual for the Units;
    iii. any technical specification documents for the Units;
    iv. any agreements entered into by the Donor with respect to the Units, including any required assignment of such agreements; and
    v. any applicable manufacturers' warranties.

10. The Donor acknowledges and agrees that all public and media relations with respect to the Units will be coordinated with the City.
11. The City shall be responsible for maintaining any installed Units in good, working order. Where the City determines that any installed Unit requires repairs, the City shall uninstall the Unit and return the Unit to the Donor. The Donor shall ensure that any Unit returned by the City for repair is repaired or replaced, as necessary and at no cost to the City, and provide the repaired Unit or the replacement Unit, as the case may be to the City to be reinstalled.
12. The Director shall have absolute discretion as to when Units are to be installed within a particular reduced speed school zone and as to the order in which those Units are installed.

Conditions for Phase III: Final Acceptance

13. Ownership of each individual Unit will transfer from the Donor to the City only upon the issuing of a letter to the Donor acknowledging the final acceptance of that individual Unit by the City ("Final Acceptance").

14. Final Acceptance of an individual Unit is subject to:

    a. expiry of the Warranty Period;

    b. compliance by the Donor with the terms of the Donation Agreement; and

c. final inspection of the Unit to the satisfaction of the Director;

15. Prior to Final Acceptance, should the City find any deficiencies, the City will advise the Donor and the Donor must, at its sole cost, expense and effort, rectify such deficiency.

Insurance

16. The Donor shall provide and maintain the following insurance coverage at all times during the term of the Donation Agreement and up until the expiry of the Warranty Period, unless specified below:
    a. Commercial general liability in an amount not less than two million dollars ($2,000,000) per occurrence with the City added as an additional insured. Such liability policy to contain a cross liability clause, contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations; and
    b. during Phase 2, automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Donor or the Contractor hired by the Donor directly or indirectly in the performance of the Work. The limit of liability shall not be less than $2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
17. All insurance deductibles shall be borne by the Donor.
18. The Donor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified for the return of the executed Contract Documents, as applicable.
19. The Donor or his Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty calendar days (30) prior written notice to the City.

Termination

20. *Either party to the Donation Agreement may terminate that agreement at any time upon providing thirty (30) days' written notice to the other party.*
21. *Where the Donation Agreement is terminated by the Donor, ownership of any installed Units will be transferred to the City as if Final Acceptance of the individual Unit has occurred and there will be no further costs or obligations to either the City or Donor in respect of those Units.*
22. *Where the Donation Agreement is terminated by the City, the City shall uninstall and return to the Donor any installed Units and there will be no further costs or obligations to either the City or the Donor.*

Other

23. *The Donor shall enter into a formal agreement (the "Donation Agreement") with the City embodying the foregoing Proposed Terms and Conditions and such other terms and conditions as the Director of Legal Services deems necessary and in a form satisfactory to the Director of Legal Services.*
24. All terms and conditions contained herein, are subject to the approval by the City's Council, or its delegated authority, and are not binding until such time as that approval is obtained.

Expert Electric Ltd. hereby agree(s) to enter into a Donation Agreement with the City of Winnipeg in accordance with the terms and conditions as outlined herein.

Per: _____

Name:

Title:

I am authorized to bind the Corporation

_____

Date

Per: _____

Name:

Title:

I am authorized to bind the Corporation

_____

Date

Please provide the following contact information:

Contact Person:

Daytime: _____ Phone No.: _____

After Hours:

_____ Phone No.: _____

Fax No.: _____

E-mail Address: _____