

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 316-08

AN ORDINANCE

authorizing Safe Routes to School Program Agreements with the Missouri Highways and Transportation Commission; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a Safe Routes to School Program Agreement with the Missouri Highways and Transportation Commission for bicycle safety classes at Gentry Middle School, Lange Middle School and Smithton Middle School. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Manager is hereby authorized to execute a Safe Routes to School Program Agreement with the Missouri Highways and Transportation Commission for the Walking School Bus Program, bicycle and pedestrian safety supplies, and enhanced speed and hazardous violation enforcement by the Columbia Police Department at Derby Ridge, Grant, Parkade and West Boulevard Elementary Schools and Gentry and Smithton Middle Schools. The form and content of the agreement shall be substantially as set forth in "Attachment B" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 3. The City Manager is hereby authorized to execute a Safe Routes to School Program Agreement with the Missouri Highways and Transportation Commission for a Design Charette for Grant Elementary School. The form and content of the agreement shall be substantially as set forth in "Attachment C" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 4. The City Manager is hereby authorized to execute a Safe Routes to School Program Agreement with the Missouri Highways and Transportation Commission for a Design Charette for Shepard Boulevard Elementary School. The form and content of the agreement shall be substantially as set forth in "Attachment D" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 5. The sum of \$58,650.00 is hereby appropriated from Account No. 110-4010-461.10-00, GSRTS 9 to Account No. 110-4010-532.49-90, GSRTS 9.

SECTION 6. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2008.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in Account No. 110-4010-461.10-00, GSRTS 9 to cover the above appropriation.

Director of Finance

CCO Form: HS4
Approved: 10/06 (BDG)
Revised: 07/08 (MWH)
Modified:

CFDA Number: #20.205
CFDA Title: Highway Planning and Construction
Award name/number: SRTS-NI-H285 (501)
Award Year: FY-2009
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SAFE ROUTES TO SCHOOL PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Columbia (hereinafter, "Grantee").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized funds to be used for Safe Routes to School program activities. The Grantee has applied to the Commission for using these funds for qualified purposes. The purpose of this Agreement is to grant the use of such Safe Routes to School funds to the Grantee.

(2) LOCATION AND NATURE OF PROJECT/ACTIVITY: The Safe Routes to School funds which are the subject of this Agreement are for the project/activity at the following location: **Project will involve bike safety classes at Gentry Middle School, Lange Middle School and Smithton Middle School. This project also includes an instructor-led "Bike Teams" that will ride to school as a group.** The general location of the project/activity is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) INDEMNIFICATION: To the extent allowed by law the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(5) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the Grantee is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (6) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Grantee with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Grantee.

(10) ACCESS TO RECORDS: The Grantee and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc.

These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Grantee receives reimbursement of their final invoice from the Commission.

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project No. **SRTS-NI-H285 (501)** or contemplated by this Agreement.

(12) MAINTENANCE OF DEVELOPMENT: If the project/activity identified in Paragraph 2, above, involves the construction or dedication of public improvements, the Grantee shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the Grantee shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the Grantee shall inspect and maintain the sidewalks or bike trails constructed by this project/activity in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the Grantee fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the Grantee in writing of the Grantee's failure to maintain the improvement. If the Grantee continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the Grantee. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(13) PLANS: The Grantee shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Any federal funds for Safe Routes to School activities shall only be available for reimbursement of eligible costs which have been incurred by Grantee. **Any costs incurred by Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.** The ratio for federal reimbursement of eligible costs for the herein project/activity is 100% up to a maximum of **\$13,600**. Any costs for the herein project/activity which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of Grantee. The Commission shall not be responsible for any costs associated with the herein project/activity unless specifically identified in this Agreement

or subsequent written amendments. The Commission shall not provide more than **Thirteen Thousand Six Hundred dollars (\$13,600)** for this Safe Routes to School project/activity.

(B) The authority to advertise for bids shall be granted by the Commission when all right-of-way clearances, environmental clearances, and the approval of the Plans, Specification, and Estimate have been completed. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(C) In the event that the Grantee does not submit the Plans, Specification, and Estimate for this project/activity by Grantee, and does not have construction authorization (authority to advertise for bids) by **December 1, 2010**, the Grantee agrees to reimburse the Commission for any monies previously reimbursed to the Grantee under this Agreement. All monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(D) In the event that the Grantee does not complete the project/activity within the timelines set forth in the Safe Routes to School Administrative Guidelines Issued 02/01/08, all monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time to the Commission. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(E) The Grantee shall complete the "SURVEY ABOUT WALKING AND BIKING TO SCHOOL FOR PARENTS" (Survey) for each child in the grades Kindergarten (K) through 8 of each school involved in the application. An example of the Survey form is attached hereto as Exhibit B and incorporated herein by reference. The Grantee shall complete the Survey prior to the project/activity beginning. The Grantee shall complete the Survey again within 6 months following the completion of the project/activity. The Grantee shall complete the "SAFE ROUTES TO SCHOOL STUDENT ARRIVAL AND DEPARTURE TALLY SHEET" (Tally Sheet) for each child in the grades of K-8 of each school listed in the application prior to the project/activity beginning and again within 6 months following the completion of the project/activity. An example of the Tally Sheet form is attached hereto as Exhibit C and incorporated herein by reference. **The Surveys and Tally Sheets are a requirement of the applicant per the Safe Routes to School Administrative Guidelines Issued 02/01/08. All costs incurred by the Grantee for the Surveys or Tally Sheets are non-reimbursable. In the event that the Grantee does not meet these requirements, all monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time to the Commission.**

(15) USE OF FUNDS: Any employee of Grantee whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain

partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of Grantee participates in activities prohibited by the Hatch Act, Grantee shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(16) PROGRESS PAYMENTS: The Grantee may request that progress payments be made during the construction of the herein improvements. The Grantee shall submit to the Commission any invoice for progress payments no less than on a monthly basis. The Grantee shall repay any progress payments which involve ineligible costs.

(17) PERMITS: The Grantee shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation. If this improvement is on the right of way of the Commission, the Grantee must secure a permit from the Commission prior to the start of any work on the right of way. The Grantee shall comply with any additional conditions placed on the issuance of the permit by the Commission, including, but not limited to any bonding requirements of the Commission.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee 's contractor and subcontractor on the herein project/activity. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Safe Routes to School Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project/activity. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project/activity shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES: The Commission will advise the Grantee of any required goals for participation by disadvantaged business enterprises to be included in the Grantee proposal for the work to be performed. The Grantee shall submit for Commission approval a disadvantaged business enterprise

goal or plan. The Grantee shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) NOTICE TO BIDDERS: The Grantee shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project/activity costs. The United States Government shall reimburse the Grantee, through the Commission, any monies due. The Grantee shall refund any overpayments as determined by the final audit.

(24) OMB AUDIT: If the Grantee expends five hundred thousand (\$500,000) or more in a year in federal finance assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within thirty (30) days of the issuance of the report. Subject to the requirements of OMB Circular A-133, if the Grantee expend(s) less than five hundred thousand (\$500,000) in a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA

Title _____

By _____
H. William Watkins
Title City Manager

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Sheela Amin
Title City Clerk

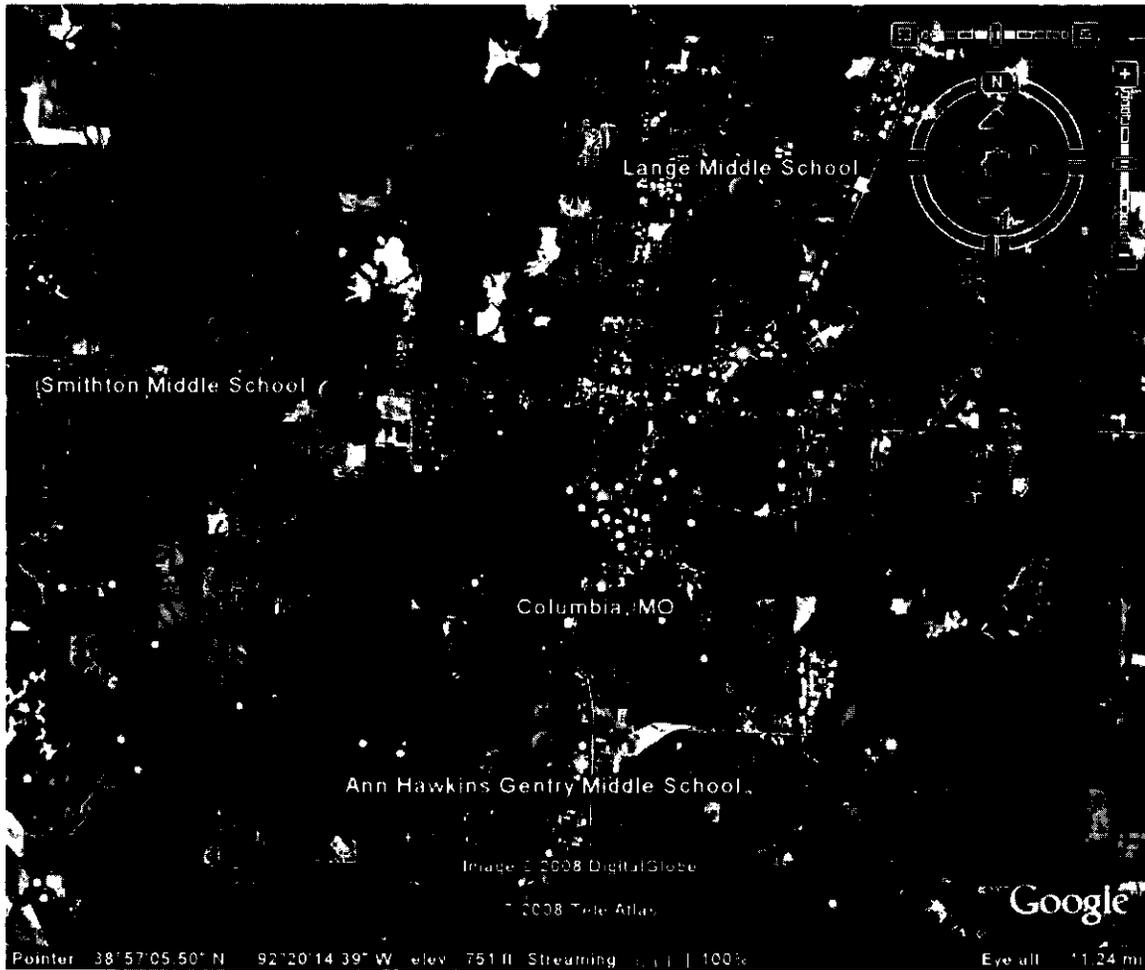
Approved as to Form:

Approved as to Form:

Commission Counsel

Fred Boeckmann
Title City Counselor

Ordinance No _____



SRTS-NI-H285 (501)

EXHIBIT A

SURVEY ABOUT WALKING AND BIKING TO SCHOOL - FOR PARENTS -

Dear Parent or Caregiver,

Your child's school wants to learn your thoughts about children walking and biking to school. This survey will take about 10 - 15 minutes to complete. We ask that each family complete only one survey per school your children attend. If more than one child from a school brings a survey home, please fill out the survey for the child with the next birthday from today's date.

After you have completed this survey, send it back to the school with your child or give it to the teacher. Your responses will be kept confidential and neither your name nor your child's name will be associated with any results. **Thank you for participating in this survey!**

These first few questions gather some general and background information.

Remember, all information will be confidential, and no identifying information will be released.

1. What is the grade of the child who brought home this survey? (K – 8) _____ grade
2. Is the child who brought home this survey male or female? MALE FEMALE
3. How many children do you have in Kindergarten through 8th grade? _____ children
4. What is your ZIP Code? (please provide ZIP +4 if known) _____ ZIP code
(note: many utility bills will show your ZIP +4)
5. How far does your child live from school? (choose one)

<input type="checkbox"/> a. less than 1/4 mile <input type="checkbox"/> b. 1/4 mile up to 1/2 mile <input type="checkbox"/> c. 1/2 mile up to 1 mile	<input type="checkbox"/> d. 1 mile up to 2 miles <input type="checkbox"/> e. More than 2 miles <input type="checkbox"/> f. Don't know
--	---

6. On most days, how does your child arrive at school and leave for home after school? (circle one choice per column)

Arrive at school

- a. Walk
- b. Bike
- c. School Bus
- d. Family vehicle (only with children from your family)
- e. Carpool (riding with children from other families)
- f. Transit (city bus, subway, etc.)
- g. Other (skateboard, scooter, inline skates, etc.)

Leave for home

- a. Walk
- b. Bike
- c. School Bus
- d. Family vehicle (only with children from your family)
- e. Carpool (riding with children from other families)
- f. Transit (city bus, subway, etc.)
- g. Other (skateboard, scooter, inline skates, etc.)

7. How long does it normally take your child to get to/from school? (check one choice per column)

Travel time to school

- a. Less than 5 minutes
- b. 5 - 10 minutes
- c. 11 - 20 minutes
- d. More than 20 minutes
- e. Don't know / Not sure

Travel time from school

- a. Less than 5 minutes
- b. 5 - 10 minutes
- c. 11 - 20 minutes
- d. More than 20 minutes
- e. Don't know / Not sure

8. Has your child asked you for permission to walk or bike to/from school in the last year? (check one box) YES NO

9. At what grade would you allow your child to walk or bike without an adult to/from school? (select a grade between K-8)
Grade (K-8) _____ (or I would not feel comfortable at any grade)

10. Which of the following issues affected your decision to allow, or not allow, your child to walk or bike to/from school? (check all that apply)

- Distance
- Convenience of driving
- Time
- Child's participation in before/after-school activities
- Speed of traffic along route
- Amount of traffic along route
- Adults to walk or bike with
- Sidewalks or pathways
- Safety of intersections and crossings
- Crossing guards
- Violence or crime
- Weather or climate
- Other _____
- Other _____

11. Would you probably let your child walk or bike to/from school if this problem were changed or improved? (circle one per line)

My child already walks or bikes to/from school)

- | | | |
|-----|----|----------|
| YES | NO | Not Sure |

12. In your opinion, how much does your child's school encourage or discourage walking and biking to/from school? (check one box)

- Strongly Encourage Encourage Neither Discourage Strongly Discourage

(Questions 13 and 14) Please answer these two questions based on your feelings (or what your child has told you) about your child walking or biking to/from school *whether or not your child actually walks or bikes to/from school*.

13. How much FUN is walking or biking to/from school for your child? (check one box)

Very Fun Fun Neutral Boring Very Boring

14. How HEALTHY is walking or biking to/from school for your child? (check one box)

Very Healthy Healthy Neutral Unhealthy Very Unhealthy

15. (a) How many full years of regular school have you completed? _____ years

(grade school through graduate school)

(b) Your spouse/partner's education? (if applicable) _____ years

16. Please provide any additional comments below (use the back of this page, if needed):

Thank you for participating in this survey!

Interested in Learning More?

If you are interested in discussing the conditions related to walking or biking to your child's school, please provide your contact information below (*Your name will not be associated with the results of this survey!*):

Name: _____

Email: _____

Address: _____

Phone: _____

SAFE ROUTES TO SCHOOL

STUDENT ARRIVAL AND DEPARTURE TALLY SHEET

School Name: _____ Grade: _____ # of students enrolled in class _____

Teacher: _____ Monday's Date: _____

School's Zip Code _____ (used to identify weather conditions)

Teachers, here are simple instructions for using this form:

- Please conduct these counts **each of the five days of the assigned week.**
- Before asking your students to raise their hands to indicate the *one answer* that is correct for them, read through all potential answers so they will know what the choices are.
- Ask your students as a group the question **"How did you arrive at school today?"**
- Read each answer and record the number of students that raised their hands for each.
- Follow the same procedure for the question **"How do you plan to leave for home after school?"**
- Please conduct this count regardless of weather conditions (i.e., ask these questions on rainy days, too).

Step 1. Fill in the weather conditions and number of students in class each day			Step 2. Ask students "How did you arrive at school today?" and "How do you plan to leave for home after school?" (record number of hands for each answer)							
	Weather S= sunny R= rainy C= cloudy Sn= snow	Number of Students (in class when count made)	Walk	Bike	School Bus	Parent's Car (only with children from your family)	Carpool (riding with children from other families)	Transit (city bus, subway, etc.)	Other (skateboard, scooter, inline skates, etc.)	
Mon AM										
Mon PM										
Tues AM										
Tues PM										
Wed AM										
Wed PM										
Thur AM										
Thur PM										
Fri AM										
Fri PM										

Comments (Please list any disruptions to these counts or any unusual travel conditions to/from the school on the days of the tally):

Thank You for helping gather this information!

CCO Form: HS4
Approved: 10/06 (BDG)
Revised: 07/08 (MWH)
Modified:

CFDA Number: #20.205
CFDA Title: Highway Planning and Construction
Award name/number: SRTS-NI-H285 (502)
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**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
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(2) LOCATION AND NATURE OF PROJECT/ACTIVITY: The Safe Routes to School funds which are the subject of this Agreement are for the project/activity at the following location: **Project will involve a Walking School Bus Program, Bike/Ped Safety supplies and one (1) officer to enforce speed and hazardous enforcement. The schools involved in the non-infrastructure agreement involve Derby Ridge Elementary, Grant Elementary, Parkade Elementary, West Boulevard Elementary, Gentry Middle School, and Smithton Middle School.** The general location of the project/activity is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) INDEMNIFICATION: To the extent allowed by law the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's performance of its obligations under this Agreement.

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2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (6) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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(10) ACCESS TO RECORDS: The Grantee and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc.

These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Grantee receives reimbursement of their final invoice from the Commission.

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project No. **SRTS-NI-H285 (502)** or contemplated by this Agreement.

(12) MAINTENANCE OF DEVELOPMENT: If the project/activity identified in Paragraph 2, above, involves the construction or dedication of public improvements, the Grantee shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the Grantee shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the Grantee shall inspect and maintain the sidewalks or bike trails constructed by this project/activity in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the Grantee fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the Grantee in writing of the Grantee's failure to maintain the improvement. If the Grantee continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the Grantee. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(13) PLANS: The Grantee shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Any federal funds for Safe Routes to School activities shall only be available for reimbursement of eligible costs which have been incurred by Grantee. **Any costs incurred by Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.** The ratio for federal reimbursement of eligible costs for the herein project/activity is 100% up to a maximum of **\$20,000**. Any costs for the herein project/activity which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of Grantee. The Commission shall not be responsible for any costs associated with the herein project/activity unless specifically identified in this Agreement

or subsequent written amendments. The Commission shall not provide more than **Twenty Thousand dollars (\$20,000)** for this Safe Routes to School project/activity.

(B) The authority to advertise for bids shall be granted by the Commission when all right-of-way clearances, environmental clearances, and the approval of the Plans, Specification, and Estimate have been completed. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(C) In the event that the Grantee does not submit the Plans, Specification, and Estimate for this project/activity by Grantee, and does not have construction authorization (authority to advertise for bids) by **December 1, 2010**, the Grantee agrees to reimburse the Commission for any monies previously reimbursed to the Grantee under this Agreement. All monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(D) In the event that the Grantee does not complete the project/activity within the timelines set forth in the Safe Routes to School Administrative Guidelines Issued 02/01/08, all monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time to the Commission. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(E) The Grantee shall complete the "SURVEY ABOUT WALKING AND BIKING TO SCHOOL FOR PARENTS" (Survey) for each child in the grades Kindergarten (K) through 8 of each school involved in the application. An example of the Survey form is attached hereto as Exhibit B and incorporated herein by reference. The Grantee shall complete the Survey prior to the project/activity beginning. The Grantee shall complete the Survey again within 6 months following the completion of the project/activity. The Grantee shall complete the "SAFE ROUTES TO SCHOOL STUDENT ARRIVAL AND DEPARTURE TALLY SHEET" (Tally Sheet) for each child in the grades of K-8 of each school listed in the application prior to the project/activity beginning and again within 6 months following the completion of the project/activity. An example of the Tally Sheet form is attached hereto as Exhibit C and incorporated herein by reference. **The Surveys and Tally Sheets are a requirement of the applicant per the Safe Routes to School Administrative Guidelines Issued 02/01/08. All costs incurred by the Grantee for the Surveys or Tally Sheets are non-reimbursable. In the event that the Grantee does not meet these requirements, all monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time to the Commission.**

(15) USE OF FUNDS: Any employee of Grantee whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective

office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of Grantee participates in activities prohibited by the Hatch Act, Grantee shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(16) PROGRESS PAYMENTS: The Grantee may request that progress payments be made during the construction of the herein improvements. The Grantee shall submit to the Commission any invoice for progress payments no less than on a monthly basis. The Grantee shall repay any progress payments which involve ineligible costs.

(17) PERMITS: The Grantee shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation. If this improvement is on the right of way of the Commission, the Grantee must secure a permit from the Commission prior to the start of any work on the right of way. The Grantee shall comply with any additional conditions placed on the issuance of the permit by the Commission, including, but not limited to any bonding requirements of the Commission.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project/activity. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Safe Routes to School Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project/activity. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project/activity shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES: The Commission will advise the Grantee of any required goals for participation by disadvantaged business enterprises to be included in the Grantee proposal for the work to be performed. The Grantee shall submit for Commission approval a disadvantaged business enterprise goal or plan. The Grantee shall comply with the plan or goal that is approved by the

Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) NOTICE TO BIDDERS: The Grantee shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project/activity costs. The United States Government shall reimburse the Grantee, through the Commission, any monies due. The Grantee shall refund any overpayments as determined by the final audit.

(24) OMB AUDIT: If the Grantee expends five hundred thousand (\$500,000) or more in a year in federal finance assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within thirty (30) days of the issuance of the report. Subject to the requirements of OMB Circular A-133, if the Grantee expend(s) less than five hundred thousand (\$500,000) in a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA

Title _____

By _____
H. William Watkins
Title City Manager

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Sheela Amin
Title City Clerk

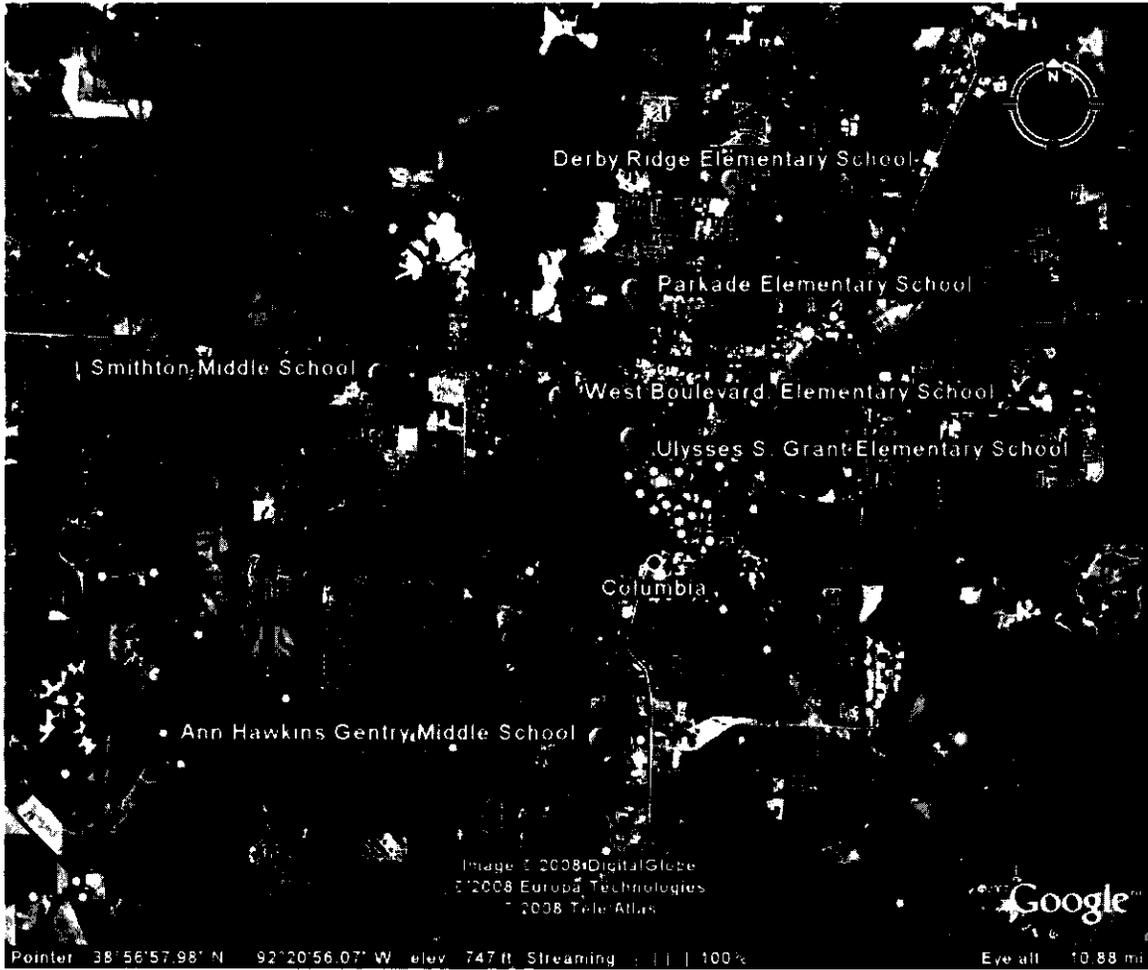
Approved as to Form:

Approved as to Form:

Commission Counsel

Fred Boeckmann
Title City Counselor

Ordinance No _____



SRTS-NI-H285 (502)

EXHIBIT A

SURVEY ABOUT WALKING AND BIKING TO SCHOOL - FOR PARENTS -

Dear Parent or Caregiver,

Your child's school wants to learn your thoughts about children walking and biking to school. This survey will take about 10 - 15 minutes to complete. We ask that each family complete only one survey per school your children attend. If more than one child from a school brings a survey home, please fill out the survey for the child with the next birthday from today's date.

After you have completed this survey, send it back to the school with your child or give it to the teacher. Your responses will be kept confidential and neither your name nor your child's name will be associated with any results. **Thank you for participating in this survey!**

These first few questions gather some general and background information.
Remember, all information will be confidential, and no identifying information will be released.

1. What is the grade of the child who brought home this survey? (K - 8) _____ grade
2. Is the child who brought home this survey male or female? MALE FEMALE
3. How many children do you have in Kindergarten through 8th grade? _____ children
4. What is your ZIP Code? (please provide ZIP +4 if known) _____ ZIP code
(note: many utility bills will show your ZIP +4)
5. How far does your child live from school? (choose one)

<input type="checkbox"/> a. less than 1/4 mile <input type="checkbox"/> b. 1/4 mile up to 1/2 mile <input type="checkbox"/> c. 1/2 mile up to 1 mile	<input type="checkbox"/> d. 1 mile up to 2 miles <input type="checkbox"/> e. More than 2 miles <input type="checkbox"/> f. Don't know
--	---

6. On most days, how does your child arrive at school and leave for home after school? (circle one choice per column)

Arrive at school

- a. Walk
- b. Bike
- c. School Bus
- d. Family vehicle (only with children from your family)
- e. Carpool (riding with children from other families)
- f. Transit (city bus, subway, etc.)
- g. Other (skateboard, scooter, inline skates, etc.)

Leave for home

- a. Walk
- b. Bike
- c. School Bus
- d. Family vehicle (only with children from your family)
- e. Carpool (riding with children from other families)
- f. Transit (city bus, subway, etc.)
- g. Other (skateboard, scooter, inline skates, etc.)

7. How long does it normally take your child to get to/from school? (check one choice per column)

Travel time to school

- a. Less than 5 minutes
- b. 5 - 10 minutes
- c. 11 - 20 minutes
- d. More than 20 minutes
- e. Don't know / Not sure

Travel time from school

- a. Less than 5 minutes
- b. 5 - 10 minutes
- c. 11 - 20 minutes
- d. More than 20 minutes
- e. Don't know / Not sure

8. Has your child asked you for permission to walk or bike to/from school in the last year? (check one box) YES NO

9. At what grade would you allow your child to walk or bike without an adult to/from school? (select a grade between K-8)

Grade (K-8) _____ (or I would not feel comfortable at any grade)

10. Which of the following issues affected your decision to allow, or not allow, your child to walk or bike to/from school? (check all that apply)

- Distance
- Convenience of driving
- Time
- Child's participation in before/after-school activities
- Speed of traffic along route
- Amount of traffic along route
- Adults to walk or bike with
- Sidewalks or pathways
- Safety of intersections and crossings
- Crossing guards
- Violence or crime
- Weather or climate
- Other _____
- Other _____

11. Would you probably let your child walk or bike to/from school if this problem were changed or improved? (circle one per line)

My child already walks or bikes to/from school)

	YES	NO	Not Sure
<input type="checkbox"/> Distance			
<input type="checkbox"/> Convenience of driving			
<input type="checkbox"/> Time			
<input type="checkbox"/> Child's participation in before/after-school activities			
<input type="checkbox"/> Speed of traffic along route			
<input type="checkbox"/> Amount of traffic along route			
<input type="checkbox"/> Adults to walk or bike with			
<input type="checkbox"/> Sidewalks or pathways			
<input type="checkbox"/> Safety of intersections and crossings			
<input type="checkbox"/> Crossing guards			
<input type="checkbox"/> Violence or crime			
<input type="checkbox"/> Weather or climate			
<input type="checkbox"/> Other _____			
<input type="checkbox"/> Other _____			

12. In your opinion, how much does your child's school encourage or discourage walking and biking to/from school? (check one box)

- Strongly Encourage Encourage Neither Discourage Strongly Discourage

(Questions 13 and 14) Please answer these two questions based on your feelings (or what your child has told you) about your child walking or biking to/from school *whether or not your child actually walks or bikes to/from school.*

13. How much FUN is walking or biking to/from school for your child? (check one box)

Very Fun Fun Neutral Boring Very Boring

14. How HEALTHY is walking or biking to/from school for your child? (check one box)

Very Healthy Healthy Neutral Unhealthy Very Unhealthy

15. (a) How many full years of regular school have you completed? _____ years

(grade school through graduate school)

(b) Your spouse/partner's education? (if applicable) _____ years

16. Please provide any additional comments below (use the back of this page, if needed):

Thank you for participating in this survey!

Interested in Learning More?

If you are interested in discussing the conditions related to walking or biking to your child's school, please provide your contact information below (*Your name will not be associated with the results of this survey!*):

Name: _____

Email: _____

Address: _____

Phone: _____

SAFE ROUTES TO SCHOOL

STUDENT ARRIVAL AND DEPARTURE TALLY SHEET

School Name: _____ Grade: _____ # of students enrolled in class _____

Teacher: _____ Monday's Date: _____

School's Zip Code _____ (used to identify weather conditions)

Teachers, here are simple instructions for using this form:

- Please conduct these counts **each of the five days of the assigned week**.
- Before asking your students to raise their hands to indicate the *one answer* that is correct for them, read through all potential answers so they will know what the choices are.
- Ask your students as a group the question **"How did you arrive at school today?"**
- Read each answer and record the number of students that raised their hands for each.
- Follow the same procedure for the question **"How do you plan to leave for home after school?"**
- Please conduct this count regardless of weather conditions (i.e., ask these questions on rainy days, too).

Step 1. Fill in the weather conditions and number of students in class each day			Step 2. Ask students "How did you arrive at school today?" and "How do you plan to leave for home after school?" (record number of hands for each answer)							
	Weather S= sunny R= rainy C= cloudy Sn= snow	Number of Students (in class when count made)	Walk	Bike	School Bus	Parent's Car (only with children from your family)	Carpool (riding with children from other families)	Transit (city bus, subway, etc.)	Other (skateboard, scooter, inline skates, etc.)	
Mon AM										
Mon PM										
Tues AM										
Tues PM										
Wed AM										
Wed PM										
Thur AM										
Thur PM										
Fri AM										
Fri PM										

Comments (Please list any disruptions to these counts or any unusual travel conditions to/from the school on the days of the tally):

Thank You for helping gather this information!

CCO Form: HS4
 Approved: 10/06 (BDG)
 Revised: 07/08 (MWH)
 Modified:

CFDA Number: #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: SRTS-NI-H285 (503)
 Award Year: FY-2009
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 SAFE ROUTES TO SCHOOL PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Columbia (hereinafter, "Grantee").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized funds to be used for Safe Routes to School program activities. The Grantee has applied to the Commission for using these funds for qualified purposes. The purpose of this Agreement is to grant the use of such Safe Routes to School funds to the Grantee.

(2) LOCATION AND NATURE OF PROJECT/ACTIVITY: The Safe Routes to School funds which are the subject of this Agreement are for the project/activity at the following location: **Project will involve the City of Columbia and the Columbia School District to host a design charrette for the Garth Ave./Broadway corridor. The school involved in the non-infrastructure agreement involves Grant Elementary School.** The general location of the project/activity is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) INDEMNIFICATION: To the extent allowed by law the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee 's performance of its obligations under this Agreement.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(5) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the Grantee is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (6) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

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These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Grantee receives reimbursement of their final invoice from the Commission.

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(12) MAINTENANCE OF DEVELOPMENT: If the project/activity identified in Paragraph 2, above, involves the construction or dedication of public improvements, the Grantee shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the Grantee shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the Grantee shall inspect and maintain the sidewalks or bike trails constructed by this project/activity in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the Grantee fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the Grantee in writing of the Grantee's failure to maintain the improvement. If the Grantee continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the Grantee. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

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(A) Any federal funds for Safe Routes to School activities shall only be available for reimbursement of eligible costs which have been incurred by Grantee. **Any costs incurred by Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.** The ratio for federal reimbursement of eligible costs for the herein project/activity is 100% up to a maximum of **\$15,775**. Any costs for the herein project/activity which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of Grantee. The Commission shall not be responsible for any costs associated with the herein project/activity unless specifically identified in this Agreement

or subsequent written amendments. The Commission shall not provide more than **Fifteen Thousand Seven Hundred Seventy Five dollars (\$15,775)** for this Safe Routes to School project/activity.

(B) The authority to advertise for bids shall be granted by the Commission when all right-of-way clearances, environmental clearances, and the approval of the Plans, Specification, and Estimate have been completed. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(C) In the event that the Grantee does not submit the Plans, Specification, and Estimate for this project/activity by Grantee, and does not have construction authorization (authority to advertise for bids) by **December 1, 2010**, the Grantee agrees to reimburse the Commission for any monies previously reimbursed to the Grantee under this Agreement. All monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

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(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project/activity. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Safe Routes to School Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project/activity. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project/activity shall be credited according to 23 U.S.C. §323.

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goal or plan. The Grantee shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA

Title _____

By _____
H. William Watkins
Title City Manager

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Sheela Amin
Title City Clerk

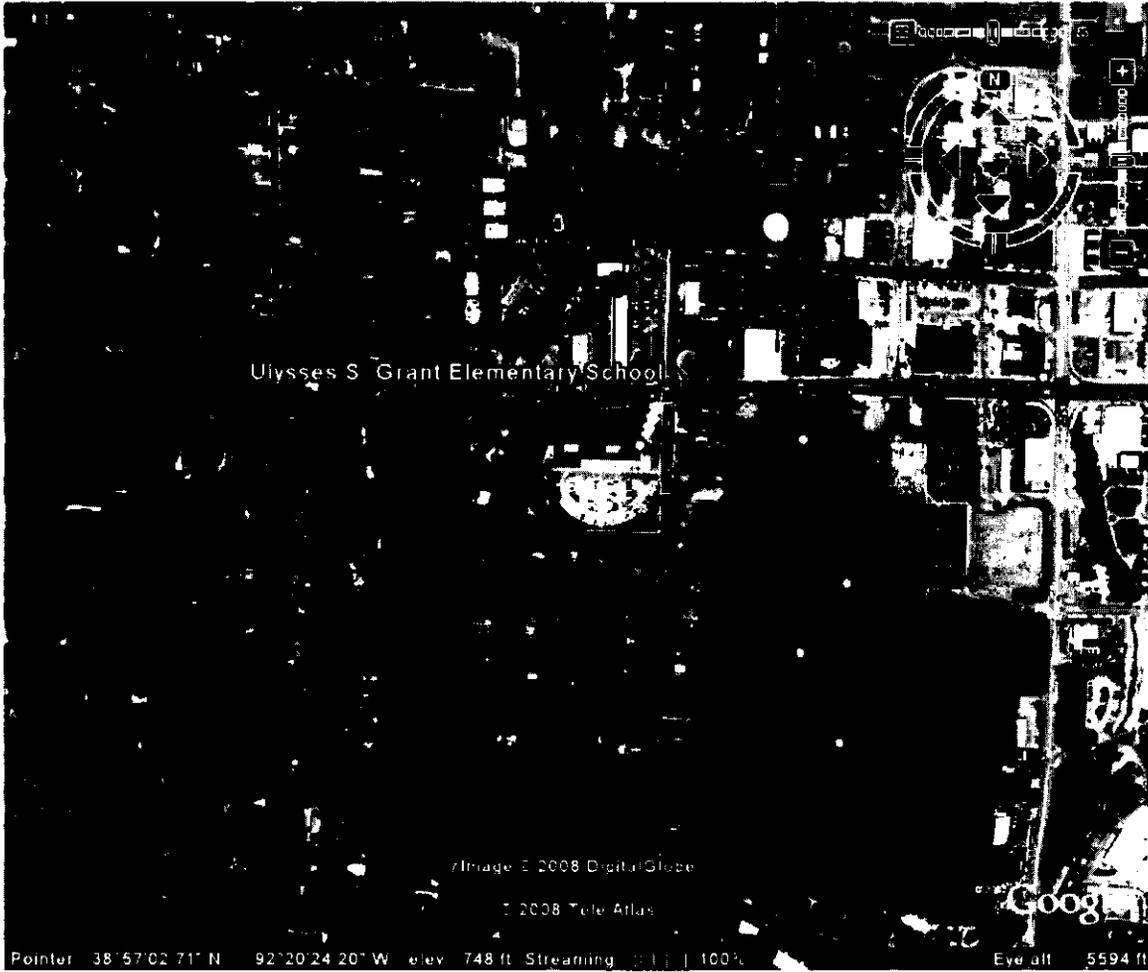
Approved as to Form:

Approved as to Form:

Commission Counsel

Fred Boeckmann
Title City Counselor

Ordinance No _____



SRTS-NI-H285 (503)

EXHIBIT A

SURVEY ABOUT WALKING AND BIKING TO SCHOOL - FOR PARENTS -

Dear Parent or Caregiver,

Your child's school wants to learn your thoughts about children walking and biking to school. This survey will take about 10 - 15 minutes to complete. We ask that each family complete only one survey per school your children attend. If more than one child from a school brings a survey home, please fill out the survey for the child with the next birthday from today's date.

After you have completed this survey, send it back to the school with your child or give it to the teacher. Your responses will be kept confidential and neither your name nor your child's name will be associated with any results. **Thank you for participating in this survey!**

These first few questions gather some general and background information.
Remember, all information will be confidential, and no identifying information will be released.

1. What is the grade of the child who brought home this survey? (K – 8) _____ grade
2. Is the child who brought home this survey male or female? MALE FEMALE
3. How many children do you have in Kindergarten through 8th grade? _____ children
4. What is your ZIP Code? (please provide ZIP +4 if known) _____ ZIP code
(note: many utility bills will show your ZIP +4)
5. How far does your child live from school? (choose one)

<input type="checkbox"/> a. less than 1/4 mile <input type="checkbox"/> b. 1/4 mile up to 1/2 mile <input type="checkbox"/> c. 1/2 mile up to 1 mile	<input type="checkbox"/> d. 1 mile up to 2 miles <input type="checkbox"/> e. More than 2 miles <input type="checkbox"/> f. Don't know
--	---

6. On most days, how does your child arrive at school and leave for home after school? (circle one choice per column)

Arrive at school

- a. Walk
- b. Bike
- c. School Bus
- d. Family vehicle (only with children from your family)
- e. Carpool (riding with children from other families)
- f. Transit (city bus, subway, etc.)
- g. Other (skateboard, scooter, inline skates, etc.)

Leave for home

- a. Walk
- b. Bike
- c. School Bus
- d. Family vehicle (only with children from your family)
- e. Carpool (riding with children from other families)
- f. Transit (city bus, subway, etc.)
- g. Other (skateboard, scooter, inline skates, etc.)

7. How long does it normally take your child to get to/from school? (check one choice per column)

Travel time to school

- a. Less than 5 minutes
- b. 5 - 10 minutes
- c. 11 - 20 minutes
- d. More than 20 minutes
- e. Don't know / Not sure

Travel time from school

- a. Less than 5 minutes
- b. 5 - 10 minutes
- c. 11 - 20 minutes
- d. More than 20 minutes
- e. Don't know / Not sure

8. Has your child asked you for permission to walk or bike to/from school in the last year? (check one box) YES NO

9. At what grade would you allow your child to walk or bike without an adult to/from school? (select a grade between K-8)

Grade (K-8) _____ (or I would not feel comfortable at any grade)

10. Which of the following issues affected your decision to allow, or not allow, your child to walk or bike to/from school? (check all that apply)

- Distance
- Convenience of driving
- Time
- Child's participation in before/after-school activities
- Speed of traffic along route
- Amount of traffic along route
- Adults to walk or bike with
- Sidewalks or pathways
- Safety of intersections and crossings
- Crossing guards
- Violence or crime
- Weather or climate
- Other _____
- Other _____

11. Would you probably let your child walk or bike to/from school if this problem were changed or improved? (circle one per line)

(My child already walks or bikes to/from school)

- | | | |
|-----|----|----------|
| YES | NO | Not Sure |

12. In your opinion, how much does your child's school encourage or discourage walking and biking to/from school? (check one box)

- Strongly Encourage Encourage Neither Discourage Strongly Discourage

(Questions 13 and 14) Please answer these two questions based on your feelings (or what your child has told you) about your child walking or biking to/from school *whether or not your child actually walks or bikes to/from school*.

13. How much FUN is walking or biking to/from school for your child? (check one box)

Very Fun Fun Neutral Boring Very Boring

14. How HEALTHY is walking or biking to/from school for your child? (check one box)

Very Healthy Healthy Neutral Unhealthy Very Unhealthy

15. (a) How many full years of regular school have you completed? _____ years

(grade school through graduate school)

(b) Your spouse/partner's education? (if applicable) _____ years

16. Please provide any additional comments below (use the back of this page, if needed):

Thank you for participating in this survey!

Interested in Learning More?

If you are interested in discussing the conditions related to walking or biking to your child's school, please provide your contact information below (Your name will not be associated with the results of this survey!):

Name: _____

Email: _____

Address: _____

Phone: _____

SAFE ROUTES TO SCHOOL

STUDENT ARRIVAL AND DEPARTURE TALLY SHEET

School Name: _____ Grade: _____ # of students enrolled in class _____

Teacher: _____ Monday's Date: _____

School's Zip Code _____ (used to identify weather conditions)

Teachers, here are simple instructions for using this form:

- Please conduct these counts **each of the five days of the assigned week.**
- Before asking your students to raise their hands to indicate the *one answer* that is correct for them, read through all potential answers so they will know what the choices are.
- Ask your students as a group the question **"How did you arrive at school today?"**
- Read each answer and record the number of students that raised their hands for each.
- Follow the same procedure for the question **"How do you plan to leave for home after school?"**
- Please conduct this count regardless of weather conditions (i.e., ask these questions on rainy days, too).

Step 1. Fill in the weather conditions and number of students in class each day			Step 2. Ask students "How did you arrive at school today?" and "How do you plan to leave for home after school?" (record number of hands for each answer)							
	Weather S= sunny R= rainy C= cloudy Sn= snow	Number of Students (in class when count made)	Walk	Bike	School Bus	Parent's Car (only with children from your family)	Carpool (riding with children from other families)	Transit (city bus, subway, etc.)	Other (skateboard, scooter, inline skates, etc.)	
Mon AM										
Mon PM										
Tues AM										
Tues PM										
Wed AM										
Wed PM										
Thur AM										
Thur PM										
Fri AM										
Fri PM										

Comments (Please list any disruptions to these counts or any unusual travel conditions to/from the school on the days of the tally):

Thank You for helping gather this information!

CCO Form: HS4
Approved: 10/06 (BDG)
Revised: 07/08 (MWH)
Modified:

CFDA Number: #20.205
CFDA Title: Highway Planning and Construction
Award name/number: SRTS-NI-H285 (504)
Award Year: FY-2009
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SAFE ROUTES TO SCHOOL PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Columbia (hereinafter, "Grantee").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The United States Congress has authorized funds to be used for Safe Routes to School program activities. The Grantee has applied to the Commission for using these funds for qualified purposes. The purpose of this Agreement is to grant the use of such Safe Routes to School funds to the Grantee.

(2) **LOCATION AND NATURE OF PROJECT/ACTIVITY:** The Safe Routes to School funds which are the subject of this Agreement are for the project/activity at the following location: **Project will involve the City of Columbia and the Columbia School District to host a design charrette for the Audubon Drive/Shepard Boulevard corridor. The school involved in the non-infrastructure agreement involves Shepard Boulevard Elementary School.** The general location of the project/activity is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) **INDEMNIFICATION:** To the extent allowed by law the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee 's performance of its obligations under this Agreement.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(5) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the Grantee is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (6) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Grantee with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Grantee.

(10) ACCESS TO RECORDS: The Grantee and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc.

These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Grantee receives reimbursement of their final invoice from the Commission.

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project No. **SRTS-NI-H285 (504)** or contemplated by this Agreement.

(12) MAINTENANCE OF DEVELOPMENT: If the project/activity identified in Paragraph 2, above, involves the construction or dedication of public improvements, the Grantee shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the Grantee shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the Grantee shall inspect and maintain the sidewalks or bike trails constructed by this project/activity in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the Grantee fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the Grantee in writing of the Grantee's failure to maintain the improvement. If the Grantee continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the Grantee. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(13) PLANS: The Grantee shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Any federal funds for Safe Routes to School activities shall only be available for reimbursement of eligible costs which have been incurred by Grantee. **Any costs incurred by Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.** The ratio for federal reimbursement of eligible costs for the herein project/activity is 100% up to a maximum of **\$9,275**. Any costs for the herein project/activity which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of Grantee. The Commission shall not be responsible for any costs associated with the herein project/activity unless specifically identified in this Agreement

or subsequent written amendments. The Commission shall not provide more than **Nine Thousand Two Hundred Seventy Five dollars (\$9,275)** for this Safe Routes to School project/activity.

(B) The authority to advertise for bids shall be granted by the Commission when all right-of-way clearances, environmental clearances, and the approval of the Plans, Specification, and Estimate have been completed. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(C) In the event that the Grantee does not submit the Plans, Specification, and Estimate for this project/activity by Grantee, and does not have construction authorization (authority to advertise for bids) by **December 1, 2010**, the Grantee agrees to reimburse the Commission for any monies previously reimbursed to the Grantee under this Agreement. All monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(D) In the event that the Grantee does not complete the project/activity within the timelines set forth in the Safe Routes to School Administrative Guidelines Issued 02/01/08, all monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time to the Commission. **Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.**

(E) The Grantee shall complete the "SURVEY ABOUT WALKING AND BIKING TO SCHOOL FOR PARENTS" (Survey) for each child in the grades Kindergarten (K) through 8 of each school involved in the application. An example of the Survey form is attached hereto as Exhibit B and incorporated herein by reference. The Grantee shall complete the Survey prior to the project/activity beginning. The Grantee shall complete the Survey again within 6 months following the completion of the project/activity. The Grantee shall complete the "SAFE ROUTES TO SCHOOL STUDENT ARRIVAL AND DEPARTURE TALLY SHEET" (Tally Sheet) for each child in the grades of K-8 of each school listed in the application prior to the project/activity beginning and again within 6 months following the completion of the project/activity. An example of the Tally Sheet form is attached hereto as Exhibit C and incorporated herein by reference. **The Surveys and Tally Sheets are a requirement of the applicant per the Safe Routes to School Administrative Guidelines Issued 02/01/08. All costs incurred by the Grantee for the Surveys or Tally Sheets are non-reimbursable. In the event that the Grantee does not meet these requirements, all monies previously programmed or spent for this project/activity shall be surrendered by the Grantee at this time to the Commission.**

(15) USE OF FUNDS: Any employee of Grantee whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain

partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of Grantee participates in activities prohibited by the Hatch Act, Grantee shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

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(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project/activity. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Safe Routes to School Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

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[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA

Title _____

By _____
H. William Watkins
Title City Manager

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Sheela Amin
Title City Clerk

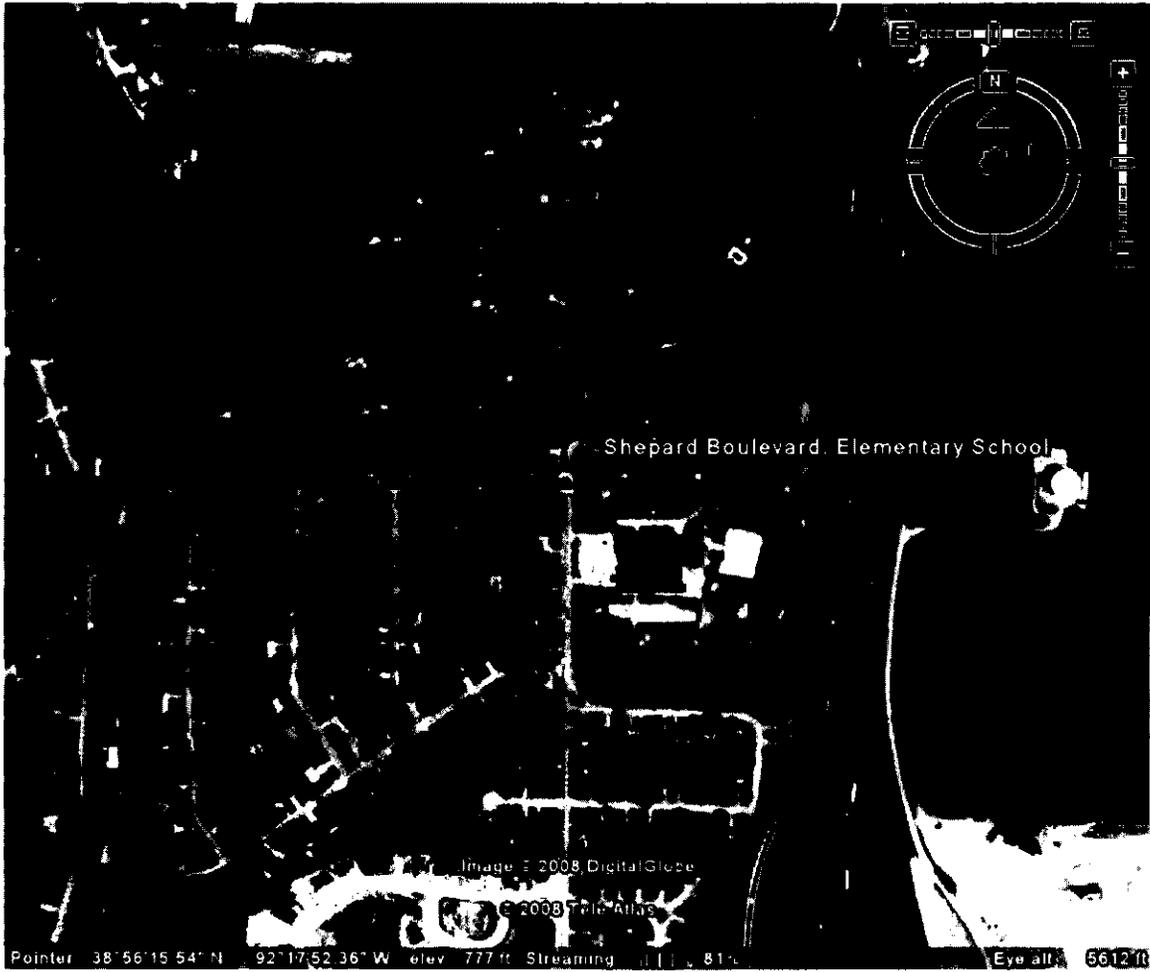
Approved as to Form:

Approved as to Form:

Commission Counsel

Fred Boeckmann
Title City Counselor

Ordinance No _____



SRTS-NI-H285 (504)

EXHIBIT A

SURVEY ABOUT WALKING AND BIKING TO SCHOOL - FOR PARENTS -

Dear Parent or Caregiver,

Your child's school wants to learn your thoughts about children walking and biking to school. This survey will take about 10 - 15 minutes to complete. We ask that each family complete only one survey per school your children attend. If more than one child from a school brings a survey home, please fill out the survey for the child with the next birthday from today's date.

After you have completed this survey, send it back to the school with your child or give it to the teacher. Your responses will be kept confidential and neither your name nor your child's name will be associated with any results. **Thank you for participating in this survey!**

These first few questions gather some general and background information.
Remember, all information will be confidential, and no identifying information will be released.

1. What is the grade of the child who brought home this survey? (K – 8) _____ grade
2. Is the child who brought home this survey male or female? MALE FEMALE
3. How many children do you have in Kindergarten through 8th grade? _____ children
4. What is your ZIP Code? (please provide ZIP +4 if known) _____ ZIP code
(note: many utility bills will show your ZIP +4)
5. How far does your child live from school? (choose one)

<input type="checkbox"/> a. less than 1/4 mile <input type="checkbox"/> b. 1/4 mile up to 1/2 mile <input type="checkbox"/> c. 1/2 mile up to 1 mile	<input type="checkbox"/> d. 1 mile up to 2 miles <input type="checkbox"/> e. More than 2 miles <input type="checkbox"/> f. Don't know
--	---

6. On most days, how does your child arrive at school and leave for home after school? (circle one choice per column)

Arrive at school

- a. Walk
- b. Bike
- c. School Bus
- d. Family vehicle (only with children from your family)
- e. Carpool (riding with children from other families)
- f. Transit (city bus, subway, etc.)
- g. Other (skateboard, scooter, inline skates, etc.)

Leave for home

- a. Walk
- b. Bike
- c. School Bus
- d. Family vehicle (only with children from your family)
- e. Carpool (riding with children from other families)
- f. Transit (city bus, subway, etc.)
- g. Other (skateboard, scooter, inline skates, etc.)

7. How long does it normally take your child to get to/from school? (check one choice per column)

Travel time to school

- a. Less than 5 minutes
- b. 5 - 10 minutes
- c. 11 - 20 minutes
- d. More than 20 minutes
- e. Don't know / Not sure

Travel time from school

- a. Less than 5 minutes
- b. 5 - 10 minutes
- c. 11 - 20 minutes
- d. More than 20 minutes
- e. Don't know / Not sure

8. Has your child asked you for permission to walk or bike to/from school in the last year? (check one box) YES NO

9. At what grade would you allow your child to walk or bike without an adult to/from school? (select a grade between K-8)
 Grade (K-8) _____ (or I would not feel comfortable at any grade)

10. Which of the following issues affected your decision to allow, or not allow, your child to walk or bike to/from school? (check all that apply)

- Distance
- Convenience of driving
- Time
- Child's participation in before/after-school activities
- Speed of traffic along route
- Amount of traffic along route
- Adults to walk or bike with
- Sidewalks or pathways
- Safety of intersections and crossings
- Crossing guards
- Violence or crime
- Weather or climate
- Other _____
- Other _____

11. Would you probably let your child walk or bike to/from school if this problem were changed or improved? (circle one per line)

(My child already walks or bikes to/from school)

- | | | |
|-----|----|----------|
| YES | NO | Not Sure |

12. In your opinion, how much does your child's school encourage or discourage walking and biking to/from school? (check one box)

- Strongly Encourage Encourage Neither Discourage Strongly Discourage

(Questions 13 and 14) Please answer these two questions based on your feelings (or what your child has told you) about your child walking or biking to/from school *whether or not your child actually walks or bikes to/from school*.

13. How much FUN is walking or biking to/from school for your child? (check one box)

Very Fun Fun Neutral Boring Very Boring

14. How HEALTHY is walking or biking to/from school for your child? (check one box)

Very Healthy Healthy Neutral Unhealthy Very Unhealthy

15. (a) How many full years of regular school have you completed? _____ years

(grade school through graduate school)

(b) Your spouse/partner's education? (if applicable) _____ years

16. Please provide any additional comments below (use the back of this page, if needed):

Thank you for participating in this survey!

Interested in Learning More?

If you are interested in discussing the conditions related to walking or biking to your child's school, please provide your contact information below (Your name will not be associated with the results of this survey!):

Name: _____

Email: _____

Address: _____

Phone: _____

SAFE ROUTES TO SCHOOL

STUDENT ARRIVAL AND DEPARTURE TALLY SHEET

School Name: _____ Grade: _____ # of students enrolled in class _____

Teacher: _____ Monday's Date: _____

School's Zip Code _____ (used to identify weather conditions)

Teachers, here are simple instructions for using this form:

- Please conduct these counts **each of the five days of the assigned week.**
- Before asking your students to raise their hands to indicate the *one answer* that is correct for them, read through all potential answers so they will know what the choices are.
- Ask your students as a group the question **"How did you arrive at school today?"**
- Read each answer and record the number of students that raised their hands for each.
- Follow the same procedure for the question **"How do you plan to leave for home after school?"**
- Please conduct this count regardless of weather conditions (i.e., ask these questions on rainy days, too).

Step 1. Fill in the weather conditions and number of students in class each day			Step 2. Ask students "How did you arrive at school today?" and "How do you plan to leave for home after school?" (record number of hands for each answer)							
	Weather S= sunny R= rainy C= cloudy Sn= snow	Number of Students (in class when count made)	Walk	Bike	School Bus	Parent's Car (only with children from your family)	Carpool (riding with children from other families)	Transit (city bus, subway, etc.)	Other (skateboard, scooter, inline skates, etc.)	
Mon AM										
Mon PM										
Tues AM										
Tues PM										
Wed AM										
Wed PM										
Thur AM										
Thur PM										
Fri AM										
Fri PM										

Comments (Please list any disruptions to these counts or any unusual travel conditions to/from the school on the days of the tally):

Thank You for helping gather this information!

Source

Timothy Teddy

TO: City Council

FROM: City Manager and Staff 

DATE: October 13, 2008

RE: Ordinance authorizing City Manager to execute four 2009 contracts for Safe Routes to School (SRTS) grant funding and to appropriate funds for such projects



Fiscal Impact

YES




Other Info.

EXECUTIVE SUMMARY

Staff has prepared an ordinance for Council's consideration that authorizes the City Manager to execute contracts with the Missouri Highway & Transportation Commission for Safe Routes to School funding.

In March 2008, the City made application to MoDOT for Safe Routes to School (SRTS) funding. The City was successful in obtaining SRTS funds for the following projects & amounts, respectively:

1. Gentry, Lange and Smithton Middle Schools – Bicycle safety program commonly known as the "Middle School Bike Team Program", \$13,600.
2. Derby Ridge, Grant, Parkade and West Boulevard Elementary Schools and Gentry and Smithton Middle Schools - Pedestrian and bicycle safety program for the four elementary schools known as the "Walking School Bus In-School Coordinator Program" and enhanced speed/moving violation enforcement at two elementary and two middle schools by Columbia Police, \$20,000.
3. Grant Elementary School – Design charrette for improved pedestrian/bicycle accessibility and improved pick-up/drop-off location, \$15,775.
4. Shepard Boulevard Elementary School – Design charette for enhanced pedestrian accessibility to school, \$9,275.

All of the projects are non-infrastructure programs; no construction or infrastructure improvements will take place. There is no City match required for the SRTS grant funds.

The ordinance would allow the City Manager to act on behalf of the City in executing contracts for the SRTS grant funds. Once the contracts are executed, the City will sub-contract with PedNet and other outside consultants in order to provide services for implementation of the four projects. Staff has met with representatives of Columbia Public Schools and the Pednet Coalition. It is anticipated that all four projects will commence in spring 2009.

SUGGESTED COUNCIL ACTION

Approval of the ordinance.