

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 208-13

AN ORDINANCE

accepting Jenne Lane and a section of Old Route TT for ownership and maintenance from the Missouri Department of Transportation; authorizing road relinquishment agreements with the Missouri Highways and Transportation Commission; 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 following streets are accepted for ownership and maintenance from the Missouri Department of Transportation:

Jenne Lane, from Brown Station Road southerly to Station 4+13.

Old Route TT, from Rothwell Drive at approximate Old Station 90+62.74 west to approximate Old Station 93+95.34.

SECTION 2. The City Manager is hereby authorized to execute a Road Relinquishment Agreement with the Missouri Highways and Transportation Commission as it relates to the relinquishment of Jenne Lane. The form and content of the agreement shall be substantially as set forth in "Exhibit A" 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 Road Relinquishment Agreement with the Missouri Highways and Transportation Commission as it relates to the relinquishment of a portion of Old Route TT. The form and content of the agreement shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 02/10 (AR)
Modified:

Boone County
Jenne Lane
City of Columbia

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and the **City of Columbia** ("Agency").

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

No work to be performed

(3) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey by quitclaim deed, to the Agency the portion of the State Highway which is the subject of this Agreement. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(4) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(5) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(6) LOCATION: The general location of the highway to be conveyed is as follows:

Jenne Lane from Brown Station Road southerly to Station 4+13

The exact description of the highway shall appear in the quitclaim deed.

(7) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(8) COMMISSION REPRESENTATIVE: The Commission's district 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.

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

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

Executed by Agency this _____ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA

Title _____

By: _____
Title Mike Matthes
City Manager
ATTEST

Secretary to the Commission

By _____
Title Sheela Amin
City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

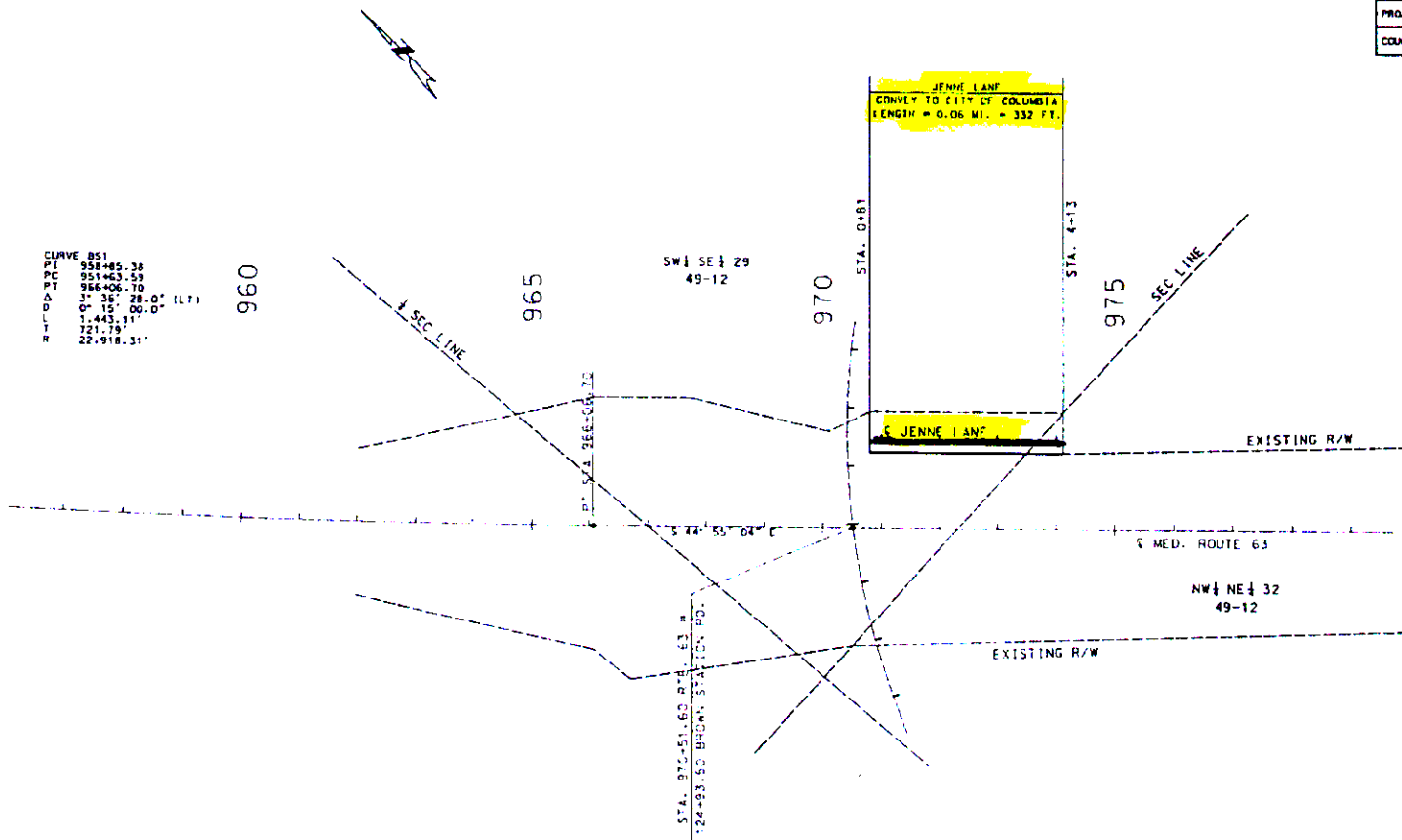
Title Nancy Thompson
City Counselor

Ordinance No. _____

(If the Agency is a City, a copy of the ordinance or resolution which authorizes execution of this Agreement is needed.)

j:\contract\w\w27

MO	MO	DISTRICT	SHEET NO.
JOB NO.			
CONTRACT ID.			
PROJECT NO.			
COUNTY			
DATE			



CURVE BS1
 PT 958+85.38
 PC 951+63.59
 PT 966+06.70
 Δ 3° 36' 28.0" (LT)
 D 0° 15' 00.0"
 L 1.443.11'
 T 221.79'
 R 22.918.31'

960

965

SW 1/4 SE 1/4 29
 49-12

970

975

NW 1/4 NE 1/4 32
 49-12

BOONE COUNTY
 ROUTE 63 - JENNE LANE
 SIDE ROAD OFF BROWN
 STATION ROAD
 JOB NO. F-63-3(44)

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 02/10 (AR)
Modified:

Boone County, Old Route TT
City of Columbia

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MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Title _____

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF COLUMBIA

By: _____
 Mike Matthes
Title City Manager
 ATTEST:

By _____
 Speela Amin
Title City Clerk

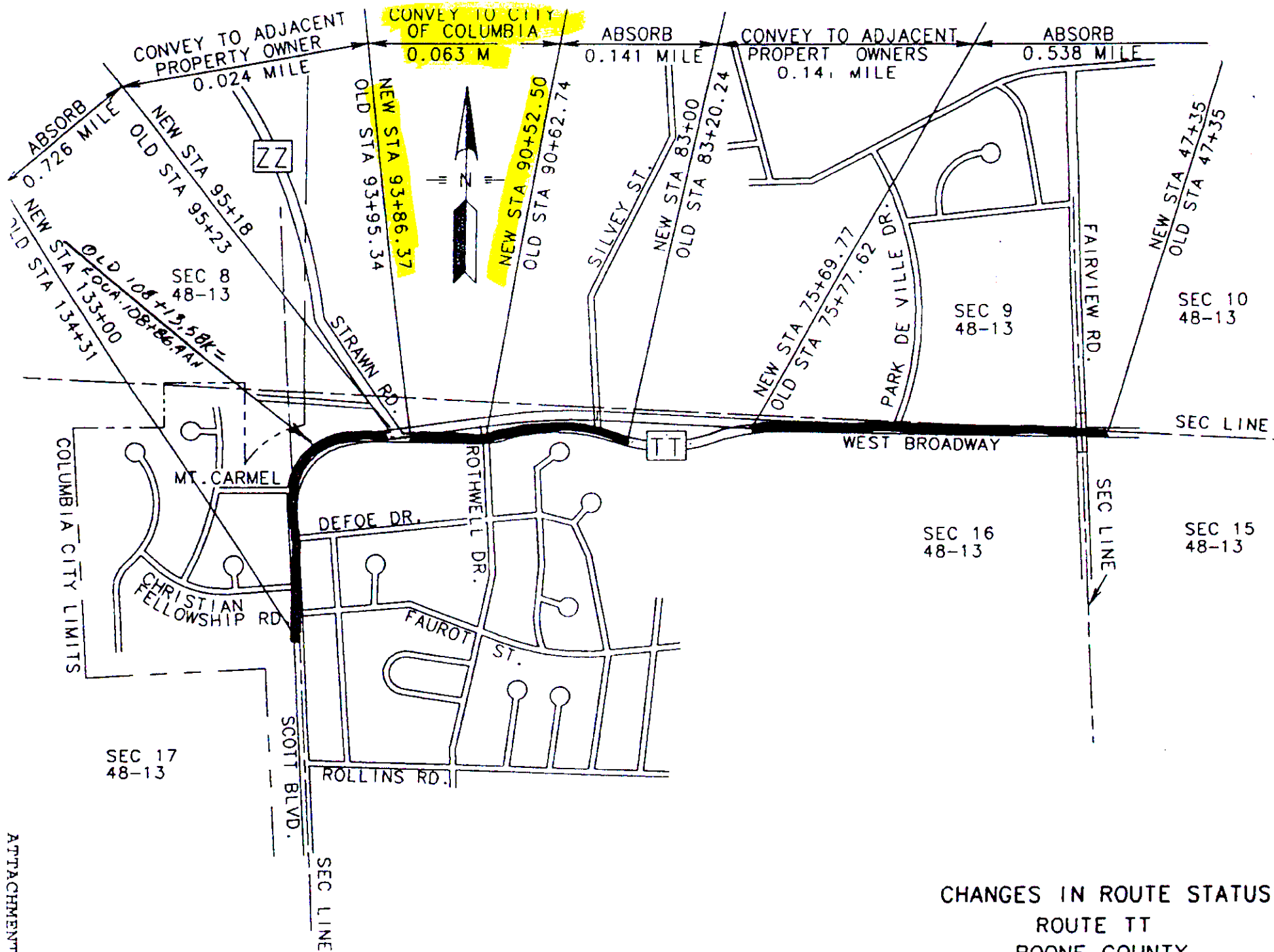
Approved as to Form:

 Nancy Thompson
Title City Counselor

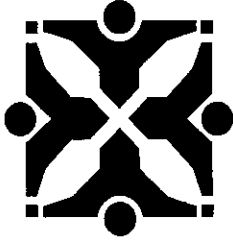
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CHANGES IN ROUTE STATUS
ROUTE TT
BOONE COUNTY



Source: Public Works

gh

Agenda Item No:

To: City Council

From: City Manager and Staff MM

Council Meeting Date: Aug 5, 2013

Re: Road Relinquishment Agreements with Missouri Highways and Transportation Commission

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute two Road Relinquishment agreements with Missouri Highways and Transportation Commission (MHTC) for Jenne Lane and a short section of Old Route TT.

DISCUSSION:

The Road Relinquishment agreements with MHTC will transfer ownership and maintenance of two separate roads to the City of Columbia. Jenne Lane is a short outer road along Hwy 63 at Brown Station Road, and has been upgraded to city standards within the last seven years. Secondly, a short section of Old Route TT from just east of Route ZZ, where Jimmy John's is located, to Rothwell Drive. This section of road now functions as an outer road serving Jimmy Johns and some apartment buildings.

FISCAL IMPACT:

The estimated cost per year is \$1,500 for Jenne Lane and \$1,100 for Old Route TT. Although we would not actually spend that each year, staff intends to add about 0.14/sf each time a new road is added to the City's inventory to cover costs for employees, equipment, fuel, maintenance, reconstruction, sidewalks, etc.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

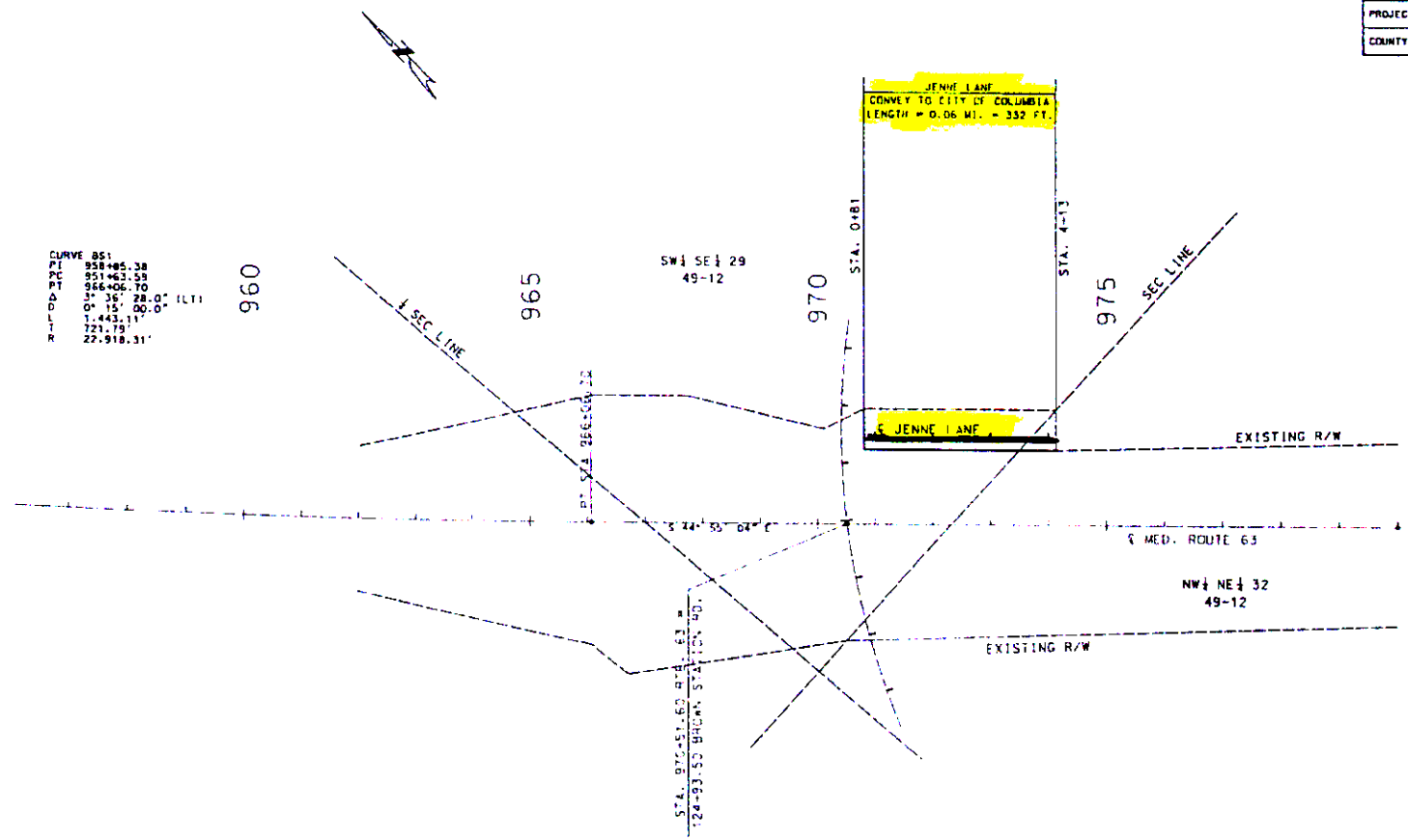
None

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the City Manager to execute Road Relinquishment agreements with MHTC for Jenne Lane and a short section of Old Route TT.

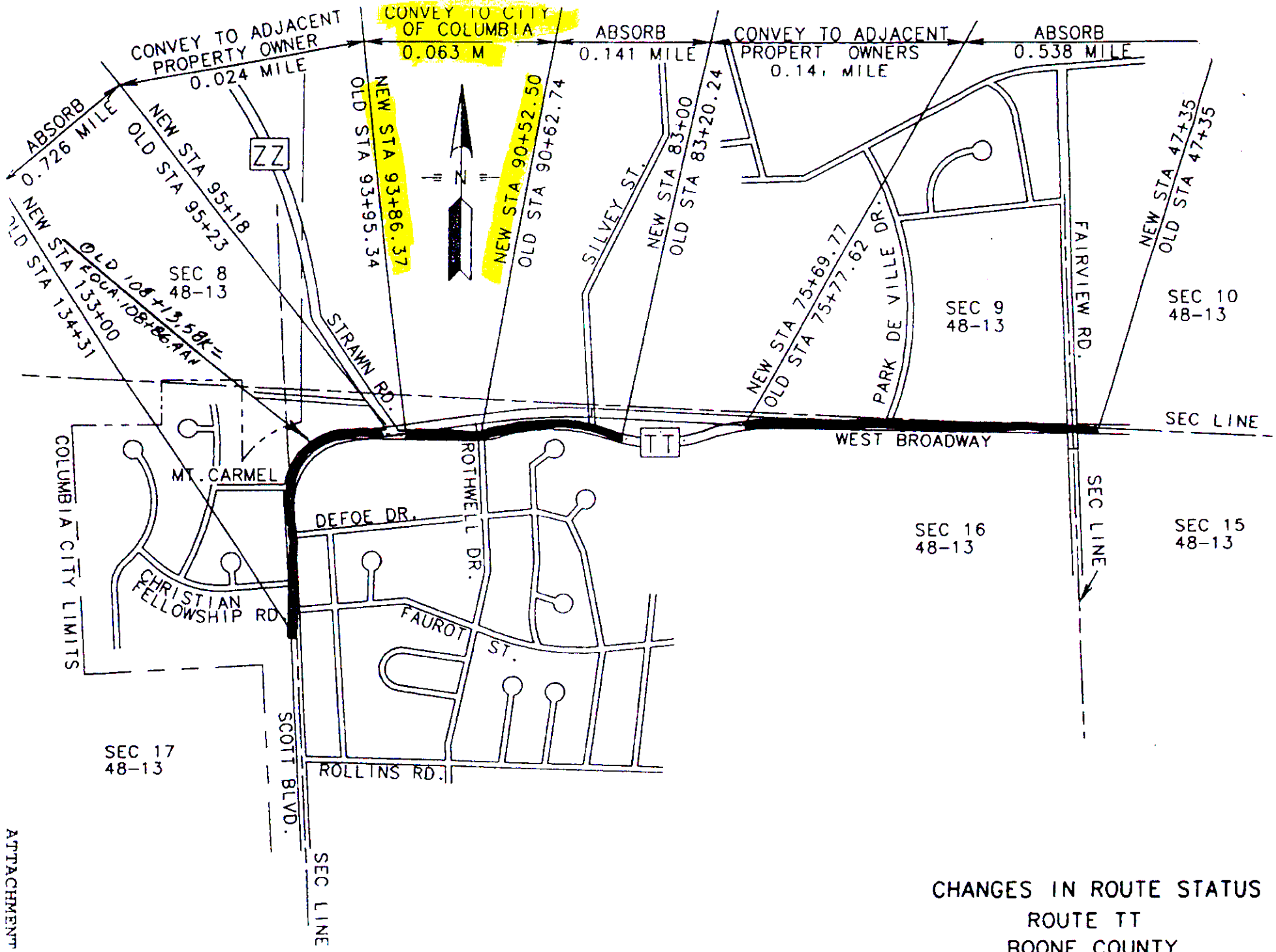
FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	Yes	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

SECTION	DISTRICT	PROJECT NO.	DATE
MO			
JOB NO.			
CONTRACT ID.			
PROJECT NO.			
COUNTY			



CURVE 851
 PVI 958+65.38
 PPT 951+63.53
 PPT 966+06.70
 Δ 3° 36' 28.0" ILT
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 L 1,443.11'
 R 721.79'
 R 22,918.31'

BOONE COUNTY
 ROUTE 63 - JENNE LANE
 SIDE ROAD OFF BROWN
 STATION ROAD
 JOB NO. F-63-3(44)



CHANGES IN ROUTE STATUS
ROUTE TT
BOONE COUNTY