

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 142-13

AN ORDINANCE

authorizing a public infrastructure development cost allocation agreement with The Curators of the University of Missouri for the College Avenue Median/Pedestrian Refuge Project; 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 public infrastructure development cost allocation agreement with The Curators of the University of Missouri for the College Avenue Median/Pedestrian Refuge Project. 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 2. The sum of \$82,375.00 is hereby appropriated from the Miscellaneous Revenue Account No. 440-0000-480.10-00, C00536 and \$659,000.00 is hereby appropriated from the Federal Revenue Account Number 440-0000-461.10-00, C00536 to the College Avenue Crosswalks Project Account No. 440-8800-528.49-90, C00536.

SECTION 3. The sum of \$234,880.00 is hereby appropriated from the Federal Revenue Account Number 440-0000-461.10-00, C00495 to the Garth Sidewalk Leslie/Parkade Project Account No. 440-8800-528.49-90, C00495.

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

CERTIFICATION: I certify there are sufficient funds available in the following accounts to cover the above appropriation:

Miscellaneous Revenue Account No. 440-0000-480.10-00, C00536
Federal Revenue Account Number 440-0000-461.10-00, C00536
Federal Revenue Account Number 440-0000-461.10-00, C00495

Director of Finance

**PUBLIC INFRASTRUCTURE DEVELOPMENT
COST ALLOCATION AGREEMENT**

THIS AGREEMENT dated the _____ day of _____, 2013, is made by and between The Curators of the University of Missouri (herein "University"), and the City of Columbia, Missouri (herein "City").

IN CONSIDERATION of the performance by each party of the respective obligations described herein, the parties agree to and with the following:

1. **BACKGROUND AND PURPOSE OF AGREEMENT** – The City and University may enter into cooperative agreements when necessary to improve public infrastructure. The City and University has determined that there is a need for improvements to College Avenue which consists of the installation of a barrier median on College Avenue from South of University Avenue, north of Rosemary Lane; and extended 1,100 feet to a point 100 feet south of Bouchelle Avenue plus installation of two pedestrian crosswalks. At the September 7, 2012 City Council meeting, Council made a motion to authorize the City Manager to apply to Missouri Department of Transportation (MoDOT) for Safe Routes to School and Transportation Enhancement grants for the above mentioned projects. On November 13, 2012 staff received an email from the MoDOT District Project Manager notifying the City and the University that the College Avenue project was approved for Statewide Transportation Enhancement funds. . The enhancement grant requires a local 20% match of the federal funds. The City and University have had discussions and feel it is appropriate to split the 20% match. The project is subject to the reasonable progress policies as set forth in the MoDOT Enhancement agreement per the Local Public Agency (LPA) Manual requirements. Because the City has considerable LPA process experience, it has assumed the lead on the project and a construction contract needs to be in place by December 1, 2014. For these purposes, the City and University are entering into this written agreement to memorialize the terms and conditions of their agreement.
2. **PROJECT** - The improvements to be designed, constructed and installed under this agreement shall be known as: The College Avenue Pedestrian Crosswalks/Barrier Median Project.
3. **SCOPE OF IMPROVEMENTS** - The general scope of the improvements to be constructed and installed for the Project under this agreement are described as follows:

The project will install a barrier median beginning to the south of University Avenue, north of Rosemary Lane, and extended southward approximately 1,100 feet to a point 100 feet south of Bouchelle Avenue. Two pedestrian crosswalks will be incorporated into the barrier median construction. The north crosswalk will be located approximately 500 feet south of University Avenue, between Rosemary Lane and Wilson Avenue. The southern crosswalk will be located between Wilson Avenue and Bouchelle Avenue.

4. **DESIGN AND CONSTRUCTION** - The project will be designed by an outside Engineering Consultant to be determined, (the "Engineer") and paid as a part of project costs; plans and specifications shall be approved by the City, University and MoDOT; the project shall be administered as provided in paragraph 5 and 6 below. The project shall be constructed, subject to the allocation and payment of costs set forth in the agreement and subject to the other terms and conditions of this agreement. All work shall be in accordance with plans prepared by the Engineer and approved by the City, University and MoDOT.
5. **RIGHT OF WAY AND EASEMENTS** - All construction work should be performed within MoDOT and City right of way and easements. The City is responsible for acquiring by negotiation or condemnation all additional easements or property for the project. No construction work shall be performed with respect to the project unless and until all easements or other property are obtained by negotiation or by condemnation. All acquisition or settlement costs shall counted towards the project costs as provided in paragraph 8 below.
6. **PROJECT ADMINISTRATION** – The City is responsible for informing and communicating with property owners affected by the project with respect to the requirements of the project. The City will be responsible for coordinating, administering and implementing construction work through its construction bidding process. All construction work shall conform to plans prepared by the Engineer and approved by the City, University and MoDOT. The City will be responsible for inspection of construction work for compliance of the plans and specifications. All construction work shall be subject to final City, University and MoDOT approval upon final inspection. The parties agree to comply with all terms and conditions of this agreement and the City acceptance of the median and crosswalks for maintenance as a condition to final acceptance of work.
7. **COMPLIANCE WITH OTHER LAWS** - The agreement requires all parties to comply with all other federal, state and local laws, rules, and regulations pertaining to public works contracts as may be applicable to the City when performing or contracting for performance of construction work required under this agreement, including without limitation domestic and Missouri products purchasing statutes.
8. **ALLOCATION AND PAYMENT OF PROJECT COSTS** – The City's and University's contribution for project costs including acquiring additional easements or property shall be a sum not to exceed eighty two thousand three hundred seventy five dollars (\$ 82,375.00) each. No contract for construction shall be awarded if the lowest and best bid for the Project exceeds the construction budget for the project, including amount established for contingency, unless the parties to this agreement agree to supplement the funding for the project to meet construction costs and contingencies. In

the event overall project costs do not require expenditure of all monies appropriated to fund the obligations created by this agreement, each party shall be entitled to a refund based upon a proportionate percentage which reflects their respective contributions.

9. **ENTIRE AGREEMENT AND AMENDMENT OF AGREEMENT**- This agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this agreement. All parties to this agreement acknowledge that by executing this agreement they have read, considered and understand the terms and conditions of this agreement and consequences thereof.
10. **AUTHORITY OF REPRESENTATIVE SIGNATORIES** - The signatories to this agreement executing this Agreement in a representative capacity affirmatively represent that they obtained all resolutions and orders necessary to enter this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.
11. **BINDING EFFECT** - This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and successors and assigns in office.
12. **SECTION HEADINGS** - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
13. **EXECUTION** - This Agreement may be executed in any number of counter-parts, each of which shall be deemed to be an original but altogether shall constitute but one in the same Agreement.
14. **MUTUAL OBLIGATION OF GOOD FAITH PERFORMANCE** - The parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practicable in fulfilling the general terms and conditions and objectives of this Agreement.

IN WITNESS WHEREOF, the individual parties constituting and representing the City and University, through their original and duly authorized representative signatories have executed this Agreement on the day and year first above written.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: _____

Lisa J. Wimmenauer
Associate Director, Business Services

Approved By

APR 03 2013

KKM

General Counsel via EMAIL

COLUMBIA, MISSOURI

By: _____

Mike Matthes, City Manager

ATTEST:

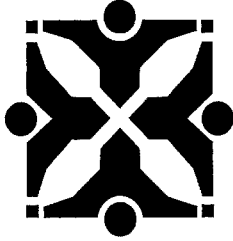
Sheela Amin, City Clerk

APPROVED AS TO FORM:

~~Cavanaugh Noce~~, City Counselor
Nancy Thompson

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account 440-8800-528.49-90 C00536 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

John Blattel, Director of Finance



Source: Public Works *gch*

Agenda Item No:

To: City Council
From: City Manager and Staff *MM*

Council Meeting Date: May 20, 2013

Re: Public Infrastructure Development Cost Allocation Agreement with the University of Missouri and Appropriating Funds for College Avenue Pedestrian Crosswalks/Barrier Median Project and Garth Avenue Sidewalk and Median/Crosswalk Project

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute a Public Infrastructure Development Cost Allocation agreement with the University of Missouri for the College Avenue Pedestrian Crosswalks/Barrier Median project, and appropriating the University's share of the required local match. The Transportation Enhancement funds for the College Avenue project, and the Garth Avenue Sidewalk and Median/Crosswalk project, are also being appropriated with this ordinance.

DISCUSSION:

At the March 4, 2013 Council meeting, Council approved two Transportation Enhancement Fund agreements with the Missouri Highways and Transportation Commission (MHTC) for the College Avenue Pedestrian Crosswalks/Barrier Median project and the Garth Avenue Sidewalk and Median/Crosswalk project.

The College Avenue Pedestrian Crosswalks/Barrier Median project consists of installing a barrier median on College Avenue, from South of University Avenue, north of Rosemary Lane, and extends 1,100 feet to a point 100 feet south of Bouchelle Avenue; plus the installation of two pedestrian crosswalks, at an estimated cost of \$823,750. The University of Missouri has agreed to split the required 20% local match with the City, as outlined in the Public Infrastructure Development Cost Allocation agreement, for a not to exceed amount of \$82,375. The MHTC agreement for this project requires that a construction contract must be in place by December 1, 2014.

The Garth Avenue Sidewalk and Median/Crosswalk project includes a five-foot sidewalk to be constructed on the east side of Garth Avenue between Parkade Boulevard and Leslie Lane, and includes a pedestrian activated flashing light at the intersection of Parkade Boulevard and Garth Avenue, at an estimated cost of \$293,600, with a 20% local match fully funded by the City. The MHTC agreement for this project requires that a construction contract must be in place by June 1, 2014.

FISCAL IMPACT:

The College Avenue Pedestrian project is estimated to cost \$823,750. The City's share of the 20% local match is \$82,375, and has already been transferred to this project from the Annual Sidewalk capital improvement project. The Cost Allocation agreement with the University of Missouri allows for their contribution (local match) not to exceed \$82,375. This amount, as well as the grant funds in the amount of \$659,000, are being appropriated with this ordinance.

The Garth Avenue Sidewalk project is estimated to cost \$293,600. The 20% local match is \$58,720, and has been transferred from the Annual Sidewalk capital improvement project. The grant funds in the amount of \$234,880, or 80% of the total project cost, are being appropriated with this ordinance.

VISION IMPACT:

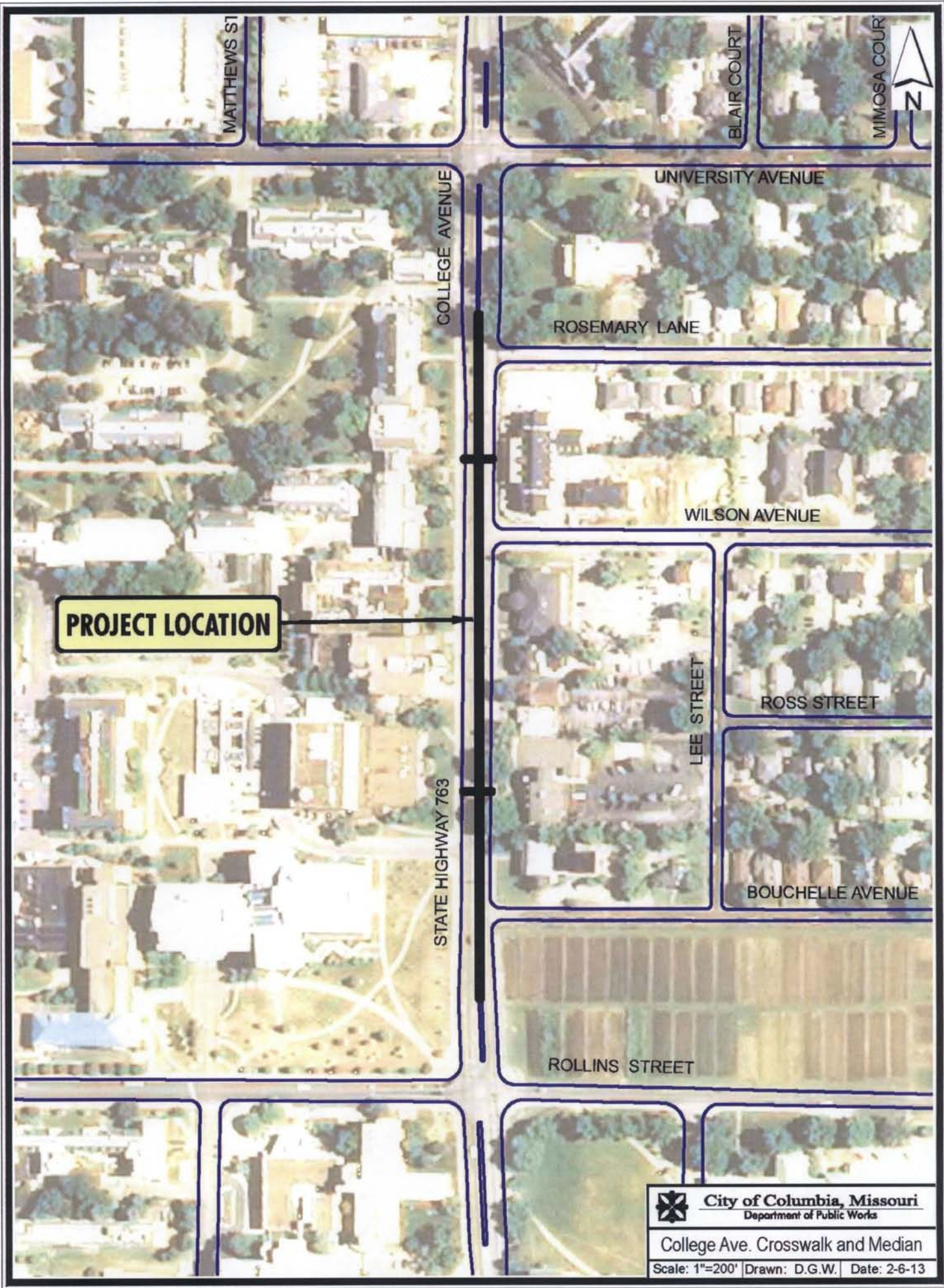
<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

Columbia and central Missouri, a growing urban community, will have a modern transportation system, which allows its citizens to move about freely within the region using whatever means are desired ; automobile, bus, bicycle, walking and to do so safely, within a reasonable time frame, and without encountering needless congestion.

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the City Manager to execute a Public Infrastructure Development Cost Allocation agreement with the University of Missouri and appropriating funds the College Avenue Pedestrian Crosswalks/Barrier Median project and the Garth Avenue Sidewalk and Median/Crosswalk project.

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	\$141,095.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$976,255.00	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?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	13.1.4
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 #	



PROJECT LOCATION

 **City of Columbia, Missouri**
Department of Public Works

College Ave. Crosswalk and Median

Scale: 1"=200' | Drawn: D.G.W. | Date: 2-6-13

