

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 67-14

AN ORDINANCE

authorizing a municipal agreement with the Missouri Highways and Transportation Commission for pavement improvements along portions of Route 163 (Providence Road), Route 763 (Rangeline Road) and Business Loop 70; 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 municipal agreement with the Missouri Highways and Transportation Commission for pavement improvements along portions of Route 163 (Providence Road), Route 763 (Rangeline Road) and Business Loop 70. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CCO Form: DE11
 Approved: 04/93 (CEH)
 Revised: 03/10 (MRA)
 Modified:

Municipal Agreement
 Routes: 163, 763, & Business Loop 70
 County: Boone
 Job Nos.: J5S2230, J5S3011, J5S2231
 & J5S2232

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvements designated as Routes 163, 763, & Business Loop 70, Boone County, Job Nos. J5S2230, J5S3011, J5S2231, & J5S2232 shall consist of pavement improvements.

(2) IMPROVEMENT WITHIN CITY: The improvements within the City are located as follows:

Route 163, Boone County, Job No. J5S2230 [See Exhibit A]

Beginning at Log Mile 0.341, at the intersection of Route 163 and Business Loop 70, run in a generally southerly direction along existing Route 163 to Log Mile 2.200, a point where the centerline of present Route 163 intersects Route 740 (Stadium Blvd.). Length of improvement within city is 1.859 miles.

Route 163, Boone County, Job No. J5S3011 [See Exhibit B]

Beginning at Log Mile 2.207, at the intersection of Route 163 and Route 740, run in a generally southerly direction along existing Route 163 to Log Mile 5.352, a point where the centerline of present Route 163 intersects Route K. Length of improvement within city is 3.145 miles.

Business Loop 70, Boone County, Job No. J5S2231 [See Exhibit C]

Beginning at Log Mile 0.031, at the intersection of Business Loop 70 and Creasy Springs Road, run in a generally easterly direction along existing Business Loop 70 to Log Mile 2.802, a point where the centerline of present Business Loop 70 intersects I-70. Length of improvement within city is 3.100 miles.

This project also includes a portion of Route 163, beginning at Log Mile 0.000, run in a generally southerly direction along existing Route 163 to Log Mile 0.329, a point where the centerline of present Route 163 intersects Business Loop 70. Length of improvement within city is 0.329 miles.

Route 763, Boone County, Job No. J5S2232 [See Exhibit D]

Beginning at Log Mile 3.389, at the intersection of Route 763 and Big Bear Blvd., run in a generally southerly direction along existing Route 763 to Log Mile 4.371, a point where the centerline of present Route 763 intersects Business Loop 70. Length of improvement within city is 0.834 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general locations of the public improvements are shown on attached sketches marked "Exhibit A", "Exhibit B", "Exhibit C", and "Exhibit D" and made a part of this Agreement. The detailed locations of the improvements are shown on the plans prepared by the Commission for the above-designated routes and projects.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job Nos. J5S2230, J5S3011, J5S2231, and J5S2232. The parties' responsibilities with respect to the funding of said improvements are outlined in a separate Cost Participation Agreement between the parties.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job Nos. J5S2230, J5S3011, J5S2231, & J5S2232 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(B) The City agrees that any installation, removal, relocation,

maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract

for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project 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.

(16) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce ordinances Section 14-222 and Section 14-61 (d) relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(17) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(18) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(19) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance,

improvement, construction, or reconstruction of the state highway system in the City.

(20) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

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

(22) COMMISSION REPRESENTATIVE: The Commission's Central 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.

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

(24) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Mr. Mike Matthes
City Manager
City of Columbia
PO Box 6015
Columbia, Missouri 65205
Facsimile No: 573-442-8828

- (B) To the Commission:
Mr. David Silvester, P.E.
District Engineer
Missouri Department of Transportation
1511 Missouri Boulevard, PO Box 718
Jefferson City, Missouri 65102
Facsimile No: 573-522-1059

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile

transmission of that document.

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

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

(27) 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.

(28) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(29) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(30) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[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 City this ____ day of _____, 20__.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF COLUMBIA, MISSOURI

By: _____

By: _____

Title: _____

Mike Matthes, City Manager

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

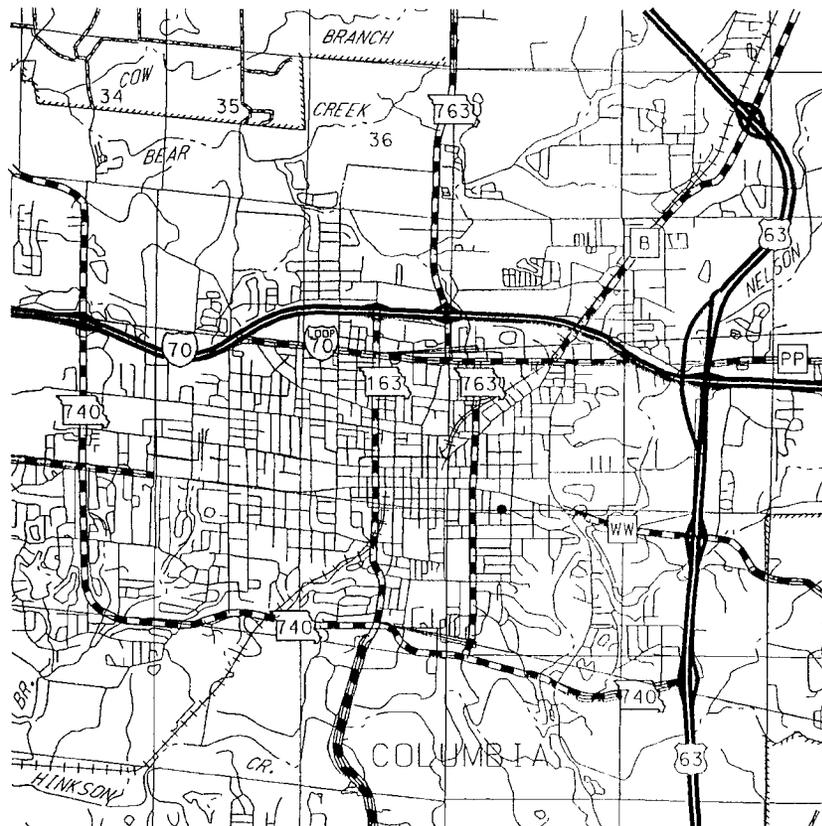
APPROVED AS TO FORM:

Commission Counsel

By: _____

Nancy Thompson, City Counselor

Ordinance Number _____



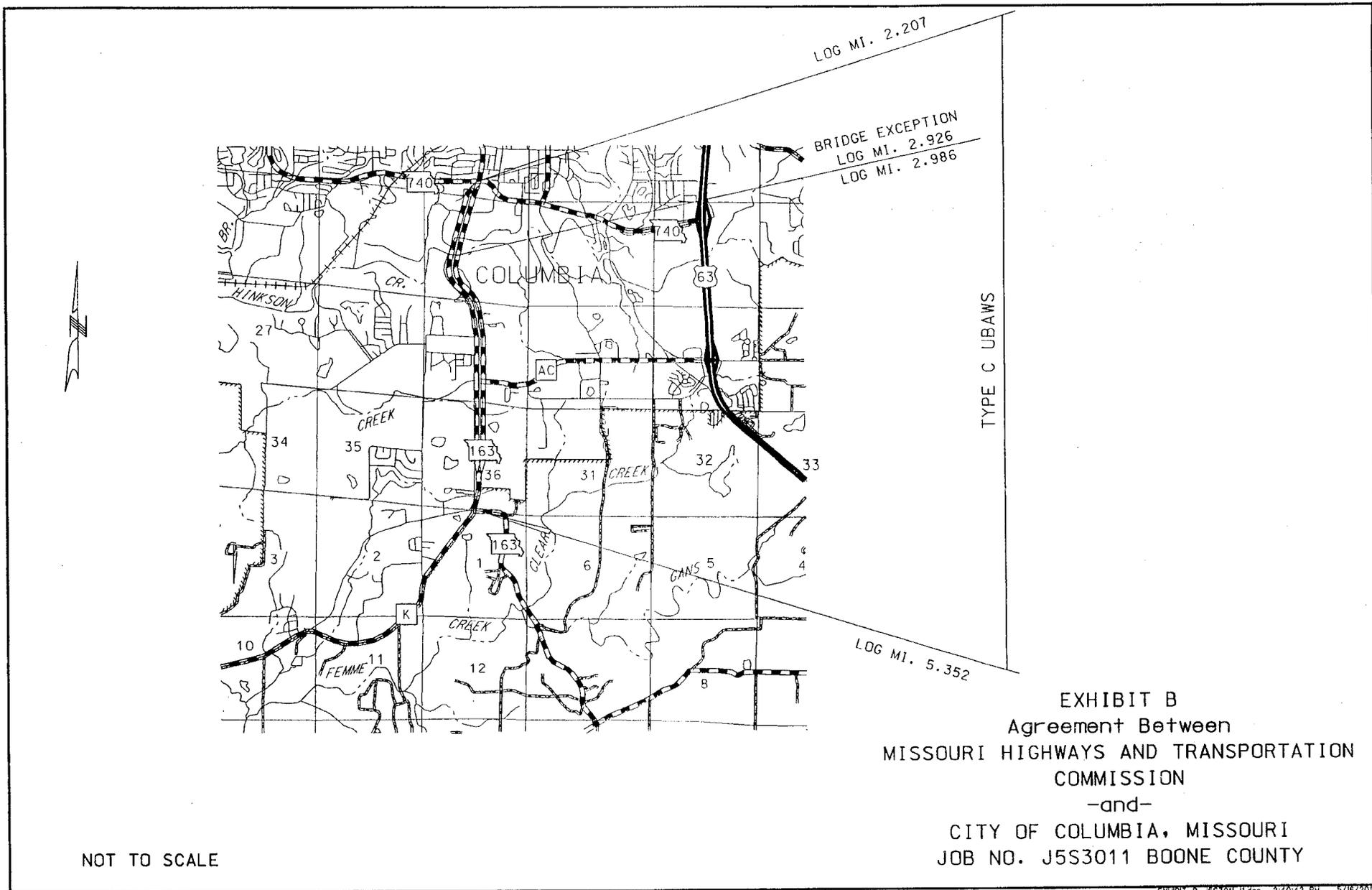
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UBAWS

LOG MI. 2.200

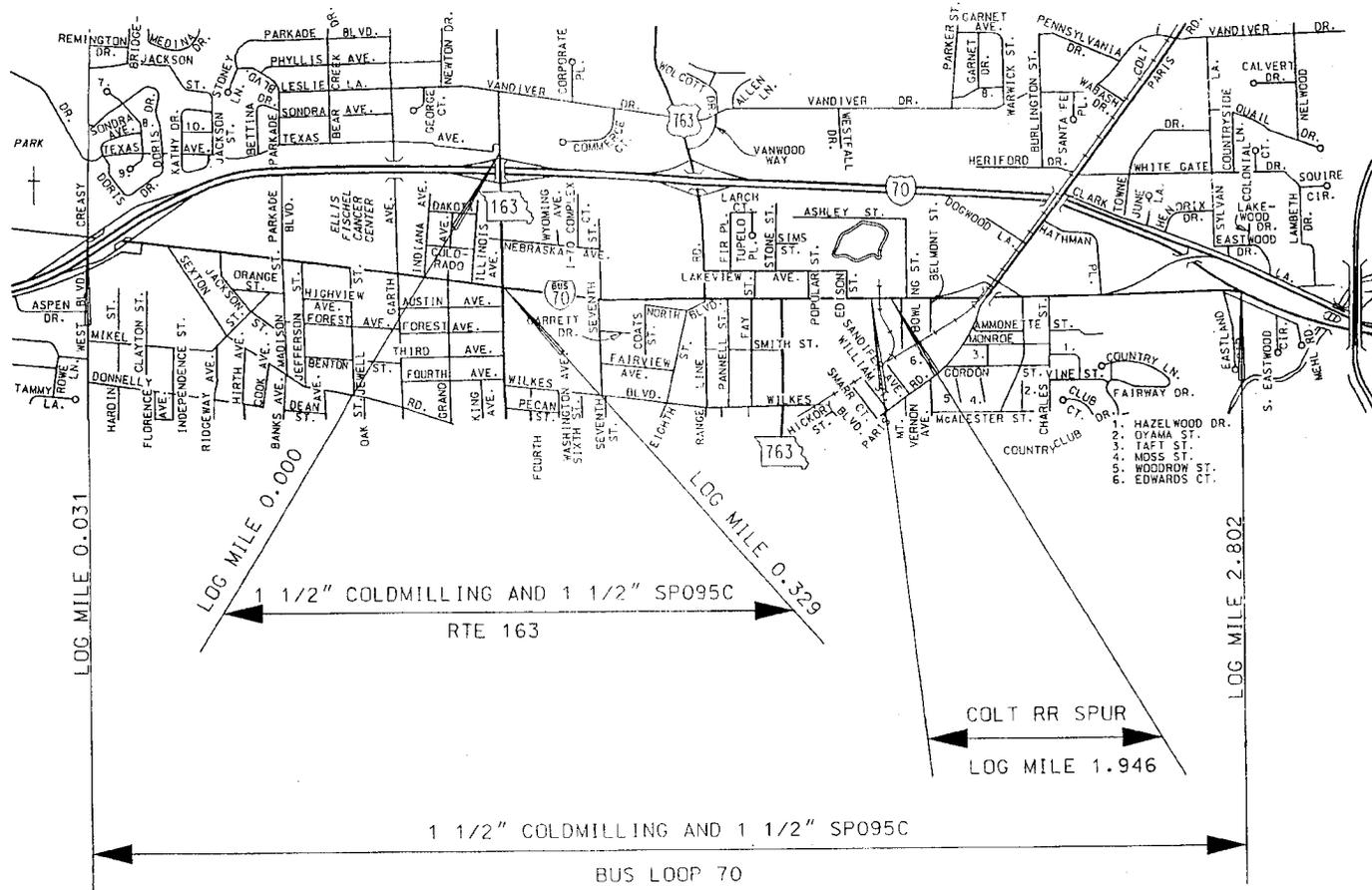
NOT TO SCALE

EXHIBIT A
 Agreement Between
 MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION
 -and-
 CITY OF COLUMBIA, MISSOURI
 JOB NO. J5S2230 BOONE COUNTY



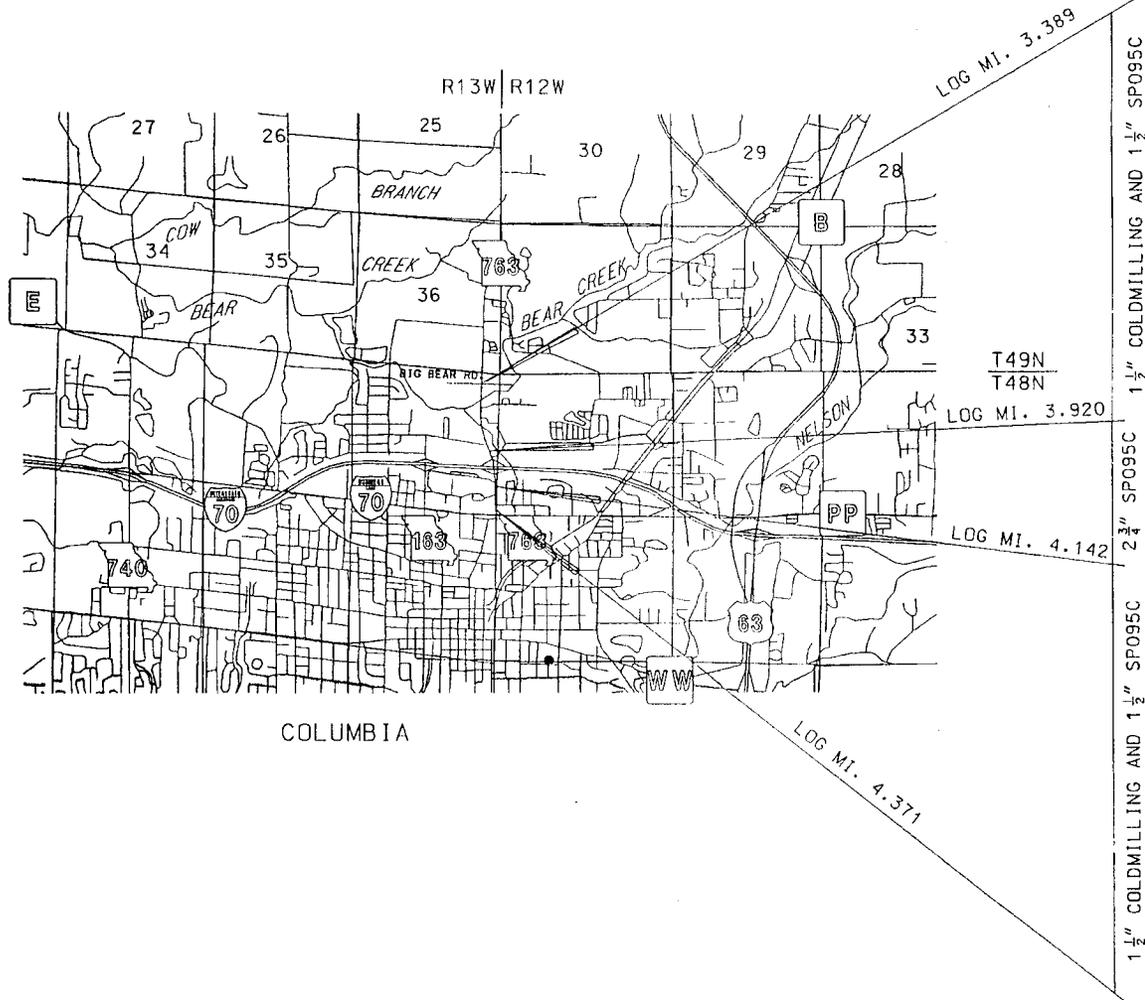
NOT TO SCALE

EXHIBIT B
 Agreement Between
 MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION
 -and-
 CITY OF COLUMBIA, MISSOURI
 JOB NO. J5S3011 BOONE COUNTY



NOT TO SCALE

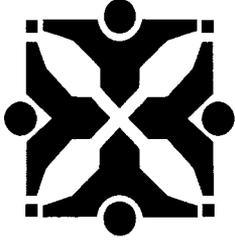
EXHIBIT C
 Agreement Between
 MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISSION
 -and-
 CITY OF COLUMBIA, MISSOURI
 JOB NO. J5S2231 BOONE COUNTY



COLUMBIA

NOT TO SCALE

EXHIBIT D
Agreement Between
MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION
-and-
CITY OF COLUMBIA, MISSOURI
JOB NO. J5S2232 BOONE COUNTY



Source: Public Works

A handwritten signature in black ink, appearing to be 'G. H.' or similar.

Agenda Item No:

To: City Council
From: City Manager and Staff

A handwritten signature in black ink, appearing to be 'M.' or similar.

Council Meeting Date: Mar 17, 2014

Re: Municipal Agreement with MHTC for Pavement Improvements on Portions of Routes 163 (Providence Road, 763 (Rangeline Road) and Business Loop 70

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration legislation authorizing the City Manager to execute a Municipal agreement with the Missouri Highways and Transportation Commission (MHTC) for pavement improvements on portions of Routes 163 (Providence Road), 763 (Rangeline Road) and Business Loop 70.

DISCUSSION:

The Missouri Department of Transportation (MoDOT) requires a municipal agreement identifying responsibilities during and after project construction. The agreement specifies that the City grants the right to use the right-of-way of public roads, streets and alleys as necessary for construction and maintenance, and will temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit construction. The City shall be responsible for receiving and disposing of storm and surface water discharged from drainage facilities constructed within the limits of the highway right-of-way to the extent of the City's authority. No additional maintenance requirements will be imposed on the City as a result of this project.

The improvements along Providence Road, from Stadium to Green Meadows, include resurfacing the shoulders and striping bicycle lanes on both sides of the road. This project was authorized by Council on September 3, 2013, as part of the Round 2 GetAbout project prioritization. A separate cost apportionment agreement for this project will require Council approval. The other three projects identified in the municipal agreement are milling and overlay as follows:

- Providence Road between I-70 and Business Loop 70
- Business Loop 70 from West Boulevard east to I-70
- Rangeline Road between Big Bear Road and Business Loop 70.

FISCAL IMPACT:

There is not fiscal impact with this municipal agreement.

VISION IMPACT:

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

A network of safe roadways in and around the City will provide sustainable, efficient mobility to vehicular travel and other modes in a complimentary manner.

SUGGESTED COUNCIL ACTIONS:

Approve the legislation authorizing the City Manager to execute the Municipal Agreement with MHTC for pavement improvements on portions of Routes 163 (Providence Road, 763 (Rangeline Road) and Business Loop 70.

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/Epands an existing program?	No	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?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	13.1
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 #	