

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 11-22-16

Sponsored by: Stephens

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016-283

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant for the Blueprint for
2 Safer Roads Program from the Missouri Highways and Transportation
3 Commission in the amount of \$5,000; to enter into an agreement with the
4 Missouri Highways and Transportation Commission; and amending the
5 budget for the Department of Public Works for Fiscal Year 2016-2017 in
6 the amount of \$5,000.

7 _____
8
9 WHEREAS, Public Works applied for a Blueprint for Safer Roads Program grant
10 pursuant to City Code Section 2.11; and

11
12 WHEREAS, Public Works was informed that the Missouri Highways and
13 Transportation Commission (MHTC) wishes to award the City a grant in the amount of
14 \$5,000; and

15
16 WHEREAS, the grant will provide funding for a pedestrian safety campaign.

17
18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19 SPRINGFIELD, MISSOURI, as follows, that:

20
21 Section 1 – The City Manager, or his designee, is hereby authorized to accept a
22 grant from the Missouri Highways and Transportation Commission and to do all things
23 necessary to carry out the grant, including execution and performance of a contract
24 substantially similar in form to the Agreement attached hereto as “Exhibit A” and
25 incorporated herein by this reference.

26
27 Section 2 –The budget for Fiscal Year 2016-2017 of the Department of Public Works
28 of the City of Springfield is hereby amended in the accounts and in the amounts as shown
29 on Budget Adjustment No. 0021, a copy of which is attached hereto and incorporated
30 herein by reference as “Exhibit C.”

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32 Section 3 – This Ordinance shall be in full force and effect from and after passage.

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34 Passed at meeting: _____
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Burt, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 283

FILED: 11-22-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant for the Blueprint for Safer Roads Program from the Missouri Highways and Transportation Commission (MHTC) in the amount of \$5,000 and to enter into an agreement (see "Exhibit A") with the MHTC; and amending the budget of the Department of Public Works for Fiscal Year 2016 - 2017 in the amount of \$5,000 (see "Exhibit C").

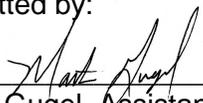
BACKGROUND INFORMATION: Pursuant to the authority in City Code Section 2.11, Public Works applied for a Blueprint for Safer Roads Grant. On August 26, 2016, the MHTC selected the City's grant application for award, in the amount of \$5,000 (see "Exhibit B").

This state grant will provide funding for a pedestrian safety campaign that will include distinctive, non standard pedestrian signs that will support better visibility of pedestrian crosswalks, throughout Springfield. In addition to signage, there will be a social media crosswalk backdrop campaign to provide photo opportunities for the purpose of promoting greater awareness for pedestrian safety placed at several locations throughout Springfield.

This Ordinance supports the following Field Guide 2030 goal(s): Chapter 11, Public Safety; Major Goal 3, Educate citizens and promote public awareness on public safety measures and practices; Objective 3i, Educate drivers on how to reduce distractions, drive attentively and avoid collisions. Chapter 12, Transportation; Major Goal 2, Operations and Maintenance; The City of Springfield should continue to maintain streets, sidewalks, trails, and the airport, using the most effective strategies to maximize the efficient operation of the existing systems, keeping in mind safety, accessibility, sustainability, and collaboration; and Major Goal 4, Multi-Modal; Interconnected System. The City of Springfield should work within the region to develop, implement, and maintain a multi-modal transportation system that supports jobs, housing, education, accessibility, recreation, clean air, water conservation, and sustainability; Objective 2c, Crash rates should be reduced on street system projects, Objective 4c, To enhance walkability and bikeability, specific attention and support should be given to the current "Link" initiative within the City of Springfield to redevelop our existing streets toward a more friendly and safer environment for alternative and green modes of transportation.

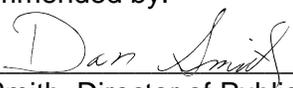
REMARKS: The City is not required to provide any matching funds for this grant. Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



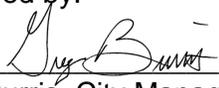
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Greg Burris, City Manager

Exhibit A

CCO Form: HS2
Approved: 01/05 (BDG)
Revised: _____
Modified: _____

Award name/number: **BPCSW5CZ**
Award year: 2017
Region: Southwest (SW)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of **Springfield**, a municipal corporation in the State of Missouri (hereinafter, "City");
OR

County of _____, (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

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

(1) **PURPOSE**: The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) **ACTIVITY**: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety:

Creating a pedestrian safety campaign within the City of Springfield. This includes the production and distribution of promotional materials and promoting the campaign vial local media. The campaign may also include the installation of additional signing and/or permanent or temporary pavement marking as necessary.

(3) **INDEMNIFICATION**: To the extent allowed by law, the City shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the City on the account of personal injury, bodily injury (including death), or property damage suffered as a result of the City performance under this Agreement, City assumes the obligation to save harmless the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The City also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person

employed by or under the supervision of the City for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability, or payment arising out of such wrongful or negligent act or omission.

(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 City and the Commission.

(5) COMMISSION REPRESENTATIVE: This 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.

(6) NONDISCRIMINATION CLAUSE: The City shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The City 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 City 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 City 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 City.

(10) ACCESS TO RECORDS: The City 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 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 City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **five thousand** dollars (**\$5,000.00**) for this Blueprint safety project.

(12) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and 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 or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(13) 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.

(14) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(15) 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.

(16) 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.

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 Springfield
NAME OF AGENCY OR VENDOR

By _____

Title: Traffic Operations Engineer

Title _____

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.

Missouri Department of Transportation3025 East Kearney Street
P.O. Box 868
Springfield, Missouri 65801
417.895.7600
Fax: 417.895.7637
1.888.ASK MODOT (275.6636)

August 26, 2016

RE: Blueprint Grant Process

Dear Coalition Member,

Thank you for your continued partnership to keep Missouri's roads safe. We appreciate the collaboration that you have provided to make the efforts of the Missouri Coalition for Roadway Safety successful.

After this spring/summer's grant application process, it was brought to my attention that not all of our applicants knew whether they had been approved. If you submitted an application and are receiving this letter accompanying an agreement form, congratulations are in order. Your grant is being funded at the rate shown in the agreement. I know that you will put the funds to good use.

Moving forward, the next step is to get the agreements executed. Please look over the attached agreement form and send an original signed copy to me. If you'd like to have a copy for your records, please let me know.

I am also attaching a voucher form. If you need to split up the payments into multiple transactions for whatever reason, feel free to submit multiple vouchers over the course of the grant. Each request for payment must include both the voucher and either an invoice or receipt.

Throughout the process, if you have any questions, I'd be happy to answer them. My desk number is 417-829-8044.

Sincerely,

Brandon Campbell
Traffic Operations Engineer
MoDOT—SW District

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

BA Number 0021

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	416020	000000	00000	5,000.00	Missouri Highways & Transportation Commission Grant Revenues
Net Revenue Adjustment						5,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	501260	000000	00000	5,000.00	Blueprint for Safer Roads Program - Pedestrian Safety Campaign
Net Expenditure Adjustment						5,000.00	

Fund Balance Appropriation:

Fund	Title	Amount
		-

Explanation: To appropriate a state grant from the Missouri Highways and Transportation Commission to fund the Blueprint for Safer Roads Program for a pedestrian safety campaign.

Requested By:

Don Smith 11/22/16
Department Head Date

Approved By:

DL Hill 11/22/16
Director of Finance Date

Authorization:

Council Bill No. 2016-283
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date