



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**

Agenda Number: R-1

Date: January 23, 2008

Subject: Request that the City Council consider adopting a Resolution to participate in the design and construction of the Gentry Parkway Beautification and Pedestrian Safety Improvement Project and consider authorizing the City Manager to execute a Local Project Advanced Funding Agreement with the Texas Department of Transportation and authorize a payment of \$59,103.00 to the Texas Department of Transportation for administration costs.

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In April of 2006, the City Council authorized City staff to apply for an enhancement grant improving pedestrian safety along Gentry Parkway.

Although funding for the enhancement program was rescinded, the City and officials from the Texas Department of Transportation (TxDOT) Tyler District have worked together to formulate a way to continue this project.

TxDOT is proposing sharing the costs of design and construction at a rate of 50/50. The City will be responsible for 100 percent of all landscaping improvements and 100 percent of improvements to the traffic signals. The project will improve pedestrian safety features along Gentry Parkway by adding raised medians at nine intersections to provide pedestrian refuge islands. The project will also beautify the Gentry Parkway corridor by the addition of numerous landscape islands and planting areas.

The Advance Funding Agreement requires payment of \$59,103 to TxDOT for administrative costs associated with the program.

Eligible Portions of Project	\$912,338.00
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City Share 50% -	\$456,469.00
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State Share 50% -	\$456,469.00
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Ineligible Portions of Project

City Share 100% -	\$270,000.00
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Total Project	\$1,182,338.00
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City Portion	\$ 726,169.00
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Funding: General Capital Projects Fund Account No.102-0720-436.26-11


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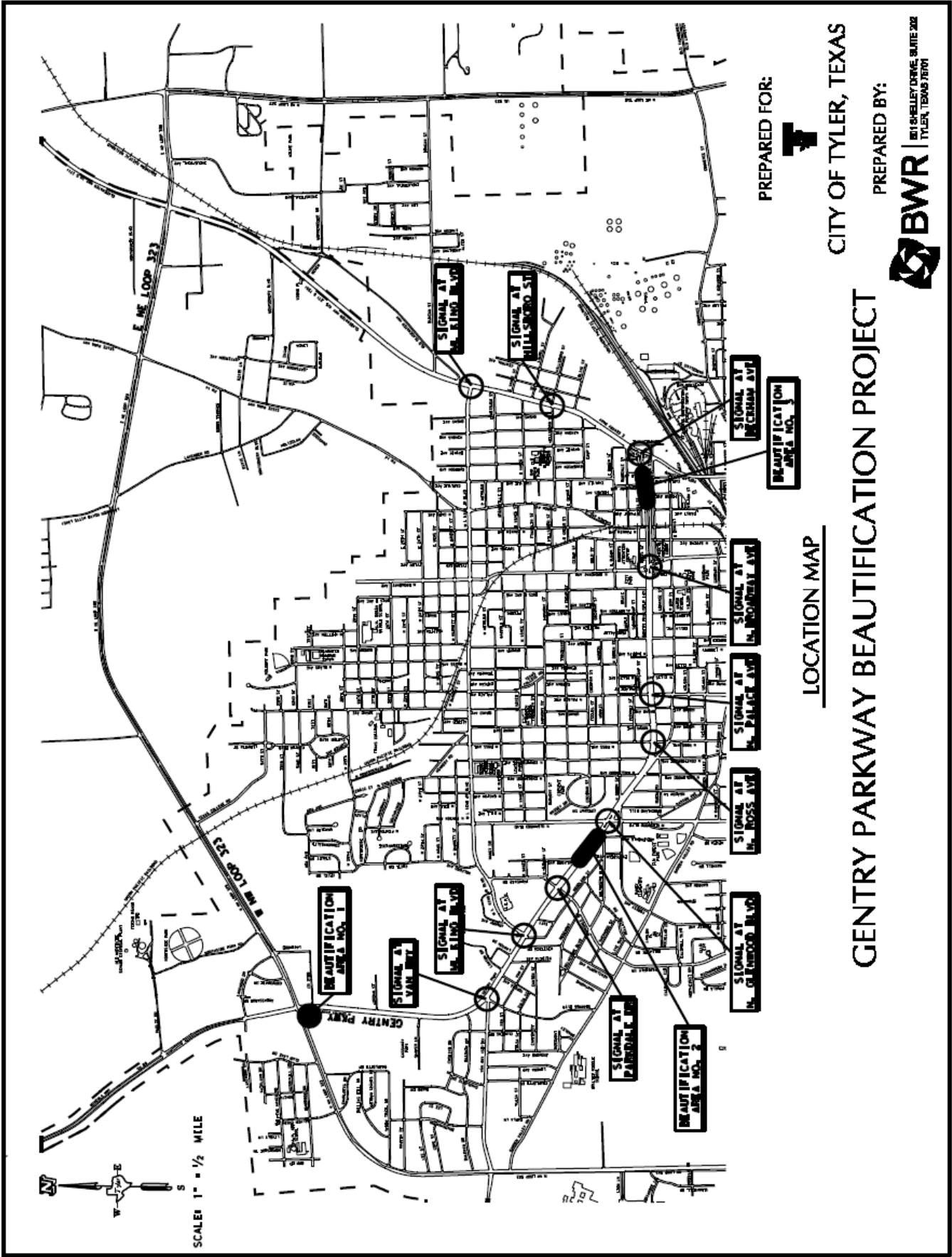
RECOMMENDATION:

It is recommended that the City Council consider approving the request by the Texas Department of Transportation (TxDOT) to pass a Resolution to participate in the design and construction of the Gentry Parkway Beautification and Pedestrian Safety Improvement Project and authorizing the City Manger to execute a Local Project Advanced Funding Agreement with the Texas Department of Transportation and authorize a payment of \$59,103.00 to the Texas Department of Transportation for administration costs.

**Drafted/Recommended By:
Department Leader**


Kirk Houser, P.E., Traffic Engineer

**Edited/Submitted By:
City Manager**



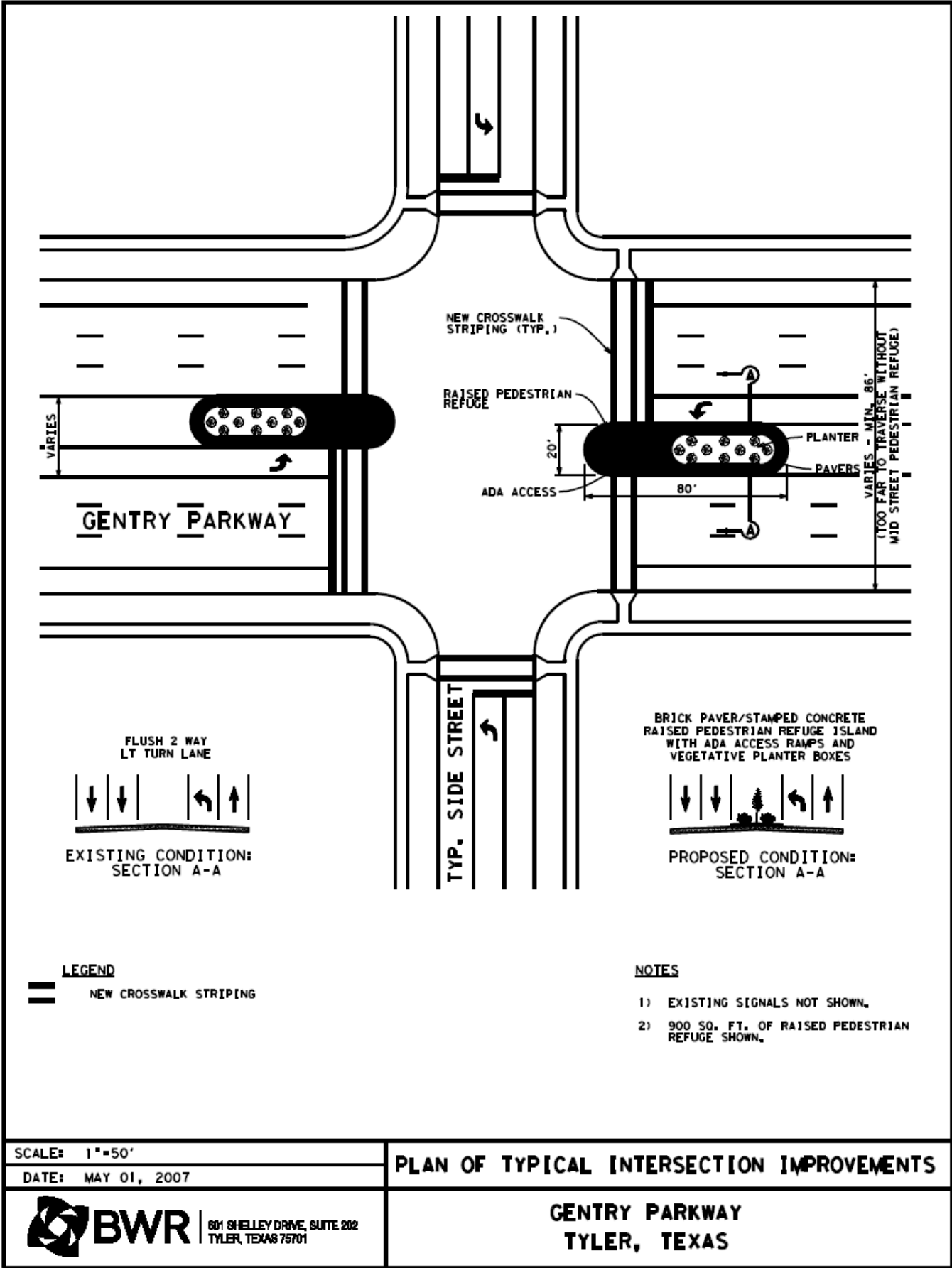
PREPARED FOR:

 CITY OF TYLER, TEXAS

PREPARED BY:
 BWR | 801 SHELLEY DRIVE, SUITE 202
 TYLER, TEXAS 75701

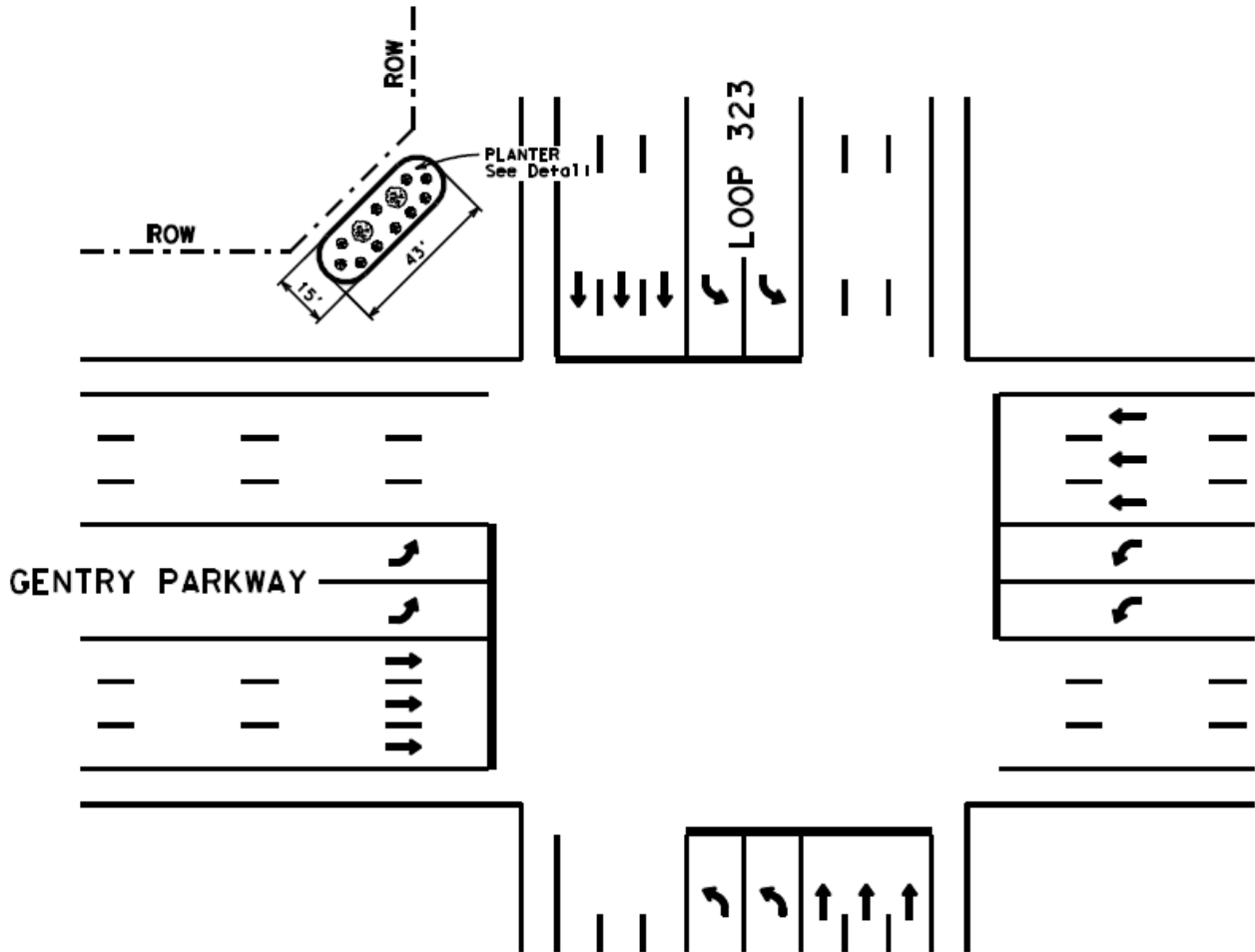
LOCATION MAP

GENTRY PARKWAY BEAUTIFICATION PROJECT





PROPOSED BEAUTIFICATION PLANTER



SCALE: 1"=50'

DATE: MAY 01, 2007

PLAN OF BEAUTIFICATION AREA AT LOOP 323



801 SHELLEY DRIVE, SUITE 202
TYLER, TEXAS 75701

**GENTRY PARKWAY
TYLER, TEXAS**

Projected Project Costs

Eligible Portions of Project

Raised Median Pedestrian Refuge Areas, ADA Curb Ramps,
Pavement Striping, Signs, Concrete Curb and Gutter

\$912,338.00

City Share 50% - \$456,469.00

State Share 50% - \$456,469.00

Ineligible Portions of Project

Landscaping - \$180,000.00

Traffic Signal Modifications
\$ 90,000.00

Total Project \$1,182,338.00

City Portion \$726,169.00

Anticipated Schedule

Execute AFA by Feb 1, 2008

TxDOT selection of Engineer by April 15, 2008

Plans, Specifications and Engineering by October 15, 2008

Letting by January 1, 2009

Construction complete by November 2009



Texas Department of Transportation

2709 W. FRONT STREET • TYLER, TEXAS 75702 • (903) 510-9100

November 30, 2007



Mr. Bob Turner, City Manager
City of Tyler
P.O. Box 2039
Tyler, Texas 75710

RE: Advance Funding Agreement
Gentry Parkway Pedestrian Improvements
Smith County

Dear Mr. Turner:

Enclosed is a Local Project Advance Funding Agreement for the above mentioned project. This agreement will allow for the construction of crosswalk refuge islands at nine signalized intersections, two raised island planting beds, landscaping at the corner of Gentry Parkway and Loop 323 and along the right-of-way at various location.

Per our discussions, the City of Tyler will voluntary contribute 50% toward the Plans Specifications and Estimate (PS&E) as well as the construction costs. Also the City of Tyler will be 100% responsible for the cost and installation of the Plants, Planting Materials, and Mulch/Planting Mixture.

Thank you for your support in implementing this much needed project. If you have any questions, please call Mr. Dale Booth, P.E., at (903) 510-9113.

Sincerely,

Mary M. Owen, P.E.
District Engineer
Tyler District

DB/tgf
Enclosures

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For a Gentry Parkway Pedestrian Improvements Project
(On State System)**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Tyler, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA) between the Local Government and the State has been adopted, effective September 6, 2000, and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 110753 that provides for the development of, and funding for, the project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the MAFA, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.
3. Amendments to this LPAFA shall be made as described in the MAFA, without exception.
4. **Scope of Work**
The scope of work and project limits for this LPAFA are described as the construction of nine crosswalk refuge islands at nine signalized intersections, two raised island planting beds, landscaping at the corner of Gentry Parkway and Loop 323 and along the right-of-way at various locations.
5. **Right of Way and Real Property** shall be acquired under one of the following procedures (check either a. or b.):
 - a. **N/A Purchase by the State.** Acquisition of right of way shall be the responsibility of the State, as stated in the MAFA, without exception, unless otherwise provided in Special Provisions and/or Attachment C. A warrant or check in the amount of the Local Government's estimated participation as reflected in Attachment C, shall be made payable to the Texas Department of

Transportation and transmitted to the State prior to release of the Project by Right of Way Division, or within thirty (30) days from receipt of the State's written notification, whichever is earlier.

OR

- b. **N/A Purchase by the Local Government for the State.** Acquisition of right of way shall be the responsibility of the Local Government, as stated in the MAFA, without exception, unless otherwise provided in Special Provisions and/or Attachment C.
6. Donations of real property may be credited to the Local Government's funding obligation for cost of right of way to be acquired for this project. This section shall apply only to projects for which there is no federal financial assistance and for which the State is responsible for acquisition of the right of way. Credit for all real property, other than property which is already dedicated and/or in use as a public road, donated by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this LPAFA. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. Such documentation shall include an appraisal of the property by a qualified appraiser, unless the Local Government determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at no more than \$10,000.00. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers. Credit shall be given only for property transferred at no cost to the State after the effective date of this LPAFA and the State's issuance of a letter of funding authority, and only for property which is necessary to complete this project. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this LPAFA, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its donation credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.
 7. Adjustment of eligible utilities and payment of costs associated with such adjustment shall be provided by N/A the State (or) N/A Local Government (check the applicable party) and shall be in accordance with provisions set forth in the MAFA.
 8. Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception.
 9. Compliance with Texas Accessibility Standards and ADA will be as stated in the MAFA, without exception.
 10. Architectural and Engineering Services will be provided by the State, as stated in the MAFA, without exception. The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as

required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

11. Construction Responsibilities will be carried out by the State, as stated in the MAFA, without exception.
12. Project Maintenance will be undertaken as provided for in the MAFA, without exception.
13. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. All right of way Project cost overruns shall be shared in the same cost participation ratios as apply under this agreement to the applicable cost category. Other overruns are as stated in the MAFA.
 - d. The State, without cost to the Local Government, will do the necessary preliminary engineering. For purposes of this agreement, preliminary engineering includes design schematics, plans, specifications, estimates (PS&E), property descriptions, parcel plats and right of way maps.
 - e. Unless otherwise provided for in this agreement, payment is as stated in the MAFA. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
 - f. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
 - g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
 - h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

CSJ #: 0910-16-104

District #: 10

Code Chart 64 #: 43500

Project: Gentry Parkway Pedestrian Improvements

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- 14. Document and Information Exchange. The Local Government agrees to accept all general notes, specifications, contract provision requirements and related documentation produced by the State in a Microsoft® Word or similar document. The State shall also provide a detailed construction time estimate which includes the types of activities by month.
- 15. Incorporation of Master Agreement Provisions. This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.
- 16. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
- 17. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.
- 18. Special Provisions. N/A

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
(Signature)

Title: _____

Date: _____

CSJ #: 0910-16-104

District #: 10

Code Chart 64 #: 43500

Project: Gentry Parkway Pedestrian Improvements

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:

Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date:

CSJ #: 0910-16-104

District #: 10

Code Chart 64 #: 43500

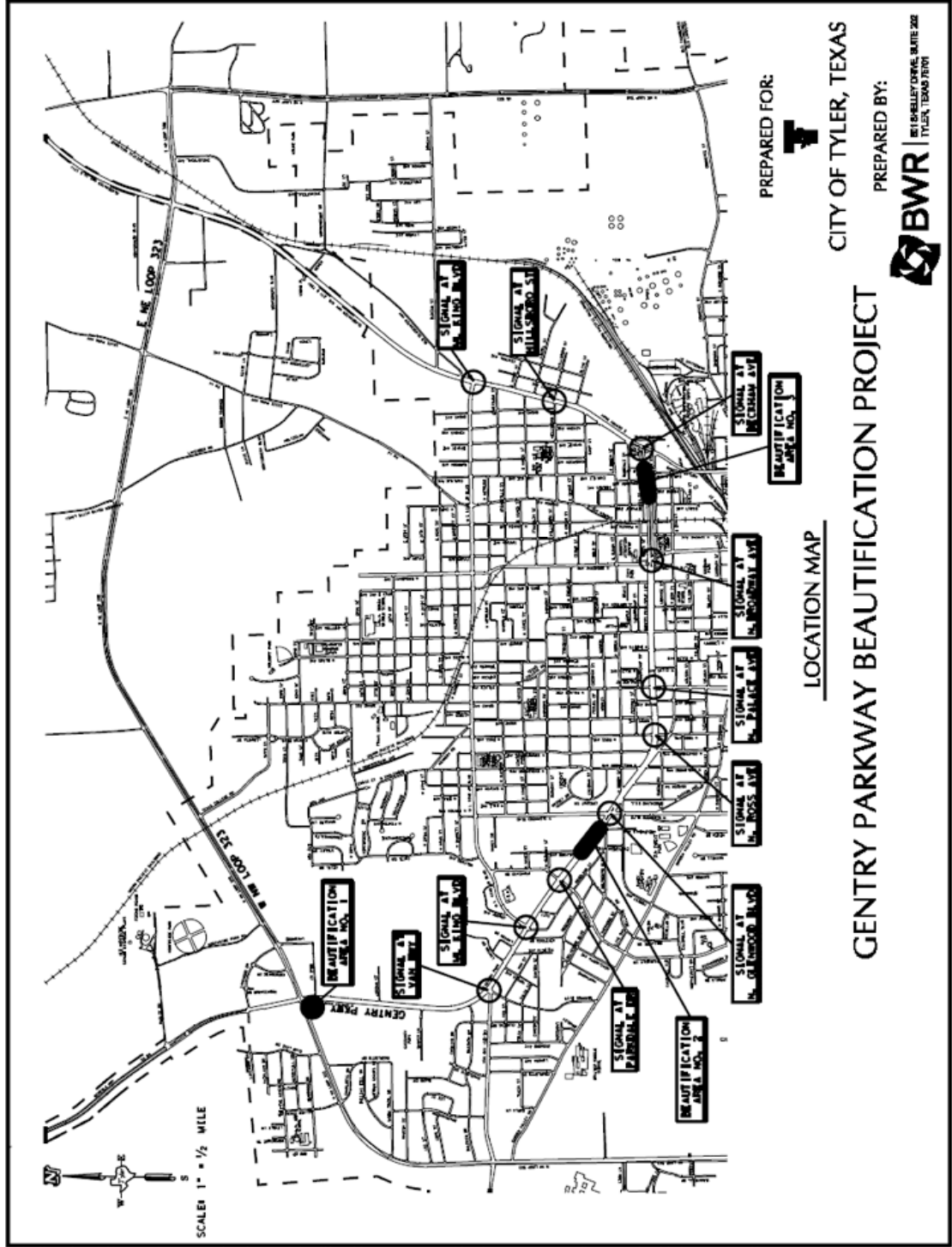
Project: Gentry Parkway Pedestrian Improvements

ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

ATTACHMENT B

PROJECT LOCATION MAP



CSJ #: 0910-16-104

District #: 10

Code Chart 64 #: 43500

Project: Gentry Parkway Pedestrian Improvements

ATTACHMENT C Project Cost Estimate and Payment

The project is located along Gentry Parkway (US 69, Spur 147, US 271, SH 155) in north Tyler. Its limits are from Loop 323 on the west going east to East Martin Luther King, Jr. Boulevard. The project calls for the construction of crosswalk refuge islands at nine signalized intersections, two raised island planting beds, landscaping at the corner of Gentry Parkway and Loop 323 and along the right-of-way at various locations.

The State shall prepare or cause to be prepared all plans, specifications, and estimates (PS&E) required to construct the project. For the construction of islands, curb ramps, and planting beds, the State shall advertise for bids and award a contract through the State contract letting system. The state will manage and make payment to the construction contractor.

The Local Government will be responsible for the cost and installation of the Plants, Planting Materials, and Mulch/Planting Mixture within 120 days from the 100% completion of the project.

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction Costs	\$695,326	50	\$347,663	50	\$347,663
PS&E (10%)	\$69,532	50	\$34,766	50	\$34,766
SUB TOTAL	\$764,858		\$382,429		\$382,429
Direct State Costs (including plan review, inspection and oversight (17%))	\$118,206	50	\$59,103	50	\$59,103
Indirect State Costs (no local participation required except for service projects (4.21%))	\$29,274	50	\$14,637	50	\$14,637
SUB TOTAL	\$147,480		\$73,740		\$73,740
TOTAL	\$912,338		\$456,169		\$456,169
1st payment due upon execution of agreement by Local Government					\$59,103
Final Payment due 60 days before letting					\$397,066

Total participation required from the Local Government = \$456,169

This is an estimate only, final participation amounts, including direct and indirect costs, will be based on actual charges to the project.

RESOLUTION NO. R-2008-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, CONFIRMING SUPPORT FOR THE GENTRY PARKWAY PEDESTRIAN SAFETY IMPROVEMENT PROJECT BY THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO PARTICIPATE 50% IN THE DESIGN AND CONSTRUCTION AND AUTHORIZING THE CITY MANGER TO EXECUTE A LOCAL PROJECT ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, it is the intent of the City Council to protect the public health, safety and welfare; and

WHEREAS, the State Highway Commission has passed Minute Order No. 110753 on November 16, 2006 relating to the Statewide Mobility Program; and

WHEREAS, it is considered to be in the public interest to expedite the planning and preparation for improving pedestrian safety along Gentry Parkway; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: The City pledges to contribute 50% of the funding of Plans, Specifications and Estimate for the Gentry Parkway Pedestrian Safety Improvement Project;

PART 2: That the City Council pledges to contribute 100% of the funding for installation of Plants, Planting Materials, Mulch/Planting Mixture, and all other Landscaping materials for the landscaped portion of the Gentry Parkway Pedestrian Safety Improvement Project;

PART 3: That the City Manager and City staff are hereby directed to continue all their efforts and cooperation with the Texas Department of Transportation for the planning and eventual construction of Pedestrian Safety Improvements to nine (9) intersections along Gentry Parkway.

PART 4: That this resolution shall take effect immediately upon its adoption.

ADOPTED this 18th day of January, A.D., 2008.

JOSEPH O. SEEBER, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

CITY ATTORNEY