



**GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET**



Meeting Date	06/16/2021	Department	Finance
Agenda Item	4.g) Consideration of Transferring Funds from the General Fund to the Capital Projects Fund		
Est. Cost	\$44,000		

Background Information

In the spring of 2020 City Council agreed to fund a MDOT/MPI Project to mill and fill on Route 201 (Brunswick Avenue Hill) and to replace the retaining wall. The partnership split was for the City to pay 40% (\$200,000) and the State to pay 60% (\$300,000). In July of 2020 the City Manager entered into a State of Maine Department of Transportation Municipal Partnership Agreement for this project.

Because of the time that has passed since the costing out of the project, the actual costs may be higher when the project is slated to be done in late fall of 2021 or early spring of 2022. I am proposing that we re-purpose and transfer the following funds from the FY21 General Fund budgeted amounts to the Capital Projects Fund to be used towards this project.

PW-Culverts	19,000	15.55.650.451
PW-Engineering	5,000	15.55.690.641
PW-Stormwater	20,000	15.55.690.642
Total Transfer	44,000	

Should the project come in under budget, these funds would reduce the amount of money the City would need to borrow.

Requested Action	"I move to approve the transfer of \$44,000 from the General Fund to the Capital Projects Fund to be used towards the matching portion of the MDOT/MPI Project for the Mill and Fill on Route 201."
City Manager and/or Finance Review	Finance Director and City Manager recommends approval.
Council Vote/ Action Taken	
Departmental Follow-Up	

City Clerk Use Only	1 st Reading _____	Advertised _____	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

VC1000031833

<i>Internal Use Only</i>
TEDOCS #:
CTM#: 20200812000000000106
CSN#:

CSN42021

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL PARTNERSHIP AGREEMENT**

WIN 21932.23

REGARDING

HIGHWAY IMPROVEMENTS ON ROUTE 201 IN GARDINER

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION ("MaineDOT"), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the CITY OF GARDINER ("MUNICIPALITY"), a municipality in the State of Maine with offices located at 6 CHURCH STREET, GARDINER, ME.

WHEREAS,

GARDINER shall perform **MILL AND FILL ON ROUTE 201, BEGINING AT CHURCH STREET AND EXTENDING NORTH TO MAINE AVE, AND REPLACE RETAINING WALL.** (the "Project"). **GARDINER** estimates this project at \$500,000.

GARDINER SHALL:

- A. Procure all contracts for and oversee the Project on **ROUTE 201** for the Work outlined above.
- B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. **GARDINER** also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
 - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of improved quality in terms of materials and utility;
 - c. Ensuring that the Project does not introduce safety hazards;
 - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor, unless approved traffic calming measures are proposed;
 - e. Ensuring that the Project does not decrease the life expectancy of this component of Maine's transportation system; and,
 - f. Ensuring that the Project meets the current standards of Americans with Disabilities Act of 1990 (ADA) design requirements.
- F. Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
- G. Ensure that construction shall commence within EIGHTEEN (18) months and shall be certified complete within THIRTY-SIX (36) months of execution of this agreement. **GARDINER** may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.
- H. Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of **GARDINER** or its contractors, including damage to vehicles passing through the Project limits.
- I. *Bear all risk of loss relating to the Project and the Work regardless of cause.*

MAINEDOT SHALL:

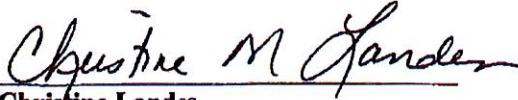
- A. **Provide a maximum \$300,000 in State funds supporting the Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made *per Appendix A attached.* The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$300,000** or 40% of the actual costs incurred and paid by the Municipality.
- B. **This project has been approved for Calendar Year 2020.** If the Municipality commences construction of the project as outlined above prior to January 1, 2020, the Municipality assumes the risk and responsibility for costs incurred, in the event that funding levels fall below MaineDOT projections. If this occurs, the Municipality will not receive reimbursement from MaineDOT.

The **CITY OF GARDINER** and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

IN WITNESS, WHEREOF, the parties hereto have executed this AGREEMENT effective on the day and date last signed.

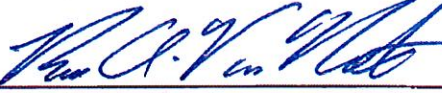
CITY OF GARDINER

Dated: 7/31/2020

By: 
Christine Landes
City Manager

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Dated: 8/5/2020

By: 
Bruce A. Van Note
Commissioner

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION

Municipal Partnership Initiative Project

MUNICIPALITY OF GARDINER

PROPOSED IMPROVEMENTS TO: ROUTE 201

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21932.23

FUNDED CONSTRUCTION YEAR 2020

Project Scope: MILL AND FILL ON ROUTE 201, BEGINNING AT CHURCH STREET AND EXTENDING NORTH TO MAINE AVE, AND REPLACE RETAINING WALL

Funding Outline: The Total Project Estimated Cost is \$500,000 and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	
Project Costs	40	\$200,000	60	\$300,000	\$500,000
PROJECT SHARES		\$200,000		\$300,000	\$500,000
Total Cost of Additional Work above agreement estimate	100%				
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		\$200,000			

REIMBURSEMENT SCHEDULE:

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

DESIGN EXCEPTIONS REQUIRED: ___ YES NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

Project: 78923/021932.25 - Waterville, Main ST MPI

Status
Active ▾

Status Date
07/24/2020

Status Last Changed By
LOAD, FINES

Federal Project Number

Project Type
Capital Improvement Non Programmed ▾

Project Manager
ANDREWS, JAMIE

Program Manager
BERNHARDT, DAVID


Lead Unit
Maintenance

STIP Approval Dates
Stage
Authorization to Proceed
STIP FHWA Approval
Preliminary Engineering


Right of Way


ROW Negotiations/Acquisitions

Advertise/Construction


CE Construction Engineering

STIP Approval Date History

Stage ([/ProjEx/ProjectMgr/PMStatus?strProjectSequence=78923&sort=strStageCode-asc](#)) STIP FHWA Approval ([/ProjEx/ProjectMgr/PMStatus?strProjectSequence=78923&sort=strFHWAApprovalDte-asc](#)) Updated By ([/ProjEx/ProjectMgr/PMStatus?strProjectSequen](#))