

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA
AND
MIDTOWN, INC.

This MEMORANDUM OF UNDERSTANDING (the "Agreement"), made and entered into this ___ day of October, 2016, by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and the MIDTOWN, INC., a non-profit, charitable organization-501(c)3 in the State of Georgia ("Midtown, Inc.") for a Minimum Grid Demonstration Project ("Project");

WHEREAS, Midtown, Inc. was one of 32 national winners (from a pool of over 7,000 applicants) of the first Knight Cities Challenge in 2015. The proposal for a Minimum Grid to better connect the Core Community of MidTown and Uptown was in answer to the Challenge, "What's your best idea to make cities more successful?"; and

WHEREAS, Midtown, Inc.'s project has been conceived as a do-able, optimal demonstration of connectivity, pedestrian and bicycle safety, and traffic calming, at a scope appropriate for maximum impact for a Minimum Grid demonstration, an integral part of the final project and "learning agenda" per the 2015 Knight Cities Challenge grant award; and

WHEREAS, this demonstration project supports the City's complete street network and expands the City's on-street bike lane network by 67%, from the present 2.36 miles to almost 4 miles; and

WHEREAS, reducing the number of lanes should slow traffic in the area and improve the safety of pedestrians and bike traffic in the area.

NOW THEREFORE, In order thereby to carry out the public purposes as set forth above, the City and Midtown, Inc. hereby agree as follows:

1. City's Obligations. (a) The City agrees to implement the project as shown in the attachment to include bike lane signage, re-striping and standard maintenance on 13th Street from Cherokee Avenue to Delauney Avenue on the north side of the street and to Midway Drive on the south side of the street (3 travel lanes with 5' bike lanes on both sides), Delauney Avenue from 13th Street to 14th Street (2 - 12' travel lanes and 6' bike lanes), 13th Street from Delauney Avenue to 13th Avenue (2 - 12' travel lanes and 6' bike lanes), 13th Avenue from 14th Street to Linwood Blvd. (2 - 12' travel lanes and 6' bike lanes), and Linwood Blvd. from 13th Avenue to 10th Avenue. Bike lanes will be shared lanes or sharrows at the intersections.

(b) The City agrees to make a dedicated right turn lane on the east bound lane of 13th Street at the 13th Avenue intersection as permitted by the Georgia Department of Transportation ("GDOT") for this demonstration project.

2. Midtown Inc.'s Obligations. (a) Midtown Inc. shall reimburse the City for the cost of bike lane signage and re-stripping the route designated on the attachment up to \$45,000.

(b) Midtown, Inc. will coordinate the alternative crosswalk plan design with approval from the Engineering Director.

3. Cooperation. The parties will cooperate with each other in good faith in pursuing the completion of the undertakings of the parties hereunder.

4. Governing Law. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

5. Entire Agreement. This Agreement expresses the entire understanding and agreement between the parties hereto.

6. Severability. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

8. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing executed by the parties hereto.

9. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or three (3) days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the Authority, at the addresses shown below or at such other addresses as may be furnished by the City or the Authority in writing from time to time:

City: Consolidated Government of Columbus, Georgia
100 Tenth Street (Zip 31901)
P.O. Box 1340
Columbus, Georgia 31902
Attention: City Manager

With a copy to: Clifton C. Fay
City Attorney
P.O. Box 1340
Columbus, Georgia 31902

Midtown, Inc.: Midtown, Inc.
1236 Wildwood Drive
Columbus, Georgia 31906
Attention: Executive Director

10. Limitation of Rights. Nothing in this Agreement express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

COLUMBUS, GEORGIA

Date Signed: _____ By _____
Isaiah Hugley, City Manager

Attest _____
Tiny Washington, Clerk of Council

Approval as to Form:

Clifton C. Fay, City Attorney

MIDTOWN, Inc.

Date Signed: _____ By _____
, Chairman

Attest _____
, Secretary