

**RESOLUTION NO. 2014-23**

**A RESOLUTION AUTHORIZING  
A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SHELTON  
FOR TRANSIT-COMMUNITY CENTER FRONTAGE IMPROVEMENTS**

**WHEREAS**, Mason Transit Authority (MTA) is the owner of the former Washington National Guard Armory, real property located at 601 West Franklin Street, Shelton, Washington, which MTA is remodeling and repurposing for use as a Transit-Community Center; and

**WHEREAS**, the City has determined that the Transit-Community Center project development would require MTA to provide street frontage road improvements which would include a rebuild/rehabilitation of the east-bound travel lane along the project's West Franklin Street frontage in conformance with the City of Shelton Design and Construction Standards; and

**WHEREAS**, the City intends to apply for road improvement grant funds to repair the current street conditions and restore the downtown streets which would be more intensely utilized by the relocated bus operations generated by the new Transit-Community Center; and

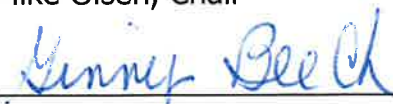
**WHEREAS**, a coordinated project that would incorporate the required roadway improvements associated with the Transit-Community Center with the City's enhanced road network improvements in the vicinity of the Transit-Community Center is viewed as mutually beneficial to the City and MTA; and


**WHEREAS**, staff from the City and MTA have discussed deferring construction of the rebuild/rehabilitation of the east-bound travel lane along the project's West Franklin Street frontage to be able to investigate grant funding for a more comprehensive road network improvement which would reduce costs and improve efficiencies; *and limit project to full potential cost to \$145,000*

**NOW, THEREFORE, BE IT RESOLVED** that the Mason Transit Authority Board hereby authorizes the General Manager to execute a Memorandum of Understanding with the City of Shelton on behalf of Mason Transit Authority for Transit-Community Center West Franklin Street frontage improvements.


**Adopted this 16<sup>th</sup> day of September, 2014.**

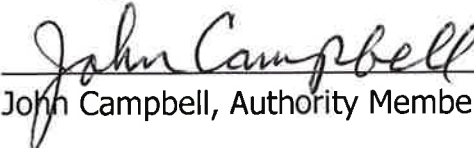
  
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Mike Olsen, Chair

  
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Ginny Beech, Authority Member

  
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Terri Jeffreys, Authority Member

  
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Randy Neatherlin, Authority Member

  
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Deborah Petersen, Vice-Chair

  
\_\_\_\_\_  
John Campbell, Authority Member

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Rick Johnson, Authority Member

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Tim Sheldon, Authority Member

Cheryl Williams

Cheryl Williams, Authority Member

APPROVED AS TO CONTENT:

Brad Patterson

Brad Patterson, General Manager

APPROVED AS TO FORM:

Robert W. Johnson

Robert W. Johnson, Legal Counsel

ATTEST:

Jeri A. Wood

Jeri A. Wood, Clerk of the Board

DATE:

9/14/14

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into pursuant to the Interlocal Cooperative Act, Chapter 39.34 RCW by and between the City of Shelton, Washington (hereafter “City”) and Mason Transit Authority (hereafter “MTA”) to provide street frontage improvements required by the City for the MTA Transit–Community Center project.

WHEREAS, MTA has commenced construction of the Transit–Community Center in the former Armory building, located at 601 West Franklin Street,

WHEREAS, MTA and the City have previously entered into discussions and drafts of prior agreements which relate to improvements associated with the Transit-Community Center,

WHEREAS, the City has determined that under current regulations the Transit–Community Center project development would require MTA to provide street frontage road improvements at the time of development which, in addition to curb, gutter, sidewalk, storm drainage improvements, would include a rebuild/rehabilitation of the east-bound travel lane along the project’s West Franklin Street frontage in conformance with the City of Shelton Design and Construction Standards, the estimated cost of which is approximately \$38,000.00.

WHEREAS, the City intends to apply for road improvement grant funds to repair the current street conditions and restore the downtown streets which would be more intensely utilized by the relocated bus operations generated by the new Transit–Community Center;

WHEREAS, a coordinated project that would incorporate the required roadway improvements associated with the Transit-Community Center with the City’s enhanced road network improvements in the vicinity of the Transit–Community Center is viewed as mutually beneficial to the City and MTA; and

WHEREAS, staff from the City and MTA have discussed deferring construction of the rebuild/rehabilitation of the east-bound travel lane along the project’s West Franklin Street frontage to be able to investigate grant funding for a more comprehensive road network improvement which would reduce costs and improve efficiencies;

NOW, THEREFORE, the City and MTA do hereby agree:

SECTION 1: All prior discussions and draft agreements are replaced by this MOU.

SECTION 2. The City and MTA agree that an enhanced improvement project to restore and improve aged roads in the vicinity of the Transit–Community Center should include West Franklin Street from North Fourth Street to North Seventh Street, and the block of North Fourth Street between West Franklin Street and West Railroad Avenue. These blocks represent the road sections which the City and MTA agree would be affected by relocated bus operations, should be included in the proposed project, and which MTA would partner with the City to upgrade. The

City has estimated the cost of the enhanced downtown streets improvement project to be one million dollars.

SECTION 3: The City may choose to increase the number of road sections ultimately included within the enhanced downtown streets improvement project, but would be solely responsible for added costs resulting from an expanded project scope.

SECTION 4: The City and MTA agree that the required Transit–Community Center street frontage improvements of the rebuild/rehabilitation of the east-bound travel lane along the project’s West Franklin Street shall be deferred for a period of three (3) years, until September 16, 2017, while the City and MTA seek grant funding for the proposed enhanced downtown streets improvement project.

SECTION 5: The City agrees to be the lead agency in making application for the described grant funds, and MTA agrees to provide letters in support of any grant funding application, including a statement indicating MTA would be contributing a portion of the required matching funds, as described in Section 7.

SECTION 6: MTA also agrees to be the lead agency in making application for the described grant funds when MTA is a more appropriate recipient, or for grant funding which the City is not eligible to apply for. In this instance, the City agrees to provide letters in support of any grant funding application.

SECTION 7: Should grant funding be secured by the City or MTA for the proposed enhanced downtown streets improvement project, in lieu of the rebuild/rehabilitation of the east-bound travel lane along the project’s West Franklin Street frontage, MTA shall contribute a proportionate share of grant match equivalent to sixty percent of the required grant matching funds or an amount not to exceed \$45,000 whichever is the lesser amount, pursuant to a RCW 82.02.020 voluntary mitigation. The contribution would be due at the time when the City completes construction of the enhanced downtown streets improvement project. Upon accepting payment of MTA’s contribution to the enhanced downtown streets improvement project, the City shall, in writing, fully release MTA from any responsibility for off-site or frontage improvements associated with the Transit-Community Center project.

SECTION 8: The City agrees to manage the design, construction, and the cost sharing and funding collection of the proposed downtown streets improvement project as a project contribution. The City further agrees to coordinate construction with MTA to minimize impacts to transit operations.

SECTION 9: If, after three (3) years, the City and/or MTA have not been able to secure grant funding for design and construction of the downtown streets improvement project, MTA shall be required to rebuild/rehabilitation of the east-bound travel lane along the project’s West Franklin Street on or before September 16, 2018. The City agrees that MTA total financial obligation for

these improvements shall not exceed \$45,000. Upon MTA's completion of the improvements described herein, the City shall, in writing, fully release MTA from any responsibility for off-site or frontage improvements associated with the Transit-Community Center project.

SECTION 10: This agreement may be amended by mutual consent of the signing parties. This agreement shall expire upon full completion of the required frontage improvements pursuant to Section 7 or payment of the matching funds pursuant to Section 3.

AGREED TO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014, after which this agreement becomes effective:

City of Shelton Commission:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Commissioner

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Commissioner

Mason Transit Authority

  
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General Manager