

RESOLUTION NO. 2014-24

**A RESOLUTION AUTHORIZING
THE GENERAL MANAGER TO CONTRACT WITH THE CITY OF SHELTON
FOR FRONTAGE IMPROVEMENTS**

WHEREAS, Mason Transit Authority (MTA) is the owner of commercial real property located at 601 West Franklin Street, Shelton, Washington which MTA intends to use as Transit-Community Center; and

WHEREAS, Shelton City Code Section 12.08.030 states: "It shall be the responsibility and duty of the abutting property owner to maintain, repair, and reconstruct sidewalks adjacent thereto. (Ord. 1236 § 1 (part), 1988)"; and

WHEREAS, MTA is interested in the repair of the curb, sidewalk and parking in front of the proposed Shelton Transportation and Community Center: and

WHEREAS, the City is currently engaged in repairs to the remaining portion of Franklin Street adjacent and the City is willing and able through existing public works contracts to include the repairs to the curb, sidewalk and parking area consistent with details as outlined on Exhibit "B" attached hereto and incorporated by this reference; and

WHEREAS, MTA is willing and able to reimburse the City of Shelton the costs directly associated with the repairs outlined in Exhibit "B" in an amount not to exceed \$45,000.

NOW, THEREFORE, BE IT RESOLVED that the Mason Transit Authority Board authorize the entering into of a contract with the City of Shelton and authorize the General Manager to sign said contract on behalf of Mason Transit Authority All prior discussions and agreement are replaced by this MOU.

Adopted this 21st day of October, 2014.

ABSTAIN

Mike Olsen, Chair

Ginny Beech

Ginny Beech, Authority Member

Terri Jeffreys, Authority Member

Randy Neatherlin, Authority Member

Cheryl Williams

Cheryl Williams, Authority Member

Deborah Petersen

Deborah Petersen, Vice-Chair

John Campbell

John Campbell, Authority Member

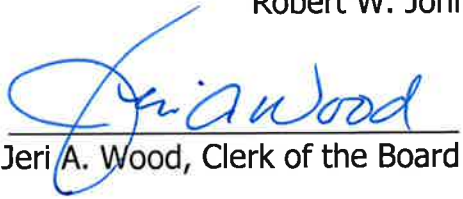
Rick Johnson

Rick Johnson, Authority Member

Tim Sheldon, Authority Member

APPROVED AS TO CONTENT: 
Brad Patterson, General Manager

APPROVED AS TO FORM: 
Robert W. Johnson, Legal Counsel

ATTEST: 
Jeri A. Wood, Clerk of the Board

DATE: 10-21-14

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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 Transit–Community Center project development is required 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,

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 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, as depicted in Exhibit “A”. 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

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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 the contract for the proposed construction of the enhanced downtown streets improvement project is executed and a Notice To Proceed is issued. 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 in accordance with the Transit-Community Center project's previously approved civil construction plans, the scope which is described on exhibit "B" which is attached hereto and incorporated by this reference, on or before September 16, 2018. Upon MTA's completion of

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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 9 or payment of the matching funds pursuant to Section 7.

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

City of Shelton Commission:

Mayor

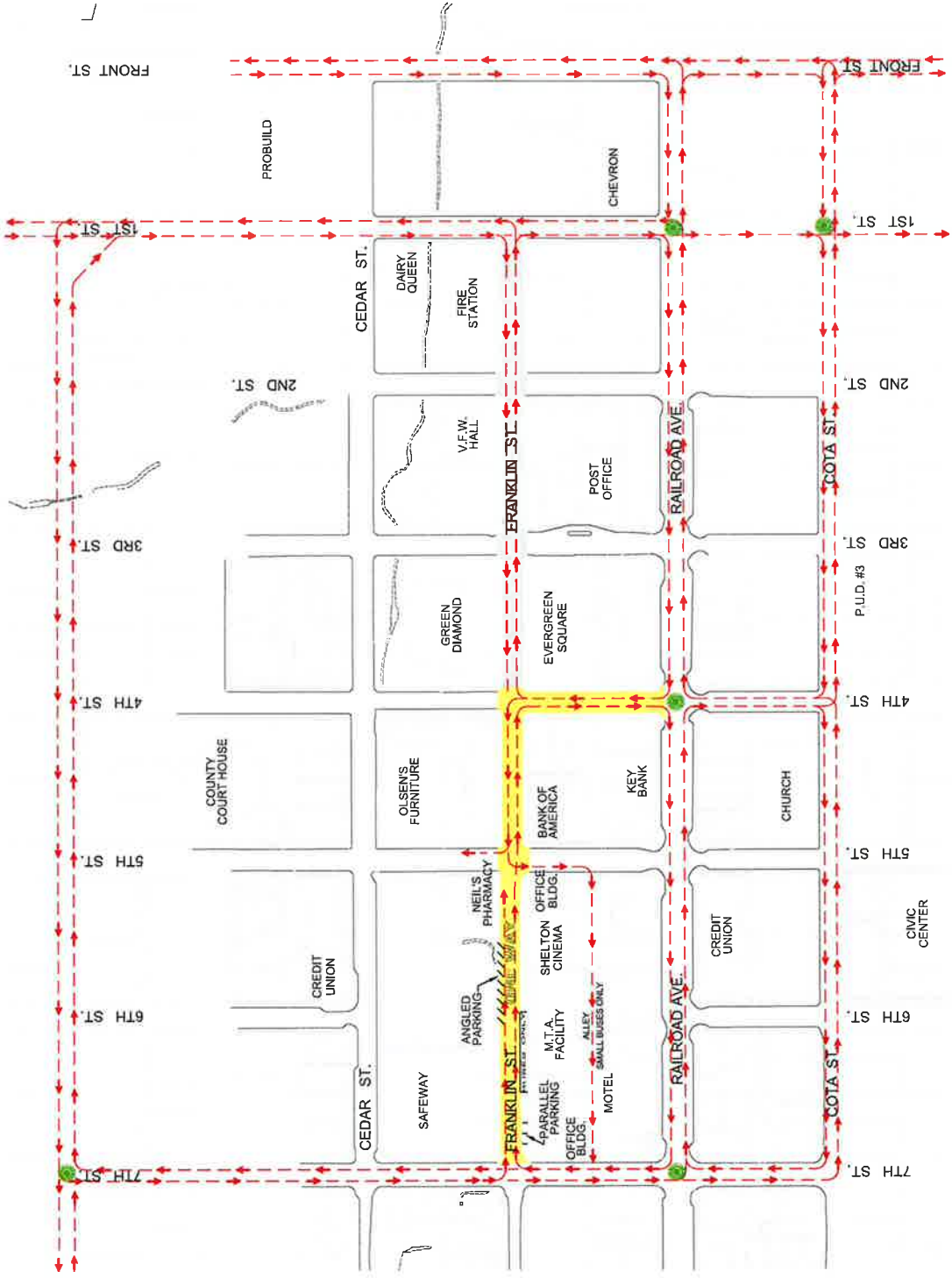
Commissioner

Commissioner

Mason Transit Authority



General Manager



- LEGEND:**
- TRANSIT ROUTE (red dashed line with arrow)
 - DIRECTION OF TRAVEL LANE (red arrow)
 - TRAFFIC LIGHT (green sun symbol)
 - AREA PROPOSED FOR REHABILITATION (yellow rectangle)
 - AREA PROPOSED FOR PRESERVATION (i.e. MILLING) (grey rectangle)

EXHIBIT 'A'

M.T.A./ CITY OF SHELTON MEMORANDUM OF UNDERSTANDING

Exhibit "B"

Section 9: Franklin Street Work

Scope of work covered by this agreement shall be as set forth in the City of Shelton approved "TRANSIT COMMUNITY CENTER" building permit plans/documents (civil) dated January 15, 2014 and issued by the City on February 28, 2014. The agreed limits of work is as follows:

Cut and remove the existing asphalt pavement and sub base from the north edge of the concrete bus lane to the centerline of Franklin Street. Work shall extend across the North property frontage a distance of approximately 240 L.F. at a width of 10 L.F. (as shown on sheet C2.0 Grading, Drainage, and Surfacing Plan and Sheet 2.2 Detail A "Franklin Street Cross Section).

Construct new ASPHALT PAVEMENT SECTION as shown on Detail 3 Sheet C 2.6 "Notes and Details" of the permit documents. Work shall include the following:

Length 240 ft approx.

width 10 ft to center line of Franklin

Pavement Section

6 inches of Hot Mix Asphalt (HMA)

over

10 inches of 1-1/4 inch crushed rock base course (CRBC)

over

12 inches of imported gravel base structural fill sub grade material

(Refer to GeoTech Report for frontage improvement pavement design dated January 17, 2014 by Associated Earth Sciences inc., referenced in the permit documents)