

**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** November 13, 2017

<b>AGENDA ITEM:</b> Local Agency State Aid Project Prospectus and Local Agency State Funding Agreement with WSDOT for the Centennial Trail Connector project	
<b>PREPARED BY:</b> Kyle Woods, Project Engineer	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Engineering	
<b>ATTACHMENTS:</b> Vicinity Map Local Agency Project Prospectus Local Agency Funding Agreement	
<b>BUDGET CODE:</b> Budget Code TBD	<b>AMOUNT:</b> N/A

**SUMMARY:**

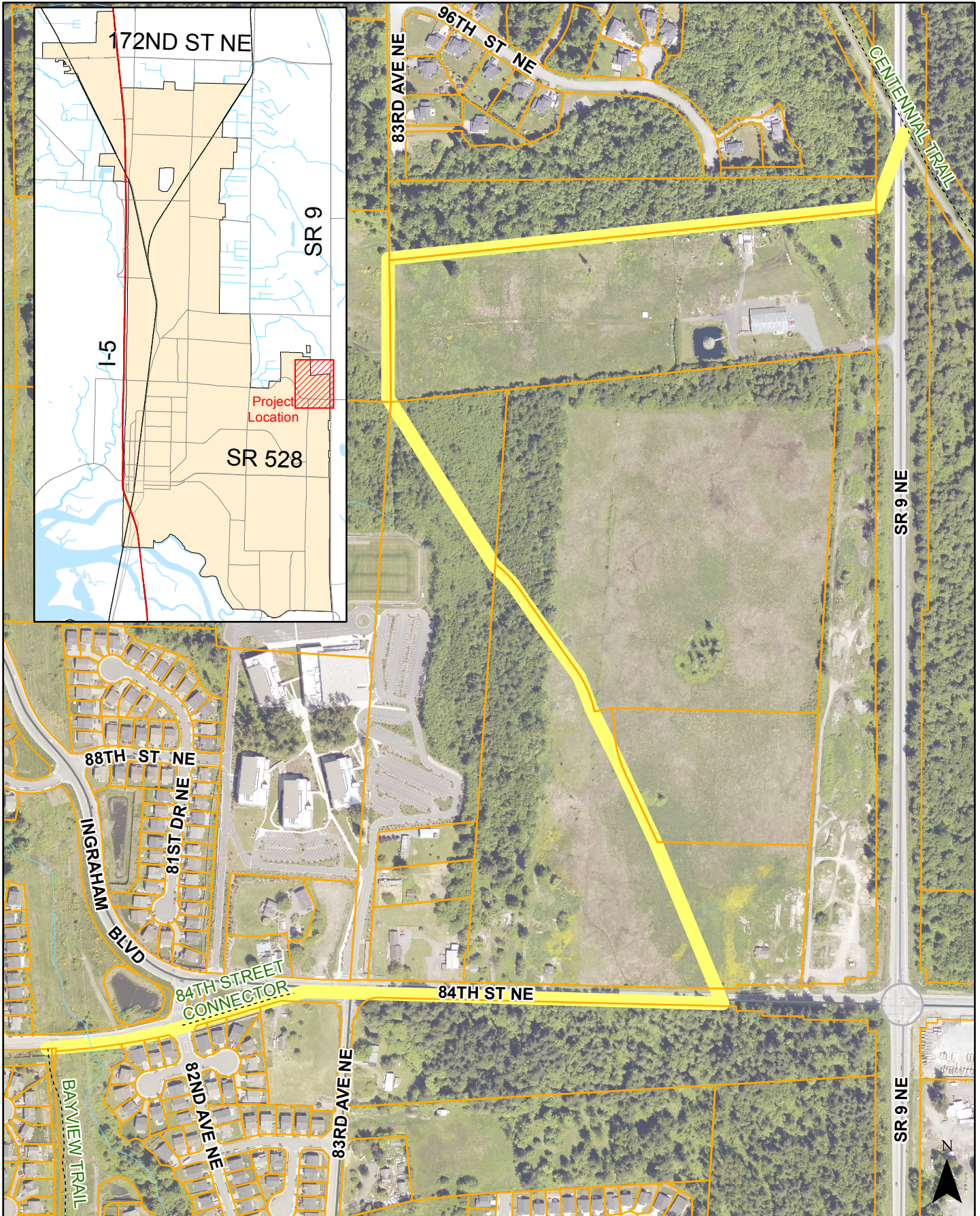
The City was awarded \$500,000 in state funds under the State Transportation Budget. This project will connect the City of Marysville’s local Bayview Trail to the 30-mile Centennial Trail. The Centennial Trail Connector is the third phase of the existing Bayview Trail, located between SR 528 and 84<sup>th</sup> ST NE, and will include 1.34 miles of a shared-use pedestrian and bicycle trail connecting from 84<sup>th</sup> ST NE to the Centennial Trail where it crosses just under State Route 9.

Since this is a State funded project, the funds is administered through WSDOT and a Local Agency Agreement (agreement) and Project Prospectus (prospectus) is required in order to obligate funding. The agreement ensures that state funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding.

WSDOT will only obligate the design portion of the funding at this time, and funding for the right-of-way and construction portions will be obligated separately. The cost for design will be funded with \$35,000.00 in State funds, and \$35,000.00 in City funds, for a total of \$75,000.00.

**RECOMMENDED ACTION:**

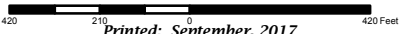
Staff recommends that Council authorize the Mayor to sign and execute the Local Agency State Aid Project Prospectus and Local Agency Funding Agreement with WSDOT thereby securing design funding for the Centennial Trail Project.



- Project Area
- Trails
- Parcels

## Centennial Trail Connector

### Vicinity Map



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**Local Agency State Aid  
Project Prospectus**

Prefix	Route	( )	Date	9/26/2017
Federal Aid Project Number			DUNS Number	076658673
Local Agency Project Number	TBD	( WSDOT Use Only )	Federal Employer Tax ID Number	91-6001459

Agency City of Marysville	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Centennial Trail Connector		Start Latitude N 48-4-17.09 End Latitude N 48-4-48.37	Start Longitude W 122-7-2.78 End Longitude W 122-6-41.50	
Project Termini From-To 84th AVE NE Hwy 9		Nearest City Name Marysville	Project Zip Code (+4) 98270-8063	
Begin Mile Post N/A	End Mile Post N/A	Length of Project 1.3 Miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0745	County Number 31
		County Name Snohomish		
WSDOT Region Northwest Region	Legislative District(s) 38,39	Congressional District(s) 2		Urban Area Number 1

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	State Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$75,000	\$37,500	\$37,500	10	17
R/W	\$325,000	\$162,500	\$162,500	2	18
Const.	\$617,500	\$317,500	\$300,000	9	18
<b>Total</b>	<b>\$1,017,500</b>	<b>\$517,500</b>	<b>\$500,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width Varies	Number of Lanes Varies between 4 lanes and no lanes
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The proposed multi-use trail will follow 84th ST NE, which varies between 2 and 4 lanes. The trail will then head north along an undeveloped portion of land which consists of grass and forested areas.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

This multi-use trail will connect the existing section of the local Bayview Trail in Marysville, WA to an existing section of the regional Centennial Trail in Snohomish County. The proposed multi-use trail will include approximately 7000' of asphalt/concrete paved surface.

Local Agency Contact Person Kyle Woods	Title Project Engineer	Phone 360-363-8286
Mailing Address 80 Columbia Ave	City Marysville	State WA
	Zip Code 98270	
Project Prospectus	By _____ Approving Authority	
	Title Mayor, City of Marysville	Date

Agency City of Marysville	Project Title Centennial Trail Connector	Date 9/26/2017
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Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction	<input checked="" type="checkbox"/> Path / Trail	12' (Trail)	N/A
<input checked="" type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking		
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Urban
	<input type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> NHS	<input type="checkbox"/> NHS
	<input checked="" type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input checked="" type="checkbox"/> Minor Arterial
	<input type="checkbox"/> Collector	<input type="checkbox"/> Collector
	<input checked="" type="checkbox"/> Major Collector	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	35
Design Speed	35	35
Existing ADT	N/A	N/A
Design Year ADT	N/A	N/A
Design Year	N/A	N/A
Design Hourly Volume (DHV)	N/A	N/A

Performance of Work		
Preliminary Engineering Will Be Performed By City Staff	Others	Agency
	%	100 %
Construction Will Be Performed By Contractor	Contract	Agency
	100 %	%

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input type="checkbox"/> Class II - Categorical Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency City of Marysville	Project Title Centennial Trail Connector	Date 9/26/2017
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<b>Right of Way</b>		
<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input checked="" type="checkbox"/> Right of Way Needed	<input type="checkbox"/> Relocation Required
	<input checked="" type="checkbox"/> No Relocation	

<b>Utilities</b>	<b>Railroad</b>
<input type="checkbox"/> No utility work required	<input checked="" type="checkbox"/> No railroad work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Existing utilities, either City owned or privately owned, may require relocation as part of this project. Privately owned facilities will be relocated prior to construction. City owned utilities will be relocated during construction.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Marysville

Date

By \_\_\_\_\_  
Mayor/Chairperson



<b>Local Programs State Funding Agreement</b>  Work by Public Agencies		Agency and Address City of Marysville 80 Columbia Ave Marysville, WA 98270
Agreement Number	Maximum Amount Authorized 500,000.00	Location and Description of Work (See also Exhibit "A")  The Centennial Trail Connector project will include approximately 7000' of a multi-use trail that will connect the local city trail network to the Centennial Trail.
Participating Percentage 100.00%	Project Number	

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	37,500.00		37,500.00
	b. Other	35,000.00	35,000.00	
	c. Other			
	d. State	2,500.00	2,500.00	
	e. Total PE Cost Estimate (a+b+c+d)	\$ 75,000.00	\$ 37,500.00	\$ 37,500.00
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State			
	J. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate (e+j+q)	\$ 75,000.00	\$ 37,500.00	\$ 37,500.00

**I  
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II  
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III  
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**AGENCY**

By: \_\_\_\_\_

Title: Mayor, City of Marysville

Date: \_\_\_\_\_

**IV  
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V  
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI  
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII  
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII  
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX  
Supplement**

This agreement may be modified or supplemented only in writing by parties.

**STATE**

By: \_\_\_\_\_  
Director, Local Programs

Date: \_\_\_\_\_