

#4

Memorandum of Understanding

A Memorandum of Understanding between the City of Shelton, Washington (CITY), Washington State Patrol (WSP) and Washington State Departments of Corrections (DOC) for the Dayton-Airport Road Water Expansion Project and Shelton Regional Water Infrastructure Project

The CITY, WSP and DOC enter into this Memorandum of Understanding (MOU) to show a good faith commitment to a common goal. An MOU is not a legal contract and does not strictly obligate the resources of either governmental entity. This MOU provides a framework to formulate future intergovernmental agreements under authority of RCW 39.34.010 of Washington State Inter-local Cooperation Act to construct water services to WSP and DOC, and the supporting City infrastructure.

1.01 Purpose

This MOU is to collaborate on Phase II of the Shelton Area Regional Water and Wastewater Plan to provide City water and infrastructure to WSP Academy and DOC Correctional Center. This MOU identifies broad areas of collaboration and provides the framework for future intergovernmental agreements.

1.02 Background

- The CITY owns and operates a public water system for purposes of supplying potable water for residential, commercial, industrial, and other public and private use and is authorized to supply water outside of its city limits.
- The WSP and DOC own and operate facilities on the Dayton-Airport Road that require potable water service to improve their function now and in the future. These facilities include the WSP Academy and DOC Correctional Center.
- The CITY has a special interest in extending CITY water and sewer service to the Dayton-Airport Road area in order to stimulate expansion and development, which will ultimately contribute to the CITY's tax base and the financial viability of the CITY's utility.
- Extending water and sewer service to Dayton-Airport Road is consistent with the original intent defined by the Partners in the Shelton Area Water and Sewer Regional Plan (Gray & Osborne, November 2001) to plan and construct infrastructure necessary to provide CITY potable water to the WSP Academy and DOC Correctional Center, including the apportioned percentage for the whole project as defined in Attachment A.
- The parties to this MOU agree providing potable water to the Academy is a high priority and progress is dependant upon secured funding with the desired timeline shown in Attachment B.
- The City is updating its Water Comprehensive Plan as required under RCW 70.116.060 (6) to include an adjustment of service area from the CITY limits to Urban Growth Area, and a six-year Capital Improvement Plan (CIP) that incorporates extending utilities to the Dayton-Airport Road area.

2.01 Objectives

1. The City will own and operate potable water infrastructure to service the WSP Academy in the near term, and the DOC Correctional Center as required to meet long-range plans.
2. The CITY, WSP and DOC will split the cost of various project design and construction activities of water infrastructure. Cost allocation is proposed in Attachment A and will be further defined in a future intergovernmental agreement. Cost estimates are subject to change.
3. The CITY, WSP and DOC understand that partner focus on specific Activities defined in Attachment A offers the opportunity for efficiencies to complete this project in a timely manner. The proposed timeline is described in Attachment B. This will also be included in an intergovernmental agreement.
4. The WSP and DOC commit to design for the extension of the transmission main between the City's Satellite Water Reclamation Plant (SWRP) and the DOC Correctional Center, and construction of the transmission main and appurtenances as needed to supply potable water to the WSP Academy. The WSP and DOC will bear the full cost of this portion of this project.
5. The CITY commits to plan and construct infrastructure such as storage and treatment, disinfection and pipeline improvements, and telemetry necessary to support the supply of potable water to these State facilities once the main is operational. The CITY will bear the full cost of these portions of the Regional Plan to support the potable water extension to WSP and DOC.

4.01 Work Activities and Contacts

- The CITY will be responsible for administering agreements and contracts to complete this project.
- The CITY will prepare an intergovernmental agreement that defines the partner portions of the project costs based upon Attachment A. This agreement will include provisions for latecomers compensation to the state for use of state funded capital investments.
- The WSP and DOC agree to sign Utility Extension Agreements for potable water with the CITY that allows connection only under certain terms and conditions in accordance with the Shelton Municipal Code, as currently enacted or here after amended unless such code is inconsistent with state law.
- The following are contacts directly linked with this project:
 - City of Shelton - Michael J. Michael, P.E. City Engineer (360) 432-5125
 - Washington State Patrol – Arel Solie, Property Management Division Commander (360) 596-6043
 - Department of Correction – Dwight Hollar, Capital Programs Project Manager (360) 725-8344
 - Regional Project Manager – Dennis McDonald (360) 432-5167

5.01 Terms and Conditions

- Terms and Conditions will be defined in future intergovernmental agreements

City of Shelton

Signed 

By: John S. TARRANT

Date: 4-19-2010

Title: MAYOR, City of SHELTON

Washington State Patrol

WSP No. C100755GSC

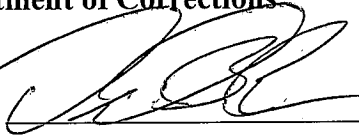
Signed D. J. Karnitz

By: D. J. Karnitz

Date: 3-31-10

Title: Deputy chief

Department of Corrections

Signed 

By: Donald B Jansen

Date: 4/12/2010

Title: Capital Programs Director

ATTACHMENT A
BUDGET DAYTON-AIRPORT ROAD WATER EXPANSION PROJECT *

Draft CIP Shelton Water Comprehensive Plan Update	Total Estimated Costs	Estimated Design (12% of Total)			Estimated Construction Costs		
		City	WSP	DOC	City	WSP	DOC
D-6 DAR Water Transmission Main - Regional system line SWRP to WSP (11,800 LF)	\$3,192,000		\$206,076#	\$176,964#		\$1,511,220	\$1,297,740
ST-3 Associated Regional system storage & treatment	\$4,824,000	\$578,880			\$4,245,120		
T-1 Shelton Springs Disinfection	\$2,350,000	\$282,000			\$2,068,000		
D-5 Pipeline from Shelton Springs to HS Reservoir							
D-2 Telemetry upgrade	\$160,000				\$160,000		
Estimated TOTAL	\$10,526,000	\$860,880	\$206,076	\$176,964	\$6,473,120	\$1,511,220	\$1,297,740

Estimated Partner Total Shares

Totals	Anticipated Percent
City (68.6%)	69.68%
WSP (16.9%)	16.31%
DOC (14.5%)	14.01%
TOTAL	100%

* Apportioned Project costs based on Contract & Finance Work Group Recommendation 12/16/08
Current WSP and DOC design funds for Water Transmission Main is based on actual state appropriated funds

ATTACHMENT B

TIMELINE DAYTON-AIRPORT ROAD WATER EXPANSION PROJECT:

Project	Year/Biennium	July 2009-June 2010	July 2010-June 2011	July 2011-June 2012	July 2012-June 2013
D-6 DAR Water Transmission Main - Regional system line SWRP to WSP (11,800 LF)		Design 2010	Design	Construction	
ST-3 Associated Regional system storage & treatment			Design	Design/Construction	Construction
T-1 Shelton Springs Disinfection D-5 Pipeline from Shelton Springs to HS Reservoir			Design	Design/Construction	Construction
D-2 Telemetry upgrade		Completed in 2009	On going as new facilities are constructed		