RESOLUTION NO. 2369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING A LOCAL AGENCY AGREEMENT WITH WSDOT
FOR THE FENNEL CREEK TRAIL PHASE 2 DESIGN GRANT.

WHEREAS, the City Council desires to continue progress on the Fennel Creek Trail; and

WHEREAS, the City has been approved to receive a Federal grant to cover most of the expense of the design of a 1.5 mile segment of the trail between the “Safe Routes Trail” and the Sumner-Buckley Highway; and

WHEREAS, the State has now included this project in its Transportation Improvement Program; and

WHEREAS, a Local Agency Agreement with WSDOT is needed to proceed with the design phase;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached Local Agency Agreement with WSDOT for the Fennel Creek Trail phase 2 Design Grant.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
May 14, 2014

Mr. Daniel Grigsby
Public Works Director
City of Bonney Lake
PO Box 7380
Bonney Lake, Washington 98391

Dear Mr. Grigsby:

We have received FHWA fund authorization, effective May 2, 2014, for this project as follows:

<table>
<thead>
<tr>
<th>PHASE</th>
<th>TOTAL</th>
<th>FEDERAL SHARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$342,763</td>
<td>$273,600</td>
</tr>
</tbody>
</table>

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8394 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

Enclosure

cc: Neal Campbell, Olympic Region Local Programs Engineer
Local Agency Agreement

Agency City of Bonney Lake
Address 9002 Main Street E
Bonney Lake, WA 98391

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description
Name Fennel Creek Trail - Segment 2
Termini 107th Street E to Sumner Buckley Highway

Description of Work
This grant will provide funding for the design of a portion of the Fennel Creek Trail for approximately 8,051 linear feet or 1.54 miles of trail. Trail width will be 10 feet constructed of permeable material. The design effort will also designate specific right-of-way needs that the City will acquire to implement the design.

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Estimate of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1) Estimated Total</td>
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<tr>
<td></td>
<td>Project Funds</td>
</tr>
<tr>
<td>PE 86.5 %</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>b. Other Consultant</td>
</tr>
<tr>
<td></td>
<td>c. Other Eligible Non Fed Aid</td>
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<tr>
<td>Federal Aid Participation Ratio for PE</td>
<td>d. State</td>
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<tr>
<td>Right of Way %</td>
<td>e. Total PE Cost Estimate (a+b+c+d)</td>
</tr>
<tr>
<td></td>
<td>f. Agency</td>
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<tr>
<td></td>
<td>g. Other</td>
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<tr>
<td></td>
<td>h. Other</td>
</tr>
<tr>
<td>Federal Aid Participation Ratio for RW</td>
<td>i. State</td>
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<tr>
<td>Construction</td>
<td>j. Total R/W Cost Estimate (f+g+h+i)</td>
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<tr>
<td></td>
<td>k. Contract</td>
</tr>
<tr>
<td></td>
<td>l. Other</td>
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<tr>
<td></td>
<td>m. Other</td>
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<tr>
<td></td>
<td>n. Other</td>
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<tr>
<td>Federal Aid Participation Ratio for CN</td>
<td>o. Agency</td>
</tr>
<tr>
<td></td>
<td>p. State</td>
</tr>
<tr>
<td></td>
<td>q. Total CN Cost Estimate (k+l+m+n+o+p)</td>
</tr>
<tr>
<td></td>
<td>r. Total Project Cost Estimate (e+j+q)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Official</th>
<th>Washington State Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>By</td>
</tr>
<tr>
<td>Title</td>
<td>Director of Highways and Local Programs</td>
</tr>
<tr>
<td></td>
<td>APR 29 2014</td>
</tr>
</tbody>
</table>

DOT Form 140-039 EF
Revised 09/2011
Construction Method of Financing  (Check Method Selected)

State Aid and Award

☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

☐ Method B - Withhold from state tax the Agency's share of total construction cost (line 4, column 2) in the amount of $ __________________ at $ __________________ per month for __________ months.

Local Force or Local Aid and Award

☒ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on April 8, 2014, Resolution/Ordinance No. 2369

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Description of Project" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified Personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of each engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget Circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.
The Agency shall bill the State for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

I. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A - The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B - The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C - The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,
performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT’s DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

1. To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

2. To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

3. To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

4. To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

a. Cancel, terminate, or suspend this agreement in whole or in part;

b. Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

c. Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

1. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

2. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

3. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

4. The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.
XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Additional Provisions
### Description of Existing Facility (Existing Design and Present Condition)

The existing Fennel Creek Trail is composed of a 10 foot wide trail made of permeable asphalt. There is a spur trail that accesses a local school that is composed of a bridge and boardwalk section, switch back trail section composed of concrete steps and bark with a similar permeable asphalt trail connecting into a neighborhood sidewalk. This portion of the Fennel Creek Trail will be composed of a similar permeable asphalt trail 10 feet in width.

### Description of Proposed Work

This grant will provide funding for the design of a portion of the Fennel Creek Trail for approximately 8,051 linear feet or 1.54 miles of trail. Trail width will be 10 feet constructed of permeable material.

### Phase Totals

<table>
<thead>
<tr>
<th>Phase</th>
<th>Total Estimated Cost (Nearest Hundred Dollar)</th>
<th>Federal Funds (Nearest Hundred Dollar)</th>
<th>Project Zip Code</th>
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<tr>
<td>P.E.</td>
<td>$342,800</td>
<td>$273,600</td>
<td>98391</td>
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<td>R/W</td>
<td>$500,000</td>
<td>$273,600</td>
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<tr>
<td>Const.</td>
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<td>$1,713,800</td>
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<td>Total</td>
<td>$2,556,600</td>
<td>$2,283,000</td>
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### Description of Proposed Work (Attach additional sheet(s) if necessary)

This grant will provide funding for the design of a portion of the Fennel Creek Trail for approximately 8,051 linear feet or 1.54 miles of trail. Trail width will be 10 feet constructed of permeable material.

### Local Agency Contact Person

<table>
<thead>
<tr>
<th>Gary Leaf</th>
<th>Facilities &amp; Special Project Manager</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address 9002 Main Street E</td>
<td>City Bonney Lake</td>
<td>State WA</td>
</tr>
<tr>
<td>Zip Code 98391</td>
<td></td>
<td></td>
</tr>
</tbody>
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### Project Prospectus Approval

By [Signature] Title [Title] Date 3/17/2014

DOT Form 140-101 EF
Revised 12/2012
**Agency**
City of Bonney Lake

**Project Title**
Fennel Creek Trail - Segment 2

**Date**
3/17/2014

### Type of Proposed Work

Project Type (Check all that Apply)
- [x] New Construction
- [x] Path / Trail
- [ ] Reconstruction
- [ ] Pedestrian / Facilities
- [ ] Railroad
- [ ] Parking
- [ ] Bridge

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<tr>
<th>Roadway Width</th>
<th>Number of Lanes</th>
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<tbody>
<tr>
<td>10 feet</td>
<td>1 (trail)</td>
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### Geometric Design Data

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<tr>
<th>Description</th>
<th>Through Route</th>
<th>Crossroad</th>
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<tr>
<td>Federal Functional Classification</td>
<td>[ ] Urban</td>
<td>[ ] Urban</td>
</tr>
<tr>
<td></td>
<td>[ ] Rural</td>
<td>[ ] Minor Arterial</td>
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<tr>
<td></td>
<td>[ ] NHS</td>
<td>[ ] Principal Arterial</td>
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<td>[ ] Collector</td>
<td>[ ] Major Collector</td>
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<tr>
<td></td>
<td>[ ] Minor Collector</td>
<td>[ ] Local Access</td>
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<tr>
<td>Terrain</td>
<td>[ ] Flat</td>
<td>[ ] Flat</td>
</tr>
<tr>
<td></td>
<td>[ ] Roll</td>
<td>[ ] Roll</td>
</tr>
<tr>
<td></td>
<td>[ ] Mountain</td>
<td>[ ] Mountain</td>
</tr>
</tbody>
</table>

**Terrain**
- [ ] Flat
- [ ] Roll
- [ ] Mountain

**Posted Speed**

**Design Speed**

**Existing ADT**

**Design Year ADT**

**Design Year**

**Design Hourly Volume (DHV)**

### Performance of Work

Preliminary Engineering Will Be Performed By
- Consultant / City of Bonney Lake
- Others: 90%
- Agency: 10%

Construction Will Be Performed By
- Contractor
- Contract: 100%
- Agency: %

### Environmental Classification

- [x] Class I - Environmental Impact Statement (EIS)
- [ ] Project Involves NEPA/SEPA Section 404 Interagency Agreement
- [ ] Class II - Categorically Excluded (CE)
- [x] Projects Requiring Documentation (Documented CE)
- [ ] Class III - Environmental Assessment (EA)
- [ ] Project Involves NEPA/SEPA Section 404 Interagency Agreement

**Environmental Considerations**

DOT Form 140-101 EF
Revised 12/2012
<table>
<thead>
<tr>
<th>Right of Way</th>
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</thead>
<tbody>
<tr>
<td>☐ No Right of Way Required</td>
</tr>
<tr>
<td>☑ Right of Way Required</td>
</tr>
<tr>
<td>☑ No Relocation</td>
</tr>
<tr>
<td>☐ Relocation Required</td>
</tr>
</tbody>
</table>

*All construction required by the contract can be accomplished within the existing right of way.

<table>
<thead>
<tr>
<th>Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
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</table>

<table>
<thead>
<tr>
<th>FAA Involvement</th>
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</thead>
<tbody>
<tr>
<td>Is any airport located within 3.2 kilometers (2 miles) of the proposed project?</td>
</tr>
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<table>
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<tr>
<th>Remarks</th>
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<tr>
<td>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.</td>
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<tr>
<th>Date</th>
<th>Agency</th>
<th>City of Bonney Lake</th>
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<td>4/18/2014</td>
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<th>By</th>
<th>Mayor/Chairperson</th>
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**DOT Form 140-101 EF**
Revised 12/2012

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Previous Editions Obsolete
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

<table>
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<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tr>
<td>PW/Exec / John Woodcock/ Gary Leaf</td>
<td>8 April 2014</td>
<td>AB14-42</td>
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<tr>
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<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tr>
<td>Resolution</td>
<td>2369</td>
<td>Donn Lewis</td>
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**Agenda Subject:** Design grant for 1.5 mile segment of Fennel Creek Trail Phase 2

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Local Agency Agreement With W.S.D.O.T. For The Fennel Creek Trail Phase 2 Design Grant.

**Administrative Recommendation:** Approve

**Background Summary:** Last month we received both State and Federal approval to move forward with a trail design grant that was tentatively awarded to the City to design a 1.5 mile segment of trail between the existing "Safe Routes Trail" and the Sumner-Buckley Highway. This is a substantial segment of trail. The design process will include identification of the most feasible path for the trail and which right-of-way (easements) will be needed. Once the right-of-way has been positively identified we can consider applying for grants for that next phase. The design phase is expected to cost $342,763 and the City's match will be $69,163. We expect the design work to start in 2014 and finish in 2015.

**Attachments:** Resolution 2369; Local Agency Agreement and Project Prospectus, and Map

### BUDGET INFORMATION

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<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
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**Budget Explanation:**

### COMMITTEE, BOARD & COMMISSION REVIEW

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<tr>
<th>Council Committee Review:</th>
<th>Approvals:</th>
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<tbody>
<tr>
<td>Community Development</td>
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<td>Date: 1 April 2014</td>
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<tr>
<td>Councilmember</td>
<td>Dan Swatman</td>
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<tr>
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<td>Randy McKibbin</td>
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<tr>
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<td>Jim Rackley</td>
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**Forward to:**

**Consent Agenda:** ❌ Yes ❌ No

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**

**Meeting Date(s):**

**Public Hearing Date(s):**

**Tabled to Date:**

### APPROVALS

**Director:**

Gary Leaf

**Mayor:**

Neil Johnson Jr.

**Date Reviewed by City Attorney:**

(if applicable): Standard Agreement

Version Oct. 2010