



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99687
PHONE: (907) 373-9050
FAX: (907) 373-0788

COUNCIL MEMORANDUM NO. 91-70

FROM: Mayor Stein

DATE: September 12, 1991

RE: Junk Car Removal


A federal highway program to remove junk cars is available through the Alaska Department of Transportation and Public Facilities. The program provides about \$100.00 for each junk or abandoned vehicle removed from public or private property in sight of, or within 1,000 feet of, a federal aid highway. The renewable agreement would be for a period of six months. The City would have to agree to continue junk car removal at its own expense "subject to availability of funding".

Sitka recently signed an agreement to collect up to 600 cars using \$60,000 of federal funds. Funds are disbursed on a reimbursable basis.

Wasilla has three federal aid highways: Parks Highway, Wasilla-Fishhook Road and Knik Goose Bay Road. The 2000' wide corridors from these roads covers about 10% of the community and most of the downtown area.

The City presently disposes of junk cars under purchase order to Knik Wrecking and other junkyards and towing companies. Junk car collection has cost between \$50 and \$75 each in recent months. Knik Wrecking crushes car bodies and sells them for salvage. The federal program would cover both our direct and indirect costs for the period of the agreement. Junk car removal has been paid from administration contingency funds. The City has removed junk cars primarily from rights-of-way on a complaint basis.

I recommend that the Council authorize the administration to negotiate an agreement with DOT/PF to secure federal funds for junk car removal and prepare an ordinance to appropriate \$7,500 for an on-going junk car disposal program.



John C. Stein, Mayor

Approved 10/28/91

Attachments: DOT/PF 9-9-91 Letter
FHWA 4-18-91 Letter
Sitka Contract - 3-20-91

Reference: Wall Map with Corridors Highlighted on Display
in Council Chambers

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CENTRAL REGION - PLANNING

WALTER J. HICKEL, GOVERNOR

4111 AVIATION AVENUE
P.O. BOX 196900
ANCHORAGE, ALASKA 99519-6900
(TELEX 25-185) (907) 266-1462

September 9, 1991

RE: Abandoned Vehicle Removal

RECEIVED

SEP 11 1991

City of Wasilla, Alaska

The Honorable John Stein, Mayor
City of Wasilla
290 E Herning Ave.
Wasilla, Alaska 99587


Dear Mayor Stein:

Enclosed is a copy of the agreement with the City and Borough of Sitka to remove abandoned vehicles and the relevant portion of the Code of Federal Regulations. Note that reimbursement can not be received for vehicles removed prior to the approval of the agreement. This potential agreement is only applicable to Federal-Aid routes. In Wasilla, the following routes are on the Federal-Aid system:

Parks Highway
Knik-Goose Bay Road
Wasilla-Fishhook Road

If you have additional questions on this matter or wish to enter into a similar agreement, please contact me.

Sincerely,


Roger Maggard
Area Planner

RM/jtf

Enclosure



U.S. Department
of Transportation
**Federal Highway
Administration**

Alaska Division

P.O. Box 21648
Juneau, Alaska 99802-1648

April 18, 1991

*Can not receive
reimbursement for
vehicles removed prior to
FHWA approval of agreement.*
HRW-AK

Donald D. Dieckmeyer, Director
Design and Construction
Southeast Region, Alaska DOT&PF
Juneau, Alaska

Dear Mr. Dieckmeyer:

Project No. RS-000B(1)
Abandoned Motor Vehicles

We concur with Mr. McKinnon's March 26, 1991 request for approval of the Abandoned Motor Vehicle Contract between the City of Sitka and the Department of Transportation and Public Facilities. FHWA should be removed as a signer to the contract.

Sincerely yours,

Robert E. Ruby
Division Administrator

By: Gary E. Wilson
Division Right-of-Way Officer

BLS	MAC	JLJ	GPM	GRM	VMR
SPC	S.E. REGION DESIGN/CONSTRUCTION				PSC
TWR	APR 18 1991				MKT
MAL	ACTING DIRECTOR E.W. DARNELL				EWD
JWS	LLS	SUBJECT FILE			POST

CONTRACT FOR VEHICLE REMOVAL

This agreement made and entered into between the City and Borough of Sitka, hereinafter referred to as "the Borough", and the State of Alaska, Department of Transportation and Public Facilities, hereinafter referred to as "the State". In consideration of the mutual covenants of the parties set out herein it is hereby agreed as follows:

1. **Specifications.** It is understood and agreed by and between the parties to this contract that junk or abandoned vehicles within a corridor of 1,000 feet on either side of the right of way or visible from any primary, secondary or urban federal-aid road system be removed and disposed of subject to the following terms and conditions:

(a) The Borough shall pick up and dispose of junk or abandoned vehicles within the corridor of the primary, secondary or urban federal-aid road system within the City and Borough of Sitka as listed below:

(b) The Borough shall complete the removal of any junk or abandoned vehicles from a segment of the primary, secondary or urban federal-aid road system before starting the removal on the next segment so as not to duplicate the removal along any segment of the system.

(c) Upon completion of a road or segment of road the Borough shall be responsible for keeping roads or segments of roads cleared of abandoned motor vehicles in the future at borough expense.

(d) The Borough shall furnish all vehicle serial numbers and license plate numbers to the State Department of Public Safety and have on file titles or releases from the vehicle owners or the landowners necessary to carry out the terms of this contract.

(e) The Borough shall keep an inventory of all vehicles removed. The inventory shall show the make and model of the vehicle, the date of impoundment, and the primary, secondary or urban road system where the vehicle was removed and shall submit such inventory with each billing.

(f) The State and Borough shall make a concerted effort to control junkyards and junk graveyards as to being in compliance with State law.

2. **Compensation.** The state shall pay the Borough for its services rendered pursuant to Condition No. 1 the sum of \$100.00 for each vehicle removed and crushed (disposed of) from within the corridor.

The State will accept billing for compensation on a monthly basis or as otherwise agreed upon by the parties.

3. **Personnel.** The Borough shall be responsible for furnishing all personnel necessary to complete this contract in an orderly and expeditious manner.

4. **Termination of Agreement.** Either party to this contract may terminate the agreement without cause thirty (30) days after written notice of intent to terminate has been served on the other party.

5. **Term.** This contract shall be effective from the date of execution until termination as provided under Condition No. 4. This contract will terminate upon the completion of removal and payment for up to 600 vehicles, or six (6) months after receiving approval from the Federal Highways Administration to proceed, whichever comes first. By mutual agreement this contract may be extended under the same terms and conditions based upon the availability of local funds.

6. **Nondiscrimination.** State and Borough agree that in the conduct of their respective duties under this contract and in any relations with employees or program participants neither shall discriminate against any person on the basis of race, color, creed, national origin, sex or age.

7. **State and Borough Held Harmless.** The State and Borough shall save and hold each other harmless from any claim, lawsuit or liability arising out of loss, damage or injury to persons or property that may occur as a result of their respective acts or omissions occurring during the course or as a result of the activities performed pursuant to this contract.


8. **Jurisdiction.** Any civil action brought by any party under this agreement shall be commenced and maintained in the District or Superior Court, First Judicial District, Juneau, Alaska.

9. **Integration Clause.** This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral, or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

10. **Nonwaiver.** The failure of the Borough to insist upon strict compliance with any of the terms of this contract shall not constitute a waiver by the Borough of its right with respect to performance rendered thereafter to insist upon full and strict compliance with the exact terms of this contract.


In witness whereof the parties hereby have executed this agreement on the date and place indicated above.

BOROUGH



City Administrator Date
The City and Borough of Sitka 3/20/91

STATE OF ALASKA



Regional Director Date
Department of Transportation
and Public facilities
Southeast Region 3/22/91

(b) There shall be no violation of control of access, and no adverse effect on traffic in the main traveled way.

(c) The agreement between the State and the private operator shall provide that:

(1) The State shall have title to the information center or system upon completion of construction or termination of the lease.

(2) Advertising must be limited to matters relating to and of interest to the traveling public.

(3) Equal access must be provided at reasonable rates to all advertisers considered qualified by the State.

(4) Forty percent or more of all display areas and audible communications shall be devoted free of charge to providing information to the traveling public and public service announcements.

(5) No charge to the public may be made for goods or services except telephone and articles dispensed by vending machines.

(6) Nondiscrimination provisions must be included in accordance with the State assurance with regard to 42 U.S.C. 2000d-2000d-5 (Civil Rights Act of 1964). The private operator may not permit advertising from advertisers who do not provide their services without regard to race, color, or national origin.

(7) The center or system shall be adequately maintained and kept clean and sanitary.

(8) The State may promulgate reasonable rules and regulations on the conduct of the information center or system in the interests of the public.

(9) The State may terminate the lease or agreement for violation of its terms or for other cause.

[43 FR 19390, May 5, 1978, as amended at 48 FR 38611, Aug. 25, 1983]

§ 752.9 Scenic lands.

(a) Acquisition of interests in and improvement of strips of land or water areas adjacent to Federal-aid highways may be made as necessary for restoration, preservation, and enhancement of scenic beauty.

(b) Scenic strip interests may be acquired in one or more projects, authorized separately whether or not there is

or has been a Federal-aid project on the adjoining Federal-aid highway.

(c) Approval of acquisition and development of scenic strips on completed Interstate should be conditioned on a showing that the acquisition of scenic strips was considered under the Highway Beautification Program for that particular section of Interstate.

§ 752.10 Abandoned vehicles.

(a) Abandoned motor vehicles may be removed from the right-of-way and from private lands adjacent to Federal-aid highways for the restoration, preservation, or enhancement of scenic beauty as seen from the traveled way of the highway as a landscape or roadside development project.

(b) The State shall obtain permission or sufficient legal authority to go on private land to carry out this program. Where feasible, an agreement should be made with the owner that he will not in the future place junk, or allow junk to be placed, on his land so as to create an eyesore to the traveling public. The permission or authority and the agreement may be informal.

(c) The collection of abandoned motor vehicles from within the right-of-way must be a development project and not a maintenance operation. Once a State completes a development project for the removal of abandoned motor vehicles from within the highway right-of-way, it is obligated to continue the removal of future abandoned motor vehicles from within the development project limits without further participation.

§ 752.11 Federal participation.

(a) Federal-aid highway funds, but generally excluding Interstate construction funds, are available for landscape development; for the acquisition and development of safety rest areas, scenic overlooks, and scenic lands; for the development of information centers and systems; and for the removal of abandoned motor vehicles.

(b) Federal-aid highway funds may participate in any landscaping project undertaken pursuant to paragraph (a) of this section provided that at least one-quarter of one percent of funds expended for such landscaping project

is used to plant native wildflower seeds or seedlings or both. The Administrator may, upon the request of a State highway agency, grant a waiver to this requirement provided the State certifies that:

(1) Native wildflowers or seedlings cannot be grown satisfactorily; or

(2) There is a scarcity of available planting areas; or

(3) The available planting areas will be used for agricultural purposes.

(c) Subject to the requirement of paragraph (b) of this section, Federal-aid highway funds may participate in plant establishment periods or associated with landscape development.

(d) Notwithstanding the provisions of paragraph (b) of this section, Federal-aid highway funds may participate in the planting of flowering materials, including native wildflowers, donated by garden clubs and other organizations or individuals.

(e) The value of donated plant materials shall not count toward the one-quarter of one percent minimum expenditure required by paragraph (b) of this section.

(f) Federal-aid funds may not be used for assemblage, printing, or distribution of information materials; for temporary or portable information facilities; or for installation, operation, or maintenance of vending machines.

[52 FR 34638, Sept. 14, 1987]

PART 770—AIR QUALITY CONFORMITY AND PRIORITY PROCEDURES FOR USE IN FEDERAL-AID HIGHWAY AND FEDERALLY-FUNDED TRANSIT PROGRAMS

§ 770.1 Purpose.

The purpose of this part is to set forth the procedures for implementing sections 176 (c) and (d) of the Clean Air Act of 1970, as amended (CAA) (42 U.S.C. 7401, et seq.), and the consistency requirement of 23 U.S.C. 109(i).

§ 770.3 Definitions.

(a) "Metropolitan planning organization (MPO)" is that organization designated as being responsible, together with the State, for carrying out the provisions of 23 U.S.C. 134, as required by 23 U.S.C. 104(f)(3), and capable of meeting the requirements of sections 3e(1), 5(1), and 8 (a) and (c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1602(e)(1), 1604(1), and 1607 (a) and (c)). This organization is the forum for cooperative decisionmaking by principal elected officials of general purpose local government.

(b) "National ambient air quality standards" are those standards established pursuant to 42 U.S.C. 7409 (section 109 of the CAA).

(c) "Nonattainment area" is any portion of an air quality control region for which an air pollutant exceeds the national ambient air quality standard for the pollutant as designated pursuant to 42 U.S.C. 7407 (section 107 of the CAA).

(d) "State implementation plan (SIP)" is the plan required by 42 U.S.C. 7410 (section 110 of the CAA) to attain and maintain a national ambient air quality standard. For the purpose of this part, an approved SIP is the implementation plan, or most recent revision of this plan, which has been approved or promulgated by the Environmental Protection Agency (EPA) under section 110 of the CAA.

(e) "Transportation control measure (TCM)" is any measure in a SIP directed toward reducing emissions of air pollutants from transportation sources.

§ 770.5 Policy.

It is the policy of the Federal Highway Administration (FHWA) and the Urban Mass Transportation Administration (UMTA) that the transportation agencies responsible for the planning



WINTER AVE AUGUST 1991



GAMBIT CIRCLE AUGUST 1991