



CITY OF WASILLA

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

COUNCIL MEMORANDUM NO. 91-88

FROM: Deputy Administrator

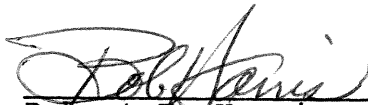
DATE: November 6, 1991

RE: Agreement Between City and Borough on Airport Access Road

Council has directed that the City, rather than the Borough, administer the project to upgrade Rocky Ridge Road and Neuser Drive, the access roads to the new City airport. The roads are outside of the City boundary so we have prepared an agreement wherein the Borough will permit the City to do the construction work and the City will maintain the road thereafter. The City will also claim the State maintenance funds for the road.

The City Code, Section 14.10.070 requires that Council approve the acceptance of roads for maintenance by the City. The roads within the airport boundary will be maintained by the City so the roads to get to the airport will not significantly increase the maintenance requirements.

Recommend Council approval to enter into the construction and maintenance agreement as attached.



Robert E. Harris
Deputy Administrator

Approved 11/13/91



CITY OF WASILLA

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

COUNCIL MEMORANDUM NO. 91-49

FROM: Deputy Administrator

DATE: July 18, 1991

RE: Wasilla Airport Access Road

The City is a recipient of a \$200,000 legislative grant designated for improvement of the road access to the new airport. The upgrade will be primarily focused on Rocky Ridge Road and Neuser Drive. The roads are Borough roads and outside of the City boundary.

There will be requirements for right-of-way and/or utility easement acquisition and engineering coordination with DOT/PF and the utility companies. The Borough staff is willing to administer the project and is in the process of preparing requests to the Assembly for condemnation authority and \$50,000 advance funding until grant funds are received.

Administration requests that Council authorize the Mayor to enter into a Transfer of Responsibility Agreement (TORA) or other reimbursement procedures so that the Borough Public Works Department can oversee the ~~design and construction~~ of the project.

right-of-way acquisition

Robert E. Harris
Deputy Administrator

*Approved as amended
7/22/91*

ASSIGNMENT BY MATANUSKA-SUSITNA BOROUGH
TO THE CITY OF WASILLA OF LIMITED
REAL PROPERTY RIGHTS SO AS TO AUTHORIZE
ROAD IMPROVEMENTS OF BOROUGH OWNED RIGHT-OF-WAYS

This Agreement is intended to set forth the rights and responsibilities of the Matanuska-Susitna Borough, 350 E. Dahlia Avenue, Palmer, Alaska 99645, hereinafter referred to as "Borough" and the City of Wasilla, 290 E. Herning Avenue, Wasilla, Alaska 99654, hereinafter referred to as "City". The subject of this Agreement is the Assignment of authority from the Borough to the City so as to authorize improvement of existing road right-of-way currently owned by the Matanuska-Susitna Borough.

PREMISES

WHEREAS, a new airport is currently being constructed by the State of Alaska, Department of Transportation, west of Wasilla, and

WHEREAS, subsequent to construction it is anticipated that the completed airport will be transferred by the State of Alaska to the City of Wasilla for the purposes of ongoing operation and maintenance of the airport, and

WHEREAS, access to the new airport will be anticipated through Rocky Ridge Road and Neuser Drive (hereinafter referred to as "Access Roads"), and

WHEREAS, the existing Access Roads are presently right-of-ways owned by the Borough, and

The existing and future right-of-ways for (1) Rocky Ridge Road, between Neuser Drive and the George Parks Highway; and, (2) All of Neuser Drive. All said right-of-ways located within Sections 11 and 12, Township 17 North, Range 2 West, Seward Meridian, Palmer Recording District.

The above-described right-of-way shall be hereinafter referred to as "Access Roads".

2. The purposes for which the above right and authority has been granted include the following:

A. Surveying, field staking, and otherwise identifying the area of the existing right-of-way that will be the subject of construction improvements and the area adjacent to the existing right-of-way that must be acquired in order to accomplish the construction of improvements.

B. Negotiation of and conclusion of Agreements with property owners of real property necessary or desirable to acquire for the purpose of constructing improvements to the Access Roads. The authorization contemplated by this sub-paragraph includes the authority for the City to enter into appropriate deeds and/or easement agreements with property owners so as to acquire suitable

noted to be in the name of the Borough for the use and benefit of the general public.

D. Design of appropriate roadway improvements, including any intended or reasonably foreseeable utility facilities to be placed in, upon or adjacent to the roadway improvements. In general, it is the intent of the Borough that the roadway improvements shall be designed so as to comply with the existing minimum Borough standards for a "collector" road, as that term is used under existing Borough ordinances. Prior to the initiation of construction, the Borough shall be presented with design plans for the road improvements. The Borough shall have the right to approve such plans. Review of the plans shall be conducted in a reasonably prompt manner subsequent to submission of the proposed design plan by the City to the Borough. Approval shall be in writing and shall not be withheld unless the withholding of approval is based upon reasonable grounds.

E. Construction of the approved roadway improvements.

3. Continued and future road maintenance shall be as follows. As used herein, road maintenance refers to routine and ordinary activities (e.g. snow plowing in winter

The City agrees to indemnify, defend, and hold the Borough harmless from all liability or loss (including, but not limited to, reasonable attorney fees) arising from any injury to any person or persons or property resulting from any cause or alleged cause related to the activities and conduct of the City anticipated by the scope of this Agreement. The terms of this clause shall include any acts, negligent or otherwise, by the agents, independent contractors, employees or consultants of the City.

5. The City agrees to comply with all applicable federal, state, and local ordinances in conducting its activities related to right-of-way acquisition, roadway improvement designs, and roadway improvement construction. More particularly, but without limitation, the City agrees to administer and monitor conformance with applicable requirements of the law concerning public construction.

The rights and obligations set forth in this Agreement shall not be assigned by either party, unless expressly agreed to in writing. However, this particular paragraph is not intended to preclude or prohibit the City from entering into agreements with appropriate consultants, attorneys, contractors, materialman, surveyors, engineers, and other persons or entities necessary or desirable for the purposes and activities contemplated by the terms of this Agreement.

