

**CITY OF WASILLA
RESOLUTION SERIAL NO. 03-12**

A RESOLUTION OF THE WASILLA CITY COUNCIL APPROVING THE MAINTENANCE AGREEMENT BETWEEN THE CITY OF WASILLA AND THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES FOR LANDSCAPING IMPROVEMENTS AND AMENITIES IN ASSOCIATION WITH THE PARKS HIGHWAY UPGRADE BETWEEN SEWARD MERIDIAN AND CRUSEY STREET.

WHEREAS, the City of Wasilla has requested the State of Alaska, Department of Transportation and Public Facilities, (ADOT&PF), provide certain enhancements and additions in conjunction with the Department's construction of its Parks Highway, Seward Meridian to Crusey Street project, including but not limited to, upgrades and extensions of city streets, a pedestrian undercrossing beneath the Parks Highway in the vicinity of Crusey Street, and other landscape amenities; and

WHEREAS, ADOT&PF has been responsive in providing these improvements in the current proposed bid package; and

WHEREAS, ADOT&PF has requested the City of Wasilla approve a formal agreement prior to providing the improvements and amenities; and

WHEREAS, these improvements and amenities will allow for safe pedestrian access along the improved highway and aide visual enjoyment of the area; and


NOW THEREFORE BE IT RESOLVED, that the Wasilla City Council support the Maintenance Agreement between the City of Wasilla and the State of Alaska Department of Transportation and Public Facilities regarding the Parks Highway, Seward Meridian Parkway to Crusey Street Project; and

BE IT FURTHER RESOLVED that Wasilla City Council supports the Mayor's signing of said agreement.

ADOPTED by the Wasilla City Council on April 28, 2003.


DIANNE M. KELLER, Mayor

ATTEST:


KRISTIE L. SMITHERS, CMC
City Clerk

[SEAL]



CITY OF WASILLA
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TO: Wasilla City Council

THRU: Mayor Dianne M. Keller *DMK*

FROM: Public Works

DATE: April 18, 2003

SUBJECT: Maintenance Agreement between City of Wasilla & ADOT&PF

SUMMARY:

The Alaska Department of Transportation and Public Facilities, (ADOT&PF) has presented the City of Wasilla with a *Maintenance Agreement* between the City of Wasilla ADOT&PF agreeing certain landscape amenities and improvements.

FISCAL IMPACT: Some modest funding increases have been added to the FY04 operating budgets in roads and parks. This will be sufficient to maintain the added improvements.

Account No.:

RECOMMENDED ACTION:

City Council approval of WCC Resolution Serial No. 03-12 allowing signature of Mayor on Maintenance agreement.

ATTACHMENTS:

Wasilla City Council Resolution Serial No. 03-12
Copy of Agreement

MAINTENANCE AGREEMENT
Between the
City of Wasilla
And the
State of Alaska
Department of Transportation and Public Facilities
Regarding the
Parks Highway, Seward Meridian Parkway to Crusey Street Project

WHEREAS, the City of Wasilla, hereinafter called the "CITY", has requested the State of Alaska, Department of Transportation and Public Facilities, hereinafter called the "DEPARTMENT", to provide certain enhancements and additions in conjunction with the DEPARTMENT'S construction of its Parks Highway, Seward Meridian to Crusey Street project (Project number NH-0A4-1(12)/52474), hereinafter called the "PROJECT", including but not limited to, upgrades and extensions of CITY streets, a pedestrian undercrossing of the Parks Highway in the vicinity of Crusey Street, and other landscape amenities, hereinafter all called the "AMENITIES", and

WHEREAS, the DEPARTMENT agrees to fund and to construct the AMENITIES and will provide all labor, materials and equipment necessary to construct the AMENITIES in accordance with the provisions contained within the PROJECT documents and plans, and

WHEREAS, the CITY will have reviewed, approved, and accepted the location, design and specificities of the AMENITIES prior to construction, and

WHEREAS, it has been determined that this work will serve the public interest and enhance the quality of life for the residents of, and visitors to, the City of Wasilla, and

WHEREAS, A.S.19.20.060 authorizes the State and the City to enter into agreements for construction, maintenance and ownership of public ways within their respective jurisdictions, and

WHEREAS, the parties hereto wish to memorialize within this document, hereinafter referred to as the "AGREEMENT", their specific agreements related to the PROJECT and the maintenance and ownership of the AMENITIES,

BE IT NOW AGREED that the CITY will maintain and operate said AMENITIES subject to the following conditions, to wit:

1. The AMENITIES are specifically detailed in Attachment "A" hereto, and by reference made part of this AGREEMENT.
2. The CITY agrees to maintain and operate the AMENITIES consistent with 23 CFR 1.27, the Alaska Highway Maintenance and Operations Manual (HMOM), and the applicable rules and regulations of the CITY.

3. The CITY shall perform its maintenance and operations activities under this AGREEMENT at its sole cost and expense and without reimbursement from the DEPARTMENT.
4. The CITY agrees to assume all maintenance responsibility for the landscaped areas installed as part of the PROJECT and listed on Attachment "A", including any irrigation systems, and upon the DEPARTMENT'S request shall remove any trees or shrubs or other landscaping that reduce the sight distance below acceptable standards.
5. The CITY agrees to assume all responsibility for operation and maintenance, (non-structural), of the pedestrian undercrossing of the Parks Highway, including all pathway and sidewalk sections that connect the undercrossing to the Parks Highway pathway for a minimum of twenty (20) years or for so long as it may remain operational beyond the minimum twenty year period.
6. The CITY agrees to assume all responsibility for operation and maintenance of the CITY streets improved as part of the Project as described in Attachment "A" hereto, including all appurtenances thereto, in perpetuity.
7. The City agrees to perform its responsibilities for maintenance and operations of the Amenities in full and complete compliance with all applicable laws and regulations.
8. Prior to the DEPARTMENT'S Advertising for Construction of the Project, the CITY shall provide to the DEPARTMENT a resolution from the City Council that approves this AGREEMENT, and agrees to provide all necessary maintenance funding for the Amenities for the duration of the term of this Agreement.
9. The DEPARTMENT agrees to bear all costs and expenses of the construction of the AMENITIES.
10. The DEPARTMENT will continue to own and control the Parks Highway right-of-way corridor.
11. The DEPARTMENT reserves the right to examine and inspect any maintenance operation for compliance with the terms and conditions of this agreement.
12. The CITY shall hold the DEPARTMENT, the State of Alaska, its officers, employees, and agents, hereinafter collectively called the STATE, harmless from and defend and indemnify the STATE for liability, claims, or causes of action arising out of this AGREEMENT or relating to the property and facilities being deeded and the obligations being assigned.
 - A. Notwithstanding the foregoing, the CITY shall have no obligation to hold harmless and indemnify the STATE to the extent the STATE is

