

Requested by: Public Works
Prepared by: Public Works
Adopted: January 12, 2004
Vote: Unanimous; Seat F Vacant

**CITY OF WASILLA
RESOLUTION SERIAL NO. 04-02**

**A RESOLUTION OF THE WASILLA CITY COUNCIL AUTHORIZING THE
ADMINISTRATION TO EXECUTE MEMORANDUMS OF AGREEMENT WITH THE
ALASKA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO
CRUSEY STREET AND LUCUS ROAD.**

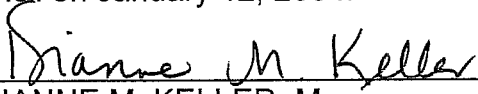
WHEREAS, the State of Alaska Department of Transportation has the authority to plan, design, and construct improvements for Crusey Street and Lucus Road, and

WHEREAS, the State while ranking these projects with other projects during the preparation of the State Transportation Improvement Plan (STIP) recognized that the City has agreed to provide a five percent match towards the design and construction and agrees to maintain and operate the facilities, and

WHEREAS, the memorandums of agreement need to be executed by the City in order for the design phases to begin.

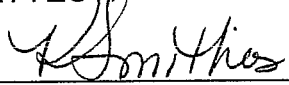
NOW THEREFORE BE IT RESOLVED by the Wasilla City Council that the administration is hereby authorized to execute the memorandums of agreement with the Alaska Department of Transportation for improvements to Crusey Street and Lucus Road (ADOT Projects No. 55006 and 55007).

ADOPTED by the Wasilla City Council on January 12, 2004.



DIANNE M. KELLER, Mayor

ATTEST:



KRISTIE L. SMITHERS, CMC
City Clerk

[SEAL]

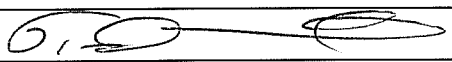


**CITY OF WASILLA
LEGISLATION STAFF REPORT**

RE: Resolution Serial No. 04-02; Improvements To Crusey Street and Lucus Road.

Agenda of: January 12, 2004
Originator: Archie Giddings, Public Works Director

Date: January 5, 2004

Route to:	Department	Signature/Date
	Police	
	Recreational and Cultural Services Library, Museum	
	Public Works Planning	
X	Finance *signature required	
X	Clerk	

REVIEWED BY MAYOR DIANNE M. KELLER: 

FISCAL IMPACT: yes \$12,500 (FY04) or no Funds Available yes no
Account name/number: 110-4320-432-45.03
Attachments: Memorandums of Agreement

SUMMARY STATEMENT: This resolution authorizes the administration to execute memorandums of agreement with the Alaska Department of Transportation for improvements to Crusey Street and Lucus Road. These projects were nominated to the State Transportation Improvements Program (STIP) by the City, where the City agreed to provide a five percent match to improve the STIP scoring for the projects.

ADOT is now prepared to begin the design phase of these projects, that are planned for construction in 2007-2008. The Memorandums of Agreement need to be executed in order for the State to begin the design phase for each project.

5 Percent City Match Combined for Both Projects

FY04	FY05	FY06	FY07
\$12,500	\$17,500	\$30,000	\$225,000



**Memorandum of Agreement
Between State of Alaska and
City of Wasilla**

The parties to this agreement of the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and the City of Wasilla, a municipality established under Alaska law (hereafter the Municipality)

WHEREAS, DOT&PF has the authority to plan, design, and construct Crusey Street Improvements, identified as Project 55006, located within the boundaries of the Municipality (hereafter the project);

WHEREAS, the Municipality desires that DOT&PF plan, design and construct the project; and

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this agreement, as set forth below, regarding the planning, design, construction, maintenance, and operation of the project.

1. PROJECT RANKING

- a. DOT&PF shall, while ranking this project with other projects during the preparation of the State Transportation Improvement Plan (STIP) and capital budgeting process, recognize that the Municipality has agreed to provide a five percent (5%) match towards the design and construction costs of the project and agrees to maintain and operate the project in perpetuity, commencing upon the substantial completion of the construction project.
- b. If the Municipality withdraws its promise to provide the funds listed in 1.a. above, prior to advertising for construction, DOT&PF will reevaluate each project nominated by the municipality without consideration of municipal contribution. Municipal projects will be placed in the Surface Transportation Improvement Plan in accordance with their revised scores. If the Municipality withdraws its promise after the advertisement of a project for bid, the DOT&PF may proceed with construction of the project. In the evaluation of other projects in the municipality in the succeeding six years after the breach, the DOT&PF will not include consideration of municipal contribution until the municipality has cured the breach to the DOT&PF's satisfaction.

2. PLANNING, DESIGN, AND CONSTRUCTION

DOT&PF shall plan, design, and construct the project within the approved scope and funding.

3. SCOPE OF WORK

DOT&PF shall reconstruct approximately 2200 lineal feet of Crusey Street between the Parks Highway and Bogard Road to accommodate four lanes and a center turn lane and landscaping and architectural lighting improvements.

Maintenance and Operations

- a. The Municipality agrees to maintain and operate the project in perpetuity commencing upon the substantial completion of the construction of the project.
- b. The Municipality agrees to maintain and operate the project consistent with 23 CFR 81.27 and DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM).
- c. The Municipality shall perform its activities under this agreement at its sole cost and expense and without reimbursement from DOT&PF. The Municipality's maintenance activities include, but are not limited to:
 - 1) planning, scheduling, administration, and logistics of maintenance activities,
 - 2) traffic control and safety;
 - 3) preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, and under-drains;
 - 4) embankment protection, including erosion control, to as-built conditions;
 - 5) roadside management;
 - 6) snow and ice removal;
 - 7) snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling,
 - 8) winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
 - 9) maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
 - 10) highway marking and repainting as required to maintain performance of their intended function;
 - 11) repair of street lights as required to ensure a functioning system, including repair/replacement of lenses, light bulbs, photo cells, contacts, relays, and wiring;
 - 12) removal of debris, rubbish, and dead animals;
 - 13) signing of seasonal weight restrictions as may be required by local conditions;
 - 1) pothole repair using asphalt products on an as-needed basis;
 - 14) annual crack sealing;
 - 15) repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding on a basis; and
 - 16) minor bridge repairs, which includes painting of localized rust areas, re-decking, and repair of guardrail and railing sections.

Property Management

The municipality agrees that its management of the right of way is subject to the provisions of 23 CFR §1.23, in perpetuity commencing upon the substantial completion of the construction of the project.

The municipality may not allow any encroachment within the right of way of the project without the prior consent of DOT&PF and the Federal Highway Administration. The municipality may not sell any portion of the right of way without the prior consent from DOT&PF and the Federal Highway Administration. In the event that DOT&PF and the Federal Highway Administration give their consent to the disposal of any portion of the right of way for the project, the municipality shall pay proceeds of the sale to DOT&PF, which DOT&PF will credit to the appropriate federal aid accounts.

4. BILLING

The Department will invoice the Municipality on a monthly basis for the 5 % matching share of total costs incurred by the Department during the billing period.

5. TITLE DOCUMENTS

- a. Upon completion of the project, DOT&PF shall execute a quit claim deed that conveys all of its right, title, and interest in the project to the Municipality, subject to utility permits issued under 17 AAC 15, encroachment permits issued under 17 AAC 10.010-17 AAC 10.015, and driveway permits issued under 17 AAC 10.020-17 AAC 10.990.
- b. The quit claim deed issued under this paragraph shall revert to DOT&PF if any land occupied by the project ceases, for any reason, to be used for a public facility.

6. INDEMNIFICATION

The Municipality shall hold the State, its officers, employees, and agents (collectively, "the State") harmless from and defend and indemnify the State for liability, claims, or causes of action arising out of this Deed and Assignment or relating to the property and facilities being deeded and the obligations being assigned.

Notwithstanding the foregoing, the Municipality shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that:

To the maximum extent allowed by law, the Municipality shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this grant, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the Municipality assumes maintenance responsibilities for the facilities.

The Municipality's duty to defend shall apply regardless of whether it is also alleged that the State's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

Neither liability, claims or causes of action arising from injuries which occurred prior to the date of this transfer nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by this paragraph.

7. TERM OF THE AGREEMENT

The municipality agrees to perform property management and maintain and operate the project in perpetuity commencing upon the substantial completion of the construction of the project. DOT&PF shall inform municipality of that date.

8. AMENDMENT OF AGREEMENT

This agreement may only be modified or amended by written agreement on the prescribed Supplemental Agreement forms signed by both parties.

9. THE WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this agreement. This agreement may not be amended by the parties unless agreed to in writing with both parties signing through their authorized representatives.

Dated: _____

State of Alaska
Department of Transportation and Public Facilities

By: _____
(Name)

Title: _____

Dated: _____

(Name of Municipality)

By: _____

Title: _____

ACKNOWLEDGMENT OF MUNICIPALITY

Subscribed and sworn to or affirmed before me by _____, who is _____
of the _____, a municipality established under Alaska law, on this ____ day of _____, 20__.

Notary Public, State of Alaska
My commission expires: _____

ACKNOWLEDGMENT OF STATE OF ALASKA

Subscribed and sworn to or affirmed before me by _____, who is _____
of the _____, a municipality established under Alaska law, on this ____ day of _____, 20__.

Notary Public, State of Alaska
My commission expires: _____

ACKNOWLEDGMENT OF THE ASSEMBLY

OR COUNCIL OF THE MUNICIPALITY

Be it remembered that on the ____ day of _____, 20__ at a regular meeting, of the _____ of _____, a municipality established under Alaska law, granted its approved of the foregoing instrument.

Dated: _____

Clerk



Memorandum of Agreement Between State of Alaska and City of Wasilla

The parties to this agreement of the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and the City of Wasilla, a municipality established under Alaska law (hereafter the Municipality)

WHEREAS, DOT&PF has the authority to plan, design, and construct Lucas Road Improvements, identified as Project 55007, located within the boundaries of the Municipality (hereafter the project);

WHEREAS, the Municipality desires that DOT&PF plan, design and construct the project; and

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this agreement, as set forth below, regarding the planning, design, construction, maintenance, and operation of the project.

1. PROJECT RANKING

- a. DOT&PF shall, while ranking this project with other projects during the preparation of the State Transportation Improvement Plan (STIP) and capital budgeting process, recognize that the Municipality has agreed to provide a five percent (5%) match towards the design and construction costs of the project and agrees to maintain and operate the project in perpetuity, commencing upon the substantial completion of the construction project.
- b. If the Municipality withdraws its promise to provide the funds listed in 1.a. above prior to advertising for construction, DOT&PF will reevaluate each project nominated by the municipality without consideration of municipal contribution. Municipal projects will be placed in the Surface Transportation Improvement Plan in accordance with their revised scores. If the Municipality withdraws its promise after the advertisement of a project for bid, the DOT&PF may proceed with construction of the project. In the evaluation of other projects in the municipality in the succeeding six years after the breach, the DOT&PF will not include consideration of municipal contribution until the municipality has cured the breach to the DOT&PF's satisfaction.

2. PLANNING, DESIGN, AND CONSTRUCTION

DOT&PF shall plan, design, and construct the project within the approved scope and funding.

3. SCOPE OF WORK

DOT&PF shall improve Lucas Road between the Parks Highway and Spruce Avenue to an upgraded two lane facility with shoulders, turning lanes, pedestrian facilities, landscaping and drainage improvements.

Maintenance and Operations

- a. The Municipality agrees to maintain and operate the project in perpetuity commencing upon the substantial completion of the construction of the project.
- b. The Municipality agrees to maintain and operate the project consistent with 23 CFR 81.27 and DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM).
- c. The Municipality shall perform its activities under this agreement at its sole cost and expense and without reimbursement from DOT&PF. The Municipality's maintenance activities include, but are not limited to:
 - 1) planning, scheduling, administration, and logistics of maintenance activities,
 - 2) traffic control and safety;
 - 3) preservation of drainage in an as-built condition, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, and under-drains;
 - 4) embankment protection, including erosion control, to as-built conditions;
 - 5) roadside management;
 - 6) snow and ice removal;
 - 7) snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling,
 - 8) winging, opening of shoulders, ice scraping, drift control, snow slide removal, and associated tasks as may be required for the safe and timely passage of the public;
 - 9) maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
 - 10) highway marking and repainting as required to maintain performance of their intended function;
 - 11) repair of street lights as required to ensure a functioning system, including repair/replacement of lenses, light bulbs, photo cells, contacts, relays, and wiring;
 - 12) removal of debris, rubbish, and dead animals;
 - 13) signing of seasonal weight restrictions as may be required by local conditions;
 - 1) pothole repair using asphalt products on an as-needed basis;
 - 14) annual crack sealing;
 - 15) repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting and bleeding on a basis; and
 - 16) minor bridge repairs, which includes painting of localized rust areas, re-decking, and repair of guardrail and railing sections.

Property Management

The municipality agrees that its management of the right of way is subject to the provisions of 23 CFR §1.23, in perpetuity commencing upon the substantial completion of the construction of the project.

The municipality may not allow any encroachment within the right of way of the project without the prior consent of DOT&PF and the Federal Highway Administration. The municipality may not sell any portion of the right of way without the prior consent from DOT&PF and the Federal Highway Administration. In the event that DOT&PF and the Federal Highway Administration give their consent to the disposal of any portion of the right of way for the project, the municipality shall pay proceeds of the sale to DOT&PF, which DOT&PF will credit to the appropriate federal aid accounts.

4. BILLING

The Department will invoice the Municipality on a monthly basis for the 5 % matching share of total costs incurred by the Department during the billing period.

5. TITLE DOCUMENTS

- a. Upon completion of the project, DOT&PF shall execute a quit claim deed that conveys all of its right, title, and interest in the project to the Municipality, subject to utility permits issued under 17 AAC 15, encroachment permits issued under 17 AAC 10.010-17 AAC 10.015, and driveway permits issued under 17 AAC 10.020-17 AAC 10.990.
- b. The quit claim deed issued under this paragraph shall revert to DOT&PF if any land occupied by the project ceases, for any reason, to be used for a public facility.

6. INDEMNIFICATION

The Municipality shall hold the State, its officers, employees, and agents (collectively, "the State") harmless from and defend and indemnify the State for liability, claims, or causes of action arising out of this Deed and Assignment or relating to the property and facilities being deeded and the obligations being assigned.

Notwithstanding the foregoing, the Municipality shall have no obligation to hold harmless and indemnify the State to the extent the State is determined to be liable for its own acts or omissions, except that:

To the maximum extent allowed by law, the Municipality shall hold the State harmless from and indemnify the State for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this grant, regardless of negligence or other fault, if such liability, claim, or cause of action arises out of an incident that occurs more than two years after the Municipality assumes maintenance responsibilities for the facilities.

The Municipality's duty to defend shall apply regardless of whether it is also alleged that the State's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

Neither liability, claims or causes of action arising from injuries which occurred prior to the date of this transfer nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by this paragraph.

7. TERM OF THE AGREEMENT

The municipality agrees to perform property management and maintain and operate the project in perpetuity commencing upon the substantial completion of the construction of the project. DOT&PF shall inform municipality of that date.

8. AMENDMENT OF AGREEMENT

This agreement may only be modified or amended by written agreement on the prescribed Supplemental Agreement forms signed by both parties.

9. THE WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this agreement. This agreement may not be amended by the parties unless agreed to in writing with both parties signing through their authorized representatives.

Dated: _____

State of Alaska
Department of Transportation and Public Facilities

By: _____
(Name)

Title: _____

Dated: _____

(Name of Municipality)

By: _____

Title: _____

ACKNOWLEDGMENT OF MUNICIPALITY

Subscribed and sworn to or affirmed before me by _____, who is _____
of the _____, a municipality established under Alaska law, on this _____ day of _____, 20__.

Notary Public, State of Alaska
My commission expires: _____

ACKNOWLEDGMENT OF STATE OF ALASKA

Subscribed and sworn to or affirmed before me by _____, who is _____
of the _____, a municipality established under Alaska law, on this _____ day of _____, 20__.

Notary Public, State of Alaska
My commission expires: _____

ACKNOWLEDGMENT OF THE ASSEMBLY
OR COUNCIL OF THE MUNICIPALITY

Be it remembered that on the _____ day of _____, 20____ at a regular meeting, of the _____ of _____, a municipality established under Alaska law, granted its approved of the foregoing instrument.

Dated: _____

Clerk