

**CITY OF WASILLA
RESOLUTION SERIAL NO. 09-11**

A RESOLUTION OF THE WASILLA CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A UTILITY AGREEMENT WITH THE ALASKA RAILROAD TO REBUILD ROAD CROSSINGS AT JUDE STREET AND GLENWOOD AVENUE IN THE AMOUNT OF \$110,000.

WHEREAS, the City is allowed to have road crossings over Alaska Railroad in accordance with the Blanket Permit for Road Crossings and Other Facilities, ARRC Contract No. 7588; and

WHEREAS, the railroad crossings need to be rebuilt to ensure the Alaska Railroad continues to move freight and passengers safely through Wasilla; and

WHEREAS, the Alaska Railroad will perform the work in accordance with ARRC Utility Agreement No. 3-09-154.

NOW, THEREFORE, BE IT RESOLVED, by the Wasilla City Council that the Mayor is authorized to execute a Utility Agreement with the Alaska Railroad to rebuild road crossings at Jude Street and Glenwood Avenue in the amount of \$110,000.

ADOPTED by the Wasilla City Council on April 13, 2009.


VERNE E. RUPPRIGHT, Mayor

ATTEST:



KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

VOTE: Cox, Hall, Harris, Holler, Larson, and Woodruff in favor.




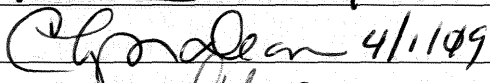
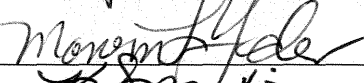

**CITY OF WASILLA
LEGISLATION STAFF REPORT**

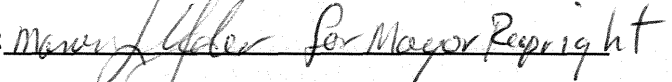
RE: RESOLUTION SERIAL NO. 09-11

A RESOLUTION OF THE WASILLA CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A UTILITY AGREEMENT WITH THE ALASKA RAILROAD TO REBUILD ROAD CROSSINGS AT JUDE STREET AND GLENWOOD AVENUE IN THE AMOUNT OF \$110,000.

Agenda of: April 13, 2009
Originator: Public Works Director

Date: March 24, 2009

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
	Culture and Recreation Services Director Library, Museum, Sports Complex	
X	Public Works Director Facility Maintenance, Utility, Roads & Airport	 3/24/09
	Chief Financial Officer Finance, Risk Management, Purchasing & MIS	 4/1/09
X	Deputy Administrator Planning, Economic Development, Human Resources	
X	City Clerk	

REVIEWED BY MAYOR VERNE E. RUPRIGHT:  for Mayor Rupright

FISCAL IMPACT: yes or no \$110,000 Funds Available yes no
Account number/name: 160-4320-432.45-40/Railroad Crossings
Attachments: ARRC Utility Agreement No. 13-09-154 (4 pp)

SUMMARY STATEMENT: The Alaska Railroad is continuing its program to rebuild the road crossings in Wasilla by 2010. This year the Alaska Railroad is proposing to rebuild the crossings at Jude Street and Glenwood Avenue as part of another project to realign the tracks through these areas. The combined projects will result in a savings for the City of approximately \$100,000. This work is necessary to ensure the Alaska Railroad can continue to move freight and passengers safely through Wasilla. The attached Utility Agreement defines the terms and conditions for this work.

RECOMMENDED ACTION: To adopt Resolution Serial No. 09-11 that authorizes the Mayor to execute a utility agreement with the Alaska Railroad to rebuild road crossings at Jude Street and Glenwood Avenue in the amount of \$110,000.



March 19, 2009

City of Wasilla
Attn: Archie Giddings
290 East Herning
Wasilla, AK 99586

Projects, Engineering and Grants

TEL 907.265.2456

FAX 907.265.2638

e-mail: brookst@akrr.com

RE: Utility Agreement – Track Rehabilitation

Dear Mr. Giddings:

Enclosed are two (2) original copies of the referenced utility agreement. Please sign both copies and return one (1) original to:

Jan Henning, Manager Reimbursable Services
Alaska Railroad Corporation
PO Box 107500
Anchorage, AK 99510-7500

Please contact Jan Henning at 907-265-2214 or e-mail henningj@akrr.com if you have administrative questions or contact me if you have any project related questions.

Sincerely,

Tom Brooks

Tom Brooks
Assistant VP, Projects, Engineering and Grants
Chief Engineer

Enclosure



ARRC No: 13-09-154
Wasilla Project No:
Project: Track Rehab – Jude & Glenwood
ARRC Milepost: MP 157.10 & MP 158.6

UTILITY AGREEMENT

City of Wasilla Track Rehabilitation

This agreement made and entered into this _____ day of _____, 2009 by and between the ALASKA RAILROAD CORPORATION, herein referred to as "ARRC" and the CITY OF WASILLA, 290 East Herring Avenue, Wasilla, Alaska 99654-7091, herein referred to as "WASILLA".

WITNESSETH:

WHEREAS, WASILLA and ARRC are parties to that certain Blanket Permit for Road Crossings and Other facilities, ARRC Contract No. 7588, and have agreed that certain road crossings and other facilities permitted thereunder are in need of rebuilding or upgrade; and

WHEREAS, the road crossings proposed for rebuild is identified as follows:

Jude Road, ARRC MP 157.10, DOT ID # 910 225 S
Glenwood Ave. ARRC MP 158.6 DOT ID # 868 316 K

WHEREAS, WASILLA and ARRC have agreed share the cost of re-building the crossings as cited above, ARRC will provide preliminary engineering, railroad flag protection/project representation and all labor, equipment, materials as specified herein and management expertise to rebuild the railroad/highway grade crossing surfaces. WASILLA will assume the responsibility for paving the approaches to the crossings.

NOW THEREFORE, in consideration of the mutual covenants as identified in the Blanket Permit, Contract No.7588, and as herein recited, the ARRC and WASILLA hereby agree as follows:

1. The construction, adjustment and/or relocation of facilities within the project limits are located at ARRC mileposts as listed above. The scope of work within the project limits to be provided by ARRC is as follows:

ARRC No. 13-09-154
City of Wasilla – Track Rehab

1 of 3

- a. Rebuild one (1) each 20 ft. at-grade crossing at Jude Road with used modular concrete panels in good condition and one (1) 32 ft. at-grade crossing at Glenwood Avenue with new concrete modular panels to fully support highway and railroad traffic.
 - b. Provide railroad flag protection and construction management.
2. Under the terms of this agreement, the ARRC or its contractor will provide the following and ARRC will be entitled to bill WASILLA for reimbursement:
- a. All labor, construction equipment, materials and management expertise to rebuild and/or realign the existing railroad crossing.
 - b. Inspections, attend meetings, support engineering design requirements and other project activities in support of the project.
 - c. ARRC and/or ARRC's contractor shall be responsible for any costs incurred due to delay of trains and/or causing damage to the railbed as a result of ARRC's or its contractor's work.
 - d. Preliminary engineering work that the ARRC has provided for this project prior to the date of this agreement.
 - e. Develop and implement a traffic control plan.
 - f. Railroad flag protection whenever ARRC or WASILLA or its contractor's construction workers or equipment are within 20 feet of the ARRC trackage.
3. Under the terms of this agreement, WASILLA or its contractor will:
- a. Provide a contact person to coordinate the construction of the railroad crossing. ARRC Engineering representative for crossing construction is ARRC Project Manager, Brandon Frazier at 265-2353 or mobile number 441-0271.
 - b. Provide labor, equipment and materials to pave crossing approaches to match the railroad related crossing surface as needed. The track and crossing surfaces will be raised several inches above the current grade. WASILLA will also provide any needed adjustment to roadway appurtenances such as stripping, sidewalks, guardrail and signage.
 - c. Notify ARRC of the schedule for paving and coordinate flagging in accordance with the flag protection requirements of the blanket permit as stated above.

4. (This paragraph is intentionally omitted)

5. Compensation:

- a. WASILLA will compensate the ARRC for items 1a through 1b in a lump sum amount of \$110,000 which will be billed and paid as one sum upon the completion of all work provided by the ARRC.
- b. 23 CFR Part 646 "Railroads" shall apply to the extent required by law.
- c. ARRC costs will be accumulated under ARRC work order/project number 22901 (Jude Road Track Rehab), and 22902 (Glenwood Avenue Track Rehab)
- d. ARRC contact for invoice and billing questions shall be Jan Henning at 265-2214.

6. Schedule:

- a. It is understood that all crossing rebuilds are on the ARRC mainline track. Accurate scheduling and reliable performance of this work is critical to the ARRC's mission of maintaining rail service to the public and ARRC customers.
- b. WASILLA and the ARRC will determine a mutually acceptable work schedule and completion period for all the projects within this agreement. The parties will cooperate in good faith to schedule the crossing reconstructions at the earliest convenience, tentatively in April or May 2009.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above mentioned.

CITY OF WASILLA

COMPANY

**ALASKA RAILROAD
CORPORATION**

(Printed Name)

BY: _____

(Signature)

TITLE: _____

DATE: _____

BY: Thomas E. Brewster

TITLE: Chief Engineer

DATE: 3/12/09