

By: Public Works Department
Adopted: October 12, 2020
Yes: Burney, Graham, Harvey, Ledford, Velock
No: None
Absent: None
(Clerk's Note: Seat A Vacant)

**City of Wasilla
Resolution Serial No. 20-33**

A Resolution Of The Wasilla City Council Authorizing The Mayor To Execute A Memorandum Of Agreement With The Alaska Department Of Transportation and Public Facilities For A New Flashing Beacon At The Intersection Of Church Road And Spruce Avenue.

WHEREAS, the Alaska Department of Transportation and Public Facilities is proposing a new flashing beacon at the intersection of Church Road and Spruce Avenue to reduce crash rates from vehicles failing to stop on the Spruce Avenue approach; and

WHEREAS, funding for this project is through the State's Highway Safety Improvement Program due to the high accident rates at this intersection; and

WHEREAS, for this safety project to be eligible for funding, the local government needs to provide ongoing maintenance and operations of the flashing beacon through a Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council authorizes the Mayor to execute a Memorandum of Agreement with the Alaska Department of Transportation and Public Facilities for a new flashing beacon at the intersection of Church Road and Spruce Avenue.

Effective Date. This resolution takes effect upon adoption.

ADOPTED by the Wasilla City Council on October 12, 2020.


Bert L. Cottle, Mayor

ATTEST:

Jamie Newman, MMC, City Clerk

[SEAL]

**City of Wasilla
Legislative Staff Report
Resolution Serial No. 20-33**

Authorizing The Mayor To Execute A Memorandum Of Agreement With The Alaska Department Of Transportation And Public Facilities For A New Flashing Beacon At The Intersection Of Church Road And Spruce Avenue.

Originator: Public Works Director
Date: 9/29/2020

Agenda of: 10/12/2020

Route to:	Department Head	Signature	Date
X	Public Works Director		9/29/20
X	Finance Director		9-30-20
X	Deputy Administrator		9/30/2020
X	City Clerk		10/1/2020
X	Mayor		10/1/2020

Fiscal Impact: yes or no

Funds Available: yes Proposed FY2022

Account name/number: Electricity/001-4320-432.60-22 \$240 annually

Attachments: Resolution Serial No. 20-33 (2 pages)
ADOT&PF MOA (7 pages)

Summary Statement: This resolution authorizes the Mayor to execute a Memorandum of Agreement with the Alaska Department of Transportation and Public Facilities for a new flashing beacon at the intersection of Church Road and Spruce Avenue. ADOT&PF is proposing the installation of the new flashing beacon through the State's Highway Safety Improvement Program due to a pattern of right-angle and run-off-road crashes experienced at this intersection. The crashes are primarily a result of vehicles failing to stop on the Spruce Avenue approach.

To be eligible for HSIP funding, the local government needs to provide ongoing maintenance and operations of the flashing beacon through a Memorandum of Agreement. The primary cost is for annual electricity estimated at \$20 per month.

Proposed Action: Adopt the resolution.

MEMORANDUM OF AGREEMENT

Between the State of Alaska, Department of Transportation and Public Facilities
and the City of Wasilla

Regarding the Improvement and Maintenance of portions of Church Road and
Spruce Avenue as part of the
HSIP: Church Road and Spruce Avenue Intersection Flashing Beacon Project

The Parties to this Agreement are the State of Alaska acting through its
Department of Transportation and Public Facilities (hereafter "DOT&PF") and the City
of Wasilla, a City established under Alaska law (hereafter the "CITY").

WHEREAS, AS 19.20.060 authorizes DOT&PF and the CITY to enter into
agreements for establishing, maintaining, and regulating use of public ways within their
respective jurisdictions; and

WHEREAS, the Federal Highway Administration (hereafter "FHWA") provides
funds that DOT&PF may utilize for improving feeder roads and intersections
owned/controlled by local governments that are adjacent to federal-aid highways, subject
to the requirement that said improvements be maintained in a manner that will maximize
service life; and

WHEREAS, this agreement must be executed prior to advancing project design as
mandated in the DOT&PF Highway Preconstruction Manual; and

WHEREAS, DOT&PF will plan, design, and construct the following project:
HSIP: Church Road and Spruce Avenue Intersection Flashing Beacon Project (hereafter
referenced as the "Project"). Portions of the Project will be located within roads and
rights-of-way controlled by the CITY; and

WHEREAS, the parties desire to define maintenance responsibilities for those
facilities and improvements located within areas that are currently controlled by the
CITY, or that will be conveyed to the CITY upon completion of the Project (hereafter the
"CITY Improvements"); 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; and

WHEREAS, the parties hereto wish to memorialize within this document,
hereinafter referred to as the "Agreement", their specific obligations with regard to
improvements and facilities associated with the Project.

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 portions of the Project:

1. PLANNING, DESIGN, AND CONSTRUCTION

A. DOT&PF will plan, design and construct the Project within the approved scope and funding and per current standards. It will provide all labor, materials and equipment necessary to construct the Project in accordance with the provisions contained within the Project documents and plans. CITY standards and details will be incorporated for items that will be maintained by the CITY. The CITY will be given opportunity to review and comment on the design and contract documents at the 75 percent "Plans in Hand" design milestone and at the 95 percent "Plans Specifications and Estimate" design milestone at a minimum. All comments will be adjudicated to the satisfaction of both parties. The CITY shall have no claim against DOT&PF for cost overruns or if the money available is not adequate to complete the Project.

B. DOT&PF shall be responsible for permitting all utility relocations necessary for this Project.

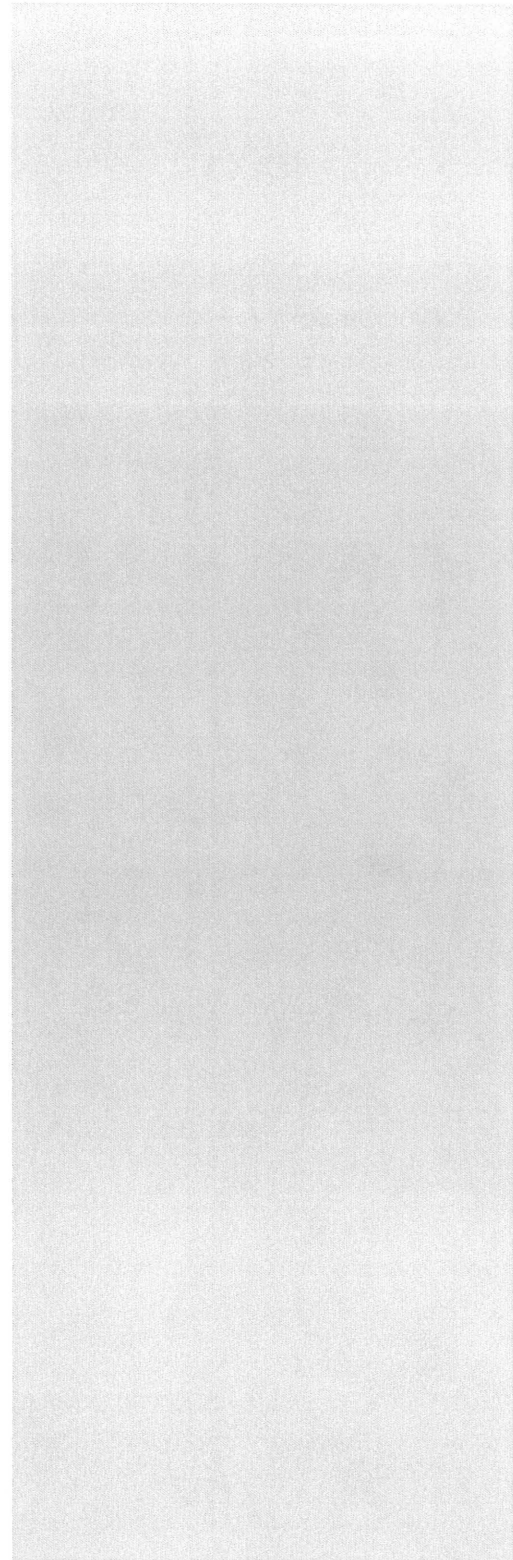
2. SCOPE OF WORK

The scope of the improvements being implemented under this agreement shall be depicted within the drawings for the Project. Generically, the anticipated Project scope includes, but is not limited to, an overhead flashing beacon, minor roadway work, curb and gutter, pathways, signage, landscaping/hardscapes, and load centers. Utility relocations and temporary construction permits are anticipated.

3. CITY OF WASILLA MAINTENANCE AND OPERATIONS

A. Maintenance obligations after substantial completion.

i. At its sole cost and expense, the CITY will maintain and operate the CITY Improvements as described herein in a manner consistent with FHWA requirements imposed under 23 USC § 116 (Maintenance) and the CITY's maintenance standards, commencing upon Substantial Completion of those improvements. The CITY's maintenance responsibilities include preservation of culverts and drainage systems, snow and ice removal, replacement of damaged or illegible signs, repair/replacement of traffic signals as needed, removal of dead animals, and routine pothole and crack repair.



ii. The CITY will continue to own and maintain all portions of Spruce Avenue.

iii. The CITY agrees to assume maintenance responsibilities, up to and including replacement, for the overhead flashing beacon along with any cabinets, load centers, signage on Church Road, or other equipment associated with the proper operation of this beacon.

iv. The CITY may enter into contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the CITY.

v. DOT&PF remains responsible for maintenance and operation of Church Road including, but not limited to, signage, drainage and other items associated with proper roadway operation.

B. Sole remedy for the CITY's failure to meet its maintenance obligations.

In the event DOT&PF and/or FHWA give notice that the CITY is failing to properly maintain the CITY Improvements, the CITY will correct the identified deficiencies within 60 days of the date of that notice. Failure by the CITY to do so will result in DOT&PF suspending all future federally-funded improvements to roads controlled by the CITY until: (1) all maintenance deficiencies are corrected by the CITY; and (2) the CITY reimburses DOT&PF for costs it incurred (if any) in correcting the deficiencies to the satisfaction of FHWA. The parties agree such suspension is DOT&PF's sole remedy for the CITY's failure to meet its maintenance obligations.

C. Maintenance during winter shutdown.

i. If a winter shutdown is required prior to achieving Substantial Completion, the CITY will assume responsibility for, and will undertake, all reasonable and necessary winter maintenance, with respect to the Improved CITY Roads.

ii. Prior to accepting winter maintenance responsibilities, the CITY will perform an inspection to identify any areas where there is risk of damage to completed aspects of the Project based upon the types of equipment it will utilize for snow and ice removal. DOT&PF and/or its contractor will either perform corrective work to correct the identified hazards to the satisfaction of the CITY, or accept the risk that damage may result in those areas notwithstanding the exercise of reasonable care by the CITY or its winter

maintenance contractor(s). However, this provision does not relieve the CITY and its contractor(s) from responsibility for damage to the Project resulting from the negligence, gross negligence or intentional misconduct occurring in connection with winter maintenance activities.

iii. The CITY's winter maintenance will be performed in accordance with its CITY's maintenance standards, and will include the following activities:

- a. Planning, scheduling, administration, and logistics of maintenance activities;
- b. Traffic control and safety;
- c. Snow and ice control, including all plowing, sanding, culvert and storm sewer thawing, snow hauling, 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;
- d. Removal of debris, rubbish, and dead animals;
- e. Pothole repair on an as-needed basis; and
- f. Maintenance with respect to gravel, asphalt pavement, medians.

iv. The CITY may, at its discretion, enter into contracts with third parties to accomplish the winter maintenance.

v. The CITY agrees to perform all winter maintenance at its sole cost and expense, without reimbursement from DOT&PF.

vi. As used in this Agreement, "Substantial Completion" means the time at which the Project (a) can be safely and effectively used by the public without further delays, disruption, or other impediments, and (b) pavement structure, shoulder, drainage, sidewalk, pathway, permanent signing and marking, guardrail and other traffic barrier, safety appurtenances, utilities, lighting, and bridge deck and parapet work is complete.

4. TITLE TRANSFER

Upon completion of the Project if any additional ROW were acquired adjacent to Spruce Avenue, DOT&PF shall execute and the CITY shall accept a quitclaim deed that

conveys all of DOT&PF's right, title, and interest in the portions of the Project designated for ownership by CITY.

5. INDEMNIFICATION

To the maximum extent allowed by law, the CITY shall indemnify, defend, and hold the DOT&PF, its officers, employees, and agents (collectively the "Indemnified Parties") harmless from all liability, claims, causes of action, and costs (including attorney's fees) arising out of this Agreement or relating to the obligations assigned or work performed under this Agreement, including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties.

Notwithstanding the forgoing, the CITY shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:

1. claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion;
2. claims for personal injury, death, or property damage alleging a negligent act or omission by one of the Indemnified Parties and arising from incidents occurring within three years from the date of Substantial Completion; or
3. claims arising from or asserted under AS 46.03.822.

Commented [A1]: Already defined above for the Agreement.

6. AMENDMENT OF AGREEMENT

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

7. 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. The parties may not amend this Agreement unless agreed to in writing with both parties signing through their authorized representatives.

STATE OF ALASKA, DEPARTMENT OF
TRANSPORTATION AND PUBLIC
FACILITIES

By: _____
Wolfgang Junge, P.E. Date
Regional Director

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2020, Wolfgang Junge, P.E., Regional Director of the Department of Transportation and Public Facilities, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

Notary Public, State of Alaska
My commission expires: _____

