

Non-Code Ordinance

By: City Administration
Introduced: November 28, 2022
Public Hearing¹: January 9, 2023
Postponed Indefinitely: January 9, 2023
Yes: Brown, Graham, Johnson, Sullivan-Leonard, Velock
No: None
Absent: Rubeo

**City of Wasilla
Ordinance Serial No. 22-40**

An Ordinance Of The Wasilla City Council Authorizing The Mayor To Grant Certain Easements And Permits In Furtherance Of The Wasilla Main Street Rehabilitation Project

WHEREAS, in 2017, the City of Wasilla entered into a Memorandum of Agreement (“MOA”) with the State of Alaska Department of Transportation and Public Facilities (“DOT”) regarding the Improvement, Maintenance and Operations, and Transfer of portions of Main Street and Yenlo Street as part of the Wasilla Main Street Rehabilitation Project (“Project”); and

WHEREAS, the MOA set forth the various roles and responsibilities of DOT and the City with regard to the Project and the long-term maintenance and ownership of the Project improvements; and

WHEREAS, the City has previously committed to granting certain standard DOT property interests and permits in furtherance of the Project and to the mutual benefit of the City and the DOT; and

WHEREAS such interests include public use easements, temporary construction easements, and temporary construction permits providing for the construction and future maintenance of roadway improvements and associated utility service; and

WHEREAS, the City’s actions in furtherance of the Project constitute cooperation with both the United States Government and the State of Alaska for the improvement and development of real property within city boundaries per Wasilla Municipal Code 5.28.080.

¹ This Ordinance was originally scheduled for public hearing on December 12, 2022. The December 12, meeting was canceled due to inclement weather with agenda items rescheduled to January 9, 2023.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Classification. This is a non-code ordinance.

Section 2. Authorization. The Mayor is authorized to provide the DOT those easements and permits necessary to the Project per the terms set forth in DOT's standard forms associated with the Project.

Section 3. Effective Date. This ordinance shall take effect upon adoption.

POSTPONED INDEFINITELY by the Wasilla City Council on January 9, 2023.

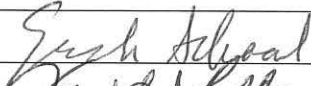
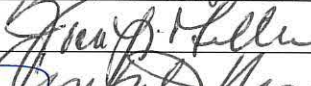


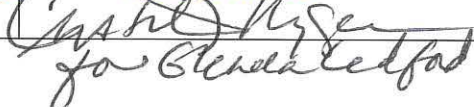
City of Wasilla
Legislative Staff Report
Ordinance Serial No. 22-40
(Non-Code Ordinance)

Authorizing The Mayor To Grant Certain Easements And Permits In Furtherance Of The Wasilla Main Street Rehabilitation Project.

Originator: Robert L Walden, PE; Deputy Director of Public Works

Date: 11/15/2022

Agenda of: 11/28/2022

| Route to: | Department Head | Signature | Date |
|-----------|-----------------------|--|------------|
| X | Public Works Director |  | 11/17/2022 |
| X | Finance Director |  | 11/17/2022 |
| X | Deputy Administrator |  | 11/17/22 |
| X | City Clerk |  | 11/17/2022 |
| X | Mayor |  | 11/17/22 |

Fiscal Impact: yes or no

Attachments: 2017 Wasilla Main Street MOA (13 pages)
City of Wasilla list of parcels (2 pages)

Summary Statement: This ordinance grants permission for the Mayor to move forward with the finalization of easements and permits to continue the Wasilla Main Street Rehabilitation project. This will allow moving from 85% plans to 95% plans with DOWL as the designers.

We entered a Memorandum of Agreement (MOA) with the State of Alaska (State) in 2017 to work with them on our properties along this corridor. This agreement defined long-term maintenance and ownership of the project improvements and mutual benefit of the properties that need easements.

These easements are public use easements and temporary construction easements. When all is said and done, we will be given back ownership of these easements after construction is completed by the state.

Proposed Action: Introduce and set the Ordinance for public hearing.

Memorandum of Agreement

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

Regarding the Improvement, Maintenance and Operations, and Transfer of portions of
Main Street and Yenlo Street as part of the
Wasilla – Main Street Rehabilitation Project
Project No. Z600770000 / 0001408

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

WHEREAS, A.S.19.20.060 authorizes the Parties to enter into agreements for establishing, maintaining, and regulating use of public right-of-way within their respective jurisdictions; and

WHEREAS, the Federal Highway Administration (hereafter FHWA) designated the DOT&PF as the agency in Alaska to administer FHWA’s federal funding program; and

WHEREAS, the DOT&PF is acting to fulfill its responsibility to FHWA by administering the project described in this Agreement, and the CITY hereby agrees that the DOT&PF shall have full authority to carry out this administration; and

WHEREAS, the CITY requests DOT&PF to plan, design, and construct the Wasilla – Main Street Rehabilitation Project, identified as Project No. Z600770000 / 0001408 (“Project”), located within the boundaries of the CITY; and

WHEREAS, the DOT&PF agrees to fund and construct the Project and will provide all labor, materials and equipment necessary to design and construct the Project in accordance with the provisions contained within the Project documents and plans; and

WHEREAS, the CITY will have reviewed, approved, and concurred with the DOT&PF’s decisions, regarding the location, design and specificities of the Project prior to construction; and

WHEREAS, the CITY agrees to operate and maintain all improvements associated with the Project, regardless of ownership, upon substantial completion of the Project, as specifically provided herein; and

WHEREAS, the Project limits will involve right of way owned by CITY, right of way owned by DOT&PF, and right of way to be acquired, and the Parties desire to consolidate right of way ownership upon completion of the Project in order to facilitate the post-completion management, maintenance and operation of the Project by the Parties; and

WHEREAS, DOT&PF desires, upon completion of the Project, to transfer all of the right of way within the Project limits to the CITY with the exception of: Parks Highway, Wasilla-Fishhook Road 500 feet north of the Nelson Road and Bogard Road intersection center; and Knik-Goose Bay Road 500 feet north of the Palmer-Wasilla Highway extension intersection center, and

WHEREAS, the CITY agrees to accept, by Commissioner's Quit Claim Deed, all of the right of way associated with and acquired for the Project within the project limits with the exception of: Parks Highway and Wasilla-Fishhook Road; 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 agreements related to the Project right of way and the maintenance and operations of improvements associated with the Project; and

IT IS THEREFORE AGREED by the Parties, in consideration of the mutual promises contained herein, as set forth below, regarding the planning, design, construction, maintenance, transfer of right of way and operation of the Project.

A. SCOPE OF WORK

1. The scope of Project improvements subject to this agreement shall be depicted within the design drawings for the Project. Generally, the improvements include, but are not limited to, construction of a new one-way couplet along the alignments of Main Street/Knik Goose-Bay Road (west segment) and Talkeetna Street/Yenlo Street (east segment), between Bogard Road and East Palmer-Wasilla Highway (extension). The Project improvements include, but are not limited to, new foundation gravel, asphalt pavement, medians, pathways, signals, load centers, and storm drain. The CITY of Wasilla has elected to underground the utilities in the project area and shall do so at its own expense.

B. FUNDING

1. This Project is funded through Federal Highway Administration, administered through their agent DOT&PF. The Project will design and construct roadway and pedestrian improvements within the approved scope and construction funding estimate of \$30,500,000.
2. Project features which are beyond the approved scope and funding which The CITY wishes to include in the project will be included at the sole expense of The CITY.
3. The CITY has elected to underground the utilities in the project area and shall do so at its own expense.
4. The CITY shall have no claims against DOT&PF for cost overruns or if the money available is not adequate to complete the Project.

5. The CITY agrees to accept annual maintenance and operations responsibilities for the project including responsibility for all warranties and guarantees related to the signal systems, as noted under Section G

C. DESIGN

1. The Project design for Main Street and Yenlo from the Parks Highway to Bogard Road (Downtown Central Business District) currently includes on-street parking in certain locations. DOT&PF "Wasilla Main Street Traffic Analysis (2-lane vs 3-lane Analysis)" April 2016 confirmed that these segments will function at an acceptable Level Of Service with on-street parking through the design year 2035. The CITY agrees and promises to remove this on-street parking and convert the parking lane to travelled way either when the Level Of Service falls below "E", or when safety and operational conflicts significantly impact the surrounding DOT&PF roadways, even if this occurs prior to the design year 2035. Conversion of the north-south parking lanes to travel lanes will be at the sole expense of the CITY.

D. RIGHT-OF-WAY, DRAINAGE, AND UTILITY IMPACTS

1. Upon completion of the Project, DOT&PF shall execute and the CITY shall accept a quit claim deed that conveys all of DOT&PF's right, title, and interest in the portions of the project designated for ownership by CITY (reference "Exhibit A") subject to utility permits issued under 17 AAC 15, encroachment permits issued under 17 AAC 10.010 through 17 AAC 10.015, and driveway permits issued under 17 AAC 10.020 through 17 AAC 10.990. 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 within 20 years of project completion.
2. DOT&PF will acquire right of way as necessary for the execution of the Project, part of which is designated for transfer to the CITY on completion of the project. The limits of the right of way designated for transfer is indicated on the attachment to this Agreement described as Exhibit A. The CITY agrees to maintain and operate portions of the Project as described under Section G and consistent with 23 CFR § 1.27 and DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM), commencing upon Substantial Completion of the improvements; and
3. Drainage design will include urban storm drain systems, rural ditch conveyance systems, and low impact development systems.
4. The CITY has elected to underground the utilities in the project area and shall do so at its own expense.
5. DOT&PF shall be responsible for permitting all utility relocations necessary for this Project that are located within their managed Right of Way. The CITY shall be responsible for permitting all utility relocations necessary for this Project that are located

within both their existing Right of Way and the right of way to be transferred upon Project completion.

6. All traffic signal systems and illumination installed by this project in the CITY right of way shall be owned by the CITY upon substantial completion and shall be fed from load centers supplying power that is billed to and paid for by the CITY.

E. CONSTRUCTION

1. DOT&PF shall construct the Project within the approved scope and funding.

F. MAINTENANCE AND OPERATIONS DURING CONSTRUCTION

1. DOT&PF will keep the CITY advised of the construction schedule of the DOT&PF constructed improvements and status of completion through a single point of contact, the DOT&PF Project Manager. This person will coordinate with all other sections of DOT&PF as needed.
2. DOT&PF is responsible for traffic control during construction and winter shutdown of the improvements. DOT&PF will coordinate with the CITY regarding traffic control plans that close, detour or otherwise significantly impact CITY road and sidewalk rights of way within the CITY. When DOT&PF construction work causes complete closures of any traffic lanes or sidewalks in the CITY right of way, the DOT&PF will submit Traffic Control Plans to the CITY, Traffic Department for coordination ahead of the planned work. This does not apply to mobile maintenance and operations work.

G. MAINTENANCE AND OPERATIONS POST CONSTRUCTION

1. The CITY agrees to assume maintenance and operations responsibility for the Project for streets to be CITY right of way ownership upon Project completion, as indicated on the attachment to this Agreement described as Exhibit A. The CITY agrees to maintenance and operations responsibilities of the gravel, asphalt pavement, medians, pathways, sidewalks, signals, illumination, and load centers. 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. All maintenance will be performed at regular intervals or as required for efficient operation of the complete Project improvements. The CITY's maintenance responsibilities commence the date of Project substantial completion. At that same time this Agreement constitutes an Approach Road Permit for all CITY roads built under this Project and accessing DOT&PF roads .
2. The CITY shall perform its activities under this Agreement at its sole cost and expense and without reimbursement from DOT&PF. The CITY's maintenance and operational activities include, but are not limited to:
 - a. Planning, scheduling, administration, and logistics of maintenance activities;

- b. Traffic control and safety;
- c. Preservation of drainage, including maintenance of all culverts, ditches, storm sewers, gutters, dry wells, retention basins and under-drains;
- d. Embankment protection, including erosion control;
- e. Roadside management;
- f. Snow and ice removal;
- g. 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 safer and timely passage of the public;
- h. Maintaining signs and delineators;
- i. Highway marking and repainting CITY roadways and entire intersections, to include all approach markings, within the project limits as depicted in Exhibit A;
- j. Repair of street lights as required to ensure a functioning system, including repair/replacement of poles, lenses, light bulbs, photo cells, contacts, relays, and wiring;
- k. Removal of debris, rubbish, and dead animals;
- l. Signing of seasonal weight restrictions as may be required by local conditions;
- m. Pothole repair using asphalt products on an as-needed basis;
- n. Annual crack sealing;
- o. Repairs of minor rutting, waves, sags, humps, corrugations, raveling, alligator cracks, pitting, and bleeding on an as-needed basis;
- p. Payment of all utility costs associated with Project improvements;
- q. Maintenance and operation of highway and pedestrian scale lighting systems constructed as part to the Project;
- r. Maintenance and care of landscaping to as-built conditions;
- s. Maintenance and operation of traffic signal systems constructed in the CITY right of way as part of the Project (described further in 3 below).

3. Traffic Signal Systems Agreement

- a. Ownership of traffic signal systems shall be as shown in Exhibit A.
- b. For traffic signal systems owned by The CITY, DOT&PF shall be responsible for software program settings for the traffic signal systems, electronic devices, and the communication between them, inside the signal controller cabinet. This includes Conflict Monitor testing and signal input and timing. The CITY shall be responsible for maintenance and electrician work to support the signal controller cabinet shell, cabinet foundation, all internal hardware and electronics, and all traffic signal systems outside the signal controller cabinet including but not limited to signal structures, heads, signs, striping, load centers, traffic loops, north-south corridors interconnect wiring to the Parks Highway signal cabinets, and other detection associated with proper signal operation. Traffic signals owned by the CITY shall be on load centers billed to the CITY.
- c. The CITY shall pay the utility bills for operation of all CITY owned traffic signals. When a cabinet and foundation is damaged or nonfunctional due to a

vehicular crash or other event, the CITY shall replace the cabinet and foundation as needed.

- d. DOT&PF will notify the CITY when the DOT&PF constructed traffic signals and devices are ready for activation. DOT&PF will follow its specifications to document substantial completion of permanent signals and transfer to the CITY
 - e. DOT&PF will provide final as-built plans of the DOT&PF constructed traffic signals and devices with project drawing sheets showing all completed work. DOT&PF will submit three (3) complete sets of as-built plans signed and sealed by a qualified engineer to the CITY to include the following information on the appropriate sheets:
 - i. Location, width, and depth of conduit runs.
 - ii. Station and offset measurements of all junction boxes.
 - iii. Heights of signal faces and overhead signs.
 - iv. A list of equipment, including manufacturer, brand, and model number installed in each controller cabinet.
 - v. Signing and striping details.
 - vi. Location, width and depth of storm drains.
 - vii. Plan, profile and cross-section of intersections.
4. Signing and Striping: The signing and striping includes, but is not limited to:
- a. Mast arm mounted regulatory signing (do not enter, no left turn, no right turn on red, etc.);
 - b. Pole or mast arm mounted guidance signing;
 - c. Advance guidance signing;
 - d. School zone signing and striping;
 - e. Stop bars and crosswalks;
 - f. Turn arrows and "ONLY" markings;
 - g. All advance railroad signing/striping and grade crossing surfaces are billable to and paid by the CITY under permits for a street crossing issued by the Alaska Railroad Corporation ARRC. (Gates, flashers and Parks Highway preemption wiring is by the Alaska Railroad under this permit. Preemption software settings are coordinated with DOT&PF under signal cabinet operations in item 3 above.). Preemption electrical connections inside the signal cabinet, and all other electrical work inside the cabinet are performed by the CITY.
5. Illumination Systems
- a. All CITY owned illumination systems (street and pedestrian scale lights) shall be maintained and the utility bills paid by the CITY.
6. The CITY will assume primary responsibility for right of way management for the couplet, including right of way permitting, driveway permitting, and enforcement of laws applicable to the improvements and right of way contained within the Project. The DOT&PF will maintain primary responsibility for right of way management on the Parks

Highway, Knik-Goose Bay Road 500 feet north of the Palmer-Wasilla extension, and Wasilla Fishhook Road 500 feet north of the Nelson Road and Bogard Road intersection center, including right of way permitting, driveway permitting, and enforcement of laws applicable to the improvements and right of way contained within the Project. Each party with primary responsibility will consult with the other party regarding right of way permitting and management issues.

7. Prior to DOT&PF's Advertising for Construction of the Project, the CITY shall provide to DOT&PF a resolution from the CITY Council that approves this agreement.

As used in this Section, "Substantial Completion" means a formal Letter of Substantial Completion issued by the DOT&PF Construction Division. This letter is issued at the time at which the Project or a portion of 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, and lighting work is complete

H. GUARANTEES and WARRANTIES

DOT&PF shall administer such warranties and guarantees as are provided in the construction plans and specifications for the Project for a period of 1 (one) year from the date of the Letter of Substantial Completion issued by DOT&PF. The CITY and the DOT&PF shall notify each other in writing upon discovery of any failure or defect covered by the Project.

Copies of the following items for the DOT&PF constructed improvements will be provided to the CITY:

1. Applicable product warranties and guarantees.
2. Operating manuals and instruction sheets.
3. Parts furnished with materials used in the work.
4. Signal pole shop drawings and certifications matched to each pole.

I. 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.

J. AMENDMENT OF AGREEMENT

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

K. EFFECTIVE DATE

1. This Agreement becomes effective as of the date of the final signature below.

L. CONTACT INFORMATION

1. During Preconstruction, the primary contact for the DOT&PF is:

Kelly Summers, PE, Project Manager
State of Alaska, Department of Transportation & Public Facilities
P.O. Box 196900
4111 Aviation Avenue
Anchorage, AK 99519-6900
Phone: 907-269-0546

During Construction, the primary contact for the DOT&PF is:

Steve Frey, P.E., Construction Group Chief
State of Alaska, Department of Transportation & Public Facilities
P.O. Box 196900
4111 Aviation Avenue
Anchorage, AK 99519-6900
Phone: 907-269-0664

2. The primary contact for CITY is:

Archie Giddings, PE, Public Works Director
CITY of Wasilla Department of Public Works
290 E Hearning Avenue
Wasilla, AK 99654
Phone: 907-373-9010

M. NOTICES

1. Any notice or invoice required or permitted to be given under this Agreement shall be in writing. Notice shall be deemed to have been given: (a) 5 (five) business days after deposit with the United States Mail as Certified Mail, Return Receipt Requested and postage prepaid; or (b) 2 (two) business days after deposit with a nationally recognized

overnight delivery service which provides delivery tracking, with payment made by the sending party; or (c) on the date of personal delivery. Notices shall be addressed to the Party being notified at the address given above (or such other address which any Party may designate for itself from time to time hereafter by written notice to the other Party).

N. NO WAIVER

1. The failure of either Party to this Agreement to insist on the performance of any of the terms or conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

O. APPEALS PROCESS

1. If a dispute arises under this Agreement between the Parties, and the Parties cannot resolve the matter between them within 45 days after the aggrieved party gives notice to the other party, the aggrieved party may request that the matter be resolved by arbitration.
2. Each party shall appoint an arbitrator to hear the dispute. The two arbitrators acting together shall select a third arbitrator to join them on an arbitration panel. The three arbitrators shall hear the matter under such rules and procedures as they deem necessary to conduct the proceedings.
3. Each party shall pay the expenses of the arbitrator it appoints. The party against whom a decision is rendered shall pay the costs of the arbitrator selected by the arbitrators appointed by the parties, and all expenses incurred in the conduct of any hearing on the dispute.
4. Except when the provisions of this paragraph (5) provide otherwise, any arbitration under this paragraph is subject to AS 09.43.010-09.43.180, the Uniform Arbitration Act.
5. A decision by the Federal Government denying, or limiting, federal participation in project costs may not be arbitrated under this Agreement. The CITY may only pursue such claims under federal law and procedure.

P. MISCELLANEOUS

1. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between the DOT&PF and the CITY.
2. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full herein. The recitals are incorporated herein by reference as matters of contract and not mere recital.

3. This Agreement shall become a binding obligation of the parties only upon the complete execution and delivery thereof by both parties.
4. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, then such term or provision shall be stricken and the remainder of the Agreement shall not be affected. Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.
5. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.
6. This Agreement shall be interpreted and governed by Alaska law. This Agreement shall be enforceable by any action in law or equity, including without limitation, specific performance and injunctive relief.

Q. THE WHOLE AGREEMENT

1. 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.

R. PENALTY FOR BREACH

1. Any withdrawal of the CITY's promise to maintain and operate portions of the Project upon completion, including a withdrawal at any time after construction is completed, shall be considered a breach. If, prior to advertising for construction, the CITY withdraws its promise to maintain and operate portions of the Project upon completion, the DOT&PF will reevaluate each project nominated by the CITY without consideration of CITY maintenance. If the CITY withdraws its promise after the advertisement of a project for bid, the DOT&PF may proceed with construction of the project and seek recovery of maintenance costs from the CITY. In the evaluation of other projects in the CITY in the succeeding six years after the breach, the DOT&PF will not include consideration of CITY contribution until the CITY has cured the breach to the DOT&PF's satisfaction.
2. If notified by the DOT&PF in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the CITY shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the CITY shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the CITY to remedy, or to satisfactorily commence the remedy of, the default shall result in the

termination of this Agreement by the DOT&PF. If this Agreement is terminated pursuant to this clause, the CITY shall be liable to repay to the DOT&PF all of the Federal Funds disbursed to it under this Agreement.

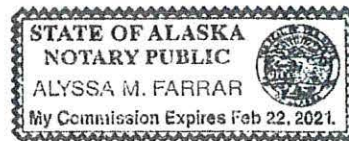
3. If the CITY makes a written request for the cancellation of a federal-aid project, the CITY shall bear 100 percent of all costs as of the date of cancellation. If the DOT&PF was the sole cause of the cancellation, the DOT&PF shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the DOT&PF or CITY, the CITY shall bear all development costs, whether incurred by the DOT&PF or the CITY, either directly or through contract services, and the DOT&PF shall bear any administrative costs incurred. After settlement of payments, the DOT&PF shall deliver surveys, maps, field notes, and other data to the CITY.

CITY OF WASILLA

By: [Signature] 7/6/2017
Bert Cottle Date
Mayor

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)



On this 6th day of July, 2017, Bert Cottle, Mayor acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

[Signature]
Notary Public, State of Alaska
My commission expires: 02/22/2021

STATE OF ALASKA, DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES

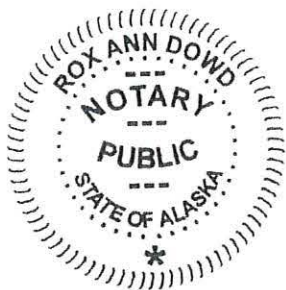
By: [Signature] 7-19-17
Dave Kemp, P.E., PMP Date
Central Regional Director

ACKNOWLEDGEMENT

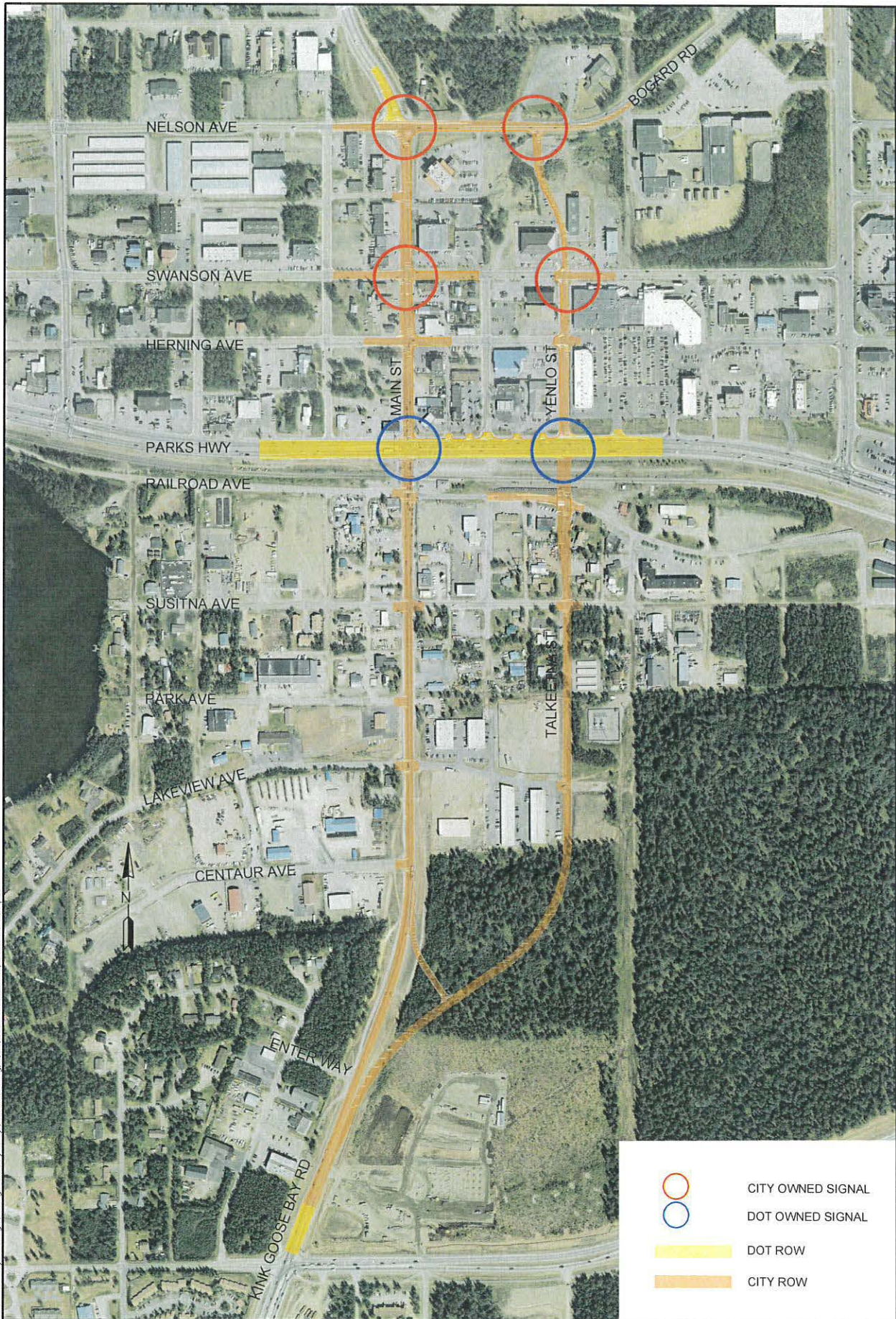
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)





On this 19th day of July, 2017, Dave Kemp, P.E., PMP 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.

[Signature]
Notary Public, State of Alaska
My commission expires: End of Office



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-  CITY OWNED SIGNAL
-  DOT OWNED SIGNAL
-  DOT ROW
-  CITY ROW

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Scale: _____
Date: 5/5/2017
By: K SUMMERS

WASILLA MAIN STREET REHABILITATION
PROJECT NO.
EXHIBIT A RIGHT OF WAY & SIGNAL OWNERSHIP
WASILLA, AK

EXHIBIT A

City of Wasilla Donation Parcels (NOTE: No longer donation Parcels)

Parcel 3: Lot 1 Main Street Couplet Subdivision, Plat 2018-2.

Acquisition: Public Use Easement for couplet turnaround.

Owner: City of Wasilla.

Document needed: Public Use Easement.

Parcel E-6: Lot 10, Block 2, U.S. Survey No. 1175, Wasilla Townsite.

Acquisition: Public Use Easement for Right of Way and utilities.

Owner: City of Wasilla, an Alaska Municipal corporation.

Document needed: Public Use Easement.

Parcel E-8A: Lot 11, Block 2, U.S. Survey No. 1175, Wasilla Townsite.

Acquisition: Public Use Easement for Utilities.

Owner: City of Wasilla.

Document needed: Public Use Easement.

Parcel E-10A: Lot 8, Block 8, U.S. Survey No. 1175, Wasilla Townsite.

Acquisition: Public Use Easement for underground utility facility.

Owner: City of Wasilla, a municipal corporation.

Document needed: Public Use Easement.

Parcel TCP-10: Lots 6 & 7, Block 8, U.S. Survey No. 1175, Wasilla Townsite.

Acquisition: Temporary Construction Permit for Driveway reconstruction (2 locations).

Owner: City of Wasilla, a municipal corporation.

Document needed: Temporary Construction Permit.

Parcel TCE-10: Lot 7, Block 8, U.S. Survey No. 1175, Wasilla Townsite.

Acquisition: Temporary Construction Easement for work area for construction along E. Swanson Avenue.

Owner: City of Wasilla, a municipal corporation.

Document needed: Temporary Construction Easement.

Parcel E-10: Lot 7, Block 8, U.S. Survey No. 1175, Wasilla Townsite.

Acquisition: Public Use Easement for slopes.

Owner: City of Wasilla, a municipal corporation.

Document needed: Public Use Easement.

Parcel 11: Lot 5, Block 8, U.S. Survey No. 1175, Wasilla Townsite.

Acquisition: Public Use Easement for slopes.

Owner: City of Wasilla, a municipal corporation.

Document needed: Public Use Easement.

Parcel TCP-11: Lot 5, Block 8, U.S. Survey No. 1175, Wasilla Townsite.

Acquisition: Temporary Construction Permit for Driveway reconstruction.

Owner: City of Wasilla, a municipal corporation.

Document needed: Temporary Construction Permit.

Parcel TCP-38: Lot 53 Snider Addn 1 Plat 60-11.

Acquisition: Temporary Construction Permit for Driveway reconstruction.

Owner: City of Wasilla.

Document needed: Temporary Construction Permit.

Parcel TCP-38A: Lot 2, Block 9 Kennedy Addn to Wasilla Townsite Plat No. 92-83.

Acquisition: Temporary Construction Permit for drainage purposes.

Owner: City of Wasilla.

Document needed: Temporary Construction Permit.