

By: Public Works Department

Adopted: May 13, 2013

Vote: Buswell, Harris, Lovell, Sullivan-Leonard, Wall and Woodruff in favor.

**CITY OF WASILLA
RESOLUTION SERIAL NO. 13-06**

A resolution of the Wasilla City Council authorizing the Mayor to execute a Memorandum of Agreement with the Alaska Department of Transportation for proposed improvements and transfer of portions of South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive as part of the Parks Highway improvements from Lucus Road to Church Road.

WHEREAS, the Alaska Department of Transportation is planning to widen the Parks Highway to 4 lanes from Lucus Road to Church Road as Phase 1 of the Wasilla to Big Lake Parks Highway widening project; and

WHEREAS, the Alaska Department of Transportation will be making improvements to portions of City roads at South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive including acquiring additional rights-of-way for the roads; and

WHEREAS, the City of Wasilla owns all current portions of the subject roads and the Alaska Department of Transportation desires to transfer all of the additional rights-of-way acquired as part of this project.

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 regarding the improvement and transfer of portions of South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive.

ADOPTED by the Wasilla City Council on May 13, 2013.


VERNE E. RUPRIGHT, Mayor

ATTEST:



KRISTIE SMITHERS, MMC, City Clerk

[SEAL]


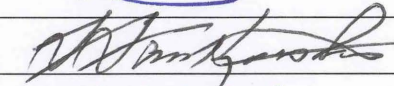


CITY COUNCIL LEGISLATION STAFF REPORT


Resolution Serial No. 13-06: Authorizing the Mayor to execute a Memorandum of Agreement with the Alaska Department of Transportation for proposed improvements and transfer of portions of South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive as part of the Parks Highway improvements from Lucus Road to Church Road.

Originator: Public Works Director

Date: May 1, 2013

Agenda of: May 13, 2013

Route to:	Department Head	Signature	Date
X	Public Works Director		5/1/13
X	Finance Director		5/3/13
X	Deputy Administrator		5/2/13
X	City Clerk		5/3/13

Reviewed by Mayor Verne E. Rupright: 

Fiscal Impact: yes or no

Attachments: Cover letter, Agreement and Exhibits (10 pages)

Summary Statement: The Alaska Department of Transportation plans to reconstruct the Parks Highway from Wasilla to Big Lake. Phase 1 of the project will be from Lucus Road to Church Road and it will reconstruct portions of City roads at South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive. The Alaska Department of Transportation is currently in the process of right-of-way acquisition for this project that includes additional rights-of-way for these City roads.

The Alaska Department of Transportation desires to transfer the additional rights-of-way to the City of Wasilla. The attached agreement addresses the proposed improvements to the City roads and the right-of-way transfers.

Recommended Action: Adopt Resolution Serial No. 13-06.



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Transportation
and Public Facilities

DESIGN & ENGINEERING SERVICES
CENTRAL REGION RIGHT OF WAY

PO Box 196900
Anchorage, Alaska 99519-6900
Phone: 907.269.0700
Toll Free: 800.770.5263
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TTY: 800.770.8973
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March 26, 2013

Verne Rupright, Mayor
City of Wasilla
290 East Herning Avenue
Wasilla AK 99654-7091

RECEIVED

APR - 1 2013

Office of the Mayor
City of Wasilla

Re: Project Nos. 52914/ AC-IM-NH-OA41(25)
Parks Highway – Lucas Road to Church Road

Dear Honorable Mayor Rupright:

As you may be aware, the State of Alaska Department of Transportation and Public Facilities (DOT&PF) plans to reconstruct the Parks Highway from MP 43.5 to MP 48.8. Our projects will extend the current 5-lane section from Lucas Road to Church Road and upgrade the existing 2 lane highway to a 4-lane divided highway from Church Road to Big Lake Road. The design also includes at-grade intersections spaced every half-mile, frontage road improvements, and relocation or reconstruction of the existing 10-foot wide pedestrian pathway, as necessary.

An integral part of these projects is the execution of memorandums of agreement with the City of Wasilla (City) for the improvements to the local road system. Enclosed are two copies each of a Memorandum of Agreement (MOA) for the above stated project. This agreement will formalize an agreement between the DOT&PF and the City regarding the improvement project.

Please review the attached agreement, and if acceptable sign the agreements where indicated and return all original copies to DOT&PF. Upon receipt of the signed agreements we will execute them and return an original copy of the agreement to you for your files.

If you have any questions or need additional information, please feel free to contact me at 907-269-0647 or toll free at 1-800-770-5263.

Respectfully,

Al Burton

Al Burton
Supervisor Project Coordination

cc: Jim Amundsen, P.E., Project Manager, Central Region Highway Design
Lynda Hummel, Right of Way Project Agent, Central Region Right of Way
Allen Kemplen, Mat-Su Area Planner, Central Region Planning

Memorandum of Agreement

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

Regarding the Improvement and Transfer of portions of
South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive as part of
the
Parks Highway – Lucas Road to Church Road
Project No. 52914

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, A.S.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 City requests DOT&PF to plan, design, and construct the Parks Highway – Lucas Road to Church Road Project, identified as Project No. 52914 (hereafter known as the Project), located within the boundaries of the City of Wasilla; and

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

WHEREAS, the City owns all current portions of South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive that are covered by this Project; and

WHEREAS, DOT&PF desires to transfer all of the additional rights of way acquired for South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive as part of the Project and future maintenance of the improvements associated with those facilities to the City; and

WHEREAS, the City agrees to accept, by Commissioner's Quit Claim Deed, all of the additional rights of way associated with and acquired for South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive as part of the Project; 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 additional rights of way acquired for South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive and the improvements associated with those facilities as part of 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, transfer of right of way and operation of portions of the Project.

1. PLANNING, DESIGN, AND CONSTRUCTION

- a. DOT&PF shall plan, design, and construct the Project within the approved scope and funding. 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 to South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive being implemented under this agreement shall be depicted within the drawings for the Project. Generically, the improvements include, but are not limited to, new foundation gravel, asphalt pavement, medians, pathways, illumination and load centers.

3. CITY OF WASILLA MAINTENANCE AND OPERATIONS

- a. DOT&PF has acquired 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 herein and consistent with 23 CFR § 1.27 and DOT&PF's Alaska Highway Maintenance and Operations Manual (AHMOM), commencing upon final inspection and final acceptance by the City; and
- b. The City agrees to assume maintenance responsibilities for South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive and other local streets affected by the Project, including lighting, local signage and winter maintenance; and
- c. The City agrees to assume maintenance responsibilities for the gravel, asphalt pavement, medians, pathways, illumination and load centers, associated with the South Hallea Lane, West Nicola Avenue, North Deskas Street and South Mack Drive rights of way. 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.

- b. 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 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, retention basins 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, 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;
 - 8) Maintaining signs and delineators in an as-built condition and their replacement, including posts and foundations, when damaged, unreadable, or worn out;
 - 9) Highway marking and repainting as required maintaining performance of their intended function;
 - 10) Repair of street lights as required to ensure a functioning system, including repair/replacement of lenses, light bulbs, photo cells, contacts, relays, and wiring;
 - 11) Removal of debris, rubbish, and dead animals;
 - 12) Signing of seasonal weight restrictions as may be required by local conditions;
 - 13) 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 an as-needed basis.

4. TITLE TRANSFER

Upon completion of the Project, 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 (reference Exhibit A).

5. DISPUTE RESOLUTION

- a. If a dispute arises under this Agreement between the City and DOT&PF, 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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.

6. 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:

- (a) claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion;
- (b) 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
- (c) claims arising from or asserted under AS 46.03.822.

As used in this Section, "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, permanent signing and marking, guardrail and other traffic barrier, safety appurtenances, utilities, lighting, and bridge deck and parapet work is complete.

7. AMENDMENT OF AGREEMENT

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

8. 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.

CITY OF WASILLA

By: _____
Verne Rupright Date
Mayor

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2013, Verne Rupright, Mayor 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: _____

STATE OF ALASKA, DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITY

By: _____
Robert A. Campbell, P.E. Date
Regional Director

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2013, Robert Campbell, 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: _____

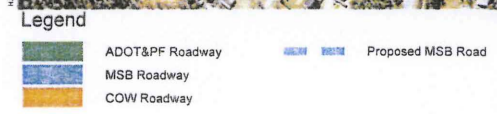
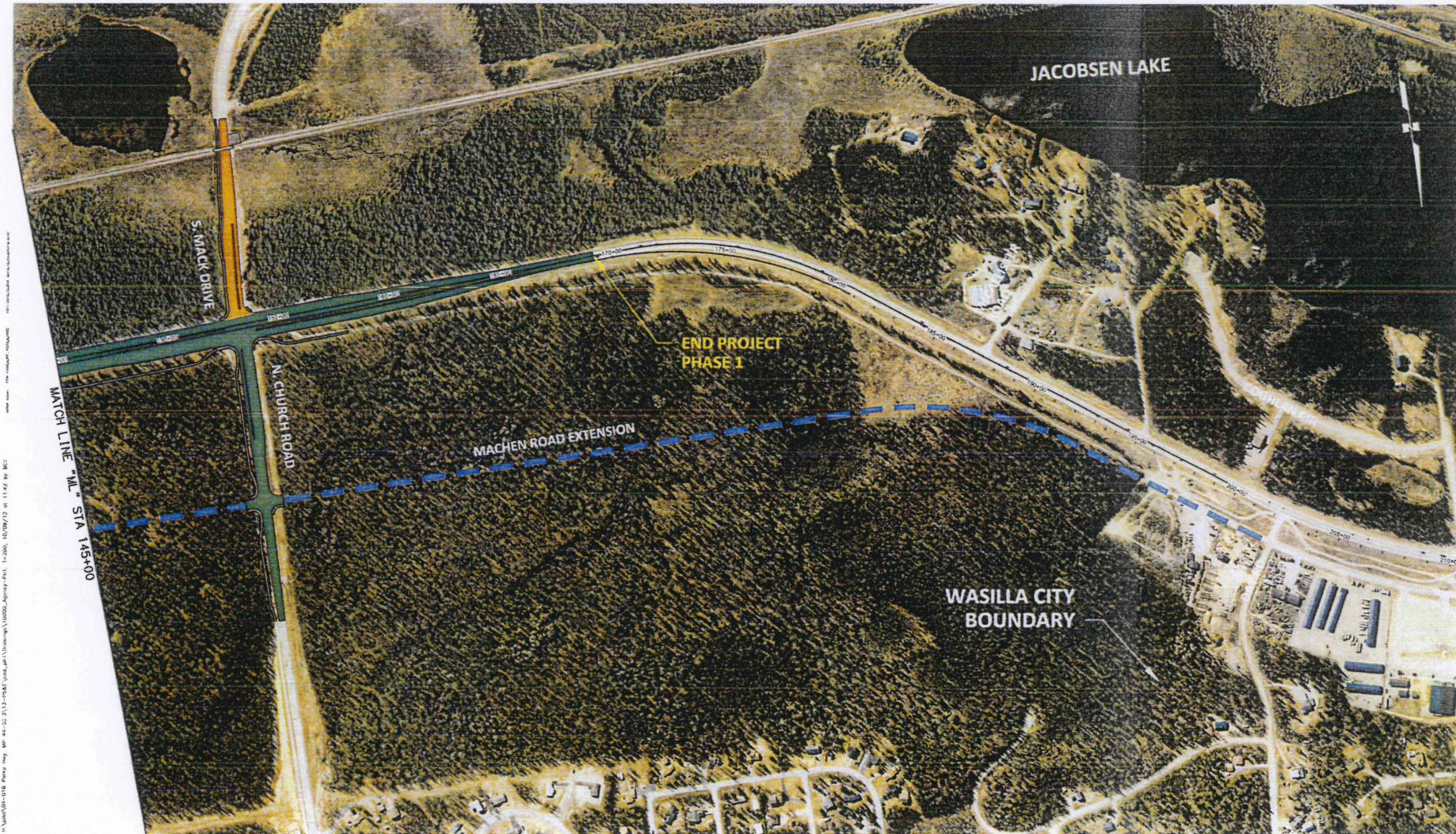


EXHIBIT A 1 OF 2



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Legend





	ADOT&PF Roadway		Proposed MSB Road
	MSB Roadway		
	COW Roadway		

EXHIBIT A 2 OF 2

Parks Highway 43.5-44.5 Reconstruction
Lucus Road to Church Road

Page 2
Road Ownership Figure