

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered in this 25th day of May, 2000, between the State of Alaska, Department of Transportation and Public Facilities (DOT&PF), Central region, mailing address P.O. Box 196900, Anchorage, Alaska and the City of Bethel (City), P.O. Box 388, Bethel, Alaska.

DOT&PF has completed structural improvements to city streets as described within the City of Bethel Project 52774, "Bethel Streets Improvement", to the following streets:

1. Main Street, from Chief Eddie Hoffman Highway to Front Street.
2. Front Street, from Main Street to Oscar Way.
3. Oscar Way, from Front Street.
4. First Avenue, from Chief Eddie Hoffman Highway to end of the improved road adjacent to the intersection of Kinegak Street.
5. Hangar Lake Road, from the Brown's Slough Bridge to the intersection of North Harbor Road.

Pursuant to City of Bethel Resolution No. 97-25, dated May 13, 1997, upon completion of the structural improvements of Project 52774, the city agreed to provide maintenance services.

The City agrees to perform all routine maintenance of the above listed roads. The maintenance includes but is not limited to; snow and ice control to include all plowing, sanding, snow hauling, culvert/storm sewer thawing, winging, opening of shoulders, ice scraping, snow drift control, snow slide removal and associated tasks as may be required for the safe and timely passage of the public. Maintaining signs, signing of seasonal weight restrictions as may be recommended by DOT, highway marking and repainting, guardrail repair, removal of debris, rubbish and dead animals and vegetation control.

Maintenance Not the Responsibility of the City

The City has no maintenance responsibility for failures of the asphalt or roadbed except as specifically provided for within this MOU. A failure is a pothole, sinking or multiple cracking of the asphalt surface (transverse cracking, longitudinal cracking, shoulder edge cracking or alligator cracking), settlement of the road and roadbed, frost heaving, shoulder sluffing or erosion, and asphalt rutting.

Non-Routine Maintenance to be Performed by City of Bethel

The City agrees to perform non-routine maintenance to asphalt failures by sealing transverse and longitudinal cracks, and pothole patching.

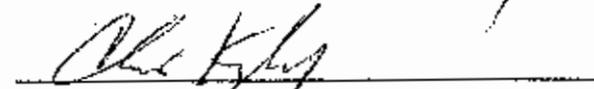
Terms and Termination of this MOU

This MOU shall become effective on the 25th day of May, 2000, and remain in effect until the end of roadbed or asphalt pavement life, or ten years, whichever shall first occur.

Upon expiration of the above initial term, this MOU shall automatically be renewed and extended for a like period of time, unless terminated in writing by either party 30 days prior to the date for such renewal.

Should asphalt or roadbed failures occur outside the scope of the agreed to non-routine maintenance, either party may terminate this agreement in writing by giving a minimum 30 day written notice of intended termination.

Agreed to this 25th day of May, 2000

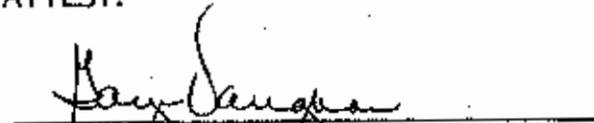


Chris Kepler, P.E., Chief of M&O
State of Alaska, Department of Transportation and Public Facilities



Bob Herron, City Manager
City of Bethel

ATTEST:



Gaye Vaughan, City Clerk
City of Bethel