

**MATANUSKA-SUSITNA BOROUGH  
ROAD SERVICE AREA TASK FORCE MEETING**

**Minutes 10/11/2022**

**I. CALL TO ORDER**

The meeting of the Matanuska-Susitna Borough Road Service Area (RSA) Task Force was called to order at 2:02 p.m. by Gary Foster for the purpose of conducting the meeting.

**II. ROLL CALL**

Board members present and establishing a quorum were:

**VOTING MEMBERS:**

Gary Foster – Chairperson  
Darren Zimmer – Vice Chairperson  
Jashua Leatham - Member  
Jill Parson - Member  
Ken Walch – Member (via Zoom at 3:30pm)  
Vacant – Alternate 1  
Vacant – Alternate 2

**MSB Staff:**

George Hays – Deputy Borough Manager  
Don Thomas – Operations & Maintenance Division  
Manager  
Mary Miller – Administration

**Voting Members Absent:**

**MSB Staff Absent:**

Tom Adams, PE – Public Works Director  
Russ Krafft – Purchasing Director

**III. APPROVAL OF AGENDA**

GENERAL CONSENT: Agenda approved.

**IV. PLEDGE OF ALLEGIANCE**

**V. APPROVAL OF MINUTES**

GENERAL CONSENT: Minutes approved.

**VI. AUDIENCE PARTICIPATION**

No audience participation.

**VII. CONTACT DISCLOSURE**

Task Force members disclosed to the group any conversations they had about Task Force topics with other members, the public, or MSB staff.

## VIII. PROCESS AND STRUCTURE

Committees are assigned and descriptive legislative language included as follows:

### **Committee 1 - Alternate Contract / Scalability (shall consider):**

- A) the adoption and implementation of an alternate contract structure in Big Lake Service Area No. 21 to include, but not limited to, a time and material structure; (and)*
- B) the scalability or applicability of such a method to other road service areas;*

Jashua Leatham  
Gary Foster

### **Committee 2 - Brush Cutting (shall consider):**

- C) areawide brush cutting; and*

Gary Foster  
Jill Parson

### **Committee 3 – Substandard (shall consider):**

- D) processes to address substandard roads Boroughwide.*

Darren Zimmer  
Gary Foster

### **Committee 4 - Alternate Specifications (may consider):**

- A) how to address the issue of currently maintained roads in RSA 21 which become impassable or have major deficiencies preventing safe public access , to include whether modifications of the existing maintenance specifications are warranted or options for advancing capital improvements;*

Gary Foster  
Jill Parson

## IX. ITEMS OF BUSINESS

- A. Review and Discuss the Draft Report Version 2.0 provided by Darren dated October 4, 2022  
Darren Zimmer discussed his Draft Report to the Assembly Version 2.0 with the group.
- B. Discuss Committee 4 / Alternate Specifications draft  
Jill Parson discussed her draft Committee 4 / Alternate Specifications with the group.

MOTION: Accept the Draft Working Document for Committee 4 and add recommendations from Committee 4 to the Uncoordinated Draft Report to the Assembly for further review. MOTION seconded and passed unanimously.

C. Future Agenda Items

Further discussion of the Uncoordinated Draft Report Version 3.0.

MOTION to extend meeting 5 minutes. MOTION seconded and passed unanimously.

**X. TASK FORCE MEMBER AND STAFF COMMENTS**

**Action Items:**

- Borough Administration Staff will share Version 3.0 of the Task Force Draft Report when received from Darren Zimmer via email to the members.
- Member written comments to Version 3.0 are to be emailed to Borough Administration Staff to be distributed at the next meeting.
- Next meeting: Tuesday, October 25, 2022, Station 7-3, 10073 W. Parks Highway, Wasilla

**XI. ADJOURNMENT**

Meeting adjourned at 4:04 PM

10/11/2022 Minutes approved on

\_\_\_\_\_

\_\_\_\_\_  
Gary Foster, Chair

## BIG LAKE BUDGET REPORT

Account	Account Description	Annual Budget Amount	YTD Actual Amount	YTD Encumbrances	Remaining YTD Actual	% of Budget	Prior Year Total Account
<b>REVENUE</b>							
311.100	Property Taxes	1,513,100.00	975,376.92	.00	537,723.08	36	1,385,768.40
311.400	Penalty & Interest	15,000.00	4,290.93	.00	10,709.07	29	20,318.72
311.500	Vehicle Tax State Collec	130,010.00	.00	.00	130,010.00	0	184,040.00
361.100	Interest On Investments	100.00	.00	.00	100.00	0	
367.400	Capital Projects	.00	5,829.50	.00	(5,829.50)	0	.00
	REVENUE TOTALS	\$1,658,210.00	\$985,497.35	\$0.00	\$672,712.65	59%	\$1,682,805.12
<b>EXPENSE</b>							
411's & 412's	Wages & Benefits	\$19,186.00	\$3,410.19	\$0.00	\$15,775.81	13%	\$13,306.82
424.100	Utilities	10,900.00	1,961.18	5,424.82	3,514.00	68%	7,108.15
426.900	Other Professional Chgs	5,000.00	.00	.00	5,000.00	0%	.00
427.500	Liability Insurance	189.00	98.81	.00	90.19	52%	134.73
428.600	Road Maintenance Services	909,610.00	102,483.88	582,891.00	224,235.12	75%	717,797.48
	Contract = \$615,149.38 Addtl Maint = \$294,460.62						
429.900	Other Contractual	10,000.00	184.80	1,815.20	8,000.00	20%	1,567.45
431.300	Equipment Maint Supplies	1,000.00	.00	.00	1,000.00	0%	3,421.90
433.900	Other Supplies	437,852.00	106,179.28	250.72	331,422.00	24%	179,285.87
434.100	Other Equip under \$25,000	.00	.00	.00	.00	0%	240.50
443.130	Admin. & Audit Rsa	258,601.00	.00	.00	258,601.00	0%	247,120.78
446.400	Transfer to Capital - RIP List	390,200.00	390,200.00	.00	.00	100%	682,795.00
	EXPENSE TOTALS	2,042,538.00	604,518.14	590,381.74	847,638.12	59%	1,852,795.06
	Fund 277 = BIG LAKE RSA #21 Net Gain (Loss)	(\$384,328.00)	\$380,979.21	(\$590,381.74)	(\$174,925.47)		(\$169,989.94)

**Road Service Area Task Force ~~RSA-21~~**  
**Report to the MSB Assembly**  
**Date: ~~9~~ December ~~9~~, 2022**

Note — This is an ~~uncoordinated~~ draft report published to internally coordinate Task Force recommendations to the MSB Assembly. Readers should not construe any recommendations in this draft report as the Task Force's collective opinion, nor should one draw any inferences from this document to the Task Force's final report to the Assembly.

## OUTLINE

### I. ~~Exordium~~ Introduction

- Assembly Directions to the Task Force
- Why a Task Force?
- [Task Force](#) Recommendations ~~Executive~~ Summary

### II. Main [Body](#)

Page

- |   |   |
|---|---|
| General Findings  | X |
| Specific Findings and Recommendations                                     |   |
| 1. Contract <a href="#">Structure</a>                                     | X |
| 2. Contract Clarity   | X |
| 3. Contract Oversight   | X |
| 4. Area-Wide Brush Cutting  | X |
| 5. Road Service Area Situational Awareness                                | X |
| 6. Road Improvement Program (RIP) Investments                             | X |
| 7. RSA Board Responsibilities   | X |
| 8. Constraining nature of current interpretation to the Open Meetings Act | X |

### III. Task Force Membership & Meeting Schedule

X

### IV. Borough Support and Participation

X

### V. Acknowledgments

X

### VII. [What else?](#)

X

**Commented [GH1]:** The title of the document "Task Force RSA-21" is incorrect as written; The Assembly approved this task force as the "Road Service Area Task Force"

**Commented [GH2]:** Packet Closure for all information to be in the Assembly Packets on December 9, 2022. That gives the Assembly time to read through all hundreds of pages of items in their packets. This report needs to be done and to the Clerk's office NLT this date.

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**Commented [GH3]:** You have now coordinated this document among all Task Force members, so it is a coordinated draft.

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**Commented [MM4]:** NOTE: All Jill Parson edits are entered by Mary Miller

**Commented [MM5]:** Jill Parson changes entered by Mary Miller

**Commented [MM6]:** Jill Parson recommends the topics be changed to match the 4 recommendations in the Summary above

**Commented [MM7]:** Jill Parson recommends sub topics 2 and 3 below (Contract Clarity and Contract Oversight)

## VIII. Appendices

Note — This is ~~an uncoordinated~~ draft report published to internally coordinate Task Force recommendations to the MSB Assembly. Readers should not construe any recommendations in this draft report as the Task Force's collective opinion, nor should one draw any inferences from this document to the Task Force's final report to the Assembly.

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**I. Exordium****Assembly Directions to the Task Force**

~~To achieve the aims noted above, the MSB~~ The Matanuska-Susitna Borough (MSB) Assembly adopted Ordinance No. 22-020 on March 1, 2022, to establish a Road Service Area (RSA) Task Force and directed that the Task Force (TF) ~~they~~ shall consider the following issues:

1. The adoption and implementation of an alternate contract structure in Big Lake Road Services area no. RSA-21 to include, but not limited to, a time and materials structure.
2. The scaleability or applicability of such methods to other road service areas.
3. Area-wide brush cutting.
4. Processes to address substandard roads Borough-wide.

The Assembly also directed that the TF may consider additional issues:

5. How to address the issue of currently maintained roads in RSA-21 which become impassable or have major deficiencies preventing safe public access, to include whether modification of the existing maintenance specifications are warranted or options for advancing capital improvements.
6. Other issues which may be pertinent to consideration of the items above.

**Commented [GH8]:** You want this document to be read by people at every level. The word "Exordium" is not a common term that most people will understand. The normal practice would be to use the word "Introduction" which is the meaning of Exordium.

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**Why a Task Force?**

Why did ~~the Matanuska Susitna Borough (MSB)~~ Assembly establish the Road Services Area RSA Task Force, and what are its objectives?

Driving on the MSB's paved roads can ~~sometimes~~ be nerve-racking, ~~sometimes~~ even unsafe. ~~There is a palatable d~~Discontent amongst MSB residents is voiced that some RSAs are not receiving the full measure of road maintenance services for which they are paying. Why should we pay for "safe, courteous, competent, year-round maintenance" when what we get are unpaved roads covered with potholes, washboard ripples, standing water, or constrained throughout the winter season as the snow banks close in on the middle of the road? Is there a way to pay only for the services received?

**Commented [MM10]:** Comment from Jill Parson : Ken and I have more to add here but will submit in a separate report for the next meeting, to be included if the TF agrees with the content. Our comments pertain to changes to the management/bid doc's/ways to administer the contract. We are still trying to find any published Safety/Emergency vehicle access "standards"

**Commented [GH11]:** Under the heading "Why a Task Force?" you have two options:

1. If you want to use the question as it written with "Why did the Matanuska Susitna Borough (MSB) Assembly establish the Road Services Areas Task Force, and what are its objectives?" then you use only the words approved in the ordinance. Those "whereas" statements are the reasons and the objectives the "Assembly" had. You can't make up your interpretation of what the Assembly had in mind.
2. If you want to ask the question; "**What has the RSA Task Force determined to be the purpose and objectives of the Task Force?**" Then you can use the wording you have under this section. As it is currently written, these are personal opinions and do not cover the "why" or the "objectives" as approved by the Assembly in the legislation. For the Assembly Member objectives you must go to the exact language in Ordinance No. 22-020, Section 4, subparagraphs 3 and 4 (which you already have in the "Assembly Directions to the Task Force" paragraph.

To that aim, the ~~TF Task Force~~ to considered alternative contract ~~options~~~~vehicles~~ to only pay for what we get. However, recognizing that the MSB should aspire to provide a higher ~~level~~~~standard~~ of service and not just accept the current ~~standard performance specifications~~ as a default, ~~the MSB directed the TF to consider other recommendations on how to improve the level of service available to MSB residents. standard, the Task Force also considered other matters bearing on the challenge and make recommendations on how to improve the level of services available to the residents of the MSB. Those recommendations is what the rest of this report to the assembly addresses.~~

**Commented [MM12]:** Comment by Jill Parson: "the operations contract addresses contract maintenance provisions or specifications, regardless of a road "standard" though the word "standard" often drops in the contract language and nonstandard roads are not always maintained as the contract requires even though possible to do so"

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### Task Force Recommendations Executive Summary

- The TF recommends that the Assembly not adopt nor implement a Time and Materials Contract for road maintenance services. The TF further recommends that the Borough maintain the current contract structure but amend it to ensure compliance with the expected road maintenance ~~provisions~~~~standards~~. The detailed recommended adjustments are presented throughout the main body of this report.
- The TF recommends that the ~~recommendations~~ ~~adjustments~~ suggested for ~~implementation within~~ the RSA-21 contract could ~~also~~ apply to the other MSB road services maintenance contracts.
- The TF recommends that the Brush Cutting ~~contract~~ remains ~~in with~~ each ~~of the~~ RSA ~~contracts, to begin and end later in the year,~~ and the service not be consolidated into a single area-wide contract.
- The TF recommends ~~focusing on improving the impassable sections of roads so all roads are safe and passable for emergency vehicles all year round. no major overhauls to the existing process to address substandard roads. However, it is clear that the process does not always achieve desired results. For this reason the Task Force recommends several refinements, adjustment and clarifications.~~ Details of these recommendations are presented in the main body of this report.

For ease of review, a Roll-Up(?) of the detailed recommendations will be included ~~in an~~ Appendix F.

## II. Main Body

### General Findings

The TF, through investigation, research, interviews, presentations, discussions, 'windshield ' tours, and other methodologies, developed a keen understanding and appreciation for the MSB's efforts to maintain our roads. The effort ~~has been is~~ formidable. However, ~~any recommendations much like all processes and systems they~~ result in effective outcomes only when the ~~stakeholders~~

**Commented [MM13]:** Comment from Jill Parson: define who are stakeholders now – def'n appears later

fully implement the design<sup>ated</sup> steps in a measured and disciplined manner. ~~Despite a mature system, m~~Many of MSB's roads are poorly maintained. Why? The TF asserts that there are two ~~thematic~~ breakdowns within the process:

- The Road Service Maintenance Contractors ~~has~~ <sup>have</sup> not been fully enforced held compliant with the service criteria directed in the contract.
- There are systematic and contractual issues that render consistent discipline in servicing the contract, very difficult. These issues are further refined throughout this report, but include:
  - ~~A~~Lack of management control mechanisms<sup>s</sup> to ensure proper oversight of the RSA Maintenance Contracts.
  - ~~A~~Lack of a common understanding of a properly maintained roads<sup>s</sup>, complicated by the wide disparity in road conditions.
  - A dearth of effective tools to establish a common operating picture of the MSB's road conditions.
  - Consistent oversight and enforcement of contract provisions and specifics on who are responsible. ~~Others?~~

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The TF believes MSB can receive the full measure of competent road maintenance services to current funding levels by adopting and properly implementing the recommendations provided in this report. ~~The remainder of this report will address detailed issue discussion and recommendations to improve the present efforts to maintain our roads, and improve them where possible.~~

## Specific Findings and Recommendations

### 1. Contract Structure

**A. Issue:** What is the most appropriate structure for a Road Maintenance Contract for RSA-21; is it scalable to other MSB RSAs?

**B. Discussion:** The MSB is not receiving the full measure of contractual expectations from the RSA Road Services Maintenance contract. Despite the efforts to provide MSB residents and businesses with safe passable navigable roads, many of the roads are poorly maintained and do not achieve the level standard of maintenance expected. There is an evident gap between what the taxpayer pays for maintained roads (by way of property RSA Mil Rates taxes) and what the taxpayer receives. The TF finds that the contract structure currently in place provides for a fairly robust level of service. Although there are issues to address within the contract, the current structure, ~~(Unit or Fixed Price?)~~, is the appropriate structure to provide the highest level of service to the MSB's residents/businesses. The TF ~~appreciates the thought behind employing an alternate~~



~~structure to lower the taxpayer cost to equate more closely with the current level of services received. However, we believe~~ that the current structure, when applied correctly, can achieve that desired level of service. The TF further finds that this structure is applicable to the other RSAs. The RSA TF Committee #1 ~~report~~ on the RSA maintenance contract analysis is included for review as Appendix A.

**Commented [GH14]:** You have not introduced the methodology which the Task Force used in creating this report. If you reference the "committees," you at least need to report somewhere near the beginning of the report that the Task Force created four internal committees and what they were, then you may use these "Committee" comments, otherwise leave it as just "the Task Force..."

- C. Recommendation:** ~~The~~ MSB maintain the current contract structure as the most appropriate vehicle to achieve the high level of desired road maintenance services. ~~Thus As this is not a change to the existing structure, the TF does not recommends no effective changes to other MSB RSA contract structures.~~

## 2. Contract Problem Clarity:

- A. Issue:** ~~There are s~~Several ~~contributing~~ factors within the contract ~~that~~ exacerbate the overall effort to maintain the roads.

- B. Discussion:** Even-though the MSB employs the most appropriate contract structure for road maintenance services, there are several matters embedded within the contract that challenge the ~~ability stakeholder's abilities~~ to maintain roads to expected levels. These issues contribute to the poor maintenance performance readily apparent by observing the potholes, standing water, clogged drainage pipes, filled in drainage ditches, etc., for extended periods.

- There are discrepancies between stakeholders on what 'Right Looks Like.' The TF discovered from several 'Windshield Tours' that various stakeholders (RSA Board Members, RSA Road Superintendents, Assembly Members and members of the public) assess problem areas differently. ~~They can e~~Each look at the same stretch of road with ~~gravel berms on shoulders or poor drainage or other evident issues piles of 'fines' or small gravel piled up on the inside corners, or poor drainage or other evident issues~~ and deduce completely different opinions as to whether the ~~effort to maintain the road~~ maintenance efforts are in compliance with the contract. Although the contract describes the procedures to maintain the road, there is no commonly understood ~~performance criteria, recognized standard, appreciated by all applicable stakeholders,~~ on whether the road is properly maintained. ~~This L~~ack of a common understanding offers ~~varied performance ambiguity of standards~~ when contractors maintain the roads. ~~Varied performance Ambiguity of standards~~ leads to inconsistent results.

- What 'Right Looks Like' is complicated by the different classifications of roads within the inventory. The Subdivision Construction Manual (SCM), often referred to as the MSB's standards for roads, offers very clear standards for roads to be introduced into the inventory. The Maintenance Contract offers another set of classifications and terminology. These ~~classifications standards~~ vary as ~~does~~ the different quality of roads within the inventory, ~~leading - This leads to different discrepant~~ levels of performance. ~~In Over the past many years the MSB has accepted a wide variety of roads and road conditions into its inventory for maintenance. Recently accepted roads comply with the road standards explicitly described in the Sub-Division Construction Manual~~ SCM. These roads are easy to maintain to an acceptable level of use. Many older roads brought into the inventory ~~have are much more difficult to maintain as their~~ dimensional

characteristics or material consistencies that render them problematic. ~~no matter how much effort is applied.~~ Until these roads are improved under the RIP Road Improvement Program, they will continue to be substandard roads. Or they may never be able to be upgraded to be standard roads but can be made passable year around. The challenge to MSB and contractors is how much level of effort and resources should be applied to nonsubstandard stretches of road. There are two dynamics at play:

1) The contract is clear on what is to be maintained and the contract offers clear guidance on how to maintain a standard road. What it is not clear on how to maintain a stretch of road that physically cannot be maintained to that level, i.e., no right-of-way for ditches and drainages, causing constant flooding and poor road top consistence. Some roads are made up of substandard materials and will always flood out until those materials are replaced through a Road Improvement Program, not maintenance program.

2) Because these roads cannot be maintained to the levels in the contract, then they consistently are not. When they are not, this becomes the new standard for poorly developed roads. In time, that standard migrates to other roads that could be maintained to a higher standard. The standards for substandard roads is not clear.

The lack of clarity, or ambiguity in the proper road standard in the MSB is problematic. Once a road is accepted into the MSB inventory, it no longer needs to be maintained to the standard established in the SCM, as the maintenance contract seems to require a lesser standard. Furthermore, roads introduced into the MSB inventory below the SCM standard serve as an unending source of problems for the contractor as the ambiguity permits a variety of perceptive views on what is right and what is wrong. This leads to a perception management issue where residents or other stakeholders perceive the road is not maintained to standard, whereas the contractor believes it is.

The contract lacks clarity on providing the desired end state of what that maintenance effort should achieve. If the road cannot be maintained to the SCM characteristics, then at least criteria for year around what a minimal accessibility standard for unfettered access by emergency vehicles would be helpful.

## B. Recommendations:

1. Establish an MSB training course to provide institutionalize a common understanding of RSA criteria standards for road maintenance. Require attendance by new maintenance contractors, noncompliant contractors, RSA Road Superintendents, and RSA Board Members and open it to others who assess our roads (MSB Assembly Members, et. al.).
2. In addition to the Minimal Road Maintenance Standards (Contract Paragraph 7) develop and include an 'endstate' standard specifications for what the maintenance effort is designed to achieve, i.e., an Emergency Vehicle can be effectively negotiated its way to residents' homes on that road all year around. In time, as the RIP Road Improvement Program eliminates the worst substandard roads, increase that standard to reflect a higher level of road conditions vehicle navigability.

**Commented [MM15]:** Jill Parson comment: "I don't agree with this wording -- on 1, 2, 3"

**Commented [GH16]:** The vehicle can't effectively negotiate it's way anywhere..DES First Responders must be able to effectively negotiate the roadways with emergency vehicles.

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### 3. Contract Oversight

- A. Issue:** Along with the specific contract issues, there are other matters that hamper the MSB's ability to offer the best possible ~~nonstandard roads~~~~ground transportation systems~~.
- B. Discussion:** MSB ~~needs to provide the~~ ~~does not provide the necessary levels of~~ administrative oversight to ensure contractor compliance with the contract. ~~The results are often substandard maintained passages of roads.~~ The contract is clear in what it expects regarding contractor performance, yet ~~the non-compliance~~ ~~exist~~~~continues~~.
- There are 1,100 miles of maintained roads in the MSB inventory and 3 Road Service Superintendents to inspect the efforts of every mile maintained. While the TF did not conduct a Manpower Utilization Survey, ~~and deduce how many Superintendents are necessary to competently achieve the task, it seems apparent that until the MSB improves its ratio of unimproved, gravel/dirt roads to paved and improved roads,~~ the MSB O&M Division may need additional resources (personnel, automation, funding and/or processes) to conduct the necessary road inspections and contract~~ual~~ oversight.
  - Paragraph 9 (Deficiencies, Non-Compliance, and Termination for cause) of the Road Service Contract ~~provides the MSB with an invaluable tool to instill rigor into the execution of the contract. The contract stipulates~~~~states~~ that deviations from any minimum standard or requirement will constitute a Contract Deficiency. Deficiencies will be noted in writing to the contractor. Repeated deficiencies provide MSB with opportunities to substitute other contractors to correct deficient work. The Contract also provides MSB the right to terminate contracts for repeat offenders. Paragraph 9 of the contract ~~gives~~~~provides~~ MSB ~~with the tools necessary~~ to ensure services are upheld to the contracted ~~performance criteria~~~~standards~~. Yet, the TF ~~found could find~~ few instances of the use of this tool, even though non-compliance is easily evident.
- C. Recommendations:**
1. MSB conduct a manpower study to determine if their people to task ratios are properly balanced for this contract structure.
  2. Develop internal management control mechanisms to apply the available tools when contract deficiencies are noted, i.e., issue letters of discrepancy when warranted as a means to ~~ensure performance to instill rigor within the contract management.~~

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### 4. Area Wide Brush Cutting

- A. Issue:** ~~Should brush cutting be an areawide contract? What are the appropriate measures for roadside brush management with the MSB RSAs?~~
- B. Discussion:** Brush/Vegetation management along MSB's roads is critical for ~~visibility~~ ~~visibly~~ to safely navigat~~ing~~ the roads at posted speeds, as well as proper drainage. The

existing RSA contracts provide a good framework for the contractors to ~~cut brush maintain the roads~~ but the TF recommends several amendments ~~to provide greater visibility and comply with other State requirements.~~

- The current contract ~~states directs~~ cutting the vegetation beginning on May 1 through September 15th of each year. Because of recent Department of the Interior Directors Orders ~~(USFWS)(no: 225)~~ Subject: Incidental Take of Migratory Birds, the TF ~~agreed assessed that mechanically~~ cutting vegetation along the roads where migratory birds have potentially built nests, could violate the intent of the Order. For this reason, a later start will minimize possible ~~incidental take~~ per USFWS's letter and likely make an inventory of bird nests unneeded as part of the contract. Additionally, extending the season later in the summer will eliminate new growth ~~and improve visibility of along the roads to minimize obscuring~~ wildlife during the winter months. Furthermore, ~~if cutting trees/shrubs for the first time for the first cutting of the season~~ the contractor should use the Bird Nesting Survey Form to identify any active nests ~~in trees/shrubs being cut for the first time.~~ Once trimmed, the lack of trees or tall shrubs should eliminate bird nesting sites in the cutting area and the survey should not be needed unless the area is expanded to include additional trees/tall shrubs.
- The current contract requires cutting vegetation a distance of 8 feet from the outside edge of the shoulder of the road. ~~To achieve greater safety through better visibility,~~ The TF finds ~~for paved roads rated at that on roads rated less than 45MPH or less should be cut 8 feet from the outside edge of the shoulder of the road or to the right of way, whichever is less. For paved roads rated at 45 MPH or greater~~ ~~vegetation~~ should be cut up to 50' from the asphalt edge of the road ~~or to the right-of-way boundary, whichever is less.~~ ~~The specific distance is to be determined and stated for each 45 MPH or greater road.~~ The additional space provides better clearance to observe wildlife and offers greater space for snow removal during the winter months.
- The TF does not recommend consolidating the brush cutting effort into a single MSB contract but to continue ~~this task the effort~~ within the existing RSA maintenance contracts. ~~Since~~ existing contractors have the equipment to do this work or rent it only during the period needed. When already invested in the equipment or it's easily available, it makes sense to continue to include it in the maintenance contract. Also, keeping this activity in each RSA contract allows the contractor to employ personnel during the transition from summer maintenance to winter snow maintenance activities and possibly may reduce the overall price bid on the maintenance contract.

### C. Recommendations:

1. Change the contract to reflect ~~a later~~ brush cutting start and ending dates from July 22 ~~and continuing~~ thru October 31 or a 4" or more snowfall, whichever comes first.
2. Brush on roads rated fewer than 45MPH should be cut 8' from the road outside edge of the shoulder or to the right-of-way, whichever is less, per existing contract.

3. For paved roads with 45MPH+ traffic, the clearing distance is defined for each road to be up to 50' from the asphalt edge of the road or to the right-of-way boundary, whichever is less, depending upon road speed, snow removal needs, and terrain that may restrict clearing.
4. For ~~trees/shrubs being cut for the first time, seasonal cutting,~~ the contractor should use the Bird Nesting Survey Form to identify any active nests in trees/shrubs being cut for the first time. Once trimmed, the lack of trees or tall shrubs should eliminate bird nesting sites in the cutting area and the survey should not be needed unless the area is expanded to include additional trees/tall shrubs.
5. Retain ~~the current~~ brush cutting ~~effort~~ within the existing RSA maintenance contracts.

## 5. Road Service Area Conditions Situational Awareness

- A. Issue:** Presently, MSB lacks comprehensive awareness of the conditions of the MSB's roads. The lack of awareness exacerbates the MSB's ability to properly maintain and effectively improve the roads in an analytically systematic method.
- B. Discussion:** A comprehensive ~~inventory situational awareness~~ of the conditions of MSB's roads is invaluable to properly managing and improving safe and effective ground transportation transit and provide safe travel throughout MSB. This information exists only in a dispersed state amongst the various RSA maintenance contractors, the RSA Boards, and Superintendents. Consequently, it is not readily accessible for MSB Public Works Staff analysis for remedial ~~tive~~ actions and planning purposes. ~~There are two~~ tools presently in various states of use and development ~~that~~ will significantly improve this deficiency: The MSB Road Start-up Inventory and the MSB Problem Reporter.
- ~~MSB Road Condition Inventory Data Base (presently referred to as the Start-Up Inventory).~~ An inventory of the conditions of ~~each RSA's maintained roads serves as a baseline to both maintaining and improving the roads through the RIP and the MSB Long Range Transportation Plan. This inventory is a contract requirement, Paragraph 3.12, of the Special Provisions Section, performed by the contractor the MSB's roads serves as a baseline to both maintaining the roads as well as improving them through the Road Improvement Program (RIP) and the MSB Long Range Transportation Plan. There is a contractual requirement, Paragraph 3.12, of the Special Provisions Section, for road maintenance contractors to provide a 'Startup Inventory' within the first thirty (30) days of the contract.~~ ~~This contractual requirement has not been enforced. Consequently, MSB does not have a detailed and comprehensive inventory, performed by the contractor, describing present road conditions, and assessment of all roads, ditches, culverts, drainage, and other observations, features of the MSB's ground transportation system. However, the~~
    - MSB staff is presently developing a GIS graphical information system database to capture, display and analyze this information. ~~Public Works~~ The staff is also reinforcing the contractual requirements of the contractor and will use the contractor's submissions to help populate this database. The TF finds this to be a very formative effort, one that will

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have a significantly, favorable impact on RSA maintenance and development effort. MSB should complete both efforts and update the database on an annual basis. This database can serve as the baseline for future improvement and development planning.

- MSB Problem Reporter.** A second ~~invaluable~~ tool is the MSB's Problem Reporter. Through this on-line reporting tool, residents are able to identify road damages, problem areas, maintenance non-compliance and other issues directly to the ~~contractor, copied to the MSB.~~ The TF ~~expects that ongoing finds that further development and~~ refinement of this tool will markedly improve the MSB's responsiveness to residents concerns ~~about roads.~~ ~~Although Problem Reporter and management of the overall ground transportation system. There are X recommendations for improvement. Presently the problem reporter complaints go directly to the contractor and as well as the to Public Works, Directorate. However, it appears that MSB is not utilizing the data to address is not being assessed by the MSB to analyze overall systemic issues with compliance or the road conditions of the roads. Repeated complaints can identify compliance response times, passages of roads with repeated problems and indicate other issues.~~ Rather than just using this systems as a conduit for complaints ~~by the residents~~ to the contractor, MSB should also ~~apply analytical rigor to the analyze this information to identify remediation and road improvements. for assessment, remediation management and improvement planning purposes.~~ Secondly, upon ~~responding to the completion of redress of the complaint to by~~ the contractor, the complainant receives a notice that the problem is 'fixed.' ~~This is an excellent element of the system, but it This response should not be used as justification to remove the MSB Staff from its management and oversight responsibilities. The TF recommends that the remediation of complaints process change to place the Road Superintendent in between the contractor and complainant and personally assess the 'fix' of the problem area. The Road Superintendent should be the one to close out the 'complaint' when they assess the problem is properly addressed.~~

Both systems are currently under development and further refinement; both are tremendous assets to the MSB. The TF applauds the MSB's efforts in this area and exhorts continued development and more importantly, the use of these systems as analytical tools to better administer and plan the maintenance and improvement of the ground transportation systems.

### C. Recommendations:

- MSB enforce the Start-Up inventory requirements of RSA Maintenance Contracts and use the information as an initial baseline to the MSB's GIS road ~~condition~~ inventory database. ~~Further, that the MSB conduct its own verification assessments of the contractor provided information for accuracy and do so on an annual basis. Additionally, MSB must conduct its own road inventory concentrating initially on impassable sections within RSA roads.~~
- MSB continue to ~~expand develop~~ and refine the GIS Road Condition Database by building analytical ~~queries~~ to produce useful metric for future administration and road improvement and development.

**Commented [MM17]:** Jill Parson states "not sure what this is saying"

3. MSB further develop the Problem Reporter system as an analytical tool as well as a response management tool. Ensure that MSB staff assesses complaint remediation before the MSB closes out the complaint.

## 6. Road Improvement Program (RIP) Investments

- A. **Issue:** Insufficient funding to improve the current inventory of substandard roads at an [acceptable](#) pace.
- B. **Discussion:** Many roads within the MSB's inventory were either accepted into the inventory in a substandard condition or have degraded over time and do not meet the acceptable level of access. Road maintenance contracts maintain roads in their present condition, [usually defined in the Start-Up Inventory](#), and can only marginally improve those roads through proper maintenance techniques. However, to improve the MSB inventory of substandard roads, capital improvements [may be](#) investment is required to fund those efforts. The MSB relies mainly on RSA appropriated levies to fund those investments. Other sources infrequently contribute to the effort, such as individuals or groups supported by the LID or RSA Loan programs. Occasionally residents will pool their own funds to improve their roads or contractors requiring improved access to their worksites, may do the same. The fiscal year 2022 budget identifies approximately [\\$683,000](#) for the Road Improvement investment for RSA-21.

According to an RSA-21 board member, approximately 80% of the [106400](#) miles of road in the RSA-21 are substandard. Of that [80%, 20% are often safely have](#) impassable [sections](#) during certain times of the year. Only 20 miles are paved. At the [estimated](#) cost of \$375K [per mile for paving](#) for a standard road, or [over](#) \$1 million for full construction per mile to transform RSA-21's roads into paved, it [could will](#) take about 44 years at the current funding levels.

[Some RSA roads considered substandard can never be upgraded to meet SCM standards because of physical conditions, such as right-of-way, grades, curve values, width, but can be upgraded to meet year around safe access for emergency vehicles. Still considered nonstandard, upgrades need to focus on improving drainage through, for example, swales, ditching, culverts, adding gravel, and ensuring a 3%+ crown. Impassable sections may be rebuilt but if the remainder of the road is passable and maintainable, upgrades may not be needed now. The roads thus repaired remain nonstandard but safe to drive all year around. MSB needs to decide if these roads should be removed from maintenance or kept as exceptions to road standards.](#)

The budgetary process for road improvement is [reactionary, or](#) passive. Appropriations pay the bills, then whatever is leftover is applied against the [RIP Road Improvement Program](#) requirements. [By increasing the availability of funds for investment](#), the RIP could be used as a driver of priorities, and more quickly upgrade substandard roads into a better quality of road, [though still nonstandard per SCM specifications](#). [By doing so, the future cost avoidances in continued excessive maintenance costs \\$250K Small Maintenance Contracts \(need to find correct term\) could make a current small investment in resources a valuable return on investment.](#)

**Commented [GH18]:** This amount needs verified as we show only about \$300K

**Commented [GH19]:** using one board member's opinion for the RSA Task Force report may reflect poorly on the credibility of the overall report. It would be good to get a percent that could be agreed upon by Public Works and the Task Force and report that.

**Commented [GH20]:** This is a good idea if you have a viable suggestion about how to increase the funds. Right now it is the limited RSA taxes that support the RSAs.



**C. Recommendation:** MSB invest intellectual capital to seek additional sources of RIP funding through State or Federal programs or commercial cost sharing opportunities. Consider hiring, on a commission basis, a grant researcher and writer.

**Commented [MM21]:** Jill Parson commented “(?)”

**D. Recommendation:** MSB repair/upgrade impassable sections of roads first to make a road safe for year-round travel and maintainable in the road maintenance contract before considering upgrades to make the road meet SCM standards.

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## 7. RSA Board Responsibilities

**A. Issue:** Place holder for discussion on possibly leveraging RSA boards to help alleviate manpower shortages in the Pub Works Directorate?

**B. Discussion:** Observation. RSA Boards are underpowered. Although RSA boards are 'advisory' in nature, they are underutilized in their capacity to support road service needs. Consider leveraging their experience, manpower, and intellectual capacity by relying more heavily on them for:

- The RSA budgetary process (Maint Contract, Other Maint projects, CIP, ....)
- Place them into an 'approval' or at least 'concurrence' required status for the development and prioritization of other maintenance projects (\$250K per RSA, \$25K per project)
- Require RSA boards to brief the Assembly on their recommendations for RIP and their priorities for safety, accessibility, and improvement that they employed.
- Direct a 'Matrixed' approach for the RSA Boards to use when forming their recommendations based on MSB priorities for safety and accessibility.

**C. Recommendation:**

## 8. Constraining nature of current interpretation to the Open Meetings Act

**A. Issue:** Place holder for a discussion on the effect of abiding by the MSB Interpretation of the Open Meetings Act. All comments are welcomed.

**Commented [GH22]:** Would you want the Legal Office to supply the Open Meetings Act summary for inclusion?

**B. Discussion:**

**C. Recommendation:**

## III. Task Force Membership & Meeting Schedule

- Gary Foster - Chairperson
- Darren Zimmer- Vice Chairperson
- Jashua Leatham - Member
- Kenneth Walch - Member



- Jill Parson - Member

In general the Task Force met every other Tuesday from 1400-1600 from 5 May 2022 until - . Detailed dates and locations are available at Appendix E, RSA Task Force Meeting Schedule.

#### **IV. Borough Support and Participation**

- George Hays - MSB Administration
- Tom Adams, PE - Public Works Director
- Russ Krafft – Purchasing Director
- Don Thomas – Operations & Maintenance Manager
- Tyler Blazejewski - Ops & Maintenance
- Tiffany Richards –MSB Administrative Support
- Mary Miller - Alternate

#### **V. Acknowledgments:**

#### **VII. What else?**

#### **VIII. Appendices**

- A. Committee #1 Report
- B. Committee #2 Report
- C. Committee #3 Report
- D. Committee #4 Report
- E. RSA Task Force Meeting Schedule
- F. Recommendation Roll-up
- G. Department of the Interior, Directors Order No: 225 Subj: Incidental Take of Migratory Birds

We need a new contract. The present contract is not clear on how to pay for work performed under the maintenance contract. The bid form provides payment for maintenance for all work required under the contract using a unit price per mile, including shaping to carry drainage away from the road, brush control, pothole and washboard removal. The problem is that all of this is included in one bid line item for the entire job.

There is no relationship between the elements that make up the work and the payment identified under the contract. Example: if drainage away from the road is not maintained, there are no provisions for a failure of the contractor to provide that service which is identified in the contract. It is clear upon road inspections that maintenance of the road to specifications of the contract is not being done. We know from reports and observations that the contractor is not maintaining the roads as required by the contract. It is this committee's belief that the contractor is most likely receiving full payment of \$5400 (original year)+ per mile of road even though much of the road maintenance specifications are not being performed. Therefore MSB is paying full price for work required but not performed. This is a gross violation of the intent of the contract. Example: Purinton Pkwy where the crown has been bladed off, not graded to carry drainage off the road, is a failure to meet requirements of the contract: certain width, drainage, crown, etc.

1. The bid price is made up of numerous different requirements, without identifying the elements of work that make up the bid price; have lumped all elements together into one price. How do we measure work done and allocate fair payment?
2. In the existing contract: who is the Borough Project Manager (Section 32 - Authority) and what is their authority? Public Works MUST prepare this new contract structure and have the authority to enforce. Public Works must sign off on the contract before Purchasing/Borough Manager sign in final agreement. The contract must identify the PWD job title and the Contractor's designated person who are assigned responsibility to monitor work done and enforce the contract.
3. The contract needs to itemize segments of work, attach a cost, and develop a way to identify whether work has been done or not, and pay for work done. Easiest way to fix this omission is to write a new contract. Public Works needs to chair the committee to do so and has to be willing to change, not just doctor, the contract. Get a qualified engineer to prepare the contract. One example of itemizing: determine a unit price for a cubic yard of gravel to repair a road that can be applied without requiring a contract change order.

We can pull examples from other governments. (google "sample gravel maintenance contracts", etc)

If we do not approach this as a Task Force recommendation for a new contract, we are doubtful that our existing contract can provide the method and means to solve RSA21 problems.