


SUBJECT: INFORMING THE ASSEMBLY OF A MEMORANDUM OF AGREEMENT BETWEEN THE MATANUSKA-SUSITNA BOROUGH AND THE CITY OF PALMER WHICH HAS BEEN SIGNED BY THE BOROUGH MANAGER, REGARDING MAINTENANCE RESPONSIBILITIES FOR BOGARD ROAD AND RELATED IMPROVEMENTS, AND PALMER MOOSE DRIVE.

AGENDA OF: July 16, 2024

ASSEMBLY ACTION:

Presented to the Assembly 07/16/24 - *emw*

AGENDA ACTION REQUESTED: For information only.

Route To	Signatures
Originator - B. Sworts	 Recoverable Signature X Brad Sworts Signed by: Brad Sworts 6/24/2024
Department Director - T. Adams	X Tom Adams, P.E. Signed by: Tom Adams 6/25/2024
Finance Director	X Cheyenne Heindel Signed by: Cheyenne Heindel 6/28/2024
Borough Attorney	X Nicholas Spiropoulos Signed by: Nicholas Spiropoulos 6/30/2024
Borough Manager	X Michael Brown Signed by: Mike Brown 7/1/2024
Borough Clerk	X Estelle Wiese fo Lonnie McK... Signed by: Estelle Wiese 7/1/2024

ATTACHMENT (S): MOA Regarding Maintenance (4 pp)

Maintenance responsibilities - map layout (1 p)

SUMMARY STATEMENT: During the Bogard Road Extension East Phase 1 Construction Project, the Borough constructed new road from the Glenn Highway to 49th State Street, as well as several road improvements related to Arctic Avenue and Palmer Moose Drive. Since the changes involve areas both inside and outside the City boundaries, an agreement has been signed to clearly identify maintenance responsibilities for both the Borough and the City of Palmer. The attached Memorandum of Agreement has been developed with input from both parties.

Memorandum of Agreement
Between the Matanuska-Susitna Borough and the City of Palmer
Regarding Maintenance Responsibilities
For Bogard Road and Related Improvements and Palmer Moose Drive

The Parties to this Agreement are the City of Palmer (hereinafter "City") and the Matanuska-Susitna Borough (hereinafter "Borough"), both being municipalities established under Alaska law.

WHEREAS, the Borough constructed road improvements from the Glenn Highway to 49th State Street under the Bogard Road Extension East Phase 1 Construction Project, MSB Project No. 06-134 (hereinafter "Project"); and,

WHEREAS, in addition to constructing a new road from the City boundary to 49th State Street, the Project reconstructed and improved Arctic Avenue, which was renamed Bogard Road, from the Glenn Highway to the City boundary, to include grading, drainage, paving, signing, striping, illumination, signalization, landscaping and enhancements, as well as construction of parallel walkways and frontage roads; and,

WHEREAS, the City formerly maintained W. Arctic Avenue (now Bogard Road) west of the Glenn Highway for several years, and currently maintains what is now Palmer Moose Drive running south from Bogard Road, then west to an intersection with Hemmer Road; and,

WHEREAS, there are Project improvements from the Glenn Highway west to the City boundary that are both inside and outside the City; and,

WHEREAS, it is necessary to establish an agreement between the City and the Borough to identify maintenance responsibilities between the parties for the improvements constructed under the Project.

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the responsibility for maintenance and operation of the various portions of the Bogard Road segment from the Glenn Highway to the intersection with Palmer Moose Drive/Oscar Street and related, associated, or adjacent right-of-way:

1. CITY OF PALMER MAINTENANCE

- a. The City will maintain Felton Street from Josh Drive to Bogard Road (a separate agreement covers Felton Street south of Josh Drive to the Palmer-Wasilla Highway); the intersections starting at the subdivision right-of-way boundaries of Anna Street and Oscar Street that enter Valley Trails Subdivision from Bogard Road; the entirety of Auklet Avenue from Anna Street east; the entirety of Recon Circle; the entirety of Palmer-Moose Drive; and the intersections of Montgomery Way and Silver Tip Drive that enter the Highlands Subdivision from Bogard Road.

- b. The City's responsibilities shall include maintenance, repair, or replacement of the following improvements for the above-named roads:
 - i. Signage, striping, crack sealing, pothole patching, and paving; and
 - ii. Drainage improvements, to include curb and gutter, storm drain piping, and culverts, catch basins and manholes, drainage swales, dry wells, detention ponds and drainage structures; and
 - iii. Seeding, plantings, and landscaping; and
 - iv. Retaining walls and fencing.
- c. City operations and maintenance will include repair and replacement of all luminaires, their lamps and electrical cost along the Bogard Road corridor from the Glenn Highway to the last luminaire just west of the Palmer Moose Drive/Oscar Street intersection with the exception of the luminaires that are on the traffic signal poles at the intersection of Bogard Road and Felton Street.

2. MATANUSKA-SUSITNA BOROUGH MAINTENANCE

- a. The Borough will maintain Bogard Road from the Glenn Highway west to Oscar Street including a quarter-mile section within the City boundary (across the southern edge of Valley Trails Subdivision).
- b. The Borough will maintain the pedestrian walkway on the south side of Bogard Road and also the sidewalk between Anna Street and Oscar Street on the north side of Bogard Road.
- c. The Borough will pay all electrical costs of the signalized, illuminated intersection at Bogard Road and Felton Street.
- d. The Borough's responsibility shall include maintenance, repair, or replacement of the following improvements constructed under the Project:
 - i. Signage, striping, crack sealing, pothole patching, and paving; and
 - ii. Drainage improvements, to include curb and gutter, storm drain piping and culverts, catch basins and manholes, drainage swales, dry wells, detention ponds and drainage structures; and
 - iii. Maintenance and programming cost of the traffic signal system; and
 - iv. Seeding, plantings and landscaping; and
 - v. Retaining walls and fencing.

3. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written agreement signed by both parties.

4. RESPONSIBILITIES/DISPUTE RESOLUTION

Each party shall be responsible for its own activities under this agreement. In the event of a dispute or claim of mixed, joint, or uncertain liability, the parties shall meet and confer in good faith to seek resolution.

5. THE WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this Agreement.

CITY OF PALMER

BY:

John Moosey, City Manager

11.28.23

Date

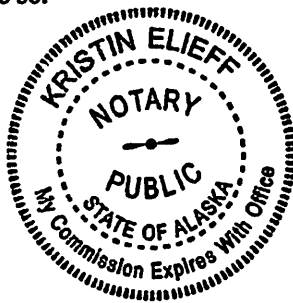
ACKNOWLEDGEMENT

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this 28 day of November, 2023, the City Manager of the City of Palmer acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.



Kristin Elieff

Notary Public, State of Alaska

My commission expires: with office

MATANUSKA-SUSITNA BOROUGH

BY: MB 6/10/24
Michael Brown, Borough Manager Date

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 10th day of June, 202⁴3, the Borough Manager of the Matanuska-Susitna Borough acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.



Mary Miller
Notary Public, State of Alaska
My commission expires: 10/26/2024

