



SUBJECT: INFORMING THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY OF A MEMORANDUM OF AGREEMENT AND TEMPORARY CONSTRUCTION PERMIT FOR ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES BOGARD ROAD PAVEMENT PRESERVATION PROJECT (MSB008108).

AGENDA OF: May 21, 2024

ASSEMBLY ACTION:

Presented to the Assembly. 05/21/24 - *emw*

AGENDA ACTION REQUESTED: For information only.

Route To	Signatures
Originator	<div>5 / 6 / 2 0 2 4</div> <div>X L i s a G r a y</div> <div>Signed by: Lisa Gray</div>
Division Manager	<div> Recoverable Signature</div> <div>X J o e M e t z g e r</div> <div>Signed by: Joe Metzger</div>
Department Director	<div>5 / 7 / 2 0 2 4</div> <div>X J i l l i a n M o r r i s s e y</div> <div>Signed by: Jillian Morrissey</div>
Finance Director	<div>5 / 8 / 2 0 2 4</div> <div>X C h e y e n n e H e i n d e l</div> <div>Signed by: Cheyenne Heindel</div>
Borough Attorney	<div>5 / 9 / 2 0 2 4</div> <div>X N i c h o l a s S p i r o p o u l o s</div> <div>Signed by: Nicholas Spiropoulos</div>
Borough Manager	<div> Recoverable Signature</div> <div>X M i c h a e l B r o w n</div> <div>Signed by: Michael Brown</div>
Borough Clerk	<div>5 / 1 0 / 2 0 2 4</div> <div>X E s t e l l e W i e s e f o r L o n n i e M c . . .</div> <div>Signed by: Estelle Wiese</div>

ATTACHMENT (S) : Map (1 pp)
 Memorandum of Agreement (1 pp)
 Temporary Construction Permit (2 pp)

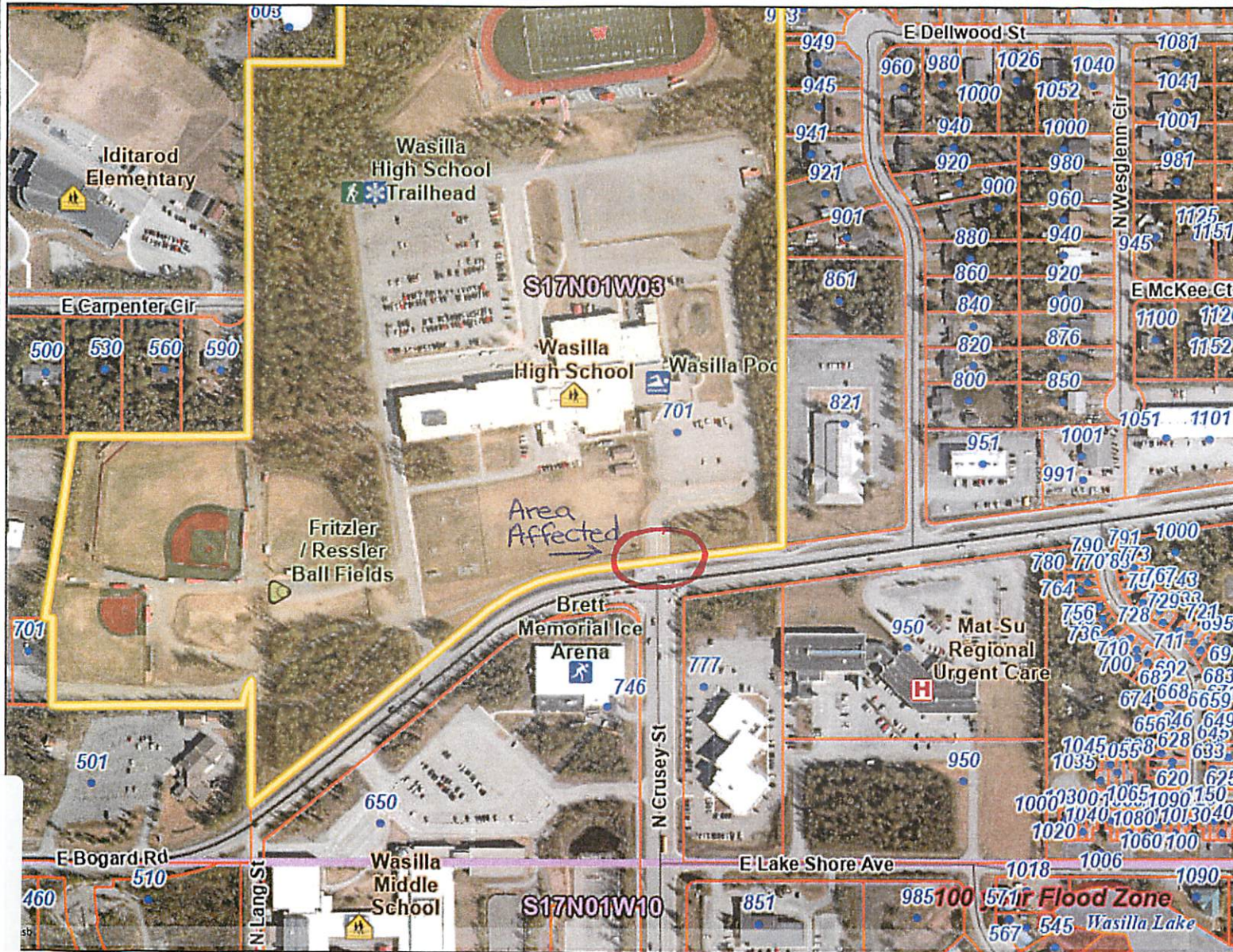
SUMMARY STATEMENT:

The State of Alaska Department of Transportation and Public Facilities (ADOT&PF) Bogard Road Pavement Preservation Project No.0001703/CFHWY00723 will affect Wasilla High School's driveway. ADOT&PF's project will make improvements on a 7.6-mile-long

portion of Bogard Road. Improvements will include drainage, ADA improvements, paving, roadway signalization, signing and striping. ADOT&PF will be upgrading Wasilla High School's driveway approach. Construction for the driveway upgrade is anticipated in the summer of 2025 with short term duration and is of mutual benefit to both parties; therefore, no compensation or cost is attached. The permit is authorized pursuant to MSB 23.05.030. Staff initiated Borough inter-department and school district review and received no objections. Documents provided are for information and review as directed by Borough administration and the Assembly.



Matanuska-Susitna Borough



Legend

ParcelViewer

Public Facilities

- Medical
- School
- School
- School

Recreational Facilities

- Ball Fields
- Ice Arena
- Pool
- Trailhead (summer/winter)

Roads

- Major Road
- Minor Road
- Not Constructed

Mat-Su Borough Boundary



Incorporated Cities



Address Numbers



Parcels



1 : 9264

THIS MAP IS NOT TO BE USED FOR NAVIGATION

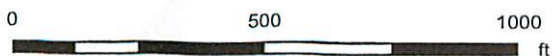
Notes

This map is solely for informational purposes only. The Borough makes no express or implied warranties with respect to the character, function, or capabilities of the map or the suitability of the map for any particular purpose beyond those originally intended by the Borough. For information regarding the full disclaimer and policies related to acceptable uses of this map, please contact the Matanuska-Susitna Borough GIS Division at 907-861-7858.

Date: 04/12/24

WGS_1984_Web_Mercator_Auxiliary_Sphere

IM 24-108





STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

MEMORANDUM OF AGREEMENT

PROJECT NAME: BOGARD RD PAVEMENT
PRESERVATION: TRUNK RD. TO WASILLA-
FISHHOOK RD.

STATE PROJECT #: CFHWY00723

FEDERAL-AID PROJECT #: 0001703

PARCEL #: TCP-1

AGREEMENT has been reached this _____ day of _____, 2024, between the owner or owners of the below designated parcel or parcels and the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, for the purchase of said parcel or parcels. The amount to be paid, and other considerations to be given in full satisfaction of this Agreement, are as follows:

Right-of-Way Acquisition: \$ _____ 0.00
Retention Value \$ _____ 0.00
Total Compensation \$ _____ **MUTUAL BENEFIT**

Fixtures and improvements purchased: \$ _____ 0.00
Permit Area: 2,976 (sq. ft.) _____

Damages are a considerations: ☐ yes ☒ no Amount of Damages \$0.00 included in total compensation

Other Conditions: This AKDOT&PF construction contract will require licensed, bonded and insured contractors. Although we cannot guarantee damage/accidents not to occur, the contractor is liable for any damages and would be required to repair or cover repairs to any damages.

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the vendor or vendors.
2. This Memorandum embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
3. The vendor or vendors hereby agree that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said vendor or vendors agree to discharge the same.
4. THIS AGREEMENT shall be deemed a CONTRACT extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representative, successors and assigns of the parties, only when the same shall have been approved by the Regional Chief Right-of-Way Agent on behalf of the Department.

Of the total amount of compensation hereinabove agreed upon, the sum of \$ 0.00 shall be paid upon execution and delivery of a good and sufficient: ☐ Warranty Deed ☐ Easement ☒ Temporary Construction Permit ☐ Other, and the balance of the compensation, amounting to \$ 0.00 shall be paid upon compliance by the vendor or vendors with the terms hereof.

Disbursement of funds will be made in the following manner:

Vendor or Vendors	Amount of Payment
Matanuska-Susitna Borough School	
Wasilla High School L	0.00

Please disclose if there are any known hazardous materials on the property that may affect our worker's safety. .

The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above.

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

Vendor and Vendors: Matanuska-Susitna
Borough School/Wasilla High School L

REGIONAL PRE-CONSTRUCTION ENGINEER _____ Date _____
Note: Regional Pre-Construction Engineer or Designee must sign when construction consideration is involved

BY: _____
Right-of-Way Agent _____ Date _____

APPROVED FOR PAYMENT AS ABOVE

REGIONAL CHIEF RIGHT-OF-WAY AGENT _____ Date _____
Region: _____



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

TEMPORARY CONSTRUCTION
PERMIT

PROJECT NAME: BOGARD RD PAVEMENT
PRESERVATION: TRUNK RD TO WASILLA-
FISHHOOK RD

STATE PROJECT #: CFHWY00723

FEDERAL-AID PROJECT #: 0001703

PARCEL #: TCP-1

THE GRANTOR, **MATANUSKA-SUSITNA BOROUGH SCHOOL / WASILLA HIGH SCHOOL L**, whose mailing address is 350 E. Dahlia Avenue, Palmer, AK 99645, for and in consideration of MUTUAL BENEFITS and other valuable consideration, in hand paid, grants unto the GRANTEE, **STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES**, whose mailing address is P.O. Box 196900, Anchorage, Alaska 99519-6900, its agents or contractors, during the period of construction of Alaska Project No. CFHWY00723, permission to enter upon all that portion of the following-described tract of land:

Iditarod-Wasilla Schools 2016 Tract A, Plat No. 2016-112,

which lies within the boundaries of the parcel of land designated as Temporary Construction Permit No. TCP-1, delineated as to said tract of land on the plat attached hereto and made a part of hereof as page 2 of this instrument and containing 2,976 square feet, more or less, is hereby granted to the State of Alaska for the purpose of constructing road improvements, including reconstructing this driveway approach.

The Grantor hereby covenants with the State of Alaska that the Grantor has good title to the above-described tract of land, and covenants that the State of Alaska shall have quiet and peaceable possession thereof and use thereof during the period of the temporary construction. This permit, and any and all rights granted herein, are in effect for a period beginning the first day of construction on the property and ending two years later, at which time the permit shall expire and be of no force and effect.

Dated this _____ day of _____, 2024.

MATANUSKA-SUSITNA BOROUGH SCHOOL / WASILLA HIGH SCHOOL L

By: _____

Print Name: _____ Title: _____

CERTIFICATE OF ACCEPTANCE

The State of Alaska, Department of Transportation and Public Facilities, hereby accepts this permit of this _____ day of _____, 2024.

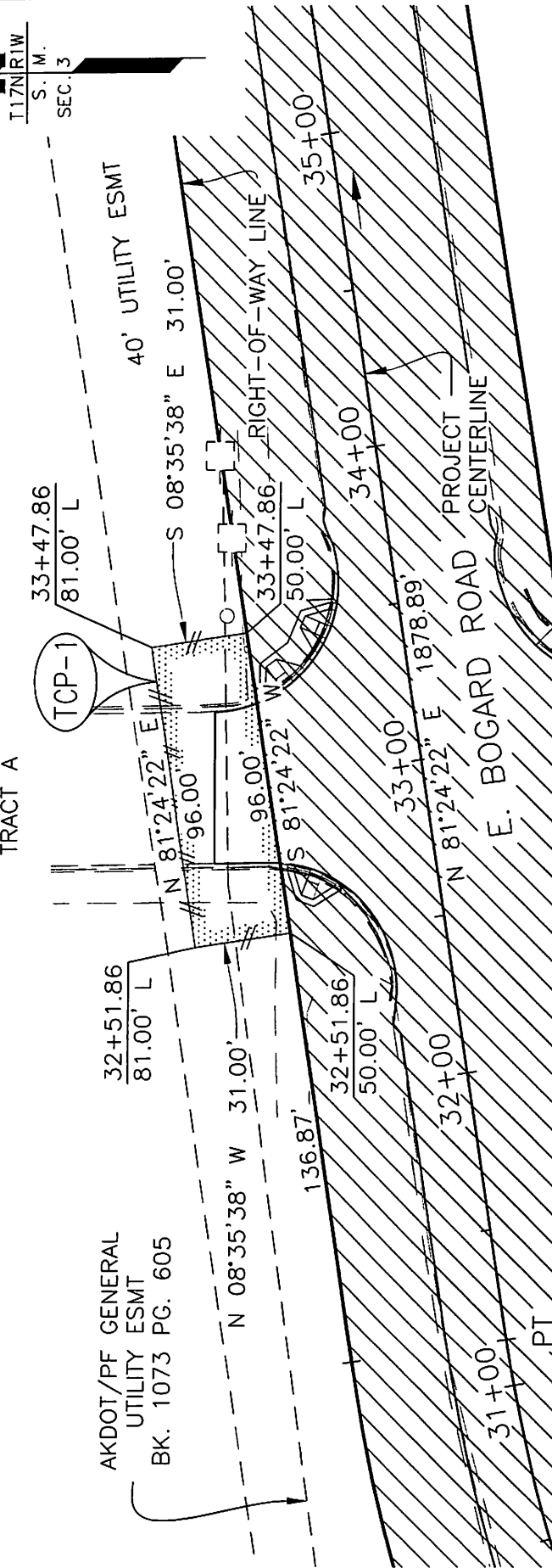
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

By: _____
For the Commissioner

-  EXISTING RIGHT-OF-WAY
-  TEMPORARY CONSTRUCTION PERMIT REQUIRED

IDIT AROD-WASILLA
SCHOOLS 2016
PLAT NO. 2016-112

TRACT A



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

TEMPORARY CONSTRUCTION PERMIT REQUIRED FOR
BOGARD RD PAVEMENT PRESERVATION:
TRUNK RD TO WAILLA-FISHOOK RD
 PROJECT NO. 0001703/CFHWY00723

OWNER'S INITIAL
 ATTACHED TO Temporary Construction Permit
 PAGE 2 OF 2 DATED _____

PLAT 1 OF 1

TCP AREA 2,976 S.F.

DRAWN BY JJZ

DATE Mar 2024

PARCEL NO. TCP-1

