


SUBJECT: AUTHORIZE THE MATANUSKA-SUSITNA BOROUGH MANAGER TO TRANSFER AND RELINQUISH ANY AND ALL INTEREST THE BOROUGH HAS WITHIN WEST HAWK LANE TO THE CITY OF HOUSTON FOR MAINTENANCE WITHIN THE CITY BOUNDARIES, LOCATED WITHIN SECTIONS 1, 2, 3, 10, 11 AND 12, TOWNSHIP 17 NORTH, RANGE 03 WEST, SEWARD MERIDIAN, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. (MSB PROJECT NO. 13-12-004190/35408 & DPW000117)





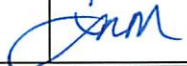

AGENDA OF: April 4, 2017

ASSEMBLY ACTION:

OR 17-039 - Public Hearing held &
Adopted w/o objection 

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator		
	Capital Projects Director		
	Finance Director		
	Borough Attorney		
	Borough Clerk		3/24/17 

ATTACHMENT (S): Fiscal Note: Yes _____ No X
 Ordinance Serial No. 17-039 (3 pp)
 Map (1 pp)
 City of Houston Resolution 14-16 (3 pp)
 Manager's Deed of Relinquishment (3 pp)

SUMMARY STATEMENT:

On October 4, 2011, Mat-Su Borough voters authorized the issuance of general obligation bonds for the Transportation Systems Bonds (Proposition 2) that financed the costs for the construction and betterment of West Hawk Lane Upgrade and Paving in the amount of \$1,000,000.

Matanuska-Susitna Borough Code 5.15.025, Road Service Areas, only allows road maintenance and improvements in road service areas located within the Borough (i.e., those roads which are outside of city boundaries).

Even though West Hawk Lane is located within the boundaries of the City of Houston, it was included in the road bond package; therefore, Borough staff worked with City of Houston officials during construction of the West Hawk Lane upgrade to ensure the city's needs and bond requirements were met. The city is now ready to accept the transfer, maintenance, and responsibility of the new road from the borough.

On August 14, 2014, Houston City Council adopted Resolution 14-16 approving acceptance of West Hawk Lane from the Matanuska-Susitna Borough lying within the city boundaries from the Parks Highway to the common section line of Sections 3 & 4, containing approximately 2.5 miles.

Matanuska-Susitna Borough Code 23.05.030 (D) states the Manager may, with the consent of the Assembly, convey real property to or negotiate an exchange of real property within the United States of America, the State of Alaska, or other entity where, it is in the best interest of the Borough to do so.

RECOMMENDATION OF ADMINISTRATION:

The Capital Projects Department recommends the assembly authorize the Manager to transfer and relinquish any and all interest the borough has within West Hawk Lane to the City of Houston within Sections 1, 2, 3, 10, 11, and 12, Township 17 North, Range 03 West, Seward Meridian, Third Judicial District, State of Alaska, by a Manager's Deed of Relinquishment.

SEC.'s 1, 2, 3, 10, 11 & 12, T17N, R03W, SM, AK.

CITY OF HOUSTON, ALASKA
RESOLUTION 14-16

A RESOLUTION OF THE HOUSTON CITY COUNCIL DEDICATING THE PORTION
OF HAWK LANE WITHIN CITY LIMITS TO PUBLIC USE AND ASSUMING
MAINTENANCE RESPONSIBILITY ACCORDING TO THE CITY OF HOUSTON'S
ROAD PROGRAM UNDER HMC 10.14

WHEREAS, the City of Houston has established a road maintenance program within the
City for the benefits of all residents; and

WHEREAS, the Matanuska-Susitna Borough upgrade to Hawk Lane is near completion
and the MSB is ready to transfer maintenance responsibility to the City for the portion of Hawk
Lane that is within the City limits; and

WHEREAS, The City shall operate a road program which includes grading, upgrading,
cleaning ditches, snow plowing and any other phase of road maintenance deemed necessary by
the City Council to keep the roads open for the benefit of the residents; and

WHEREAS, only roads dedicated to public use and accessible to the public road system
are included in the City's road program; and

NOW, THEREFORE BE IT RESOLVED that the Houston City Council dedicates the portion
of Hawk Lane within city limits to public use and assumes maintenance responsibility according
to the City of Houston's Road Program under HMC 10.14.

EFFECTIVE DATE: This Resolution becomes effective upon its adoption by the Houston City
Council.

INTRODUCED BY: Mayor Thompson

VOTE: Barney, Jorgensen, Hartley, Johansen, Stout, Wilson, Thompson in favor.

ADOPTION DATE: August 14, 2014

ADOPTED by the Houston City Council on August 14, 2014.

THE CITY OF HOUSTON, ALASKA

Virgie Thompson
Virgie Thompson, Mayor

ATTEST:

Sonya Dukes
Sonya Dukes, CMC, City Clerk





MATANUSKA-SUSITNA BOROUGH
Public Works Department
1420 S. Industrial Way • Palmer, AK 99645
Phone (907) 861-7751 • Fax (907) 861-7769
www.matsugov.us



August 6, 2014

Virgie Thompson
Mayor
City of Houston
PO Box 940027
Houston, AK 99694

Dear Mayor Thompson:

The Borough managed upgrade to Hawk Lane is nearly complete and our Capital Projects Department is ready to transition maintenance responsibility to the appropriate civil authorities. A small portion of this road at the far western end is located in Road Service Area 21, the Big Lake RSA, and will be maintained using property tax funds collected in that service area. However, the remainder of Hawk Lane is located within the City of Houston and by State law cannot be maintained using Borough tax funds.

To ensure public safety and make the most of the investment in this upgrade we are recommending you seek appropriate approval to dedicate this road for public use and assume maintenance responsibility.

Our Capital Projects Department is prepared to conduct a joint inspection to identify any faults or discrepancies which must be fixed prior to your assuming maintenance responsibility. The project manager, Bob Walden, will contact you separately to set up this event.

Please feel free to contact me at 861-7751 if I can be of assistance.

Very respectfully,

Terry Dolan
Director of Public Works

cc: Mike Brown, Capital Projects Director
Jim Jensen, Operations & Maintenance Division Manager

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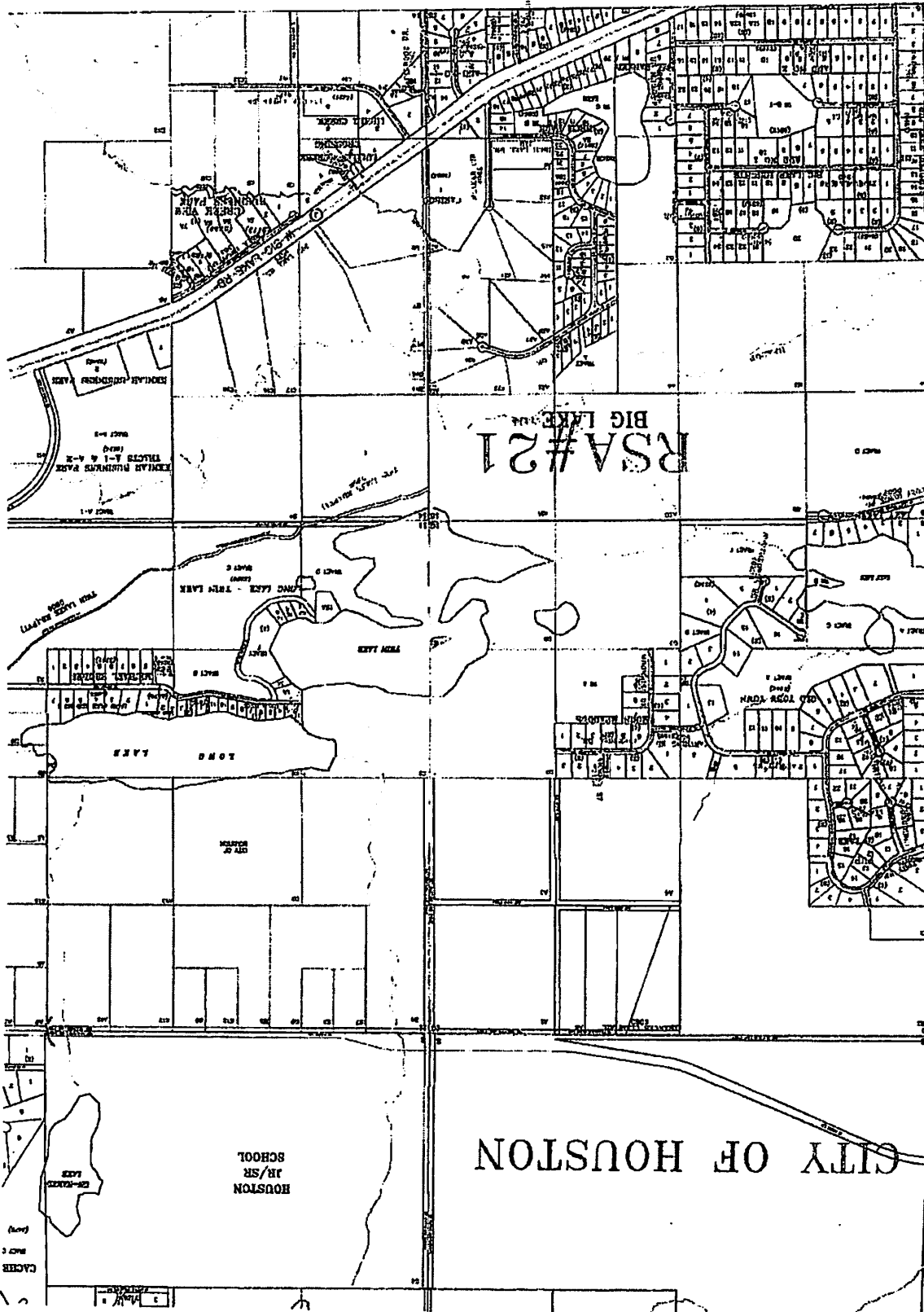


RSA Legend
Schedule Bus Routes
RSA Boundaries
Highway Main Roads
State Main Roads
Certified, Not Maint.
Contracted, Not Maint.



BRSA V&S

SEC 4014



SEE HQ12

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MATANUSKA-SUSITNA
BOROUGH

**MANAGER'S
DEED OF RELINQUISHMENT**

**PROJECT NAME: WEST HAWK LANE
UPGRADE**

MSB PROJECT NO.: 13-12-004190 / 35408

DPW NO: 000117

The GRANTOR, MATANUSKA-SUSITNA BOROUGH, whose mailing address is 350 E. Dahlia Avenue, Palmer, Alaska 99645, acting by and through its Manager, under the authority of MSB 23.05.030(D), for and in consideration of Ten Dollars and good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, subject to the following-described interest and conditions, does hereby relinquish and quitclaim unto the GRANTEE, CITY OF HOUSTON, whose mailing address is Post Office Box 940027, Houston, Alaska 99694, the Grantee's successors and assigns forever, all right, title and interest, if any, not herein reserved unto the Matanuska-Susitna Borough, in and to that real property situated in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

All that portion of West Hawk Lane and associated right of way lying within Sections 1, 2, 3, 10, 11 and 12, T17N, R03W, Seward Meridian, Third Judicial District, State of Alaska, from West Parks Highway to the common section line of Sections 3 and 4, T17N, R03W, Seward Meridian, Alaska, a distance of approximately 2.5 miles as shown on the attached Exhibit A.

In consideration of this conveyance, the City of Houston agrees as follows:

1. The City of Houston is familiar with the property described above, including all rights of way, improvements, and structures located thereon, hereafter referred to as the "road".
2. The City of Houston represents that it has inspected the road and is familiar with its design and quality of construction and has had sufficient opportunity to perform an environmental assessment of the property described above for the purpose of determining whether any hazardous substance contaminates the property. For purposes of these covenants, a "hazardous substance" is any chemical, metal, petroleum product, or other material (or any combination of materials) that is regulated by any government agency in any quantity as a contaminant, hazardous material, or threat to health or safety.
3. The City of Houston shall hold the Borough, its officers, employees, and agents (collectively, "The Matanuska-Susitna Borough") harmless from and defend and indemnify the Matanuska-Susitna Borough for liability, claims, or causes of action arising out of the Deed and Assignment or relating to the property and facilities being deeded and the obligations being assigned.
 - a. Notwithstanding the foregoing, the City of Houston shall have no obligation to hold harmless and indemnify the Matanuska-Susitna Borough to the extent the Matanuska-Susitna Borough is determined to be liable for its own acts or omissions, except that to the maximum extent allowed by law, the City of Houston shall hold the Matanuska-Susitna Borough harmless from and indemnify the Matanuska-Susitna Borough for liability, claims, or causes of action arising from an alleged defect in the design or construction of facilities existing on the premises at the date of this Deed, regardless of negligence or other fault, if such liability, claim, or cause of action arises out

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of an incident that occurs more than two years after the City of Houston assumes maintenance responsibilities for the facilities.

b. The City of Houston's duty to defend shall apply regardless of whether it is also alleged that the Matanuska-Susitna Borough's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

c. Neither liability, claims or causes of action arising from injuries that occurred prior to the date of this Deed, nor liabilities imposed by, or claims or causes of action arising from or asserted under AS 46.03.822 shall be governed by this paragraph.

4. Upon acceptance of this Deed by the City of Houston, the Matanuska-Susitna Borough shall cease ownership, maintenance, and operation of the road and the City of Houston shall be solely responsible for its ownership, maintenance, and operation of the road.

5. If the premises cease to be dedicated to public use, the Matanuska-Susitna Borough may, upon reasonable notice, reenter and reoccupy the premises without compensation, for any public purpose.

ASSIGNMENT

In addition to the conveyance described above, and relating to the property and property interests therein conveyed to the City of Houston, the Matanuska-Susitna Borough hereby assigns to the City of Houston, for all events occurring after the date of this assignment, all its rights, powers, interests, and privileges in or arising from each and every one of the utility permits listed below:

<u>Permit Number</u>	<u>Permittee</u>	<u>Facility</u>
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Dated this _____ day of _____, 2017.

MATANUSKA-SUSITNA BOROUGH

BY: _____
Borough Manager

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ACKNOWLEDGMENT

STATE OF ALASKA)
 : ss.
THIRD JUDICIAL DISTRICT)

ON THIS _____ day of _____, 2017, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared John Moosey, the Manager of the Matanuska-Susitna Borough, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that he signed the same freely and voluntarily, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL)

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Houston, Grantee herein, hereby accepts the conveyance of real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2017.

By: _____
Virgie Thompson, Mayor

Return to:
City of Houston
Post Office Box 940027
Houston, Alaska 99694

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