

one of our sister states has offered his assistance in drafting legislation to curb the activities of stock promotion which exploits our present situation.

The Legislative Council has worked in this field, and I urge you to consider their proposals. We do not wish to drive investment capital away, but we must apply necessary controls to guard against unscrupulous operators who have already shown their willingness to take advantage of statehood's extensive publicity.

ADMINISTRATIVE PROCEDURE ACT

The necessity for enactment of administrative procedures legislation arises through the fact that state boards and commissions serve largely in advisory capacities. These boards acted upon appeals from decisions of agency heads under present laws. Now we need a quasi-judicial agency to assure persons an appeal procedure from department executive decisions.

I understand a bill has been prepared by a member of the House of Representatives to fill this need. I recommend its consideration to you.

MERIT AND RETIREMENT SYSTEM

Fortunately, there has been a study made, and a report is in the making, on the creation of a Merit System which will be related to a State Employees Retirement System. We should all examine it when it becomes available.

Legislation in this field is imperative.

ELECTION LAWS

I know I will not have to do more than point out that the Election Laws under territorial form of government are in need of revision to fit our State Constitution. Action on this area should not be delayed beyond this Session.

OIL DEVELOPMENT

Since discovery of oil in commercial quantities on the Kenai Peninsula in 1957, two great interrelated responsibilities face this Legislature. One will be that of encouraging further exploration and greater production. Greater cost factors such as those incurred in reaching and developing inaccessible fields may affect Alaska's competitive position in world markets. We will wish to consider how far to go in creating a favorable investment climate toward attracting new payrolls and realizing rental and royalty income for the State. Closely related to this is the need for immediate attention to the selection of more than 100 million acres of state lands which will be of incalculable value to the state. Delay in starting this job will defer income. The state is in the real estate business in a large way, but, to adopt an old maxim, it will be necessary to spend money to make money. In both of these areas your best thinking, in terms of the public interest to be served, will aid the state for generations to come.

FISH TRAPS

In all probability we shall become involved in litigation this season on the fishtrap issue. This administration's determination to end traps will doubtless be contested in the next few months. I recommend, therefore, that we be prepared--by your enabling the Governor to engage counsel for assignment to this

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task. Its importance to Alaska will far outweigh its immediate cost.

During the very months that such preparation should be underway, the Attorney General will, of necessity, be preoccupied with this first legislative assembly and with a host of internal problems incident to reorganization.

May I add that mention of traps should not be construed to mean that the fishing industry is destined to become a political whipping boy. It is the hope of this administration that with traps gone and control vested in the State, industry and State will work together to restore our historic #1 resource and industry. The state of the salmon fishery is too well known to require comment. It must be restored and the State stands ready to cooperate and to exercise leadership toward that end.

LOCAL GOVERNMENT

A primary task facing us in the field of local government is the establishment of boroughs. There has been a feeling of mystery and apprehension regarding this new local unit. This is not necessary. The borough is simply a new unit of area government created by the Constitution. It will be what Alaskans want it to be; it will do what the people wish it to do.

Since the borough system is brand new, and we can not look elsewhere for instruction, we must be careful in their creation. Their boundaries, functions and classification will require particular study.

At the same time there has for many years been a need for area government in many urban and rural areas. Now that we have the means to meet the need, we must not too long delay the establishment of boroughs.

Toward this end, immediate steps should be taken for establishment of the local Boundary Commission. This Commission, assisted by the local affairs agency, can then make necessary recommendations for putting the borough system into effect.

NATIONAL PROGRAMS

Now I will not detain you much longer, but I do want to say a word or two about what I see ahead in the years of transition. I am concerned that the Administration in Washington might accelerate the transition period. The President has sent to Congress a proposed omnibus bill which would hasten the time schedule in our assuming a number of costly activities. It appears to me that its early enactment is being urged not because the Administration feels it is essential to full statehood, but more to relieve the Federal budget of financial responsibility for these services. I am fearful that because the Bill calls for what appears to be a large sum of free money the first year, but which declines to nothing in a few years, we will be misled and tempted to accept it as a final offer.

In my opinion, it is too little and too early. I have already discussed the proposed Bill with Senator Bartlett, and I intend to confer with the other members of our Congressional delegation. I am assured that the State will be giving every opportunity to be heard in this respect.

I shall not presume further on your time beyond stating my belief that this First Session of the Alaska State Legislature

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may well prove to be the greatest.

You must make momentous decisions which will shape our course for years ahead. Yours is a role comparable to that of the Constitutional Convention and you share with that group the responsibility of "founding fathers".

I have noted your spirit of dedication and your acceptance of grave responsibility.

We share a formidable stewardship. While detail may divide us major objectives will not.

With God's help we can serve the great tradition of all free peoples, and to this end I pledge you my fullest cooperation.

9

RG 30, Bur. of Public Roads
E. G. D., Gen. Corr. + Related Recs., 1955-59
Box 1127

Alaska

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Region 10
Juneau, Alaska

January 22, 1959

MEMORANDUM

TO: All Employees

FROM: E. H. Swick, Regional Engineer
10-00 Juneau, Alaska

SUBJECT: Alaska Statehood

The President's budget for the year beginning next July was covered in the newspapers early this week. It includes in its fiscal planning provision for the State of Alaska to take over on July 1 the normal State highway operations now being performed by employees of the former Alaska Road Commission and the Bureau of Public Roads. Other Federal agencies in Alaska performing functions which normally are the responsibility of a State government likewise are affected.

This will involve many problems, the most serious of which will be the necessity for transfer to the State of functions such as maintenance and related activities. We hope to be able to offer our personnel a transfer to the new State government under terms favorable to them. Planning to that end cannot begin until the new State government is organized and operating. Further Federal procedures also must be decided upon. A small Public Roads organization will remain in Alaska to administer the Federal-aid funds and to handle the Forest Highway and National Park design and construction.

I have been called to Washington in mid-February for conferences and, of course, shall do all I can to help the Public Roads employees in Alaska. You will be advised of further developments as they occur. Meanwhile, I have been assured that the State wishes to staff its new highway organization, insofar as possible, with competent persons recruited from the present Public Roads staff.

WIM

January 20, 1959

26-10 Mr. R. L. May, Jr.

26-12 M. K. Nicholson

Proposed bill to establish an Alaska International Highway Commission

Pursuant to your oral request, I have prepared the attached draft bill which would establish an Alaska International Highway Commission for the construction, maintenance and operation of one or more highways to and within the State of Alaska, traversing the Dominion of Canada.

In preparing the attached draft, certain questions have arisen concerning the provisions of the proposed bill:

- (1) Should the Commission members serve without compensation, as required in section 1(e) of the draft bill, or should compensation be provided for in the bill?
- (2) Should the bill authorize employment of personnel by the Commission? As now drafted, section 3 of the bill authorizes the Commission to utilize personnel, etc., of other agencies.
- (3) How are administrative expenses of the Commission to be handled? Should funds be authorized to be appropriated for this purpose or should administrative expenses of the Commission be charged to the administrative funds of the Bureau of Public Roads?

Attachment

MKNicholson/pb
cc: Files (2) ✓
Gen Counsel
Legis
Chron

89-75

H. R. 10000

89-76

H. R. 10001

RECEIVED 30 JAN 1959

Nichols
January 19, 1959

A B I L L

To establish an Alaska International Highway Commission for the construction, maintenance and operation of one or more highways to the State of Alaska, traversing the Dominion of Canada, and for other purposes.

Be it enacted by the Senate and the House of Representatives of the United States of America in Congress assembled, That (a) there is hereby established an Alaska International Highway Commission (hereafter referred to as the "Commission") which shall be composed of seven members, as follows:

- (1) three of the the members of the Commission shall be appointed by the Governor of the State of Alaska, not more than two of whom shall be members of the same political party;
- (2) three of the members of the Commission shall be appointed by the Governor-General of the Dominion of Canada; and
- (3) one of the members of the Commission shall be appointed by the President.

(b) The Commission shall select a Chairman and Vice Chairman from among its members.

(c) A quorum of the Commission shall consist of four members.

(d) Any vacancy in the Commission shall not affect its powers and shall be filled in the same manner in which the original appointment was made.

(e) Members of the Commission shall serve without compensation but shall be reimbursed for travel, subsistence, and other necessary expenses incurred by them in the performance of their duties.

Sec. 2. The Commission is hereby authorized to construct, operate and maintain one or more highways between the Pacific Northwest region of the United States, traversing the Dominion of Canada and terminating at a point or points within the State of Alaska. The Commission may also construct, maintain and operate feeder highway routes connecting coastal ports and cities with such highways.

Sec. 3. The Commission is authorized to utilize the facilities, information, and personnel of the departments, agencies, and establishments of the executive branch of the Government which it deems necessary to carry out its duties under this Act; and each such department, agency and instrumentality is authorized to furnish such facilities, information, and personnel to the Commission upon request made by the chairman or vice chairman. The Commission shall reimburse each such department, agency, and instrumentality for the services of any personnel utilized. The furnishing of information by any such department, agency, or instrumentality shall be subject to such restrictions as the head of the department, agency, or instrumentality deems necessary for the security of the United States.

Sec. 4. The State of Alaska may use Federal-aid highway funds apportioned to it under title 23, United States Code, that it cannot use on the Federal-aid highway system in Alaska because of inability to meet matching requirements, for the purpose of constructing, operating and

maintaining the highway or highways constructed under this Act. The Commission is authorized to receive from the Dominion of Canada an amount equal to that contributed by the State of Alaska for said purpose.

Sec. 5. The location, type and design of any highway to be constructed under this Act shall be subject to the approval of the Secretary of Commerce. The Secretary shall also approve any agreements proposed to be entered into by the Commission for preliminary engineering, right-of-way acquisition, financing, and actual construction in connection with any highway project constructed under the provisions of this Act.

Sec. 6. The State of Alaska shall enter into an agreement with the Dominion of Canada, or a political subdivision thereof for the maintenance of the highway or highways constructed under this Act, the State of Alaska to maintain any portion thereof located within its boundaries, and the Dominion of Canada to maintain any portion thereof located within its boundaries.

BUREAU OF PUBLIC ROADS

Alaska

Office Memorandum • UNITED STATES GOVERNMENT

PERSONAL ATTENTION

TO : Mr. Ellis L. Armstrong, Commissioner
21-00 Washington, D. C.

DATE: January 21, 1959

FROM : E. H. Swick, Regional Engineer
10-00 Juneau, Alaska

SUBJECT:

This is written in reply to your memorandum of January 15, which advised that plans should be made leading to assumption by the State of Alaska on July 1, of its normal State Highway functions. This would entail release of those functions by the Public Roads organization here. The local newspaper carried on January 10 a resume of the sections of the President's budget message relating to Alaska, and a Bureau of the Budget release detailing the Administration's proposal which you outlined. These are attached.

The confusion and uncertainty surrounding assumption of Statehood has been compounded by the serious illness of the Governor, who has been hospitalized almost continually since coming to Juneau to take office. He did take his oath of office on January 3 immediately following the President's action. Presently he is at Seattle, given a "less than 50-50 chance" to live. Under the State's Constitution, the Secretary of State, the only other elected executive, assumed the Governor's position when Mr. Egan left the State and is faced now with guiding the new legislature, which meets January 26, and with the organization of a complete executive department. In a short conversation yesterday the highway problem was presented to him in very brief terms, and his only reaction was that the July 1 deadline simply could not be met, and that he had confidence in the Alaska Congressional delegation to force retention of the status quo for a considerable period. He stated that reorganization of the present highway organization, both functionally and in personnel, was contemplated, but suggested that I work with the present Administrative Assistant to the Commissioner of Highways (a former ARC-BPR employee) on general planning toward meeting the July 1 objective, if I felt that such planning was worthwhile.

A meeting was held on January 20 with the individual named by the Acting Governor, and the problem was explored very generally. We both agreed that the missing factor is a positive basis for transfer of personnel from the Federal to the State service. The State has no jobs to offer, and won't have until the Governor and the legislature can point the way with organization and personnel policies. The fiscal problems will not become serious this year or next unless the present plan to permit use of 1960 Federal-aid monies for maintenance are abandoned, or unless the proposed outright grants to the State do not materialize.

Office Memorandum
Mr. Armstrong

Mr. Armstrong

-2-

January 21, 1959

The extent of our knowledge of the situation, including the proposed July 1 objective, presently is being withheld from general knowledge of our personnel, but it will be necessary shortly to advise them of the plans. It will be most helpful if you are able to advise me promptly of developments so that our employees can hear through our channels rather than from unreliable sources of the decisions which affect them so vitally.

If agreeable to you, I shall postpone my trip to Washington until the week of February 9 or 16, in order that I may observe the legislative climate and perhaps discuss the problem with appropriate committee chairmen after committees are appointed. If, however, I should come earlier to assist in discussions prior to submission of the "omnibus proposal" scheduled according to newspaper reports on about March 1, will you please advise me by wire.

I shall keep your office informed of any significant developments.

Attachments 2
(newspaper clippings)

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr. + Related Recs, 1955-59
Box 1127

Legislation To Give Alaska Full Share In Highway Aid March 1

WASHINGTON —(AP)— An administration omnibus proposal to meet transition problems created by Alaska's admission to statehood — including full participation under the federal highway aid program — probably will go to Congress around March 1.

This was the target date set today by Harold Seidman, budget bureau coordinator, who has represented the administration in discussions with Alaska officials.

Alaska now receives credit for only one-third its land area in the application of the formula used to determine its share of highway aid. Other states receive credit for their entire area.

Under the present law, Seidman said Alaska would receive an estimated \$18,300,000 in the year beginning July 1. With credit for its full land area as planned by the administration, Alaska would be entitled to about \$36,800,000 for the same period.

The administration proposal, however, would strip Alaska of its present unique benefit of being able to use federal aid funds for highway maintenance. It also would increase from 10 per cent to approximately 13 per cent the amount of money Alaska must contribute in matching funds to receive its federal allotment.

Seidman disclosed the full scheduled of transition grants in the five - year program mentioned in President Eisenhower's budget message to Congress today.

From a peak of 10½ million proposed for the year beginning July 1, the grants would drop to 6 million in each of the next two years, and to 2½ million in the succeeding two years.

Seidman said the extra 4½ million proposed for the first year was designed to offset the cost of capital improvements needed to prepare the Anchorage and Fairbanks airports for jet plane operations.

Under the administration proposal, these airports would be transferred to Alaska. So also would be airport revenues which now run in excess of \$1,000,000 yearly as against operating costs of around \$800,000.

The administration spokesman said the transition grants would not be earmarked. Should the young state find itself unable to assume certain activities now conducted by the federal government, money would be allocated by the President to continue that program.

Money not so allocated would be turned over to the new state for whatever use it desired.

Included in the transition program, Seidman said, would be provision for transfer to the state highway equipment now used by the Bureau of Public Roads.

Bills for the sale of the government - owned Alaska Communications System and incorporation of the Alaska Railroad, also mentioned in the President's budget message, will be treated separately from the transition program, Seidman said.

Ike Outlines Sale Of ACS To Private Industry In Future

By FRANK W. VAILLE

WASHINGTON —(AP)— President Eisenhower recommended today that Congress provide a fund of 10½ million dollars in special grants to help Alaska make the transition from a territory to a state.

He proposed legislation whereby the 49th state could choose between receiving all of the grant money or request that a portion be used to continue certain federal functions.

Alaska came in for only \$10,356,825 in earmarked funds in the proposed 1959-60 budget sent Congress, but there was promise of additional appropriations to be asked later. The current budget carried requests totaling 24½ millions.

In a reference to the transitional grants, Eisenhower said:

"The federal government should provide such financial assistance as is necessary to facilitate transfer to the state of such programs as highway construction and maintenance, airport operations, and public health service."

The grants would be continued for four additional years but in declining amounts.

In line with the President's statement, the budget deleted the request of previous years to finance operation and maintenance of public airports at Anchorage and Fairbanks.

The President said plans were being made to transfer the Anchorage and Fairbanks airports to the state in 1960 and to provide Alaska funds equivalent to those which would have been appropriated.

Also dropped was a request for federal financing of grants and special studies by the Public Health Service in Alaska. These programs, which received appropriations of \$2,165,000 last year, are now being consolidated in a fund to be administered by the White House pending full assumption of the responsibilities by the state.

ACS SALE

The President said he soon will submit to Congress proposed legislation to authorize sale of the government-owned Alaska Communications System and to incorporate the Alaska Railroad "to facilitate its operations on a business-like basis."

Speaking of the ACS sales proposal, Eisenhower said:

"With Alaska now a state, a communications system should be developed which will be more responsive to the growing needs of the Alaskan economy and people, as well as to the needs of the government agencies operating in that state. In my judgment, such a system can best be developed by private enterprise.

The President sketched his plans

for Alaska in a separate section of his message, saying he was "highly gratified" to be the first president in 47 years to welcome a new state.

He said Congress would receive recommendations from the administration "concerning certain changes needed in federal law . . . to apply to Alaska the same general laws, rules and policies as are applicable to other states."

He noted that Alaska's admission — because of its size, geographic location, extensive federal land ownership and federal administration of services — creates problems not previously encountered

WASHINGTON —(AP)— Appropriations totaling more than one million dollars to improve national parks and monuments in Alaska were recommended today in President Eisenhower's budget for the year starting July 1.

Nationally, the budget proposed \$80,075,000 for park purposes — an increase of \$319,000 over the current year.

Construction funds suggested for Alaska are Glacier Bay National Monument, utilities \$14,700 and employe housing \$40,000; Mt. McKinley Park, utilities \$417,000.

For roads and trails: Glacier Bay, \$39,000; Mt. McKinley, \$491,200. The latter figure would include reconstruction of the park road.

when new states were admitted.

"Furthermore," he added, "some time will elapse before Alaska can benefit fully from the revenue to be derived from public lands and other resources to be made available to the state of the statehood age."

Eisenhower said he did not believe it was in the long range interest of Alaska or the nation for the federal government to continue special programs in Alaska which, in other states, are the responsibility of state and local governments or of private enterprise.

Expenditures for transitional grants, he said, "will be largely offset by the elimination of existing special federal programs in Alaska." At the same time, he noted Alaska "will, of course, be eligible to participate in regular federal grant-in-aid programs on a comparable basis with other states."

Alaska Railroad

The earmarked items and the transition grants, along with \$535,621 to be requested later for the Alaska International Rail and Highway Commission, make Alaska's 1959-60 budget share \$21,392,446.

Accounting for most of the difference from 1958-59 was the absence of such requests as 6½ million dollars for mental health facilities and 4 millions for the expiring Alaska public works program.

More than half of this year's specific request was contained in the \$5,676,000 sought for operation and maintenance of the Alaska Communications System.

Other specific proposals include: Payment to Alaska from Pribilof Island seal fishery receipts, \$379,550; payment to Alaska from fishing and hunting licenses, \$100,000; Bureau of Sports Fisheries and Wildlife, for administration of Alaska's game laws, \$535,625; Bureau of Commercial Fisheries, administration of Alaska fisheries, \$1,630,800; Bureau of Reclamation, Alaska investigations, \$253,000; Eklutna project, operation and maintenance, \$268,000; national Parks Service construction, \$1,001,900.

BUREAU OF PUBLIC ROADS

Alaska case

Office Memorandum • UNITED STATES GOVERNMENT

ADMINISTRATIVELY RESTRICTED

TO : Mr. C. W. Enfield, General Counsel
26-00 Washington, D. C.

FROM : *H. E. Cunningham*
26-40 H. E. Cunningham, Western Counsel
San Francisco, California

DATE: January 20, 1959

SUBJECT: Alaska Matters; Western Project Engineer Meetings

Alaska. Attached is a handy desk reference copy of the Alaska constitution. It is already undergoing important application in the serious illness of Governor William A. Egan, who, four hours after taking the oath of office on January 3, was taken to the Juneau hospital and underwent surgery for gall bladder. Subsequently an acute pancreatic attack paralyzed his bowels, and yesterday he was bundled off on the afternoon plane for Seattle. It is reported this morning that he underwent further surgery and is given less than a fifty-fifty chance.

Inauguration of the forty-four-year old Governor first set for January 10th, was advanced to January 17th, and subsequently to February 7th. It may now be off entirely. Secretary of State Hugh J. Wade (about fifty-eight years in age) has become Acting Governor by operation of the constitution. The Legislature is to convene on January 26th.

Parts of the President's budget message pertinent to Alaska have been quoted in the local papers. Mr. Swick had some advance information from Washington, particularly concerning transfer of Federal-aid functions to the State. From under cover it has been indicated that Metcalf will be out. This will remove the top level blockage that has stalled effective reorganizing of the State Highway Department within the framework prescribed by the 1957 Legislature. As of now, most things (Alaska Statehood) appear at a standstill, particularly due to the Governor's illness and the Legislature yet to convene.

Western project engineer meetings. In answer to your inquiry several months ago to be advised when the Western project (division and area) engineer meetings were scheduled, particularly in reference to possible attendance by George McInerny, have obtained the following information:

Region 7	March 17 and 18 (project engineers) March 19 and 20 (division and area)
Region 8	March 25 - 27 (project, area and division engineers)
Region 9	March 25 - 26 (project engineers)
Region 10	No general meeting. Division engineers probably latter part of February in Juneau; two group meetings of project engineers early

Office Memorandum • UNITED STATES GOVERNMENT

Mr. C. W. Enfield

2

January 20, 1959

Region 10
(Contd) in April - one in Anchorage, and one in Fairbanks.

Understand labor matters are to be taken up at Region 9 meeting on the morning of the 25th. Schedules for other regions not advanced that far. Hope George can make it. I plan to be at the Regions 7, 8 and 9 meetings.

Return of your charts. Sorry about the oversight in returning your charts on control of outdoor advertising. My apologies especially to Arleta - my fault.

Attachment

Alaska Bx 5-1
(Peace River Bx)

22-30

January 19, 1959

Lt. Col. D. M. C. Saunders
Commanding Officer
Northwest Highway Maintenance Establishment
Department of National Defence, Army
Whitehorse, Yukon Territory
Canada

Dear Colonel Saunders:

SUBJECT: Alaska Highway

I regret to inform you that the publication HIGHWAY PRACTICE IN THE UNITED STATES OF AMERICA (1949) is out of print and no new issue is intended. We use in its place A POLICY ON GEOMETRIC DESIGN OF RURAL HIGHWAYS, a copy of which is enclosed. We have delayed answering your letter until we could obtain this copy for you.

There is no later edition of STANDARD PLANS FOR HIGHWAY BRIDGE SUPERSTRUCTURES, revised 1956; however, we do plan a new edition to come out next year and when available, a copy will be sent you.

The information you sent pertaining to the Peace River Bridge is appreciated. It will be good to have this gap in the Alaska Highway completed. A copy of the plans and specifications for the new Peace River Bridge would be most helpful to me and I would appreciate receiving them if they could be conveniently obtained.

With kindest personal regards,

Very truly yours,

E. L. Erickson
Chief, Bridge Division
Office of Engineering

M.D.
cc: MDeuterman/vls
Files (2)
Bridge Division
Mr. G. M. Williams

By _____
S. B. Larsen, Bridge Engineer

Enclosures

cc:

11/94

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr. + Related Recs, 1955-59
Box 1127



CANADA

Don't know

Mr.

IN REPLY PLEASE QUOTE

NO. DO

Department of National Defence Army

20 November 19 58

Northwest Highway Maintenance Establishment,
WHITEHORSE, Y. T.

Mr. E. L. Erickson,
U. S. Bureau of Public Roads,
Department of Agriculture,
WASHINGTON 25, D.C.

Dear Sir:

The purpose of my inquiry concerns two publications by the Bureau of Public Roads, namely

- a. Highway Practice in the United States of America (1949) *out of print not at G.P.O.*
- b. Standard Plans for Highway Bridge Superstructure (1956). *no revision*

I note that the former bulletin is now out of print but was interested to know if a new issue is intended or in production to take its place, as I am most interested in obtaining a copy. We have one copy in the Unit of the 1949 publication.

Similarly, we have a copy of the Standard Plans for Bridge Superstructures (1956), but I was wondering if a new revision was available or planned, particularly because of the fairly recent advances made in the design of prestressed and timber glue-laminated spans.

You will no doubt be interested to know of the progress made in replacing the Peace River Bridge. The new design calls for a deck cantilever truss bridge of which I enclose an outline elevation. The old bridge has been dismantled with the exception of the towers which are to come down this winter when use can be made of the ice. Contracts have been awarded for both the substructure and superstructure of the new bridge and the former is well under way and due for spring completion. It is hoped that the new bridge will be completed by the end of 1959. We will then be able to get rid of our 9 mile detour over the Pacific Great Eastern Rail Bridge which will be a relief although it has so far worked out very well.

The highway is now paved to the south bank of the Peace and partly completed on the north side to Mile 52. Things are looking up.

I shall appreciate hearing from you and hope that some day I will be privileged to again meet you personally. Jim Quong joins me in sending you our regards.

Sincerely,

[Signature]
(DMC Saunders)

Lt Col
Commanding Officer

Encl.

C.A.F.A. 239
500M-5-54 (M-7634-37)
HQ. 4554-A-239

RG 30, Bur. of Public Roads
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Box 1127

*Alaska
Fathay-16*

Office Memorandum • BUREAU OF PUBLIC ROADS
UNITED STATES GOVERNMENT

TO : Mr. C. E. Fincher, Jr., Chief, Finance Division DATE: January 15, 1959
24-20 Washington, D. C.

FROM : E. H. Swick, Regional Engineer *ESW*
10-00.12 Juneau, Alaska

SUBJECT: Documents Requested your Telegram January 14, 1959

Attached please find a fast copy of Certificate of Deposit No. 49 reflecting a deposit in the amount of \$35,847.12 to Appropriation 613. The remittance to us in the above amount by the then Territory of Alaska consisted of the following payments by the Spenard PUD and the City of Anchorage to apply on their portion of the costs of listed projects:

DS-DUS-0547(3) Spenard Public Utility District	\$1,900.00
DS-DUS-0536(2) " " " "	3,533.12
DS-DUS-0536(2) City of Anchorage	10,772.00
DS-DUS-0546(2) " " "	11,630.00
DS-DUS-0547(3) " " "	<u>8,012.00</u>
	\$35,847.12

Also attached are fast copies of pertinent correspondence and agreements in connection with the survey and right-of-way service to be performed by the affected Public Utility Districts and the City of Anchorage on certain projects, and reimbursement for those services by the Bureau. The method, although not the final figures, of settlement between the Bureau, the Territory and the City and PUD's is indicated by the above documents. Copies of most of these documents have previously been sent to Washington, D.C., but probably did not find their way to the Finance Division.

We regret that so many of the attachments are so barely legible. They were prepared from other Verifax copies or carbon copies which could not be properly reproduced. If these documents are not the ones desired by your office, or if additional information is needed, please advise your exact needs.

Attachments

CD 49

Cys of ltrs re DS-DUS-0536(2)

Cys of agreements re DS-DUS-0546(2)

DS-DUS-0547(3)

TRIPPLICATE Treasury Department Circular No. 945 -
 Rev. Suppl. 1 (Third Amendment) Promulgated Sept. 11, 1957
 by Treasury Department, Fiscal Service.

CERTIFICATE OF DEPOSIT
Standard Form 213

12-8-58

49

(Date sent)

(Deposit No.)

Identification of Accountable Officer Affected

(1) Office Deposit Symbol:

9043

(2) For Consolidated Abstract of Treasury Regional

Office at (city and state):
Juneau, Alaska

Deposited with

First National Bank, Juneau, Alaska

(Name and location of depository)

(3) The Sum of

\$ **35,847.22**

(4) Classification of Deposit

Account Symbol	Amount	Account Symbol	Amount
1580067	\$ 35,847.22		\$

(6) Department or Agency and address whose accounts are credited, if OTHER THAN depository agency.

(5)

**Bureau of Public Roads
Mar 1961
Juneau, Alaska**

Depositor's title, Department or Agency and address. If deposit is made for another accounting entity, identify in (6).

(7) SPACE BELOW TO BE USED BY DEPOSITARY ONLY. I certify that the above amount has been received for credit in the account of the Treasurer of the United States on the date shown, subject to adjustment for uncollectible items included therein.

L. Riddle, Cashier

(Authorized signature)

December 8, 1958

(Date of credit in Treasurer's account)

Depository will date, sign and forward to depositor for his retained copy.

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr. + Related Recs, 1955-59
Box 1127

10-20

October 23, 1958

Mr. Frank A. Metcalf, Commissioner
Alaska Highway and Public Works Dept.
Box 1361
Juneau, Alaska

Dear Mr. Metcalf:

The Northern Lights Boulevard project at Anchorage, DE-DE-0316(2) is being programmed today as Item 9 in the Urban (DU) program and Item 15 in the secondary (DS program). The construction cost is estimated at \$264,000 and Right-of-Way cost at \$2,000, with the latter expenses being borne as project costs by the City of Anchorage and the Spenard FUD, each of which is liable for 10% of the total project costs within its limits. LM

The section of the project within the City of Anchorage is estimated to cost \$109,000, with the city contribution estimated at \$10,900. Based on Right-of-Way expenditures or commitments by the city totaling \$1,000, the remainder of the city contribution totals \$9,900.

The section of the project within the Spenard FUD is estimated to cost \$157,000 with the FUD contribution estimated at \$15,700. Based on Right-of-Way expenditures or commitments by the FUD totaling \$1,000, the remainder of the FUD contribution totals \$14,700.

Both of the contributions are subject to adjustment either as increases or decreases after all project costs, including those for Right-of-Way, are finally determined. The remainders of the contributions as outlined above (\$9,900 for Anchorage and \$14,700 for the Spenard FUD) must reach Public Roads through the Alaska Highway and Public Works Department prior to our award of contract and preferably prior to bid opening now scheduled for November 21. Your assistance in meeting this deadline is solicited.

Very truly yours,

K. H. Swick
Regional Engineer

Enclosure:
(PR-1 in Triplicate)

cc: Melin
Zimmerman
EHSwick:rs

RG 30, Bur. of Public Roads
E. 6 D, Gen. Corr. + Related Recs, 1955-59
Box 1127

TERRITORY OF ALASKA

ALASKA HIGHWAY & PUBLIC WORKS DEPARTMENT

BOX 1361

JUNEAU, ALASKA

FRANK A. METCALF
COMMISSIONERDIVISION OF HIGHWAYS
FIELD OFFICE
1228 E 7TH AVENUE
ANCHORAGE, ALASKA

October 24, 1958

Mr. George Shannon
City Manager
City of Anchorage
Anchorage, Alaska

Dear Mr. Shannon:

The design for Project DE-205-0536(2), Northern Lights Boulevard, has been completed and the project will be advertised next week by the Bureau of Public Roads. The total estimated cost is \$266,000, of which \$109,000 is within the Anchorage City Limits.

In accordance with the policy adopted by the Board of this Department the City will be required to contribute 10% or the sum of \$10,900. Public Roads estimates that acquisition of right of way by the City of Anchorage will cost approximately \$1,000. This leaves a net of \$9,900 contribution due from the City which must be remitted to us before award of contract can be made. As soon as we have deposited your payment with the Treasurer, we will transfer the same amount to the Bureau of Public Roads.

Since both the construction cost of the project and the cost of the right of way to the City of Anchorage are estimated sums, adjustments in the amount paid us by the City will be made on the basis of actual cost. This may result in a refund to you or a request for additional money as the case may be.

The bid opening date for the project is being set for November 21, 1958. It would be appreciated if your contribution could be in our hands by or before November 17. This will enable us to transfer the funds to the Bureau of Public Roads prior to the time of bid opening and thus avoid delay in award of the contract. Since this project is funded from the 1958 special highway Act, any delay could jeopardize the work.

Sincerely yours,

FRANK A. METCALF
Commissioner

By

Dan Rexter
Administrative Assistantcc: Mr. Ewick, SPE, Juneau
Mr. John LaFerra, CordovaRG 30, Bur. of Public Roads
E. 6 D, Gen Corr. + Related Recs, 1955-59
Box 1127

DIVISION OF HIGHWAYS
FIELD OFFICE
1228 E. 7TH AVENUE
ANCHORAGE, ALASKA

TERRITORY OF ALASKA
ALASKA HIGHWAY & PUBLIC WORKS DEPARTMENT
BOX 1361
JUNEAU, ALASKA

FRANK A. METCALF
COMMISSIONER

October 24, 1958

J	A	TO	INT
		R.F.	

Mr. John Dunton, Manager
Sparrard Public Utility District No. 1
Box 1195
Sparrard, Alaska

Dear Mr. Dunton:

The design for Project HZ-235-0336(2), Northern Lights Boulevard, has been completed and the project will be advertised next week by the Bureau of Public Roads. The total estimated cost is \$264,000, of which \$157,000 is within the Sparrard Public Utility District limits.

In accordance with the policy adopted by the Board of this Department the P.U.D. will be required to contribute 10% or the sum of \$15,700. Public Roads estimates that acquisition of right of way by the Sparrard P.U.D. will cost approximately \$1,000. This leaves a net of \$14,700 contribution due from the P.U.D. which must be submitted to us before award of contract can be made. As soon as we have deposited your payment with the Treasurer, we will transfer the same amount to the Bureau of Public Roads.

Since both the construction cost of the project and the cost of the right of way to the P.U.D. are estimated sums, adjustments in the amount paid us by the P.U.D. will be made on the basis of actual cost. This may result in a refund to you or a request for additional money as the case may be.

The bid opening date for the project is being set for November 21, 1958. It would be appreciated if your contribution could be in our hands by or before November 17. This will enable us to transfer the funds to the Bureau of Public Roads prior to the time of bid opening and thus avoid delay in award of the contract. Since this project is funded from the 1956 special highway act, any delay could jeopardize the work.

Sincerely yours,

FRANK A. METCALF
Commissioner

By
Don Baxter
Administrative Assistant

cc: Mr. Sulak, BPR, Juneau
Mr. John LaFevre, Cordova

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr + Related Recs, 1955-59
Box 1127

EPR

MEMORANDUM OF AGREEMENT RELATING TO THE ACQUISITION
OF RIGHT-OF-WAY OF A SECTION BEGINNING AT NORTHERN LIGHTS BOULEVARD
AND EXTENDING EASTWARD TO THE LAKE OTIS ROAD
CITY OF ANCHORAGE, A SECTION OF FEDERAL-AID
SECONDARY ROUTE NO. 530
IDENTIFIED AS PROJECT NO. S-US-0536(J)

This Memorandum of Agreement made this August 27, 1958, between the City of Anchorage, Alaska, hereinafter referred to as the City, and the United States Bureau of Public Roads, hereinafter referred to as the Bureau, covers the survey work relating to property ownership, preparation of plats and legal descriptions of land to be acquired, and the appraisal, title examination and acquisition of right-of-way for the proposed Federal-Aid Secondary Highway Project, beginning at Northern Lights Boulevard from FAP 31, extending in an easterly direction toward and connecting with E. Fireweed Lane, thence along E. Fireweed Lane to intersection at FAS Route 547, a distance of approximately one mile.

The City agrees to perform with its own forces all survey work relating to property ownership on each side of the existing road, the preparation of plats of such ownership and legal description of the land to be acquired.

The City will determine what improvements lie within the limits of the right-of-way and prepare an accurate description of such improvements. Upon determination of the land to be acquired and the improvements to be acquired or relocated the City will have the values thereof, if any, determined by a qualified appraiser. The appraisals will be recorded on forms which will be provided by the Bureau of Public Roads using the appraisal approaches best suited to the situation. Where improvements are involved, salvage values will be included in the appraisal analysis. Upon completion of the plats, descriptions and appraisals this material will be presented to the Division Engineer, Bureau of Public Roads, Juneau, Alaska, for review. Upon the completion of the review and approval of the Regional Engineer, Bureau of Public Roads, the City will be instructed to proceed to acquire the land and improvements, or to remove or relocate the improvements, as approved. Such acquisition will include condemnation where agreement cannot be reached with owners as to the value of the taking.

The City will make or have made title searches leading to satisfactory title certificates. The City in making title examination agrees to certify through its City Attorney good title of record in the person or persons from whom right-of-way is acquired and for which reimbursement from the Bureau is requested.

2 - Wad

Location of utilities within the limits of the right-of-way will be accurately determined by the City. The records will be searched by the City and determination made as to the liability of the utility firms for the removal and relocation of the utilities which will interfere with construction at their own expense. In the event that utilities legally occupy the right-of-way the City must be prepared to make certification that there is no legal responsibility on the part of utilities companies to move their lines or other installations at their own expense.

The Bureau agrees to reimburse the City for any normal expenditure incident to the acquisition of rights-of-way, either by negotiation or condemnation, such as those made for surveys, plats, appraisals, abstracts of title, title certificates, title insurance, court costs and disbursements, witness fees, recording fees, advertising, salaries, fees, and travel expenses of field representatives of the City while actually engaged in right-of-way acquisition work, and attorneys engaged in the preparation or trial of condemnation cases, if properly supported and shown as incidental expenses on the certificate submitted with the voucher for payment and performed in pursuance of this agreement. The administrative and headquarters expenses of the City's right-of-way office are not eligible for reimbursement. Where the whole of a property is acquired and only a portion thereof is needed for the right-of-way, reimbursement by the Bureau is limited to the cost of the lands actually used for the right-of-way, plus the severance damages to the remainder adequately supported by appropriate appraisals. The cost of adjustment or reestablishment of improvements other than utilities, already provided for herein, is reimbursable provided such adjustment or reestablishment results in an appropriate reduction in the amount which it would have been necessary to have paid the property owner if such adjustment or reestablishment had not been carried out; the justification for such action is properly documented by the City and approved in advance by the Bureau.

When right-of-way is acquired by negotiation, the complete agreement between the City and the property owner shall be embodied in written instruments appropriately executed and be available for Bureau inspection at any time. All vouchers submitted to the Bureau for reimbursement of expenditures made for right-of-way, are subject to Bureau audit before payment. Any progress voucher containing the City's claim for reimbursement of the expenditures made for right-of-way shall be supported by the following:

- (1) A copy of a right-of-way map indicating the relation of the parcels acquired to the right-of-way limits of the project or reference to a right-of-way map previously submitted.

(2) Certificate of acquisition and cost of right-of-way signed by the Chief Engineer of the City, or his duly authorized representative, certifying that all of the applicable right-of-way procedures of the City have been followed in establishing the appraisals, and showing for each parcel acquired and included in the voucher:

- (a) Parcel identification number.
- (b) From whom acquired.
- (c) Area in square feet or acres.
- (d) Character of title acquired.
- (e) Date when acquisition of title was consummated.
- (f) Total consideration, reporting separately the amounts paid for real property taken, including damages; for interest. The City at its option, may break down the amount paid for real property taken into the costs of lands and improvements thereon, and the amounts assigned to damages.

and on a project basis:

- (a) All net credits to the project, such as sale of improvements, and salvage.
- (b) Incidental expenses.

The final voucher containing the City's claim for reimbursement of the cost of rights-of-way shall be supported by the following, unless such data have previously been submitted in connection with a progress voucher and there has been no change in the interim:

(1) A copy of a right-of-way map corrected to show accurately the parcel identification numbers, area acquired, property lines of the area required, and any other pertinent data affecting the cost of the right-of-way such as structures, improvements, and fences.

(2) A final certificate of acquisition and cost.

(3) A final tabulation of all appraisals.

The City will certify that the entire right-of-way is free of all obstructions before construction may be undertaken. No services such as the dispensing of gasoline will be permitted within the right-of-way limits of the project.

The City agrees to begin the work of right-of-way studies and appraisal on August 27, 1958, and to have all acquisition or clearance of obstacles from the right-of-way completed, ready for advertising, by October 10, 1958.

The tracings, plans, descriptions, maps and appraisal forms prepared under this agreement shall be delivered to and become the property of the Bureau, but reproducible copies may be made and retained by the City for their files. Basic survey notes and other data obtained or prepared under the agreement shall be available to the Bureau upon request without restriction or limitation.

Any changes or modifications of this agreement requested by either party shall be subject to negotiations and supplemental agreements.

It is anticipated that this project will advance to construction in the reasonably near future. In the event that construction for any reason is not undertaken within five (5) years after the date of this agreement, the Bureau shall be refunded the amounts paid to the City under this agreement. If for reasons beyond the control of the Bureau the plans, tracings, descriptions, maps and assessment forms called for under this agreement are not completed by the date called for, or within such extensions of time as may be agreed upon between the parties, the Bureau likewise shall be refunded the amounts paid the City. In that event, the plans will become the property of the City.

The City will save harmless the United States of America, the Bureau, its employees or agents for all claims and liabilities, resulting from the activities of the City, its agents or employees.

CITY OF ANCHORAGE, ALASKA

By *George A. Hanna*
Title *City Manager*

BUREAU OF PUBLIC ROADS

By *E. H. Swick*
E. H. Swick, Regional Engineer

MEMORANDUM OF AGREEMENT RELATING TO PREPARATION OF
PLANS AND SPECIFICATIONS OF NORTHERN LIGHTS
BOULEVARD BEGINNING AT SPENARD ROAD AND EXTENDING
EASTWARD TO OTIS LAKE ROAD,
A SECTION OF FEDERAL-AID SECONDARY ROUTE NO. 536
IDENTIFIED AS PROJECT NO. S-US-0538(2)

This Memorandum of Agreement made as of the 24th day of June, 1958, between the Spenard Public Utility District of Alaska, hereinafter referred to as the PUD, and the United States Bureau of Public Roads, hereinafter referred to as the Bureau, covers the survey, design, preparation of Plans, Specifications, and Estimates of the proposed Federal-Aid Secondary Highway Project on Northern Lights Boulevard beginning at Spenard Road and extending eastward to Otis Lake Road, a distance of approximately 2.2 miles.

The PUD agrees to make available free of charge for the design of the project all survey data, maps, and drawings which have previously been obtained by the PUD and are pertinent to the project. The PUD further agrees to perform with forces in its employ what additional survey work which may be necessary for the design of the project and to design the project to standards approved by the Bureau including preparation of plans, specifications, and estimates based on Bureau procedures and the FP-57 Specifications.

The Bureau of Public Roads will perform all materials investigations and tests and make this information available to the PUD for design purposes.

The Bureau agrees to reimburse the PUD at actual costs of the expenses the PUD will incur on or after June 24, 1958, in accomplishing this above work exclusive of items of overhead as rentals, telephone, and similar items incidental to the PUD's normal operations. Payments will be made monthly based on properly documented invoices from the PUD. Based on a preliminary estimate of cost of \$230,000 for the construction project, the sum of \$11,000 has been programmed for this work, but if the cost exceeds such amount, additional funds may be made available subject to supplemental agreements.

The Bureau further agrees to furnish standard drawings and designs of minor structures and of standard signs to be used as part of the plans and also the various forms required to make up a construction proposal and assembly.

It is mutually agreed upon and understood that either party may request conferences and consultations during the period the work is underway and that inspections of the work including visits to the site of the plan preparation may be made by representatives of either party at any time.

The PUD agrees to begin the work about June 24th and to have the plans and specifications ready for advertising September 1, 1958. A total of 50 sets of project documents are to be furnished.

It is understood that the PUD has in its employ an engineering force, under the general supervision of a consultant engineer. In addition to the costs for the engineering force, it is agreed that compensation for the consultant at the rate of \$60.00 per day when actually employed on the project will be reimbursed under the terms of paragraph three above.

The tracings, plans, specifications and maps prepared under this agreement shall be delivered to and become the property of the Bureau, but reproducible copies may be made and retained by the PUD for their file. Basic survey notes and other data obtained or prepared under the agreement shall be available to the Bureau upon request without restriction or limitation.

Any changes or modifications of this agreement requested by either party shall be subject to negotiations and supplemental agreements.

It is anticipated that this project will advance to construction in the reasonably near future. In the event that construction for any reason is not undertaken within five (5) years after the date of this agreement, the Bureau shall be refunded the amounts paid to the PUD under this agreement. If for reasons beyond the control of the Bureau the plans, specifications, and estimates called for in this agreement are not completed by the date called for, or within such extensions of time as may be agreed upon between the parties, the Bureau likewise shall be refunded the amounts paid the PUD. In that event the plans will become the property of the PUD.

The PUD will hold harmless the United States of America, the Bureau and its employees for all claims and liabilities due to activities of the City, its agents and employees.

Frank G. Erickson

PUD

SPENARD PUBLIC UTILITY DISTRICT

By *John W. Rayburn*

Title President of the Board

BUREAU OF PUBLIC ROADS

By *E. H. Swick*
E. H. Swick, Regional Engineer

10-00

October 23, 1958

Mr. Frank A. Metcalf, Commissioner
Alaska Highway and Public Works Department
P. O. Box 1361
Juneau, Alaska

Dear Mr. Metcalf:

Project HS-DHS-0546 (2), the Fifth Avenue Improvement in Anchorage, is being programmed today as Item 15 in the HS program and Item 2 in the DU program. The total estimated cost is \$640,000, including costs of Right-of-Way acquisition by the two affected municipal governments. This cost breaks down to \$475,000 in Anchorage and \$165,000 in the Fairview FUD. Each local government is to contribute 10% of the cost of the improvement within its limits. W

Preliminary information secured by our Anchorage Division indicates that the City of Anchorage has acquired or is acquiring with its funds, Right-of-Way which with acquisition costs, will total about \$27,000. This amount is creditable against the \$48,000 due from the City of Anchorage, to leave a net of \$21,000 due from the city. EHS

Similar information indicates that the Fairview FUD has acquired or is acquiring Right-of-Way in the amount of \$60,000. Credit of this amount against the \$17,000 local contribution leaves a net credit to the FUD of about \$43,000, which will be payable after audit of the acquisition documents.

The analyses summarized above are approximate and subject to adjustment after the construction and the Right-of-Way actions are completed. At the present time it is necessary that the City of Anchorage make available through the Alaska Highway and Public Works Department, the amount of \$21,000, which must be received by us prior to the award of contract, or prior to about November 21.

Very truly yours,

E. H. Swick
Regional Engineer

Enclosure
(PR-1 in Triplicate)

cc: Melin
Zimmerman

EHSwick:rs

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr. + Related Recs, 1955-59
Box 1127

DIVISION OF HIGHWAYS
FIELD OFFICE
1228 E. 7TH AVENUE
ANCHORAGE, ALASKA

TERRITORY OF ALASKA
ALASKA HIGHWAY & PUBLIC WORKS DEPARTMENT
BOX 1361
JUNEAU, ALASKA

FRANK A. METCALF
COMMISSIONER

October 24, 1958

1	A	TO	INT
		R.F.	
		S.R.F.	

Just

Mr. George Shannon
City Manager
City of Anchorage
Anchorage, Alaska

Dear Mr. Shannon:

The design for Project 86-883-0166(2), the Fifth Avenue Improvement in Anchorage has been completed and the project will be advertised next week by the Bureau of Public Roads. The total estimated cost is \$640,000, of which \$475,000 is within the Anchorage City Limits.

In accordance with the policy adopted by the Board of this Department the City will be required to contribute 10% of the sum of \$47,500. Public Roads estimates that acquisition of right of way by the City of Anchorage will cost approximately \$17,000. This leaves a net of \$30,500 contribution due from the City which must be remitted to us before award of contract can be made. As soon as we have deposited your payment with the Treasurer, we will transfer the same amount to the Bureau of Public Roads.

Since both the construction cost of the project and the cost of the right of way to the City of Anchorage are estimated sums, adjustments in the amount paid us by the City will be made on the basis of actual cost. This may result in a refund to you or a request for additional money as the case may be.

The bid opening date for the project is being set for November 21, 1958. It would be appreciated if your contribution could be in our hands by or before November 17. This will enable us to transfer the funds to the Bureau of Public Roads prior to the time of bid opening and thus avoid delay in award of the contract. Since this project is funded from the 1958 special highway Act, any delay could jeopardize the project.

Sincerely yours,

FRANK A. METCALF
Commissioner

By
Dan Barter
Administrative Assistant

cc: Mr. Swick, BPR, Juneau
Mr. John LaFevre, Cordova

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr. + Related Recs, 1955-59
Box 1127

DIVISION OF HIGHWAYS
FIELD OFFICE
1228 E. 7TH AVENUE
ANCHORAGE, ALASKA

TERRITORY OF ALASKA
ALASKA HIGHWAY & PUBLIC WORKS DEPARTMENT
BOX 1361
JUNEAU, ALASKA

FRANK A. METCALF
COMMISSIONER

October 24, 1958

Mr. Arthur W. Mackay, President
Fairview Public Utility District
Box 3475
Fairview, Alaska

Dear Mr. Mackay:

The design for Project ~~HC-111-034(2)~~, the Fifth Avenue Improvement in Anchorage has been completed and the project will be advertised next week by the Bureau of Public Roads. The total estimated cost is \$640,000, of which \$165,000 is within the Fairview F.U.D. limits.

In accordance with the policy adopted by the Board of this Department the F.U.D. will be required to contribute 10% or the sum of \$16,500. Public Roads estimates that acquisition of right of way by the F.U.D. will cost approximately \$60,000. This will leave a net amount due the F.U.D. of approximately \$41,500. This sum will be reimbursed to you by the Territory after the Bureau of Public Roads has had an opportunity to make an audit of your right of way acquisition documents.

Since the above is all based on estimated costs, further adjustment may be necessary when the contract is completed and actual costs are known.

Sincerely yours,

FRANK A. METCALF
Commissioner

By
Sam Hunter
Administrative Assistant

Mr. Quirk, EPL, Juneau
Mr. John Lefevre, Cordova
100
11238

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr. + Related Recs, 1955-59
Box 1127

MEMORANDUM OF AGREEMENT RELATIVE TO THE ACQUISITION
OF RIGHT-OF-WAY OF A SECTION OF OLIVER BLINDWAY
LOCATED BETWEEN GARNETT STREET AND HENRIETTA STREET
CITY OF ANCHORAGE, A SECTION OF FEDERAL-AID
PROPERTY ROUTE NO. 544
IDENTIFIED AS PROJECT NO. A-55-0544(1)

This Memorandum of Agreement made this August 27, 1958, between the Fairview Public Utility District, hereinafter referred to as the PUD, and United States Bureau of Public Roads, hereinafter referred to as the Bureau, covers the survey work relating to property ownership, preparation of plats and legal descriptions of land to be acquired, and the appraisal, title examination and acquisition of right-of-way for the proposed Federal-Aid Secondary Highway Project on Fifth Avenue beginning from Fifth Street N. Campbell Street intersection at Anchorage City limits through the Fairview Public Utility District to Hedra Street intersection of Anchorage City limits, a distance of approximately 2200 feet.

The PUD agrees to perform with its own forces all survey work relating to property ownership on each side of the existing road, the preparation of plats of each ownership and legal description of the land to be acquired.

The PUD will determine what improvements lie within the limits of the right-of-way and prepare an accurate description of such improvements. Upon determination of the land to be acquired and the improvements to be acquired or relocated the PUD will have the values thereof, if any, determined by a qualified appraiser. The appraisals will be recorded on forms which will be provided by the Bureau of Public Roads using the appraisal approaches book suited to the situation where improvements are involved. Salvage values will be included in the appraisal analysis. Upon completion of the plats, descriptions and appraisals this material will be presented to the Division Engineer, Bureau of Public Roads, Juneau, Alaska for review. Upon the completion of the review and approval of the Regional Engineer, Bureau of Public Roads the PUD will be instructed to proceed to acquire the land and improvements, or to remove or relocate the improvements, as approved. Such acquisition will include condemnation through the Attorney General's office of the Territory of Alaska where agreement cannot be reached with owners as to the value of taking.

The PUD will make or have made title searches leading to satisfactory title certificates. The PUD in making title examination agrees to certify through its Attorney General title of record in the person or persons from whom right-of-way is acquired and for which reimbursement from the Bureau is requested.

Location of utilities within the limits of the right-of-way will

to accurately determined by the FPD. The records will be searched by the FPD and determination made as to the liability of the utility firms for the removal and relocation of the utilities which will interfere with construction at their own expense. In the event that utilities legally occupy the right-of-way the FPD must be prepared to make certification that there is no legal responsibility on the part of utility companies to move their lines or other installations at their own expense.

The Bureau agrees to reimburse the FPD for any net actual expenditures incident to the acquisition of right-of-way, either by negotiation or condemnation, such as those made for surveys, title appraisals, abstracts of title, title certificates, title insurance, court costs, and disbursements, witness fees, recording fees, advertising, salaries, fees and travel expenses of field representatives of the FPD while actually engaged in right-of-way acquisition work, and attorneys engaged in the preparation or trial of condemnation cases if properly supported and shown as incident expenses on the certificate submitted with the voucher for payment and performed in pursuance of this agreement. The Administrative and headquarters expenses of the FPD's right-of-way office are not eligible for reimbursement, where the whole of a property is acquired and only a portion thereof is needed for the right-of-way reimbursement by the Bureau is limited to the cost of the lands actually used for the right-of-way, plus the severance damages to the remainder adequately supported by appropriate appraisals. The cost of adjustment or reestablishment of improvements other than adjustment or reestablishment results in an appropriate reduction in the amount which it would have been necessary to have paid the property owner if such adjustment or reestablishment had not been carried out. The justification for such action is properly documented by the FPD and approved in advance by the Bureau.

When right-of-way is acquired by negotiation the complete agreement between the FPD and the property owner shall be embodied in written instruments appropriately annotated and be available for Bureau inspection at any time. All vouchers submitted to the Bureau for reimbursement of expenditures made for right-of-way are subject to Bureau audit before payment. Any progress voucher containing the FPD's claim for reimbursement of the expenditures made for right-of-way shall be supported by the following:

(1) A copy of a right-of-way map indicating the relation of the parcel acquired to the right-of-way limits of the project or reference to a right-of-way map previously submitted.

(2) Certificate of acquisition and cost of right-of-way signed by the Chief Engineer of the FPD, or his duly authorized representative, certifying that all of the applicable right-of-way procedures of the FPD have been followed in establishing the appraisals and showing for each parcel acquired and included in the voucher.

- (a) Parcel identification number
- (b) From whom acquired
- (c) Area in square feet or acres
- (d) Character of title acquired
- (e) Date when acquisition of title was consummated
- (f) Total consideration reporting separately the amounts paid for real property taken including damages for interest. The PWD at its option may break down the amount paid for real property taken into the costs of lands and improvements thereon and the amounts due to damages.

and on a project basis

- (a) All net credits to the project such as sale of improvements and salvage.
- (b) Incidental expenses.

The final voucher containing the PWD's claim for reimbursement of the cost of right-of-way shall be supported by the following, unless such data have previously been substantiated in connection with a progress voucher and there has been no change in the returns:

- (1) A copy of a right-of-way map corrected to show accurately the parcel identification numbers, area acquired, property lines of the area required and any other pertinent data affecting the cost of the right-of-way such as structures, improvements and fences.
- (2) A final certificate of acquisition and cost.
- (3) A final tabulation of all appraisals.

The PWD will certify that the entire right-of-way is free of all obstructions before construction work is undertaken. No activities such as the dispensing of gasoline will be permitted within the right-of-way limits of the project.

The PUD agree to begin the work of right-of-way studies and appraisal on August 27, 1958, and to have all acquisition or clearance of obstacles from the right-of-way completed, ready for advertising, by December 16, 1958.

The tracings, plans, descriptions, maps and appraisal forms prepared under this agreement shall be delivered to and become the property of the Bureau, but reproducible copies may be made and retained by the PUD for their files. Basic survey notes and other data obtained or prepared under this agreement shall be available to the Bureau upon request without restriction or limitation.

Any changes or modifications of this agreement requested by either party shall be subject to negotiations and supplemental agreements.

It is anticipated that this project will advance to construction in the reasonably near future. In the event that construction for any reason is not undertaken within five (5) years after the date of this agreement the Bureau shall be refunded the amounts paid to the PUD under this agreement. If for reasons beyond the control of the Bureau the plans, tracings, descriptions, maps and assessment forms called for under this agreement are not completed by the date called for, or within such extensions of time as may be agreed upon between the parties the Bureau likewise shall be refunded the amounts paid the PUD. In that event the plans will become the property of the PUD.

The PUD will save harmless the United States of America, the Bureau, its employees or agents for all claims and liabilities resulting from the activities of the PUD, its agents or employees.

PALMVIEW PUBLIC UTILITY DISTRICT

By [Signature]

Title [Signature]

BUREAU OF PUBLIC ROADS

By [Signature]

for E. M. Wick, Regional Engineer

AMENDMENT NO. 1 TO
MEMORANDUM OF AGREEMENT RELATING TO PREPARATION OF
PLANS AND SPECIFICATIONS OF A SECTION OF GLENN
HIGHWAY LOCATED BETWEEN GAMBELL STREET AND AIRPORT
ROAD, CITY OF ANCHORAGE, A SECTION OF FEDERAL-AID
SECONDARY ROUTE NO. 546
IDENTIFIED AS PROJECT NO. S-US-0546(1)

THIS AMENDMENT to the MEMORANDUM OF AGREEMENT, made the 28th day of May, 1958 between the City of Anchorage, Alaska and the United States Bureau of Public Roads

(1) Provides for the extension of the project easterly to include the survey and design of a section from Airport Road to an intersection with proposed Chester Creek Freeway, a distance of approximately 1500 feet. Geometric design data will be provided by the Division Engineer, Bureau of Public Roads, Anchorage, Alaska.

(2) An additional sum of \$5,000 is being programmed for this work subject to revision if the cost varies from this amount.

(3) All other provisions of the original agreement remain in full force and effect as originally agreed.

DATED this 21st day of July in the year 1958.

CITY OF ANCHORAGE, ALASKA

By *[Signature]*
Title *[Signature]*

BUREAU OF PUBLIC ROADS

By *[Signature]*
E. H. Swick
Regional Engineer

108-10-191

MEMORANDUM OF AGREEMENT RELATING TO THE ACQUISITION
OF RIGHT-OF-WAY OF A SECTION OF GLENN HIGHWAY
LOCATED BETWEEN GAMBELL STREET AND AIRPORT ROAD,
CITY OF ANCHORAGE, A SECTION OF FEDERAL-AID
SECONDARY ROUTE NO. 546
IDENTIFIED AS PROJECT NO. S-US-0546(1)

This Memorandum of Agreement made this 18th day of June, 1958, between the City of Anchorage, Alaska, hereinafter referred to as the City, and the United States Bureau of Public Roads, hereinafter referred to as the Bureau, covers the survey work relating to property ownership, preparation of plats and legal descriptions of land to be acquired, and the appraisal, title examination and acquisition of right-of-way for the proposed Federal-Aid Secondary Highway Project on East Fifth Avenue, Anchorage, Alaska, beginning at Gambell Street and extending eastward to Airport Road, a distance of approximately 1.5 miles.

The City agrees to perform with its own forces all survey work relating to property ownership on each side of the existing road, the preparation of plats of such ownership and legal description of the land to be acquired.

The City will determine what improvements lie within the limits of the right-of-way and prepare an accurate description of such improvements. Upon determination of the land to be acquired and the improvements to be acquired or relocated the City will have the values thereof, if any, determined by a qualified appraiser. The appraisals will be recorded on forms which will be provided by the Bureau of Public Roads using the appraisal approaches best suited to the situation. Where improvements are involved, salvage values will be included in the appraisal analysis. Upon completion of the plats, descriptions and appraisals this material will be presented to the Division Engineer, Bureau of Public Roads, Anchorage, Alaska for review. Upon the completion of the review and approval of the Regional Engineer, Bureau of Public Roads, the City will be instructed to proceed to acquire the land and improvements, or to remove or relocate the improvements, as approved. Such acquisition will include condemnation where agreement cannot be reached with the owners as to the value of the taking. Arrangements will be made by the Bureau of Public Roads with the Fairview Public Utilities District for required acquisitions by condemnation of property within the Public Utilities District.

The City will make or have made title searches leading to satisfactory title certificates. The City in making title examination agrees to certify through its City Attorney good title of record in the person or persons from whom right-of-way is acquired and for which reimbursement from the Bureau is requested.

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Box 1127

Location of utilities within the limits of the right-of-way will be accurately determined by the City. The records will be searched by the City and determination made as to the liability of the utility firms for the removal and relocation of the utilities which will interfere with construction at their own expense. In the event that utilities legally occupy the right-of-way the City must be prepared to make certification that there is no legal responsibility on the part of utilities companies to move their lines or other installations at their own expense.

The Bureau agrees to reimburse the City for any normal expenditure incident to the acquisition of rights-of-way, either by negotiation or condemnation, such as those made for surveys, plats, appraisals, abstracts of title, title certificates, title insurance, court costs and disbursements, witness fees, recording fees, advertising, salaries, fees, and travel expenses of field representatives of the City while actually engaged in right-of-way acquisition work, and attorneys engaged in the preparation or trial of condemnation cases, if properly supported and shown as incidental expenses on the certificate submitted with the voucher for payment and performed in pursuance of this agreement. The administrative and headquarters expenses of the City's right-of-way office are not eligible for reimbursement. Where the whole of a property is acquired and only a portion thereof is needed for the right-of-way, reimbursement by the Bureau is limited to the cost of the lands actually used for the right-of-way, plus the severance damages to the remainder adequately supported by appropriate appraisals. The cost of adjustment or reestablishment of improvements other than utilities, already provided for herein, is reimbursable provided such adjustment or reestablishment results in an appropriate reduction in the amount which it would have been necessary to have paid the property owner if such adjustment or reestablishment had not been carried out; the justification for such action is properly documented by the City and approved in advance by the Bureau.

When right-of-way is acquired by negotiation, the complete agreement between the City and the property owner shall be embodied in written instruments appropriately executed and be available for Bureau inspection at any time. All vouchers submitted to the Bureau for reimbursement of expenditures made for right-of-way, are subject to Bureau audit before payment. Any progress voucher containing the City's claim for reimbursement of the expenditures made for right-of-way shall be supported by the following:

- (1) A copy of a right-of-way map indicating the relation of the parcels acquired to the right-of-way limits of the project or reference to a right-of-way map previously submitted.

(2) Certificate of acquisition and cost of right-of-way signed by the Chief Engineer of the City, or his duly authorized representative, certifying that all of the applicable right-of-way procedures of the City have been followed in establishing the appraisals, and showing for each parcel acquired and included in the voucher:

- (a) Parcel identification number
- (b) From whom acquired
- (c) Area in square feet or acres
- (d) Character of title acquired
- (e) Date when acquisition of title was consummated
- (f) Total consideration, reporting separately the amounts paid for real property taken, including damages; for interest. The City at its option, may break down the amount paid for real property taken into the costs of lands and improvements thereon, and the amounts assigned to damages

and on a project basis:

- (a) All net credits to the project, such as sale of improvements, and salvage
- (b) Incidental expenses

The final voucher containing the City's claim for reimbursement of the cost of rights-of-way shall be supported by the following, unless such data have previously been submitted in connection with a progress voucher and there has been no change in the interim:

- (1) A copy of a right-of-way map corrected to show accurately the parcel identification numbers, area acquired, property lines of the area required, and any other pertinent data affecting the cost of the right-of-way such as structures, improvements, and fences.
- (2) A final certificate of acquisition and cost.
- (3) A final tabulation of all appraisals.

The City will certify that the entire right-of-way is free of all obstructions before construction may be undertaken. No services such as the dispensing of gasoline will be permitted within the right-of-way limits of the project.

The City agrees to begin the work of right-of-way studies and appraisal about June 10, 1958, as previously authorized by telephone, and to have all acquisition or clearance of obstacles from the right-of-way completed, ready for advertising, by August 1, 1958.

The tracings, plans, descriptions, maps and appraisal forms prepared under this agreement shall be delivered to and become the property of the Bureau, but reproducible copies may be made and retained by the City for their file. Basic survey notes and other data obtained or prepared under the agreement shall be available to the Bureau upon request without restriction or limitation.

Any changes or modifications of this agreement requested by either party shall be subject to negotiations and supplemental agreements.

It is anticipated that this project will advance to construction in the reasonably near future. In the event that construction for any reason is not undertaken within five (5) years after the date of this agreement, the Bureau shall be refunded the amounts paid to the City under this agreement. If for reasons beyond the control of the Bureau the plans, tracings, descriptions, maps and assessment forms called for under this agreement are not completed by the date called for, or within such extensions of time as may be agreed upon between the parties, the Bureau likewise shall be refunded the amounts paid the City. In that event the plans will become the property of the City.

The City will save harmless the United States of America, the Bureau, its employees or agents for all claims and liabilities resulting from the activities of the City, its agents or employees.

CITY OF ANCHORAGE, ALASKA

By [Signature]

Title [Signature]

BUREAU OF PUBLIC ROADS

By [Signature]
for E. H. Swick, Regional Engineer

MEMORANDUM OF AGREEMENT RELATING TO PREPARATION OF
 PLANS AND SPECIFICATIONS OF A SECTION OF GLENN
 HIGHWAY LOCATED BETWEEN SMITH STREET AND AIRPORT
 ROAD, CITY OF ANCHORAGE, A SECTION OF FEDERAL AID
 SECONDARY ROUTE NO. 546
 IDENTIFIED AS PROJECT NO. S-48-0546(1)

This Memorandum of Agreement made this 28th day of May, 1958, between the City of Anchorage, Alaska, hereinafter referred to as the City, and the United States Bureau of Public Roads, hereinafter referred to as the Bureau, covers the survey, design, preparation of plans, specifications, and estimation of the proposed Federal-aid Secondary Highway Project on East Fifth Avenue, Anchorage, Alaska, beginning at Smith Street and extending eastward to Airport Road, a distance of approximately 1.5 miles.

The City agrees to make available free of charge for the design of the project all survey data, maps, and drawings which have previously been obtained by the City and are pertinent to the project. The City further agrees to perform with forces in its employ what additional survey work, including subsurface investigations which may be necessary, for the design of the project and to design the project to standards approved by the Bureau including preparation of plans, specifications, and estimates based on Bureau procedures and the SP-57 Specifications.

The Bureau agrees to reimburse the City of actual costs of the expenses the City will incur on or after May 26, 1958, in accomplishing this above work exclusive of items of overhead as rentals, telephones, and similar items incidental to the City's normal operations. Payments will be made monthly based on properly documented invoices from the City. Based on a preliminary estimate of cost of \$400,000 for the construction project, the sum of \$25,000 has been programmed for this work, but if the cost exceeds such amount, additional funds may be made available subject to supplemental agreements.

The Bureau further agrees to furnish standard drawings and design of other structures and of standard signs to be used as part of the plans and also the various forms required to make up a construction proposal and assembly.

It is mutually agreed upon and understood that either party may request conferences and consultations during the period the work is underway and that inspections of the work including visits to the site of the project, preparation may be made by representatives of either party at any time.

The City agrees to begin the work about May 26, 1958, as previously authorized by letter of May 27, and to have the plans and specifications

completed, ready for advertising by July 13, 1958. A total of 60 sets of project documents are to be furnished.

The tracings, plans, specifications, and maps prepared under this agreement shall be delivered to and become the property of the Bureau, but reproducible copies may be made and retained by the City for their files. Basic survey notes and other data obtained or prepared under the agreement shall be available to the Bureau upon request without restriction or limitation.

Any changes or modifications of this agreement requested by either party shall be subject to negotiations and supplemental agreements.

It is anticipated that this project will advance to construction in the reasonably near future. In the event that construction for any reason is not undertaken within five (5) years after the date of this agreement, the Bureau shall be refunded the amounts paid to the City under this agreement. If for reasons beyond the control of the Bureau the plans, specifications, and estimates called for in this agreement are not completed by the date called for, or within such extensions of time as may be agreed upon between the parties, the Bureau likewise shall be refunded the amounts paid the City. In that event the plans will become the property of the City.

The City will hold harmless the United States of America, the Bureau and its employees for all claims and liabilities due to activities of the City, its agents or employees.

CITY OF ANCHORAGE, ALASKA

By George J. ...

Title City Manager

BUREAU OF PUBLIC ROADS

By E. M. Swick

E. M. Swick, Regional Engineer

RECEIVED
201 8 21 AM '58

October 24, 1958

Mr. Frank A. Metcalf, Commissioner
Alaska Highway and Public Works Department
P. O. Box 1361
Juneau, Alaska

Dear Mr. Metcalf:

The Lake Otis Road project at Anchorage, DC-DAS-0547(L) is being programmed today as Item 4 in the Urban (OU) program, and as Item 17 in the Secondary (OS) program. The major portion of the project lies in Anchorage, which is contributing 10% of the cost of the portion therein. That portion of the rural section which is west of the centerline of the surface lies in the Spenard PUD, which under the policy of the Highway and Public Works Board, should contribute 10% of the costs of the portion within its boundaries.

The total estimated cost of the project, including costs for rights-of-way, is \$145,000. Of this amount, \$107,000 is for right-of-way and construction within Anchorage, \$19,000 for work within the Spenard PUD, and \$19,000 for work in the rural area.

The City of Anchorage share of the project costs are \$10,700. Preliminary information indicates that Anchorage has expended or committed for expenditure right-of-way costs about \$1000, leaving a balance of \$9,700 payable by the city at this time.

The Spenard PUD share of the project costs is \$1900, and we have no information that the PUD has incurred any project costs to date. Accordingly, the whole \$1900 is payable at this time.

The costs and shares due from the municipal corporations all are tentative and subject to adjustment after completion of construction and right-of-way acquisition. The municipal contributions must be available to us prior to contract award and preferably prior to bid opening on November 21. Your assistance is solicited.

Very truly yours,

E. H. Swick
Regional Engineer

cc: Zimmerman

ENSwick:pjm

cc: Melin

CL - R/W 10/27-6

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