

Non-Code Ordinance

By: Public Works
Introduced: June 13, 2022
Public Hearing: June 27, 2022
Adopted: June 27, 2022
Yes: Brown, Graham, Johnson, Rubeo, Sullivan-Leonard, Velock
No: None
Absent: None

**City of Wasilla
Ordinance Serial No. 22-21**

An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2022 Budget By Accepting And Appropriating A Block Grant From The Matanuska-Susitna Borough In The Amount Of \$1,486,393 For The Wasilla Intermodal Depot Project.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To appropriate funds for any necessary planning, property acquisition, site preparation, architectural design, engineering, and construction of the Wasilla Intermodal Facility.

Section 3. Appropriation of Funds. The funds are appropriated to the following:

Const. Services/Intermodal Facility	110-4330-433.45-06	\$1,486,393
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Section 4. Source of Funds.

Capital Direct/Intermodal Facility	110-4300-331.31-04	\$1,486,393
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Section 5. Effective Date. This ordinance shall take effect upon adoption.

ADOPTED by the Wasilla City Council on June 27, 2022.



Glenda D. Ledford, Mayor

ATTEST:



Jamie Newman, MMC, City Clerk

[SEAL]

City of Wasilla
Legislative Staff Report
Ordinance Serial No. 22-21
(Non-Code Ordinance)

Amending The Fiscal Year 2022 Budget By Accepting And Appropriating A Block Grant From The Matanuska-Susitna Borough In The Amount Of \$1,486,393 For The Wasilla Intermodal Depot Project.

Originator: Danielle Bischoff, Director of Public Works
Date: 6/5/2022

Agenda of: 6/13/2022

Route to:	Department Head	Signature	Date
X	Public Works Director	<i>Danielle Bischoff</i>	6/6/22
X	Finance Director	<i>Frank Lich</i>	6/6/2022
X	Deputy Administrator	<i>Chris Hill</i>	6/6/22
X	City Clerk	<i>Michelle</i>	6/6/2022
X	Mayor	<i>Blenda Lofgren</i>	6/6/22

Fiscal Impact: yes or no

Funds Available: yes or no

Account name/number:

Const. Services/Intermodal Facility	110-4330-433.45-06	\$1,486,393
Capital Direct/Intermodal Facility	110-4300-331.31-04	\$1,486,393

Attachments: Ordinance Serial No. 22-21 (1 page)
Matanuska-Susitna Borough (Borough) Ordinance Serial No. 21-076 (8 pages)
Matanuska-Susitna Borough Information Memorandum No. 21-155 (7 pages)
Matanuska-Susitna Borough November 2, 2021 Election Results (3 pages)
Matanuska-Susitna Borough Block Grant No. 2022-001 (8 pages)

Summary Statement:

The Matanuska-Susitna Borough (Borough) Assembly adopted Ordinance Serial No. 21-076 on August 17, 2021, to submit the transportation package proposition for voter approval. The intent, rationale, and supporting information for this ordinance is found in Borough Informational Memorandum No. 21-155.

Voters passed this package at the November 2, 2021 election. Included in the package was money to purchase and put towards the development of the multi-modal Wasilla Depot in the amount of \$1,500,000.

The Borough has prepared Block Grant Number 2022-001 to enter into with the City of Wasilla (City) to transfer remaining funds in the amount of \$1,486,393.

With acceptance of this money, the City will pursue the purchase of land for the multi-modal facility. The money will be used for property acquisition planning, land purchase, site preparation, architectural, design, engineering or construction funding.

Proposed Action: Introduce and set the Ordinance for public hearing.

NON-CODE ORDINANCE

Sponsored By: Mayor and Manager
by Assembly direction

Introduced: 07/20/21

Public Hearing: 08/03/21

Public Hearing Continued to 08/17/21: 08/03/21

Amended: 08/17/21

Adopted: 08/17/21

**MATANUSKA-SUSITNA BOROUGH
ORDINANCE SERIAL NO. 21-076**

AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY RELATING TO THE CONSTRUCTION, ADDITIONS, IMPROVEMENTS, BETTERMENTS, REPAIR, RECONSTRUCTION, OR ACQUISITION OF PUBLIC ROADS AND FACILITIES RELATED THERETO IN THE MATANUSKA-SUSITNA BOROUGH, TOGETHER WITH ALL NECESSARY EQUIPMENT AND TRANSPORTATION FACILITIES INCLUDING IMPROVING SCHOOL ACCESS, AND THE ACQUISITION OF LANDS OR RIGHTS IN LANDS IN CONNECTION THEREWITH, AND A DEBT OF THE BOROUGH, AUTHORIZING THE ISSUANCE OF AREAWIDE GENERAL OBLIGATION BONDS OF THE BOROUGH IN AN AMOUNT NOT TO EXCEED THE SUM OF \$61,135,000 TO FINANCE THE COST, IN WHOLE OR IN PART, OF SUCH PUBLIC ROADS, FACILITIES, AND LANDS, AND SUBMITTING THE PROPOSITION TO THE VOTERS AT THE NOVEMBER 2, 2021, REGULAR BOROUGH ELECTION.

WHEREAS, the intent, rationale, and supporting information for this ordinance is found in Informational Memorandum No. 21-155 and the discussions of the Assembly during meetings at which it was considered.

BE IT ENACTED:

Section 1. Classification. This is a noncode ordinance.

Section 2. Authorization. There is hereby authorized to be issued areawide general obligation bonds of the Matanuska-Susitna Borough in an amount not to exceed the sum of Sixty One Million One Hundred and Thirty Five Thousand Dollars (\$61,135,000) (the "Bonds") for the purpose of paying the cost, in whole or in part, of the construction, additions, improvements, betterments, repair,

reconstruction, or acquisition of the public roads set forth in Section 3 of this ordinance (the "Projects") and facilities related thereto in the Matanuska-Susitna Borough, together with all necessary equipment and transportation facilities, and the acquisition of lands or rights in lands in connection therewith. The full faith and credit of the Borough shall be pledged for the payment of principal and interest on the bonds when issued and ad valorem taxes upon all the taxable property in the Borough shall be levied without limitation of rate or amount to pay the principal and interest on the bonds.

Section 3. Purpose. The Matanuska-Susitna Borough Assembly (the "Assembly") hereby determines that the transportation systems of the Borough, in particular the arterial and collector roads, pathways, and pedestrian projects are in need of construction, additions, improvements, betterments, repair, reconstruction, or acquisition and deems the Projects to be public facilities of the Borough's transportation systems under Matanuska-Susitna Borough Code 1.10.135. Such activities also contribute to the Borough's powers to provide education, recreation, and economic development. The Assembly hereby determines that the best interest of the residents and property owners in the Borough require the Borough to undertake the Projects at the time and in the order and manner deemed most necessary and advisable by the Borough. The estimated cost to the Borough of the Projects, including incidental costs

and costs related to issuing and selling the Bonds as provided in this ordinance, is estimated to be \$61,135,000.

The projects consist of the following:

PROJECTS	AMOUNT
Trunk Road Connector/Katherine Drive	\$2,530,000
Smith Road Extension Upgrade and Pathway	\$2,070,000
Old Glenn Pathway Phase 2	\$1,800,000
49th State Street Pathway	\$1,000,000
Hemmer Road Extension South	\$4,500,000
Lakes Boulevard Upgrade	\$2,500,000
Point MacKenzie Road Reconstruction MP 0-7	\$8,000,000
Lucille Street and Pathway Upgrade	\$4,900,000
Tex-Al Drive Extension, Upgrade and Pathway	\$6,325,000
MSB School District, Shaw Elementary Turn-Lane	\$500,000
Engstrom Road to Trunk Road Corridor	\$2,500,000
Edgerton Parks Road-Mtn. Trails Drive Upgrade & Pathway	\$2,800,000
Caswell Lakes Rd./Bendapole Rd./Passthebait Ave. Paving	\$810,000
Cheri Lake Drive/Karen Avenue/ King Arthur Drive	\$3,500,000
Hidden Hills and Passthebait Ave. Reconstruction	\$3,600,000
Palmer-Fishhook Separated Pathway	\$4,500,000
Fern Street Upgrade and Pathway	\$4,000,000
Seward Meridian Parkway-Tambert Traffic Signal	\$1,500,000
MSB School District, 2018 Pedestrian Projects	\$2,300,000

Multi-modal Wasilla Depot	\$1,500,000
<u>Total</u>	<u>\$61,135,000</u>

The cost of all necessary planning, acquisition of property for, site preparation, construction, installing, and equipping of the Projects, architectural, engineering, design, and other consulting services, inspection and testing, administrative expenses, costs of issuance of the Bonds and other costs incurred in connection with the Projects shall be deemed to be costs of the approved Projects. The Borough is hereby authorized to undertake the Projects at the time and in the order and manner deemed most necessary and advisable by the Borough. The approved Projects may be completed with all necessary equipment and appurtenances and shall include non-motorized pathways when practicable.

The Borough shall determine the application of available money as between the various Projects so as to accomplish, as nearly as may be, all of the Projects described or provided for in this section.

If the Borough shall determine that it has become impractical to accomplish any portion of the approved Projects by reason of changed conditions or needs, incompatible development or costs substantially in excess of those estimated, the Borough shall not be required to accomplish such portions and shall apply Bond proceeds as set forth in this section.

If the approved Projects have been completed in whole or in

part, or their completion duly provided for, or their completion found to be impractical, the Borough shall apply such remaining proceeds solely to payment of principal or interest on the Bonds. In the event that the proceeds of sale of the Bonds, plus any other money of the Borough legally available, are insufficient to accomplish the approved Projects, the Borough shall use the available funds for paying the cost of those portions of the approved Projects deemed by the Borough most necessary and in the best interest of the Borough. No Bond proceeds shall be used for any purpose other than a capital improvement.

Section 4. Details of Bonds. The Bonds shall be issued upon such terms and conditions and in such form as the Borough Manager or the Borough Finance Director finds to be in the best interest of the Borough.

Section 5. Submission to the voters.

A proposition ratifying the authorization to engage in the projects and of the Bonds shall be submitted to the qualified voters of the Borough at the regular Borough election to be held on November 2, 2021, in substantially the following form:

PROPOSITION NO. 1

BOROUGH TRANSPORTATION SYSTEMS PROJECTS BONDS

This proposition authorizes the Matanuska-Susitna Borough to build the transportation systems projects listed below and issue bonds in the amount of \$61,135,000 to pay for such projects.

Shall the Matanuska-Susitna Borough engage in the construction, additions, improvements, betterments, repair, reconstruction, and acquisition of public roads and facilities related thereto in the Matanuska-Susitna Borough of the following Projects, together with all necessary equipment and transportation facilities, and the acquisition of lands or rights in lands in connection therewith, and issue its areawide general obligation bonds, in an amount not to exceed the sum of Sixty One Million One Hundred Thirty Five Thousand Dollars (\$61,135,000) for the purpose of financing the cost, in whole or in part, of the following Projects in accordance with and ratifying and approving the provisions of Ordinance Serial No. 21-076.

PROJECTS	AMOUNT
Trunk Road Connector/Katherine Drive	\$ 2,530,000
Smith Road Extension Upgrade and Pathway	\$ 2,070,000
Old Glenn Pathway Phase 2	\$ 1,800,000
49th State Street Pathway	\$ 1,000,000
Hemmer Road Extension South	\$ 4,500,000
Lakes Boulevard Upgrade	\$ 2,500,000
Point MacKenzie Road Reconstruction MP 0-7	\$ 8,000,000
Lucille Street and Pathway Upgrade	\$ 4,900,000
Tex-Al Drive Extension, Upgrade and Pathway	\$ 6,325,000
MSB School District, Shaw Elementary Turn-Lane	\$ 500,000
Engstrom Road to Trunk Road Corridor	\$ 2,500,000
Edgerton Parks Road-Mtn. Trails Drive Upgrade & Pathway	\$ 2,800,000
Caswell Lakes Rd./Bendapole Rd./ Passthebait Ave. Paving	\$ 810,000
Cheri Lake Drive/Karen Avenue/ King Arthur Drive	\$ 3,500,000
Hidden Hills and Passthebait Ave. Reconstruction	\$ 3,600,000
Palmer-Fishhook Separated Pathway	\$ 4,500,000
Fern Street Upgrade and Pathway	\$ 4,000,000
Seward Meridian Parkway-Tambert Traffic Signal	\$ 1,500,000
MSB School District 2018 Pedestrian Projects	\$ 2,300,000
Multi-modal Wasilla Depot	\$ 1,500,000
<u>Total</u>	<u>\$61,135,000</u>


The bonds shall be secured by a pledge of the full faith and credit of the Borough pursuant to Ordinance Serial No. 21-076 of the Matanuska-Susitna Borough adopted by the Borough Assembly on August 17, 2021.

YES NO


Section 6. Bond anticipation notes. In the event the issuance of the Bonds is ratified at such election, the Assembly is hereby authorized to borrow money in anticipation of the sale of the Bonds and to issue bond anticipation notes in accordance with the provisions of the Alaska Statutes. The amount of such notes to be issued from time to time and the time of their issuance, the form and details of the notes and provisions for the sale thereof shall be fixed by the Assembly by resolution.

Section 7. Effective Date. Sections 2, 3, 4, and 6 of this ordinance shall take effect upon certification of election only if the ballot proposition contained in Section 5 of this ordinance is approved by a majority of the qualified voters voting on the proposition at the regular Borough election on November 2, 2021. The remaining sections of this ordinance take effect upon adoption by the Matanuska-Susitna Borough Assembly.

ADOPTED by the Matanuska-Susitna Borough Assembly this
17 day of August, 2021.


VERN HALTER, Borough Mayor

ATTEST:


LONNIE R. McKECHNIE, CMC, Borough Clerk

(SEAL)

YES: Hale, Nowers, Yundt, Tew, Sumner, and Boeve

NO: McKee

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY RELATING TO THE CONSTRUCTION, ADDITIONS, IMPROVEMENTS, BETTERMENTS, REPAIR, RECONSTRUCTION, OR ACQUISITION OF PUBLIC ROADS AND FACILITIES RELATED THERETO IN THE MATANUSKA-SUSITNA BOROUGH, TOGETHER WITH ALL NECESSARY EQUIPMENT AND TRANSPORTATION FACILITIES INCLUDING IMPROVING SCHOOL ACCESS, AND THE ACQUISITION OF LANDS OR RIGHTS IN LANDS IN CONNECTION THEREWITH, AND A DEBT OF THE BOROUGH, AUTHORIZING THE ISSUANCE OF AREAWIDE GENERAL OBLIGATION BONDS OF THE BOROUGH IN AN AMOUNT NOT TO EXCEED THE SUM OF \$6,135,000 TO FINANCE THE COST, IN WHOLE OR IN PART, OF SUCH PUBLIC ROADS, FACILITIES, AND LANDS, AND SUBMITTING THE PROPOSITION TO THE VOTERS AT THE NOVEMBER 2 2021, REGULAR BOROUGH ELECTION.

AGENDA OF: July 20, 2021

ASSEMBLY ACTION:
 OR 21-077 was postponed indefinitely without objection
 OR 21-076 was amended & adopted with
 Assembly member McKee opposed 8-17-21 (500)

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: MB

Route To:	Department/Individual	Initials	Remarks
	Originator	NS	For Mayor and Manager
	Planning Director Acting / Kris Sullivan	<i>K.S.</i>	7/7/2021
	Public Works Director	Terry Dolan <small>Digital signed by Terry Dolan Date: 2021.07.07 14:37:30 -0500</small>	
	Finance Director	<i>CK</i>	
	Borough Attorney	<i>NS</i>	
	Borough Clerk	<i>JM</i>	7/13/21

ATTACHMENT(S): Fiscal Note: YES X NO
 Ordinance Serial No. 21-076 (8 pp)
 Map of 2021 Transportation Projects (1 pp)
 Spreadsheet of Transportation Projects (2 pp)

SUMMARY STATEMENT: This ordinance is sponsored by the Borough Mayor and the Borough Manager at Assembly direction for the purpose of engaging in transportation systems projects with an authorization to issue bonds. The proposal requires submission to, and approval of, the areawide voters in the Matanuska-Susitna Borough.

~~IM 21-156~~
~~OR 21-077~~

Bonded Projects.

The Matanuska-Susitna Borough has realized a dramatic population increase in the past two decades. In 2000, there were approximately 60,000 residents in the Borough. Since then, approximately 48,000 more people have come to call the Matanuska-Susitna Borough their home.

This population increase has resulted in an ever increasing demand for new public infrastructure. The Borough has developed and executed various projects over the past ten years to address this increased demand. This has been done through voter authorization of the projects and related bond issuances. In just the past 10 years, the following bonds were approved by Mat-Su voters:

Year	Category	Budget	Notes
2011	Schools	\$214 million	Included 23 projects (6 of which were new school construction) and was passed with an expectation of 70% reimbursement from the State of Alaska; the percentage reimbursed by the State has fluctuated since 2016; all projects were completed
2011	Roads	\$32.1 million	13 projects requiring a 50% State match; all 13 projects were matched with State funding and were completed
2013	Roads	\$16.2 million	6 projects to improve roads for school access; required 50% State match; 1 project was matched by the State and was completed; 5 other projects were not completed due to a lack of State match funding
2016	Recreation	\$22.1 million	9 projects including pool and ice arena/rink renovations as well as various trail and parking improvements; this measure did not require match funding and all projects were completed
2018	Roads	\$47.6 million	10 projects requiring 50% match funding from other sources; 4 projects have received Federal match funding through the State Department of Transportation as of 2021; the remaining projects

			do not have match funding; none of these projects have been completed
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In the above table, a couple of things become clear: 1) in recent years, the State of Alaska has not been able to provide capital funding support via match funding or as previously agreed to through school bond debt reimbursement, and 2) key infrastructure projects are not being completed in a timely manner.

Transportation systems needs.

The needs of the uncompleted 2013 and 2018 transportation systems (i.e roads, pathways, etc.) projects are still present. At the Assembly strategic planning session held in February 2021, transportation needs was discussed as a strategic issue which needs to be addressed. It is recognized that the overall transportation systems are vital to the overall wellbeing of the Matanuska-Susitna Borough to allow for the efficient movement of people and goods throughout the Borough. To that end, Borough staff conducted evaluations of projects and sought input from boards, commissions, and the public. After receiving comments, advice, and drafting preliminary proposals, staff presented reports and options to the Borough Assembly at a special meeting on June 22, 2021. While not all needs can be addressed, the projects here represent those which have been identified as having the greatest immediate need.

Funding the projects.

If approved by the voters, annual debt service payments on the \$73,685,000 in bonds is anticipated to be \$5,825,000. This is an estimate because interest rates, market factors, and the term of the bonds influence the actual annual payment. The corresponding FY2022 areawide real property mill rate levy to pay the annual debt service is approximately 0.56 mills. However, it should be noted that if this measure is approved, any areawide source of revenue can be used to pay the bonds.

RECOMMENDATION OF ADMINISTRATION: Approve this legislation which will bring the need for transportation improvements before the voters of the Borough.

~~1A 21-156~~
~~OR 21-077~~

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: July 20, 2021

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY RELATING TO THE CONSTRUCTION, ADDITIONS, IMPROVEMENTS, BETTERMENTS, REPAIR, RECONSTRUCTION, OR ACQUISITION OF PUBLIC ROADS AND FACILITIES RELATED THERETO IN THE MATANUSKA-SUSITNA BOROUGH, TOGETHER WITH ALL NECESSARY EQUIPMENT AND TRANSPORTATION FACILITIES INCLUDING IMPROVING SCHOOL ACCESS, AND THE ACQUISITION OF LANDS OR RIGHTS IN LANDS IN CONNECTION THEREWITH, AND A DEBT OF THE BOROUGH, AUTHORIZING THE ISSUANCE OF AREAWIDE GENERAL OBLIGATION BONDS OF THE BOROUGH IN AN AMOUNT NOT TO EXCEED THE SUM OF \$73,685,000 TO FINANCE THE COST, IN WHOLE OR IN PART, OF SUCH PUBLIC ROADS, FACILITIES, AND LANDS, AND SUBMITTING THE PROPOSITION TO THE VOTERS AT THE NOVEMBER 2 2021, REGULAR BOROUGH ELECTION.

ORIGINATOR: NS for MB

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT (YES) NO
AMOUNT REQUESTED 573,685,000	FUNDING SOURCE AICA, State, Fed, Local
FROM ACCOUNT # 430.000.000.000	PROJECT
TO ACCOUNT: 430.000.000.000	PROJECT #
VERIFIED BY: <i>Christine Wendel</i>	CERTIFIED BY:
DATE: 7/8/21	DATE:

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
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REVENUE						
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FUNDING: (Thousands of Dollars)

General Fund	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
State/Federal Funds				5,825.0		
Other						
TOTAL				5,825.0		

POSITIONS:

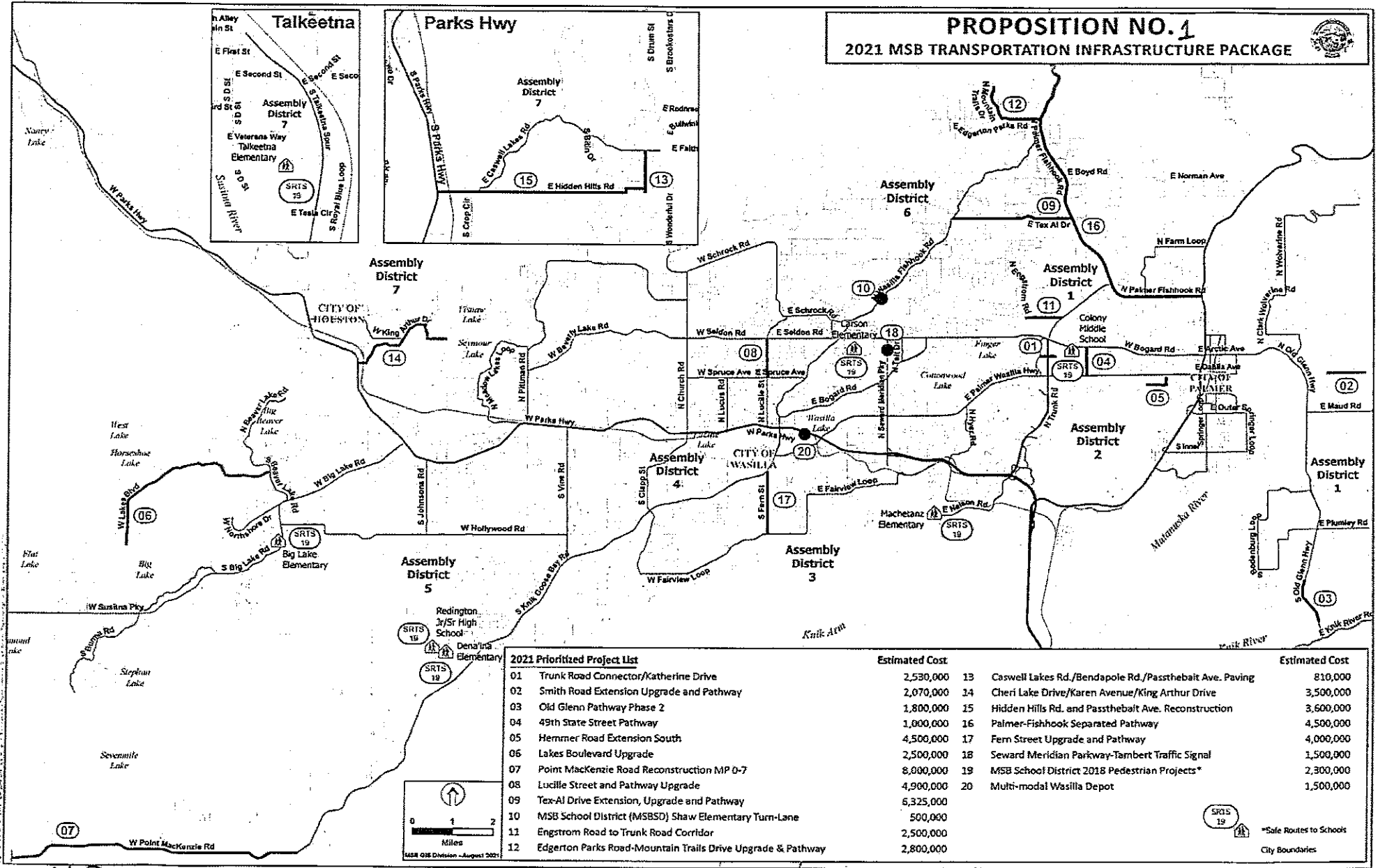
Full-Time	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) *first payment will be made in FY23*

PREPARED BY: _____ PHONE: _____
 DEPARTMENT: *Chesenne Wendel* DATE: *7/9/2021*
 APPROVED BY: _____ DATE: *7/9/2021*

PROPOSITION NO. 1

2021 MSB TRANSPORTATION INFRASTRUCTURE PACKAGE



2021 Prioritized Project List

Project ID	Project Description	Estimated Cost	Project ID	Project Description	Estimated Cost
01	Trunk Road Connector/Katherine Drive	2,530,000	13	Caswell Lakes Rd./Bendapole Rd./Passthebait Ave. Paving	810,000
02	Smith Road Extension Upgrade and Pathway	2,070,000	14	Cheri Lake Drive/Karen Avenue/King Arthur Drive	3,500,000
03	Old Glenn Pathway Phase 2	1,800,000	15	Hidden Hills Rd. and Passthebait Ave. Reconstruction	3,600,000
04	49th State Street Pathway	1,000,000	16	Palmer-Fishhook Separated Pathway	4,500,000
05	Hemmer Road Extension South	4,500,000	17	Fern Street Upgrade and Pathway	4,000,000
06	Lakes Boulevard Upgrade	2,500,000	18	Seward Meridian Parkway-Tambert Traffic Signal	1,500,000
07	Point MacKenzie Road Reconstruction MP 0-7	8,000,000	19	MSB School District 2018 Pedestrian Projects*	2,300,000
08	Lucille Street and Pathway Upgrade	4,900,000	20	Multi-modal Wasilla Depot	1,500,000
09	Tex-Al Drive Extension, Upgrade and Pathway	6,325,000			
10	MSB School District (MSBSD) Shaw Elementary Turn-Lane	500,000			
11	Engstrom Road to Trunk Road Corridor	2,500,000			
12	Edgerton Parks Road-Mountain Trails Drive Upgrade & Pathway	2,800,000			

*Safe Routes to Schools
City Boundaries

07-27-18
 07-27-18
 07-27-18

Number	Projects	Description	Assembly District	Cost Estimate	Design	Length (miles)	Functional Classification	School Access	Improves Access-Safety	Previous Bond Project	Multi-Modal /Pathway	2035 LRTP	2007 OSHP
1	Trunk Road Connector/Katherine Drive	Project would complete design and construct a collector road from Springfield Road to Trunk Road and Trunk Road to Manhattan Way providing access to a new school site and the large Midtown Estates Subdivision.	1	\$ 2,530,000	75%	0.4	Minor Collector	Y	Y	2013 & 2018	Y	Y	
2	Smith Road Extension Upgrade and Pathway	Upgrade the MSB owned segment of Smith Road providing improved and safer residential and recreational trailhead access.	1	\$ 2,070,000		0.9	Minor Collector		Y	2018	Y	Y	Y
3	Old Glenn Pathway Phase 2	Extend the pathway from Sodak Circle to Knik River providing a safe pedestrian and bike facility connecting to the existing pathway all the way into Palmer.	1	\$ 1,800,000	65% (ROW acquisition also underway)	1.2	Minor Arterial		Y	2011	Y		
4	49th State Street Pathway	Construct pathway adjacent to 49th State Street from Bogard Road to Palmer-Wasilla Highway providing a pathway connection between two major highway corridors.	1	\$ 1,000,000		0.8	Minor Collector						
5	Hemmer Road Extension South	This project will improve safety and traffic signal access to the Valley Pathways School and a large residential subdivision by extending Hemmer Road south of the Palmer Wasilla Highway.	2	\$ 4,500,000		1.0	Major Collector	Y	Y		Y	Y	Y
6	Inner-Outer Springer Loop Pathway	Construct a pathway from Cope Industrial Way to the west providing a pathway connection from Downtown Palmer to the Glenn Highway pathway.	2	\$ 1,000,000		1.2	Major & Minor Collector	Y	Y		Y	Y	Y
7	Lakes Boulevard Upgrade	Reconstruct and repave Lakes Boulevard from Beaver Lake Road to Devils Club Place.	5	\$ 2,500,000 2,500,000		5.2	Minor Collector						
8	Point MacKenzie Road Reconstruction MP 0-7	Reconstruct the embankment, add shoulders, and pave Pt. MacKenzie Road from KGB Road to Ayrshire Road providing improved/safer access to Port MacKenzie, Goose Creek Correctional Center and Pt. MacKenzie Agricultural District.	5	\$ 8,000,000 8,000,000	Geotech Complete	7.0	Major Arterial		Y		N	Y	Y
9	Lucille Street and Pathway Upgrade	Project would upgrade Lucille Street and pathway from Spruce Street to Seldon Road and provide a turn lane for Tanaina Elementary School.	6	\$ 4,900,000	65%	1.0	Major Collector	Y	Y	2013	Y		
10	Tex-Al Drive Extension, Upgrade and Pathway	Connect east and west segments of Tex-Al, upgrade remaining portion of the corridor to include a pedestrian pathway.	6	\$ 6,325,000	25%	3.0	Minor Collector		Y	2018	Y	Y	Y
11	MSB School District (MSBSD) Shaw Elementary Turn-Lane	Add left-turn lane on the southbound lane of Wasilla Fishhook for safer access to Shaw Elementary.	6	\$ 500,000		0.1	Minor Arterial	Y	Y				
12	Engstrom Road to Trunk Road Corridor	Project would provide connection from Engstrom Road to Trunk Road connecting to a segment of Homestead Road north of the Trunk-Bogard roundabout reducing heavy traffic on Engstrom Road.	6	\$ 2,500,000		0.9	Minor Collector		Y		N	Y	
13	Edgerton Parks Road-Mtn. Trails Drive Upgrade & Pathway	Project would upgrade Edgerton Parks Road from Palmer-Fishhook Road to Mountain Trails Drive with pathway extending from Palmer-Fishhook Road to GPRA Parking Lot.	6	\$ 2,800,000	35%	Rd. 1.0 Path 2.0	Minor Collector		Y		Y		
14	Caswell Lakes Rd./Bendapole Rd./Passthebait Ave. Paving	Pave from Caswell Lakes Road down Bendapole Road and Passthebait Avenue to Hidden Hills Road.	7	\$ 810,000		3.5	Major Collector						Y
15	Cheri Lake Drive/Karen Avenue/King Arthur Drive	Corridor upgrade/improvements to a large residential area - City of Houston nomination.	7	\$ 8,050,000 3,500,000	35%	3.1	Minor Collector		Y	2018	N		

OR 21-077
 11-21-1514
 OR 21-076
 11-21-155

Number	Projects	Description	Assembly District	Cost Estimate	Design	Length (miles)	Functional Classification	School Access	Improves Access-Safety	Previous Bond Project	Multi-Modal /Pathway	2035 LRTP	2007 OSHP
16	Hidden Hills and Passthebait Ave. Reconstruction	Reconstruct Hidden Hills Road to collector level road from the Parks Highway to Caswell Loop and Passthebait Avenue to Bendapole Road.	7	\$ 3,600,000		3.6	Major Collector						Y
17	Boyd Road to Norman Avenue	Project would provide a collector level road connection from Palmer-Fishhook Road to Norman Avenue by way of Norman Avenue extension and upgrade, providing secondary access for many subdivisions.	1,6	\$ 3,000,000		2.2	Minor Collector		Y		N		Y
18	Palmer-Fishhook Separated Pathway	Provide a safe pedestrian/bicycle facility in this fast growing area of the borough from the Glenn Highway to Little Susitna River Bridge linking to the heavily used Trunk Road pathway.	1,6	\$ 4,500,000		8.5	Minor Arterial		Y		Y	Y	
19	Fern Street Upgrade and Pathway	This project would upgrade Fern Street to borough collector level road standards and include a paved pathway between KGB Road and Fairview Loop. City of Wasilla nomination.	3,4	\$ 4,000,000		1.6	Minor Collector		Y		Y	Y	
20	Seward Meridian Parkway-Tambert Traffic Signal	Project would provide safe crossing of Seward Meridian Parkway for students attending three schools as well as for pedestrians living to the east.	3,6	\$ 1,500,000		N/A	Minor Arterial	Y	Y				
21	MSB School District 2018 Pedestrian Projects	Safe Routes to Schools Implementation: Big Lake Elementary, Machetanz Elementary, Larson Elementary, Dena'ina Elementary, Redington High School, Colony Middle School, and Talkeetna Elementary.	1,3,5,6,7	\$ 2,300,000		Varies		Y	Y	2018	Y		
22	Multi-modal Wasilla Depot	This project would provide for land acquisition and site preparation for a new transit facility which would act as a commuter, bus and passenger rail hub for the core area of the borough reducing traffic congestion. (The acquired property and site improvements will be transferred to the City of Wasilla.)	1-7	\$ 1,500,000	10%		Interstate Hwy.		Y			Y	
		Total	All	\$ 73,685,000									

\$ 61,135,000

1M 21-155
 OR 21-076
 1M 21-156
 OR 21-077

**Election Summary Report
 Official Election Results Report
 Regular Election
 Matanuska-Susitna Borough
 November 02, 2021
 All Precincts, All Early Vote, All Question, All Absentee**

Precincts Reported: 41 of 41 (100.00%)
 Registered Voters: 15,861 of 88,827 (17.86%)
 Ballots Cast: 15,861

Mayor (Vote for 1)

Precincts Reported: 41 of 41 (100.00%)

	Total	
Times Cast	15,794 / 88,827	17.78%
Candidate	Total	
BECK, Matthew J.	4,507	
COTTLE, Bert L.	2,383	
DEVRIES, Edna	8,762	
Total Votes	15,652	
	Total	
Write-In	67	

Assembly District 3 (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

	Total	
Times Cast	2,269 / 12,419	18.27%
Candidate	Total	
BAILEY, Mark E.	564	
KRUGER, Ferdinand J. "F. Jay"	225	
MCKEE, Dolores K. "Dee"	1,341	
Total Votes	2,130	
	Total	
Write-In	14	

Assembly District 6 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

	Total	
Times Cast	2,530 / 13,609	18.59%
Candidate	Total	
CLIPPARD, Richard C. "Dick"	151	
SHORT, Kristi A.	710	
SUMNER, Jesse M.	1,559	
Total Votes	2,420	
	Total	
Write-In	13	

Assembly District 7 (Vote for 1)

Precincts Reported: 9 of 9 (100.00%)

	Total	
Times Cast	2,379 / 13,395	17.76%
Candidate	Total	
BERNIER, Ronald A. "Ron"	1,341	
BOEVE, Tamara J. "Tam"	888	
Total Votes	2,229	
	Total	
Write-In	13	

School Board District 1 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

	Total	
Times Cast	2,981 / 12,191	24.45%
Candidate	Total	
BERGEY, Thomas E. "Tom"	1,726	
BERRIGAN, Lori C.	1,102	
Total Votes	2,828	
	Total	
Write-In	28	

School Board District 4 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

	Total	
Times Cast	1,666 / 12,004	13.88%
Candidate	Total	
UNDERWOOD, Jubilee L.	968	
WALTHER, Jennifer L.	526	
Total Votes	1,494	
	Total	
Write-In	10	

Proposition No. 1 (Vote for 1)

Precincts Reported: 41 of 41 (100.00%)

	Total	
Times Cast	15,793 / 88,827	17.78%
Candidate	Total	
YES	10,047	
NO	5,525	
Total Votes	15,572	
	Total	
Write-In	0	

Matanuska-Susitna Borough
Block Grant
Agreement Number: 2022-001
With the City of Wasilla

THIS AGREEMENT is made between the MATANUSKA-SUSITNA BOROUGH, a municipal corporation (hereinafter the BOROUGH) and the CITY OF WASILLA, a municipal corporation (hereinafter the CITY) for providing a Block Grant.

Section 1. Definitions. In this Agreement:

- A. The term BOROUGH mean the Matanuska-Susitna Borough.
- B. The terms CITY and GRANTEE mean the City of Wasilla.
- C. The term BOROUGH MANAGER means the manager of the Matanuska-Susitna Borough or his authorized representative(s).
- D. The term CITY MAYOR means the mayor of the City of Wasilla or her authorized representative(s).

Section 2. Grant Scope. The CITY will use this funding for any necessary planning, property acquisition, site preparation, architectural, design, engineering and construction for the Wasilla Multi-Modal Depot project.

Section 3. Term. This agreement shall become effective on April 1, 2022; and shall expire on June 30, 2025.

Section 4. Payment.

A. The Grantee is hereby awarded a grant in the total amount of One Million, Four Hundred Eighty-Six Thousand, Three Hundred Ninety-Three dollars (\$1,486,393.00). Payments under this agreement will be made as advance payment upon execution of the agreement.

B. This grant is awarded and may only be accepted subject to each and every covenant, term, and condition set forth in this agreement. Unless the Grantee is in default of any provision of this agreement, funds shall be paid as indicated in this section. Failure to submit reports required under this agreement may result in the BOROUGH withholding scheduled payments. The BOROUGH may suspend payments to an agency for instances of non-compliance with the terms of the grant agreement. Payments may be suspended until the CITY rectifies all issues of non-compliance and is no longer in default of the grant terms. If any payment is

withheld because the Grantee's performance is unsatisfactory, the BOROUGH must, within 14 working days of the payment denial, notify the Grantee of the payment denial and set form, with reasonable specificity, what was unsatisfactory and why.

C. As a condition of payment, the Grantee shall have paid all BOROUGH taxes currently due and owing by the Grantee.

D. The Grantee acknowledges that the BOROUGH has no obligation to continue funding the services described herein beyond the term of this agreement regardless of the degree to which the Grantee's program is successful, and the Grantee accepts the compensation described in this Section as full consideration for all costs it incurs in performing under this grant.

E. This agreement is subject to the availability of funds lawfully appropriated by the Matanuska-Susitna BOROUGH Assembly for its performance.

Section 5. Relationship of Parties. The CITY shall perform its obligations under this agreement as an independent contractor for the BOROUGH. The BOROUGH may administer the contract and monitor the CITY's performance of its obligations under this agreement. The BOROUGH may not supervise or direct the CITY other than as provided in this section.

Section 6. Reconciliation of Accounting/Funding. The CITY shall separately account for the expenditures of this Grant and provide the BOROUGH a copy of its annual audit on these expenditures. Any funding furnished by the BOROUGH through this Grant and not expended by the CITY shall be returned to the BOROUGH within thirty days of completion of the CITY's fiscal year audit. Any expenditures made or incurred by the CITY in excess of the grant amount shall be the sole responsibility of the CITY.

Section 7. Termination of Agreement for Cause. If, through any cause, either party shall fail to fulfill in a timely and proper manner its material obligations under this agreement, or if either party shall violate any of the material covenants, agreements, or stipulations of this agreement, the other party shall thereupon have the right to terminate this agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Such termination shall not eliminate any claim for damages for past breach.

Section 8. Causes Beyond Control. In the event the CITY is prevented by a cause or causes beyond control of the CITY from performing any obligation of this agreement, non-performance

resulting from such cause or causes shall not be deemed to be a breach of this Agreement; which will render the CITY liable for damages or give rights to the cancellation of the Agreement for cause. However, if or when such cause or causes cease to prevent performance the CITY shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control" as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the CITY and which prevent the performance of the CITY: fire, explosions, acts of God, war, orders of law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the CITY from performing the terms of the Agreement as set forth herein. The BOROUGH will determine whether the event preventing the CITY from performing is a cause beyond the CITY's control.

Section 9. Payment upon Termination. If this agreement is ended before term, for reasons stated in Section 7 or Section 8, payment pursuant to Section 4 will be pro-rated to date of termination.

Section 10. Modifications. The parties may mutually agree to modify the terms of the Agreement. Modification to the Agreement shall be incorporated into the Agreement by written amendments executed by both parties.

Section 11. Equal Employment Opportunity.

A. The CITY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The CITY shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or termination's; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The CITY agrees to post in conspicuous places available for employees and applicants for employment "notices to be provided" setting forth the provisions of this nondiscrimination clause. The CITY will, in all solicitations or advertisements for employees placed by or on behalf of the CITY, state that all

qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The CITY will cause the foregoing provisions to be inserted in all subagreements for any work covered by this contract.

B. The CITY shall keep records and submit reports concerning the racial and ethnic origin of applicants for employment and employees as the BOROUGH may require.

Section 12. Assignability

A. The CITY shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the BOROUGH, thereto provided, however that claims for money due or to become due to the CITY from the BOROUGH under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the BOROUGH, or the CITY shall be responsible to the BOROUGH for any monies due the assignee of this Agreement, which are paid directly to the CITY.

Section 13. Officials Not to Benefit. No member of the legislature or officer of the State of Alaska or the BOROUGH or CITY shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

Section 14. Audits and Inspections. At any time during normal business hours and as often as the BOROUGH may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement; and will permit representatives of the BOROUGH to audit, examine, and make excerpts or transcripts from such records; and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 15. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 16. Non-Waiver. The failure of the BOROUGH at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the

validity of this Agreement or any part thereof, or the right of the BOROUGH thereafter to enforce each and every protection hereof.

Section 17. Permits, Laws and Taxes. The CITY shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the CITY under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. All taxes required to be paid, by law, shall be paid by the CITY, including federal withholding taxes for employees.

Section 18. Agreement Administration.

A. The BOROUGH MANAGER, or his designee, will be the representative of the BOROUGH administering this Agreement.

B. The services to be furnished by the CITY shall be administered, supervised, and directed by the CITY MAYOR. In the event that the individual named above is unable to serve for any reason, the CITY shall appoint a successor and advise the BOROUGH in writing of the successor's name.

Section 19. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 20. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 21. City Insurance.

A. The CITY will secure, maintain, and file with the BOROUGH, proper and acceptable insurance coverage, including defense and indemnification of the BOROUGH at its own expense. The insurance coverage will be secured with an insurance market acceptable to the BOROUGH and shall be primary to any coverage carried by the CITY which may cover the work specified in this Agreement.

(1) Worker's Compensation Insurance in compliance with the laws of the state of Alaska, AS 23.30, et.seq., and federal jurisdiction where the work is being performed, covering all employees engaged in the performance of the work specified in this Agreement. Employer's

Liability limits shall be: \$100,000 each accident; \$500,000 disease--policy limit; \$100,000 disease--each employee.

(2) Comprehensive General Liability: Limit \$300,000 Bodily Injury and Property Damage, Combined Single Limit. Coverage to be at least as broad as Insurance Service Office (ISO) form CG00 01.

(3) Comprehensive Automobile Liability: Limit \$100,000 Bodily Injury and Property Damage, Combined Single Limit. Coverage to be at least as broad as Insurance Service Office (ISO) form CA00 01.

(4) Unemployment Insurance by payment of employment security taxes for all library employees hired by the CITY. In the event of the CITY's failure to pay such taxes, the BOROUGH will withhold an amount sufficient to pay such taxes from any payments owed to the CITY by the BOROUGH. The BOROUGH also reserves the right to contact the Alaska State Department of Labor, in order to determine whether unemployment security taxes have been paid by the CITY. The BOROUGH further reserves the right to withhold that portion of unemployment security taxes owed to any employees pending notification of the CITY's unemployment security tax clearance from the Alaska State Department of Labor.

B. A lapse in insurance coverage is a material breach of this contract which shall result in immediate termination of the contract, pursuant to Section 9.

C. Each policy of insurance required by this section shall provide for no less than 30 days' advance notice to the BOROUGH prior to cancellation. Each policy shall name the BOROUGH as an additional insured. Each policy shall be endorsed to waive all rights of subrogation against the BOROUGH by reason of any payment made for claims under the above coverage.

Section 22. Defense and Indemnification; Property acquisition hold harmless.

A. The City shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The City shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss,

tangible or sustained by any person, or property arising from City's or City's Officers, agents, employees, partners, attorneys, suppliers, contractors, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, except as provided below, City shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

B. Part of the use of these funds by the City will be to acquire property for which the Borough has obtained an Environmental Site Assessment Report. Such Report has been provided to the City. In the event of any environmental contamination or impact to any property the City acquires as part of the overall Wasilla Multi-Modal Depot project, the City will not make any claim or demand against the Borough for such contamination or impact to property. Moreover, the City and will defend, indemnify, hold and save the Borough harmless as provided above for any all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees brought by any party against the Borough relating to environmental contamination to property the City acquires as part of the Wasilla Multi-Modal Depot project.

C. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

Section 23. Notices. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid registered or certified mail to the following address:

Borough: Matanuska-Susitna Borough
Finance Department
ATTN: Grants Coordinator
350 E Dahlia Avenue
Palmer, AK 99645-6488

City: City of Wasilla
290 E Heming Avenue
Wasilla, AK 99654

Section 24. Financial Records and Reports.

A. Expenditures of funds under this Agreement shall be made by the CITY solely for the purpose of fulfilling the CITY's duties described in Section 2 above.

B. Expenditures and revenues to the same extent as may be required by law governing all other expenditures and revenues of the CITY, shall be independently audited annually.

C. The CITY shall furnish the BOROUGH a copy of the annual audit of these funds within thirty days of receipt of the CITY'S annual audit.

D. The CITY shall furnish the BOROUGH a yearly narrative report describing the use of this funding no later than July 30 each year for the life of this agreement, or until the funding is fully expended.

Section 25. Integration. This written Agreement and any attachments embody the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this instrument shall supersede all previous communications, representations or Agreements, either oral or written between the parties.

Section 26. Understanding. The CITY MAYOR acknowledges that he has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of the CITY's choice, and is executing this Agreement of his own free will.

MATANUSKA-SUSITNA BOROUGH

CITY OF WASILLA

By: _____
Michael Brown, Borough Manager

By: _____
Glenda Ledford, City Mayor

Dated: _____

Dated: _____

Fund Verified: 430,000,000 429,900	
Project: 35472-1800-1820	
_____ Signature	_____ Date