

SUBJECT: MEMORANDUM OF AGREEMENT WITH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES REGARDING MAINTENANCE AND MATCH REQUIREMENTS FOR PALMER-FISHHOOK SEPARATED PATHWAY: TRUNK ROAD TO EDGERTON PARKS ROAD.

AGENDA OF: August 5, 2025

ASSEMBLY ACTION:

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

Route To:	Signature
Originator	<div>7 / 2 2 / 2 0 2 5</div> <div>X Brad Sworts</div> <div>Signed by: Brad Sworts</div>
Public Works Director	<div>7 / 2 2 / 2 0 2 5</div> <div>X Tom Adams, P.E.</div> <div>Signed by: Tom Adams</div>
Purchasing Director	<div>7 / 2 2 / 2 0 2 5</div> <div>X Dustin Silva</div> <div>Signed by: Dustin Silva</div>
Finance Director	<div>7 / 2 2 / 2 0 2 5</div> <div>X Cheyenne Heindel</div> <div>Signed by: Cheyenne Heindel</div>
Borough Attorney	<div>7 / 2 2 / 2 0 2 5</div> <div>X John Aschenbrenner</div> <div>Signed by: John Aschenbrenner</div>
Borough Manager	<div>7 / 2 2 / 2 0 2 5</div> <div>X Michael Brown</div> <div>Signed by: Mike Brown</div>
Borough Clerk	<div>7 / 2 2 / 2 0 2 5</div> <div>X Lonnie McKechie</div> <div>Signed by: Lonnie McKechie</div>

ATTACHMENT (S) : Memorandum of Agreement (38 pp)
 Proposition 1 Ballot (November 2021) (2 pp)

SUMMARY STATEMENT: In accordance with Matanuska-Susitna Borough (MSB) code 3.08.161 (A) a contract for supplies, services, professional services, or construction which obligates the borough to pay more than \$100,000 may not be executed unless the assembly has approved a memorandum setting forth the essential terms of the contract.

In November 2021 MSB voters approved a Transportation Improvement Program (TIP) which included the Palmer-Fishhook Separated Pathway: Trunk Road to Edgerton Parks Road project. The project

will construct a paved non-motorized pathway adjacent to Palmer Fishhook Road, extending from Trunk Road to Edgerton Parks Road. The project will include interpretive features/signs to showcase cultural and geographic features.

This project will tie into the programmed Tex-Al Drive and Edgerton Parks Road pathway projects, creating a continuous pathway network from most of MSB's core urban area to the popular Government Peak Recreation Area. The programmed Highway Safety Improvement Program (HSIP) roundabout at Palmer-Fishhook Road and Trunk Road is designed to include pedestrian crossing facilities and will link these projects to the existing Trunk Road pathway.

Assembly Resolution Serial No. 22- 108 authorized MSB to apply for a project that would receive funding from the Transportation Alternative Program (TAP) administered by Alaska Department of Transportation and Public Facilities (DOT&PF).

On April 8, 2024, MSB received notice from DOT&PF informing us our nomination had been accepted for award.

On July 1, 2025, the Manager executed a Memorandum of Agreement between Alaska DOT&PF and MSB that includes a commitment for MSB to provide the minimum federal-aid match commitment of 9.03% and a supplemental contribution more than the minimum required federal-aid match commitment, which will provide a total Local Match Contribution not less than 24.03% of the DOT&PF's engineer estimate, or \$2,575,500, whichever is greater.

If the project cost changes between the date of the TAP award and programming of the project for design and construction, the overall amount of match required shall be adjusted accordingly, within the limits described above.

Funding responsibility includes 50% contingency for the preconstruction phases (Design, Environmental, and Right of Way) and 15% contingency for construction phases (Utilities and Construction).

MSB's Local Match contribution is funded through the Bonds sold for the Borough's TIP 2021 on April 16, 2025.


RECOMMENDATION OF ADMINISTRATION: Assembly approval of Local Match to the Alaska DOT&PF in the amount of \$2,745,428 for Palmer-Fishhook Separated Pathway: Trunk Road to Edgerton Parks Road project.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: August 5, 2025

SUBJECT: MEMORANDUM OF AGREEMENT WITH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES REGARDING MAINTENANCE AND MATCH REQUIREMENTS FOR PALMER-FISHHOOK SEPARATED PATHWAY: TRUNK ROAD TO EDGERTON PARKS ROAD.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$2,745,428	FUNDING SOURCE Roads and Bridges Capital Projects
FROM ACCOUNT # 430.000.000 4xx.xxx	PROJECT# 35473-1000-1005
TO ACCOUNT:	PROJECT #
VERIFIED BY:  Recoverable Signature X Liesel Zanto Signed by: Liesel W. Zanto	

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL		2,745.4				
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REVENUE						
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FUNDING:


(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other		2,745.4				
TOTAL		2,745.4				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:	 Recoverable Signature X Cheyenne Heindel Signed by: Cheyenne Heindel
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SAMPLE BALLOT

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

Total \$61,135,000

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

SAMPLE BALLOT

VOTE BOTH SIDES OF BALLOT

Memorandum of Agreement

Between the State of Alaska
Department of Transportation and Public Facilities
and the Matanuska-Susitna BOROUGH

Regarding Maintenance and Match Requirements for Transportation Alternatives Program
Project Award: **Palmer-Fishhook Separated Pathway: Trunk Road to Edgerton Parks Road**
(TAP Award 2023)

The parties to this Agreement (hereafter Agreement) are the State of Alaska acting through its Department of Transportation and Public Facilities (hereafter DOT&PF) and the Matanuska-Susitna BOROUGH (hereafter BOROUGH), a second-class BOROUGH established under Alaska law.

WHEREAS, the Federal Highway Administration (hereafter FHWA) distributes Federal-aid Highway Program funds to DOT&PF; and

WHEREAS, DOT&PF oversees decisions regarding the selection of projects for funding and are responsible for ensuring Federal requirements are met, including those for funds eligibility; and

WHEREAS, the BOROUGH submitted a nomination for Palmer-Fishhook Separated Pathway: Trunk Road to Edgerton Parks Road (hereafter the PROJECT) during the open call for nominations for the Transportation Alternative Program (TAP); and

WHEREAS, the PROJECT was awarded TAP funds contingent on fulfillment of several stipulations including maintenance and match contributions; and

WHEREAS, the PROJECT has been programmed into the 2024-2027 Statewide Transportation Improvement Plan (STIP ID 6234); and

WHEREAS, the PROJECT is within the DOT&PF right-of-way and improvements will be owned by DOT&PF; and

WHEREAS, the PROJECT will serve the public interest and enhance the quality of life for the residents of, and visitors to, the BOROUGH; and

WHEREAS, the BOROUGH agrees to maintain PROJECT improvements in a way that will maximize service life; and

WHEREAS, DOT&PF Policy and Procedure Number 09.01.040 Local Match for CIP (effective 7/01/2005) establishes that local contributions of matching funds shall be required for surface transportation projects that serve local interests; and

WHEREAS, the BOROUGH, as part of the project nomination process, proposed to provide the minimum federal-aid match commitment of 9.03% and a supplemental contribution at least 15% more than the minimum required federal-aid match commitment, which will provide a total Local Match contribution not less than 24.03% of the DOT&PF engineer's estimate; and

MEMORANDUM OF AGREEMENT

Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

WHEREAS, the DOT&PF in its TAP Award Letter (Attachment A) identified the required match requirements for the PROJECT; and

WHEREAS, the DOT&PF agrees to modify the required match shown in the Award letter such that the BOROUGH's matching share for this project shall not be less than 24.03%, or \$2,575,500, whichever is greater; and

WHEREAS, Alaska Statute 19.05.040 provides that DOT&PF may enter into agreements with Local Governments relating to highways; and

WHEREAS, Alaska Statute 19.20.060 authorizes DOT&PF and the BOROUGH to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

WHEREAS, Alaska Statute 44.42.020 authorizes DOT&PF to cooperate, coordinate, and enter into agreements with the federal government and municipalities to plan, design, and construct transportation facilities; and

WHEREAS, this Agreement must be executed prior to advancing PROJECT design as mandated in the DOT&PF Highway Preconstruction Manual; and

WHEREAS, the parties hereto wish to memorialize within this Agreement their specific obligations regarding the Maintenance and Match requirements for the PROJECT.

IT IS THEREFORE AGREED by the Parties, in consideration of the mutual promises contained in this Agreement, to provide planning, design, construction, and maintenance for the PROJECT as set forth below:

1. SCOPE OF WORK

- a. This PROJECT will construct a paved non-motorized pathway adjacent to the DOT&PF owned Palmer-Fishhook Road, extending from Trunk Road to Edgerton Parks Road (hereinafter improvement). If feasible, the pathway should be on the south/west side of the road. This PROJECT will include interpretive features/signs to showcase cultural and geographic features.
- b. This PROJECT will tie into the BOROUGH's programmed Tex-Al Drive and Edgerton Parks Road pathway projects, creating a continuous pathway network from most of the BOROUGH's core urban area to the popular Government Peak Recreation Area. The programmed HSIP roundabout at Palmer-Fishhook Road and Trunk Road is designed to include pedestrian crossing facilities and will link these projects to the existing Trunk Road pathway.
- c. The scope of the improvements for the PROJECT being implemented under this agreement shall be depicted within the drawings for the PROJECT. After the

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Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

project is completed, the final as-builts will document the full scope of this agreement.

2. PLANNING, DESIGN, AND CONSTRUCTION

- a. Within the limits of the approved funding, the DOT&PF shall fund, plan, design, and construct the PROJECT as per current state and federal standards in the Alaska Preconstruction Manual. It will provide all labor, material, and equipment necessary to construct the PROJECT according to the provisions in the PROJECT documents and plans.
- b. Project phases are categorized as Design (Preliminary Engineering) Phase 2, Right-of-Way Phase 3, Construction Phase 4 and Utilities Phase 7. Each phase must receive authority to proceed (ATP) from the FHWA before work may proceed.
- c. The BOROUGH shall be provided with an opportunity to participate in all phases of development, including status meetings and design reviews. The Borough and the DOT&PF will work together to resolve needs for funding or scope adjustments. In the event of disagreement relating to issues impacting project delivery, both agencies agree to make every effort to be partners through the project and to resolve disagreements at the lowest level possible. In the event of disagreement, elevation process will be as follows:

Level 1: DOT&PF Project Manager and BOROUGH Project Manager.

Level 2: DOT&PF Preconstruction Engineer and BOROUGH Project Management Division Manager

Level 3: DOT&PF Regional Director and BOROUGH Public Works Director

- d. DOT&PF Responsibilities
 - i. Ensure FHWA funds used for the PROJECT are expended in accordance with Federal and State laws and regulations.
 - ii. Plan, design, and construct the PROJECT.
 - iii. Acquire all necessary rights of way.
 - iv. Acquire all permits necessary for the PROJECT.
 - v. Include the PROJECT in the STIP and update STIP, as necessary.
 - vi. Include the PROJECT in the State capital budgeting process, contingent on the BOROUGH fulfilling its funding obligations contained herein and obtain Legislative Authority to spend the funding.
 - vii. Obtain NEPA documentation as needed and keep an interested parties list along with a public involvement summary.
 - viii. Develop all Requests for Proposals (“RFPs”) needed to solicit professional services for PROJECT development. The written Statement of Services and Price Estimate shall be submitted to the BOROUGH for comment

MEMORANDUM OF AGREEMENT

Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

prior to advertising. A BOROUGH representative is eligible and invited to be included on all proposal evaluation committees.

- ix. Design engineering, environmental services and construction management may be completed by DOT&PF personnel.
- x. Execute and manage any professional service agreements, as necessary.
- xi. Charge staff time and expenses to the PROJECT.
- xii. Include the BOROUGH in all review assembly distributions.
- xiii. Deduct the appropriate rate of ICAP to the PROJECT to cover DOT&PF indirect expenses. The current ICAP rate for a FHWA project is 5.37% of the total PROJECT cost.
- xiv. DOT&PF will share cost estimates at milestone reviews and at construction. DOT&PF will update the BOROUGH on significant cost changes during construction.

e. BOROUGH Responsibilities

- i. Establish a single point of contact with sufficient authority and responsibility to communicate to DOT&PF on all decisions or notifications required by this Agreement.
- ii. Participate with DOT&PF on all decisions required by this Agreement.
- iii. Participate with DOT&PF during the Substantial Completion inspection to ensure the PROJECT is built in substantial conformance with the approved contract documents.

3. MATANUSKA-SUSITNA BOROUGH MAINTENANCE AND OPERATIONS

- a. The BOROUGH at its sole cost and expense agrees to maintain and operate the PROJECT consistent with 23 CFR § 1.27 and the DOT&PF's 2014 Alaska Highway Maintenance and Operations Handbook, commencing upon Substantial Completion of the PROJECT and until the next DOT&PF capital improvement of the PROJECT,
 - i. "Substantial Completion" means a formal Letter of Substantial Completion issued by DOT&PF Construction Division. This letter is issued at the time at which the PROJECT or a portion of the PROJECT (a) can be safely and effectively used by the public without further delays, disruption, or other impediments, and (b) pavement structure, shoulder, drainage, sidewalk, pathway, permanent signing and marking, guardrail and other traffic barrier safety appurtenances, utilities, and lighting work is complete.
 - ii. DOT&PF remains responsible for the Palmer-Fishhook Road corridor and will include the pathway in future corridor improvements when possible.
 - iii. The BOROUGH may choose to designate the PROJECT maintenance priority at a higher or lower priority level than DOT&PF's maintenance

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Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

priority of Palmer-Fishhook Road while the BOROUGH is responsible for PROJECT maintenance, including winter maintenance.

- b. The BOROUGH may enter contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the BOROUGH.
- c. **Sole remedy for the BOROUGH's failure to meet its maintenance obligation.**
In the event DOT&PF and/or FHWA give notice that the BOROUGH is failing to properly maintain the PROJECT improvements, the BOROUGH will correct the identified deficiencies within 60 days of the date of that notice. Failure by the BOROUGH to do so will result in DOT&PF suspending all future federally-funded improvements to roads controlled by the BOROUGH until: (1) all maintenance deficiencies are corrected by the BOROUGH; and (2) the BOROUGH brings current all past-due payments, and/or reimburse DOT&PF for costs it incurred (if any) in correcting the deficiencies to the satisfaction of FHWA. The parties agree such suspension is DOT&PF's sole remedy for the BOROUGH's failure to meet its maintenance obligations.
- d. **Maintenance during winter shutdown.**
Where applicable, if a winter shutdown is required prior to achieving Substantial Completion, the BOROUGH will assume responsibility for, and will undertake, all reasonable and necessary winter maintenance with respect to the PROJECT.
 - i. Prior to accepting winter maintenance responsibilities, the BOROUGH will perform an inspection to identify any areas where there is risk of damage to completed aspects of the PROJECT based upon the types of equipment it will utilize for snow and ice removal. DOT&PF and/or its contractor will either perform corrective work to correct the identified hazards to the satisfaction of the BOROUGH or accept the risk that damage may result in those areas notwithstanding the exercise of reasonable care by the BOROUGH or its winter maintenance contractor(s).
 - ii. This provision does not relieve the BOROUGH and its contractor(s) from responsibility for damage to the PROJECT resulting from the negligence, gross negligence or intentional misconduct occurring in connection with winter maintenance activities.
- e. The BOROUGH shall perform its maintenance and operation obligations under this Agreement at its sole cost and expense without reimbursement from the other party.

4. MATCH OBLIGATIONS

MEMORANDUM OF AGREEMENT

Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

- a. The BOROUGH's sole financial participation in the planning, design, and construction of the PROJECT is the Local Match contribution as stated in the nomination package and as formalized in this Agreement.
- b. BOROUGH agrees to provide the minimum federal-aid match commitment of 9.03% and a supplemental contribution more than the minimum required federal-aid match commitment, which will provide a total Local Match contribution not less than 24.03% of the DOT&PF engineer's estimate or \$2,575,500, whichever is greater.
- c. Prior to initiation of each phase of the PROJECT, and as a condition precedent to the obligation of Federal-aid highway funding, the BOROUGH must transfer the Local Match funding for the estimated cost of that phase.
- d. The BOROUGH's funding responsibility includes 50% contingency for the pre-construction phases (Design, Environmental, and Right of Way) and 15% contingency for construction phases (Utilities and Construction). Current PROJECT total estimate and Local Match responsibilities, including contingency, are included in Attachment D. If cost estimates change, Attachment D shall be updated. Local Match percentage is expected to remain the same unless a match waiver is approved by the DOT&PF Commissioner.
- e. The BOROUGH is aware that any PROJECT cost increases between the date of the TAP Award and programming of the PROJECT for design and construction that impact the overall amount of match required shall be added into the total Local Match contribution obligation, within the limits described above in paragraph 4(b).
- f. DOT&PF agrees to track costs associated with the PROJECT for the preliminary engineering, right-of-way, and construction phases so the total Local Match contribution obligation is verifiable.
- g. TAP Projects (Construction Phase) will be removed from the final STIP if Local Match contribution commitments in their entirety for active phases are not received by the DOT&PF and will remain un-programmed until receipt of funds.
- h. The BOROUGH shall provide funding at the match rate to cover the costs of all PROJECT related litigation, including legal fees and costs, including challenges to Federal permits or decisions, condemnation or right-of-way matters, procurement claims, and construction claims. The BOROUGH shall assist the DOT&PF as necessary during the PROJECT related administrative or civil proceedings and shall have the right to actively participate in the control of the litigation, including participating in strategy and settlement discussions, if it elects

MEMORANDUM OF AGREEMENT

Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

to do so.

- i. In the event the cost of the PROJECT, and the BOROUGH's corresponding Local Match contribution, is less than paid by the BOROUGH, the DOT&PF will refund the BOROUGH its pro-rated portion not utilized within 30 days.

5. LACK OF FUNDING

- a. Any withdrawal or inability of the BOROUGH to provide the minimum Local Match contribution shall result in the project not advancing.

6. TITLE TRANSFER

- a. There will not be title transfer of any portions of this project.

7. INCORPORATION CLAUSE

- a. The BOROUGH shall comply with all applicable Federal and State laws, regulations, executive orders, stewardship agreements, and applicable DOT&PF manuals and guidelines, including those provisions that would apply to the DOT&PF if the DOT&PF were to perform those tasks to be performed under this Agreement by the BOROUGH. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- b. This obligation includes, but is not limited to, compliance with Federal and State uniform relocation assistance and real property acquisition policies; compliance with provisions of the Federal-Aid Policy Guide ("FAPG"); and compliance with the requirements of Title 23 of the United States Code and related implementing regulations, as set forth in the Code of Federal Regulations.

8. INDEMNIFICATION

- a. To the maximum extent allowed by law, the BOROUGH shall indemnify, defend, and hold DOT&PF, its officers, employees, and agents (collectively the "Indemnified Parties") harmless from all liability, claims, cause of action, and costs (including attorney's fees) arising out of the Borough's maintenance and operation obligations under this Agreement.
- b. To the maximum extent allowed by law, the DOT&PF shall indemnify, defend, and hold the BOROUGH, its officers, employees, and agents (collectively the "Indemnified Parties") harmless from all liability, claims, causes of action, and costs (including attorney's fees) arising out of its planning, design, and construction obligations under this Agreement.

MEMORANDUM OF AGREEMENT

Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

9. EACH PARTY IS AN INDEPENDENT CONTRACTOR

- a. For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

10. CANCELLATION REMEDIES

- a. If the BOROUGH is the primary cause of the cancellation of any professional services, consultant or construction contracts entered into by the DOT&PF, the BOROUGH shall be responsible for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the BOROUGH or the DOT&PF in the PROJECT to the date of cancellation or related to finalizing cancellation and PROJECT termination.
- b. If the DOT&PF is the primary cause of the cancellation, the DOT&PF shall bear those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the BOROUGH or the DOT&PF in the PROJECT to the date of cancellation or related to finalizing cancellation and PROJECT termination.
- c. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the DOT&PF or the BOROUGH, the parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any other costs or expenses incurred by the BOROUGH or the DOT&PF in the PROJECT to the date of cancellation or related to finalizing cancellation and PROJECT termination.
- d. The foregoing remedies are in addition to any other remedies referenced in this Agreement, and do not bar or limit the parties from resorting to any other remedy available at law or equity.

11. MISCELLANEOUS PROVISIONS

- a. **Amendment or modification of Agreement**

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

MEMORANDUM OF AGREEMENT

Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

by the authorized representatives for both Parties.

b. The Whole Agreement

This Agreement constitutes the entire agreement between the Parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing, regarding the matters addressed in this Agreement. The Parties may not amend this Agreement unless agreed to in writing with both Parties signing through their authorized representatives.

c. Assignment

Without the written consent of the DOT&PF, this Agreement is not assignable by the BOROUGH, either in whole or in part.

d. Third Parties and Responsibilities for Claims

Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this Agreement, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the DOT&PF and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT.

e. Duty of Cooperation

The BOROUGH and DOT&PF agree to provide reasonable access to the PROJECT and to relevant project records, to any authorized representatives of the DOT&PF, BOROUGH or U.S. Government. The parties agree to cooperate in good faith with inquiries and requests for information relating to the PROJECT or its obligations under this Agreement.

f. Necessary Approvals

In the event that any ordinance, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the BOROUGH to enter into this Agreement or to undertake the PROJECT, or to observe, assume or carry out any of the provisions of the Agreement, the BOROUGH will initiate, as provided by law, all actions necessary with respect to any such matters so requisite.

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Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

g. Joint Drafting

This Agreement has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The Agreement shall not be construed for or against either party.

h. Third Party Beneficiary Status

The BOROUGH is not an intended beneficiary of any contracts between the DOT&PF and any contractors, subcontractors, or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

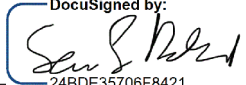
12. CONTACTS

- a. The DOTPF's contact is Aaron Hunting (aaron.hunting@alaska.gov); 907-269-0546, Project Manager for Central Region, or as may be re-designated in writing from time to time.
- b. The BOROUGH's contact is Brad Sworts (brad.sworts@matsugov.us); 907-861-7715, Pre-Design and Engineering Division Manager, or as may be re-designated in writing from time to time.

The undersigned agree to the terms of this Memorandum of Agreement:

STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Dated: 7/1/2025

DocuSigned by:

By: 24BDE35706F8421...
Sean Holland
Regional Director, Central Region

MATANUSKA-SUSITNA BOROUGH

Dated: 7/1/2025

DocuSigned by:

By: 9643AD1311AD42F...
Mike Brown
Borough Manager

Attachments:

- Attachment A – DOT&PF CTP & TAP Award Letter – Mat-Su BOROUGH, April 8, 2024
- Attachment B – Mat-Su BOROUGH Assembly IM No. 23-059 & Resolution Serial No. 23-027
- Attachment C – CFHWY01216 In-House Scoping Final
- Attachment D – Scope, Schedule, & Estimate



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation and
Public Facilities
PROJECT DELIVERY DIVISION

3132 Channel Drive, Suite 200
P.O. Box 112500
Juneau, Alaska 99811-2500
Main: 907-465-4070
Fax: 970-465-6984
dot.alaska.gov

April 8, 2024

Attachment A

Brad Sworts
Matanuska Susitna Borough
350 E Dahlia Ave
Palmer, AK 99645

Dear Mr. Sworts,

On behalf of The Department of Transportation and Public Facilities (DOT&PF) and the CTP & TAP Program Project Evaluation Board, I am pleased to inform you that the following of your project nominations have been accepted for award.

Need ID: 34243

Project Title: Seldon Road Reconstruction: Wasilla-Fishhook Road to Snowgoose Drive [Parent] [CTP Award 2023].

The purpose of this project is to upgrade Seldon Road, between Wasilla Fishhook Road and Snowgoose Drive, to an arterial highway standard. with a separate pathway to address geometry, safety, and capacity issues.

Federal Award:	\$12,393,367.50
<u>Required Match:</u>	<u>\$1,381,632.50</u>
Your total project cost:	\$13,775,000

The federal-aid agreement requires federal and matching shares as percentages. **The matching share for this project is 10.03%.** The Matanuska Susitna Borough is expected to maintain this matching share through the life of the project, including if the total project cost changes. A match waiver, signed by the Commissioner, is required for any decrease to the matching share and may come with penalties as described in 17 AAC 05.175(l).

This project has been programmed into the 2024-2027 Statewide Transportation Improvement Program (STIP) with the design phase in the STIP programmed years (2024-2027) and the construction phase after FFY 2027. Funding is expected to be available for the construction phase after FFY 2027. These dates are subject to change pending project development and funds availability.

"Keep Alaska Moving through service and infrastructure."

Need ID: 34242

Project Title: Seldon Road Reconstruction: Snowgoose Drive to Lucille Street [CTP Award 2023].

The purpose of this project is to upgrade Seldon Road, between Snowgoose Drive and Lucille Street, to an arterial highway standard. with a separate pathway to address geometry, safety, and capacity issues.

Federal Award:	\$14,406,446.25
<u>Required Match:</u>	<u>\$1,606,053.75</u>
Your total project cost:	\$16,012,500

The federal-aid agreement requires federal and matching shares as percentages. **The matching share for this project is 10.03%.** The Matanuska Susitna Borough is expected to maintain this matching share through the life of the project, including if the total project cost changes. A match waiver, signed by the Commissioner, is required for any decrease to the matching share and may come with penalties as described in 17 AAC 05.175(l).

This project has been programmed into the 2024-2027 Statewide Transportation Improvement Program (STIP) with the design phase in the STIP programmed years (2024-2027) and the construction phase after FFY 2027. Funding is expected to be available for the construction phase after FFY 2027. These dates are subject to change pending project development and funds availability.

Need ID: 34241

Project Title: Palmer-Fishhook Separated Pathway: Trunk Road to Edgerton Parks Road [TAP Award 2023].

The purpose of this project is to construct a paved non-motorized pathway adjacent to Palmer Fishhook Road, extending from Trunk Road to Edgerton Parks Road.

Federal Award:	\$4,999,500
<u>Required Match:</u>	<u>\$2,575,500</u>
Your total project cost:	\$7,575,000

The federal-aid agreement requires federal and matching shares as percentages. **The matching share for this project is 34.00%.** The Matanuska Susitna Borough is expected to maintain this matching share through the life of the project, including if the total project cost changes. A match waiver, signed by the Commissioner, is required for any decrease to the matching share and may come with penalties as described in 17 AAC 05.175(l).

This project has been programmed into the 2024-2027 Statewide Transportation Improvement Program (STIP) with the design phase in the STIP programmed years (2024-2027) FFY 2024 and the construction phase after FFY 2027. Funding is expected to be available for the construction phase after FFY 2027. These dates are subject to change pending project development and funds availability.

Need ID: 34251

Project Title: Inner and Outer Springer Loop Separated Pathway [TAP Award 2023].

The purpose of this project is to construct a paved non-motorized pathway adjacent to one side of Inner Spring Road and Outer Springer Road extending from the Glenn Highway to Cope Industrial Way.

Federal Award:	\$1,862,379
<u>Required Match:</u>	<u>\$207,621</u>
Your total project cost:	\$2,070,000

The federal-aid agreement requires federal and matching shares as percentages. **The matching share for this project is 10.03%.** The Matanuska Susitna Borough is expected to maintain this matching share through the life of the project, including if the total project cost changes. A match waiver, signed by the Commissioner, is required for any decrease to the matching share and may come with penalties as described in 17 AAC 05.175(l).

This project has been programmed into the 2024-2027 Statewide Transportation Improvement Program (STIP) with the design phase in the STIP programmed years (2024-2027) FFY 2025 and the construction phase in FFY 2027. Funding is expected to be available for the construction phase after FFY 2027. These dates are subject to change pending project development and funds availability.

Additionally, Alaska DOT&PF Central Region was awarded funding for Bogard Road Rehabilitation: Engstrom to Greentree Street, and Bogard Road Rehabilitation: Greentree Street to Earl Drive. With these awards, the Matanuska Susitna Borough has agreed to take on maintenance of an existing State of Alaska facility – 49th State Street.

Next steps:

- DOT&PF Field Office and the Matanuska Susitna Borough will work together to prepare the Project Memorandum of Agreement (MOA) detailing match and maintenance commitments and roles and responsibilities.
- The Matanuska Susitna Borough must provide matching funds including contingency (by phase) to DOT&PF.
- After these steps are completed (signed MOA is in place; project is in an approved STIP; matching funds received by DOT&PF), the project may begin.

Please expect to hear from your Regional Planner, Kristina Huling, to initiate the Project Agreement within the next few weeks. You may contact your planner at kristina.huling@alaska.gov or (907) 269-0509.

Sincerely,



Ben White
Central Region Planning Chief
Project Delivery Division

cc: Karin McCoy, Acting STIP Manager, DOT&PF
Sara Lucey, Planning Manager, DOT&PF
Sean Holland, Central Region Director, DOT&PF
Luke Bowland, Central Region Pre-construction Engineer, DOT&PF
Judy Chapman, Deputy Director of Planning, Project Delivery Division, DOT&PF

James Marks, Director, Project Delivery Division, DOT&PF
Julius Adolfsson, Active Transportation Planner, DOT&PF
Adam Bradway, MVP Transportation Planner, DOT&PF
Kristina Huling, Mat-Su Area Planner, DOT&PF

SUBJECT: RECOMMENDING PROJECTS FOR THE ALASKA STATE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, COMMUNITY TRANSPORTATION PROGRAM AND THE TRANSPORTATION ALTERNATIVE PROGRAM.

AGENDA OF: MARCH 21, 2023

Assembly Action: *Approved under the consent Agenda.*

3/21/23 SP

Attachment B

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

Route To Department/Director	Signature	Comments
Originator - B. Sworts	<i>x Brad Sworts</i>	
Public Works Director	<i>x [Signature] 3/9/23</i>	
Planning Director	<i>x [Signature] A. Strawn 3/8/2023</i>	
Finance Director	<i>x [Signature]</i>	
Borough Attorney	<i>x [Signature]</i>	
Borough Manager	<i>x [Signature]</i>	
Borough Clerk	<i>x [Signature] 3/14/23 SP</i>	

ATTACHMENT (S) : Fiscal Note: YES X NO
 Resolution Serial No. 23-027 (3 pp)
 Resolution Serial No. 22-108 (2 pp)
 CTP Criteria Guidance (20 pp)
 TAP Criteria Guidance (10 pp)

SUMMARY STATEMENT:

The State of Alaska Department of Transportation and Public Facilities (ADOT&PF) has formally announced a new award cycle for the Community Transportation Program (CTP) and the Transportation Alternative Program (TAP).

On October 18, 2022, the Assembly passed Resolution Serial No. 22-108 authorizing the submittal of a Phase 1 Notice of Intent to apply for project nominations under each of these two programs. Subsequently, the Borough submitted a Notice of Intent to apply for each program, naming the projects recommended by the Assembly.

Phase 2 of the application for each of these programs is known as the "Call for Projects". This phase requires the submittal of a full project application that includes a resolution of support with a commitment to maintenance responsibility and providing local matching funds.

All projects will require at least a 9.03% local match and, if the ADOT&PF-approved estimate increases over the life of the project, the Borough would be required to match the new estimate accordingly. For this reason, contingencies will be assessed on Borough match (50% on preconstruction phases and 15% on the construction estimate). Commitment to local match above the required 9.03% improves the likelihood of receiving funding, as shown in the attached CTP and TAP (scoring) Criteria Guidance. Staff suggests commitment to at least a 10.03% match to maximize scoring while accounting for Borough funding constraints.

Each public entity is limited to two CTP and two TAP projects. The CTP projects are not-to-exceed a federal share amount of \$15,000,000 each; TAP projects are not to exceed \$5,000,000 each.

For the two CTP projects proposed, Borough staff anticipates the Borough will be required to provide matching funds in the amount of \$1,504,500 each.

For the TAP projects proposed, Borough staff anticipates the Borough will be required to provide matching funds in the amount of \$501,500 per project. However, one of the TAP projects proposed is the Palmer Fishhook Pathway, which was partially funded through the Borough's TIP21 transportation package. Should TAP funding be awarded to this project, existing Borough funds allocated to this project would be leveraged as match, and no new match would be required for this project.

The Borough has matching funds available in the amount of \$2,000,000 from State of Alaska debt services reimbursement, appropriated by the Assembly for community transportation non-federal match in Resolution Serial Number 22-080. An additional \$600,000 is available in funding from the U.S. Treasury's Local Assistance and Tribal Consistency Fund for Eligible Revenue Sharing Counties. The U.S. Treasury funding was appropriated by the Assembly in Resolution Serial No. 22-106 for purposes that include matching requirements for CTP and TAP projects.

In addition to the \$2,600,000 available match funding as described above, another \$910,500 will be required if the project applications are accepted into the CTP and TAP programs for funding. **The total local match required will amount to \$3,510,500 and will leverage \$40,000,000 in federal funds.** This will enable the borough to complete a sorely needed upgrade of two sub-standard segments of Seldon Road, one of the busiest arterial roads in the borough's road network.

This current State nomination process is the last opportunity for the Borough to utilize the CTP and TAP programs within the future Mat-Su Valley Planning Metropolitan Planning Organization (MPO) Urbanized Area (UA), which resides within the MSB Core Area. Once the MPO is established, state-controlled Federal Highway Administration funding will be limited for use on National Highway System and Alaska Highway System projects selected at the State's discretion.

The Borough commits to prioritizing selected projects for construction following the design to ensure the projects are fully developed to meet CTP/TAP program goals.

The Borough also commits to ongoing maintenance of the completed Borough-nominated projects once they have been constructed. If determined necessary to increase the competitiveness of these projects to a level that is more likely to obtain successful award of funding, the Borough commits to maintenance responsibilities for several State-owned roads as well. These roads could include Hollywood Road, Edlund Road, the south third of Vine Road, all of Davis Road, and a portion of Seldon Road from Schrock Road to Wasilla-Fishhook.

ADOT&PF Central Region Nominated Projects:

ADOT&PF - Central Region is also eligible to nominate two CTP and two TAP projects on behalf of their region. ADOT&PF - Central Region intends to nominate their four projects within the Mat-Su Borough. Both CTP projects would improve the section of Bogard Road between Trunk Road and the Bogard-Seldon intersection. The TAP projects nominated by the State are 1) Palmer-Fishhook Pathway, Trunk Road to the Glenn Highway; 2) Seldon Road Pathway, Bogard Road to Wasilla-Fishhook Road. If funded, these projects would benefit all Borough transportation system users. These projects would not reduce the chance of funding for MSB-nominated projects and all four nominated CTP projects could be funded.

ADOT&PF has asked for a resolution of support for their two CTP and two TAP project nominations. No match is required for ADOT&PF's nominations. Scoring incentivizes transfer of maintenance from ADOT&PF to local government. With this in mind, maintenance for the Central Region nominated CTP projects would remain with ADOT&PF,

but MSB accepts maintenance responsibilities for the TAP projects.

RECOMMENDATION OF ADMINISTRATION: Approve the legislation as presented.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: March 21, 2023

SUBJECT: RECOMMENDING PROJECTS FOR THE ALASKA STATE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, COMMUNITY TRANSPORTATION PROGRAM AND THE TRANSPORTATION ALTERNATIVE PROGRAM.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
AMOUNT REQUESTED \$ <u>43,510,500</u>	FUNDING SOURCE <u>Roads & Bridges Cap. Projects</u>
FROM ACCOUNT # <u>430.000.000.000.000 (2,600.0 of match)</u>	PROJECT <u>35473</u>
TO ACCOUNT: <u>TBD once grant approved.</u>	PROJECT # <u>TBD once grant approved</u>
VERIFIED BY: <u>David W. Leland</u>	CERTIFIED BY:
DATE: <u>3-8-23</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds	<u>40,000.0</u>					
Other	<u>2,600.0</u>					
TOTAL	<u>42,600.0</u>					

POSITIONS:

910.5 currently unfunded.

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) * Actual amts depend on what is applied for & received. Still need funding for 910.5 for match.

PREPARED BY: _____ PHONE: _____

DEPARTMENT: Chapman DATE: _____

APPROVED BY: _____ DATE: 3/8/23

Adopted: 03/21/23

**MATANUSKA-SUSITNA BOROUGH
RESOLUTION SERIAL NO. 23-027**

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY
RECOMMENDING PROJECTS FOR THE ALASKA STATE DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES, COMMUNITY TRANSPORTATION
PROGRAM, AND THE TRANSPORTATION ALTERNATIVE PROGRAM.

WHEREAS, the Assembly recognizes the importance of planning
for development in the Matanuska-Susitna Borough ("Borough"); and

WHEREAS, staff have reviewed the evaluation criteria for the
Alaska State Department of Transportation and Public Facilities'
(ADOT&PF's) Community Transportation Program (CTP) and
Transportation Alternative Program (TAP) and have created a
prioritized list of projects that meet the requirements of each
program; and

WHEREAS, the prioritized projects address transportation
requirements of the Borough to meet the needs of a growing populace
and business community and have been determined to be amongst the
most competitive Borough projects based on the State's project
selection criteria.

NOW, THEREFORE, BE IT RESOLVED, that the Assembly
respectfully recommends the following projects for inclusion in
the Borough's application for CTP funding: 1) Seldon Road

Reconstruction Phase 1 - Wasilla Fishhook to Snowgoose Drive;
and

2) Seldon Road Reconstruction Phase 2 - Snowgoose Drive to Lucille Street.

BE IT FURTHER RESOLVED, that the Assembly respectfully recommends the following projects for inclusion in the Borough's application for TAP funding: 1) Palmer-Fishhook Pathway, Edgerton Parks Road to Trunk Road and; 2) Inner Springer Loop Separated Pathway.

BE IT FURTHER RESOLVED, that the Assembly supports the ADOT&PF - Central Region's application for CTP funding: 1) Bogard Road Improvements, Seldon Road to Trunk Road Parent Environmental and Preliminary Design Effort; and 2) Bogard Road Improvements, Seldon Road to Trunk Road Construction Stage 1 and Stage 2.

BE IT FURTHER RESOLVED, that the Assembly supports the ADOT&PF - Central Region's application for TAP funding: 1) Palmer-Fishhook Pathway, Trunk Road to the Glenn Highway; and 2) Seldon Road Pathway, Bogard Road to Wasilla-Fishhook Road.

BE IT FURTHER RESOLVED, that the Assembly considers the above referenced projects a high priority for the Borough.

ADOPTED by the Matanuska-Susitna Borough Assembly this 21 day
of March, 2023.


EDNA DeVRIES, Borough Mayor

ATTEST:


LONNIE R. McKECHNIE, CMC, Borough Clerk
(SEAL)

PASSED UNANIMOUSLY: Hale, Nowers, McKee, Yundt, Tew, Fonov, and
Bernier

Attachment C

Project Name: **TAP: Palmer-Fishhook: Trunk Road to Edgerton Parks Road Separated Pathway** Program No.: **CFHWY01216**
 Project Manager: **Aaron Hunting, P.E.** Date: **9/30/2024**

Project Planning Scope: Construct a separated, non-motorized, pedestrian/bike pathway on the southwest side of Palmer-Fishhook Road extending from Trunk Road north to the Edgerton Parks Road.

Project Planning Description: Construct a paved non-motorized pathway adjacent to ADOT&PF owned Palmer Fishhook Road, extending from Trunk Road north to Edgerton Parks Road. If feasible, the pathway should be located on the South/West side of the road.
 This project will include interpretive features/signs to showcase cultural and geographic features. The work will include excavation and construction of base for a pathway, paving, installation of fish pass culverts, and other drainage features.

Project Planning Estimate:	Year 1 (FFY24)	Year 2 (FFY25)	Year 3 (FFY26)	Year 4 (FFY27)	Year 5 (FFY28)	Year 6 (FFY29)	Total
Phase 2: Preliminary Engineering	920,500	394,500					\$1,315,000
Phase 3: Right of Way			1,000,000				\$1,000,000
Phase 4: Construction						5,260,000	\$5,260,000
Phase 7: Utility Relocation						0 (TBD)	\$0
Total	920,500	394,500	1,000,000			5,260,000	\$7,575,000

See Modified Scope and Budget below:

Modified Project Scope: Construct a separated, non-motorized, pathway along Palmer-Fishhook Road extending from Trunk Road north to the Edgerton Parks Road. Improvements may also include roadside hardware, drainage improvements, and ADA improvements.

Modified Project Planning Description: Construct a paved non-motorized pathway adjacent to ADOT&PF owned Palmer Fishhook Road, extending from Trunk Road north to Edgerton Parks Road. If feasible, the pathway should be located on the South/West side of the road.
This project will include interpretive features/signs to showcase cultural and geographic features. The work will include excavation and construction of base for a pathway, paving, installation of fish pass culverts, and other drainage features.

Modified Project Estimate:	Year 1 (2025)	Year 2 (2026)	Year 3 (2027)	Year 4 (2028)	Year 5 (2029)	Year 6 (2030)	Total
Phase 2: Preliminary Engineering	1,000,000	500,000					\$1,500,000
Phase 3: Right of Way			1,000,000				\$1,000,000
Phase 4: Construction						5,260,000	\$5,260,000
Phase 7: Utility Relocation						2,100,000	\$2,100,000
Total	1,000,000	500,000	1,000,000			7,360,000	\$9,860,000

Distribution:

Luke Bowland, P.E., Preconstruction Engineer
Sean Baski, P.E., Chief, Highway Design
Clint Adler, P.E., Chief, Mat-Su District Office
Jennifer Coisman, Chief, Project Control
Mike Yerkes, P.E., Central Region Materials Engineer
Kirk Warren, P.E., Chief, Maintenance & Operations
Burrell Nickeson, Maintenance & Operations
Jeremy Thompson, Maintenance & Operations
Vernon Vreeland, Maintenance & Operations
Kyler Hylton, Maintenance & Operations
Melanie Arnolds, P.E., Chief, Right-of-Way
James Sowerwine, ROW Project Coordinator, Right-of-Way
Bob Keiner, P.L.S., ROW Engineering Supervisor
Travis Test, P.L.S., Survey Manager, Locations
Cindy Ferguson, P.E., Chief, Traffic, Safety, & Utilities
Jon Knowles, P.E., Regional Utilities Engineer
David Freese, P.E., Utilities Lead, Utilities
Anna Bosin, P.E., Regional Traffic Engineer, Traffic Safety
Noah King, P.E., Project Manager, Traffic Design
Roxanne Risse, P.E., Traffic Engineer, Traffic Design
Joel St. Aubin, P.E., Regional Construction Engineer
Eric DeSentis, P.E., Construction Group Chief
Erika Moore, P.E., Construction Project Manager
Alex Read, P.E., Chief, Preliminary Design & Environmental
Orion LeCroy, P.E., Regional Hydraulics Engineer
Brian Elliott, Regional Environmental Manager, Preliminary Design & Environmental
Ben White, Chief, Planning
David Post, Planning
Kristina Huling, Planning
Chris Post, P.E., Program Development and Standards Manager, Highway Design
Justin Zarr, Statewide Continuous Counts Manager, Planning
Jennifer Gray, M.S., Program Coordinator, MSCVE
Adison Spafford, Change Management Director/Tribal Liaison Team Leader
Leslie Daugherty, P.E., S.E., Chief, Bridge Design
Jesse Escamilla, P.E., S.E., Bridge Lead
Dave Hemstreet, P.E., Foundations Engineer, Statewide Materials
TBD, Pedestrian & Bicycle Coordinator

Project Considerations

Proposed Project Map attached.

Bridge: Assigned: Jesse Escamilla III

Project may include large culverts. Wasilla Creek and Carnegie Creek, both anadromous, cross the Palmer-Fishhook Road.

Meeting note: Wasilla Creek could become a large structure.

Construction: Assigned: Ericka Moore

This project has pathways in the roundabout that end just north of the roundabout. Coordination needs to occur between these 2 projects now and after the construction of the roundabout that looks to be scheduled for 2025.

The scoping notes mention 3 needed fish passages. If Carnegie Creek is one of these it looks to be in the limits of the roundabout project.

Design: Assigned: Aaron Hunting
Is project classified as 'significant' per HPCM 1400.2?
☐ Yes ☒ No

Pathway assumed to be a 10' wide, separated non-motorized, multiuse pathway, with 2' gravel shoulders.

Environmental: Assigned: Emily Macaluso

Project includes installation of three fish passage culverts

The roadway has been identified as historically significant by the Alaska State Historic Preservation Officer. This corridor is considered a historic transportation facility; the proposed pathway and interpretative features will help to highlight that history. The interpretive features/signs to showcase cultural and geographic features.

A cultural resource survey and wetland delineation will be needed. A Categorical Exclusion is anticipated.

Anticipated Permits: Construction General Permit, Section 404 Permit, Section 401 Water Quality Certification, Title 16 Fish Habitat, and Floodplain Development Permit. One stream crossing is mapped as Flood Zone AE.

Hydrology: Assigned: Orion LeCroy

Project may include installation of three fish passage culverts (Wasilla Creek and Carnegie Creek) and other drainage features.

I could not find significant drainage issues documented in our files for this segment of Palmer-Fishhook Rd. A spring site visit would help determine if there are any issues that could be addressed by the project.

The project will likely encroach on the unmapped floodplains of Wasilla and Carnegie Creeks. A Location Hydraulic Study will be needed as part of the environmental phase. These are reports developed and jointly signed by the project's Hydraulics Engineer and Environmental Analyst - which can be consultants. At minimum, a review will be required.

Hydrology & Hydraulics reports following the Alaska Highway Drainage Manual criteria will be required for the Wasilla and Carnegie Creek crossings, along with any other 48" diameter or greater culverts.

Some existing crossing culverts may allow for extension; however this will need to be determined in design. If existing drainage infrastructure will be kept in place and/or modified, recommend a Conditions Assessment Report be developed to review existing cross culvert conditions based on the 2020 AASHTO Culvert & Storm Drain System Inspection Guide.

Meeting note: H&H term contract in the works. This project may be able to utilize it. Wasilla Creek culvert was installed in 2012. Smaller Wasilla Creek culvert outlet is perched. Carnegie Creek will need coordination with ADF&G.

Maintenance: Assigned: Jeremy Thompson

The Matanuska-Susitna Borough will assume ownership of and maintenance and operations responsibility for the new separated pathway facility. MOA with MSB is required.

M&O involvement during the design process is anticipated to be minimal with plan review and coordination with design and construction.

Materials: Assigned: Allye Bridie

Geotechnical investigation may be needed to determine structural requirements for the pathway.

Assumed structural section: 2" Asphalt Pathway, 4" D-1, and 24" Borrow Type A.

Geotech exploration is expected to be off pathway drilling, and a visual inspection. We will need thawed conditions for this. We will need a map of the final alignment to guide our field work and evaluation.

Planning: Assigned: Kristina Huling

TAP Award 2023, STIP Need ID: 34241, Local Match 34%

Palmer Fishhook Road is CDS Route No. 137000, it is a non-NHS Route, and the Functional Class is listed as Rural Principal Arterial.

Meeting note: Adam Bradway will be Planner. Project will need to be included in MPO and TIP. Kristina will continue completing MOA.

Public Involv: Assigned: Consultant TBD

A consultant is anticipated to be hired to support PI efforts.

Right of Way: Assigned: Sarah Sommer

Project is within DOT&PF ROW. Assumed existing ROW width of 200 feet. Additional ROW may be needed.

ROW budget estimate of \$1M should be sufficient for the scope of this project with the contingencies breakdown I've included in that total.

Budget includes:

- Partial Acquisitions for road widening/cut slope areas etc. (Appraisals, Appraisers, Title, Staff-time, Negotiations etc.)
- Property Management (Encroachments, Personal Property, Staff-time)
- RWE Plan Set Reviews
- Contingencies (Legal, unforeseen issues, additional costs) - There's a lot of unknown with this project so I've included (20%) for contingency.

Meeting note: Encroachments will need to be evaluated. Survey to capture.

Survey: Assigned: Travis Test

We will plan on keeping the survey and mapping tasks for this project in house, especially if the design is also kept in house. If the design goes out to a consultant please include survey and mapping as a task that may be added by amendment to the design contract. This SSB is prepared with the expectation of a new ROW Base Map through the project corridor. Control, design, and ROW survey will be needed. A Survey Control Sheet will be prepared for the plan set after PS&E review. Pre-construction surveying and ROW Mapping may be necessary if permanent property acquisitions are made. A closeout survey will follow project construction.

We will plan this survey for our spring 2025 schedule, with the possibility of starting sooner if funding and availability allow. Our field survey will take up to 10 weeks with final survey deliverables available 4 to 6 weeks after. ROW Base Mapping is anticipated to begin in fall 2025.

Please budget \$450,000 in design money for all survey and ROW Engineering tasks for this project. This includes all survey prior to construction and the ROW Base Map. Please budget an additional \$75,000 in phase 4 monies for post construction survey. This estimate does not include any ROW mapping if permanent property acquisitions are needed. This estimate will be higher if survey and mapping tasks need to go to a consultant.

Meeting note: Will look for survey request upon funding. 200' of ROW in general. ROW Basemap is for 1960s. Would like to update ROW basemap if possible.

Traffic Data: Assigned: TBD

Traffic Design: Assigned: Roxanne Risse

Traffic Design is anticipating assisting with project reviews only.

Determine if any lighting needs relocation for trail alignment. Check SSD at intersections for peds and bikes. Recommend clearing to ROW. Add signing and reposition stop signs with stop bars per regional detail CR-T-01.20. Replace impacted stop sign assemblies that don't meet ATM/MUTCD requirements.

Consider using bike/ped wayfinding signing. Investigate if slope flattening would help remove guardrail barriers in conflict with trail alignment.

Traffic Safety: Assigned: Anna Bosin

No RR Crossings in project area.

The narrow shoulders on the existing 55 mph road does not provide a safe place for non-motorized users. This project is intended to improve non-motorized safety and connectivity.

Meeting note: Any roadway crossings should have lighting. When pathways are lower (than the roadway) it can make pathway users less visible. Also there are less drainage issues, less cracking, snow, etc. Non-motorized signing will be needed. Keep as far from the road as possible, and “high and dry”. Needs to be comfortable for pathway users. Consider geometry that discourages motorized use and high speed.

Utilities: Assigned: Jacques Neptune

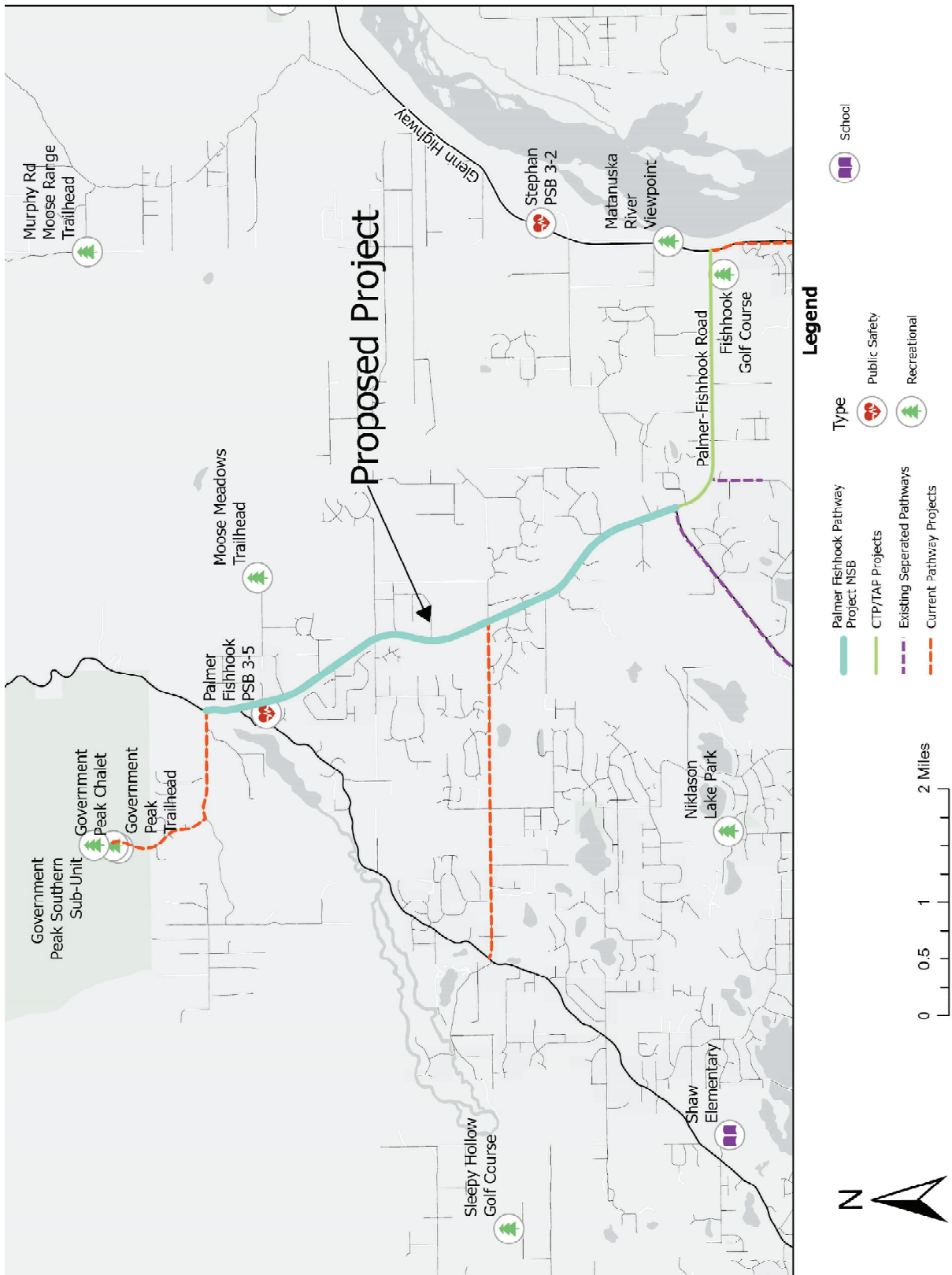
ENSTAR Natural Gas Company, LLC (ENSTAR) owns and operates 6-inch, 4-inch, 2-inch, 1-inch, 7/8-inch, and 5/8-inch plastic natural gas lines within the project area.

Matanuska Electric Association, Inc. (MEA) owns and operates overhead three phase (3Ø) powerlines and several single phase (1Ø) overhead crossings along the majority of the project area.

Matanuska Telecom Association, Inc. (MTA) owns and operates multiple overhead and underground copper and fiber optic lines within the project area. This estimate is informed by a non-exhaustive list of permit information.

**Mat-Su
Borough:** Brad Sworts

Meeting note: Heavy ATV traffic on west side of Palmer-Fishhook. May need to extend culvert to accommodate ATVs; there are issues with ATVs driving through creeks. May consider bollards to keep ATVs off path. Edgerton Parks Hwy reconstruction project has been awarded for construction. Need to coordinate with that project. Historical significance in question by PEB; it was not included in project scoring, however, the Borough does not object to historical signage. Tex-Al Drive has a small pond adjacent that may require drainage work. It is a Borough Road.



Attachment D

Attachment D

Palmer Fishhook Separated Pathway (TAP 2023)

Scope, Schedule, & Estimate

SCOPE:

Construct a paved non-motorized pathway adjacent to Palmer-Fishhook Road, extending from Trunk Road to Edgerton Parks Road. This project will include interpretive features/signs to showcase cultural and geographic features. State Transportation Improvement Program No. 6234.

STIP SCHEDULE from STIP Amendment 1 12/5/2024:

Phase	Phase Description	FFY25	FFY26	FFY27
2a	Design	\$751,822	\$ 0.00	\$ 0,000
2b	Design	\$0.00	\$385,949	\$0.00
3	Rights of Way	\$ 0.00	\$ 0.00	\$1,000,000
7	Utilities	\$ 0.00	\$ 0.00	\$ 0,000
4	Construction	\$ 0.00	\$ 0.00	\$ 0,000
	SUBTOTALS	\$751,822	\$385,949	\$1,000,000
			TOTAL	\$2,137,771

In-House Scoping ESTIMATE 9/30/2024:

Phase	Project Funding	Local Match 24.03%	Contingency %	Contingency Amount	Contingency Match	Total Local Match
Design	\$1,500,000	\$360,450	50%	\$750,000	\$180,225	\$540,675
Right of Way	\$1,000,000	\$240,300	50%	\$500,000	\$120,150	\$360,450
Utilities	\$2,100,000	\$504,630	15%	\$315,000	\$75,695	\$580,325
Construction	\$5,260,000	\$1,263,978	15%	included	included	\$1,263,978
TOTALS:	\$9,860,000	\$2,369,358		\$1,565,000	\$376,070	\$2,745,428

Total Local Match Required: \$2,745,428.00 (from CFHWY01216 In-House Scoping Final)

Local Match Paid to Date: \$0.00

Match to be paid by BOROUGH: \$2,745,428

MEMORANDUM OF AGREEMENT

Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

At the time of this agreement the DOT&PF In-House Scoping (attachment D) is the updated engineers' estimate and is used as the estimate of record for this agreement. Funding is subject to change. BOROUGH and the DOT&PF may amend this agreement by mutual consent.

MEMORANDUM OF AGREEMENT

Palmer-Fishhook Separated Pathway (TAP 2023), Match & Maintenance

Certificate Of Completion

Envelope Id: 59EDAD00-1F7A-40F4-AE1E-1E41E425C851

Status: Completed

Subject: Please complete with Docusign: Palmer-Fishhook Separated Pathway MOA

Source Envelope:

Document Pages: 34

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kristina Huling

AutoNav: Enabled

PO Box 110206

Envelopeld Stamping: Disabled

Juneau, AK 99811

Time Zone: (UTC-09:00) Alaska

kristina.huling@alaska.gov

IP Address: 158.145.14.56

Record Tracking

Status: Original

Holder: Kristina Huling

Location: DocuSign

6/30/2025 2:18:42 PM

kristina.huling@alaska.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: State of Alaska

Location: Docusign

Signer Events

Mike Brown

mike.brown@matsugov.us

Borough Manager

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:


9643AD1311AD42F...

Signature Adoption: Pre-selected Style
Using IP Address: 216.137.207.3

Timestamp

Sent: 7/1/2025 8:57:09 AM

Viewed: 7/1/2025 8:58:44 AM

Signed: 7/1/2025 9:00:31 AM

Electronic Record and Signature Disclosure:

Accepted: 7/1/2025 8:58:44 AM

ID: fdb5942d-9b98-4e66-bd9e-9db0448c3435

Company Name: State of Alaska

Sean Holland

sean.holland@alaska.gov

Regional Director

State of Alaska

Security Level: Email, Account Authentication
(None)

DocuSigned by:


24BDE35706F8421...

Signature Adoption: Drawn on Device
Using IP Address: 158.145.14.57

Sent: 7/1/2025 9:00:33 AM

Viewed: 7/1/2025 11:15:59 AM

Signed: 7/1/2025 1:24:30 PM

Electronic Record and Signature Disclosure:

Accepted: 6/25/2025 10:00:36 PM

ID: 464561c6-7183-482d-a643-1ae0be9752c5

Company Name: State of Alaska

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Ben White

ben.white@alaska.gov

State of Alaska

Security Level: Email, Account Authentication
(None)



Using IP Address: 158.145.14.52

Sent: 6/30/2025 2:22:33 PM

Viewed: 6/30/2025 2:22:58 PM

Electronic Record and Signature Disclosure:

Certified Delivery Events	Status	Timestamp
Accepted: 7/31/2023 9:12:36 AM ID: ea557601-5d82-47fc-aa1f-efaa9e0fe99c Company Name: State of Alaska		
Luke Bowland luke.bowland@alaska.gov State of Alaska Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 10.2.68.28	Sent: 6/30/2025 2:22:59 PM Viewed: 6/30/2025 2:25:28 PM
Electronic Record and Signature Disclosure: Accepted: 1/21/2025 8:15:55 AM ID: 16e55c95-0c40-4342-97dd-afe985bc70d5 Company Name: State of Alaska		
Tom Adams tom.adams@matsugov.us Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 216.137.207.3	Sent: 6/30/2025 2:25:28 PM Resent: 7/1/2025 8:45:55 AM Viewed: 7/1/2025 8:57:09 AM
Electronic Record and Signature Disclosure: Accepted: 7/1/2025 8:57:09 AM ID: 6b125a18-5141-4d74-ba10-d9f2724b64f3 Company Name: State of Alaska		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2025 2:22:33 PM
Certified Delivered	Security Checked	7/1/2025 11:15:59 AM
Signing Complete	Security Checked	7/1/2025 1:24:30 PM
Completed	Security Checked	7/1/2025 1:24:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read this Electronic Records and Signature Disclosure (ERSD). It concerns your rights regarding electronically undertaking, and the conditions under which you and the State of Alaska agree to electronically undertake, the transaction to which it relates (the “TRANSACTION”).

Consent to Electronically Undertake the TRANSACTION

You can electronically undertake the TRANSACTION only if you confirm that you meet the following requirements by selecting the box next to “I agree to use electronic records and signature” (the “AGREE BOX”):

1. you can fully access and have read this ERSD;
2. you can fully access all of the information in the other TRANSACTION records;
3. you can retain all of the TRANSACTION records in a form that you will be able to fully access for later reference;
4. you consent to undertake the TRANSACTION electronically; and
5. you are authorized to undertake the TRANSACTION. (Please note that falsely undertaking the TRANSACTION may subject you to civil liabilities and penalties and/or to criminal penalties.)

If you cannot or are not willing to confirm each of these five things, do not select the AGREE BOX.

Withdrawing Consent

If you select the AGREE BOX, you can withdraw your consent to electronically undertake the TRANSACTION at any time before you complete the TRANSACTION: simply do not finalize it. The only consequence of withdrawing your consent is that you will not finalize the TRANSACTION.

If you select the AGREE BOX, your consent will apply only to this TRANSACTION. You must separately consent to electronically undertake any other transaction with the State of Alaska.

Paper Option for Undertaking the TRANSACTION

You may undertake the TRANSACTION with the State of Alaska using paper records. (State of Alaska employees who want to undertake the TRANSACTION in paper should contact the agency responsible for the TRANSACTION.) Print the paper records on the website of the State of Alaska agency responsible for the TRANSACTION, or request them from the agency. The State of Alaska homepage is at <http://alaska.gov/>.

Copies of TRANSACTION Records

After completing the TRANSACTION but before closing your web browser, you should download the TRANSACTION records. Or you can download the records within 30 days after

completing the TRANSACTION using the link in the DocuSign email sent to the email address you used to complete the TRANSACTION. The State of Alaska will not provide a paper copy of the TRANSACTION records as part of the TRANSACTION. Under the Alaska Public Records Act (APRA), AS 40.25.100–.295, you can request a copy from the agency responsible for the TRANSACTION, but if too much time has passed, the agency may no longer have the records when you make your request. If required under the APRA, the agency will charge a fee.

Required Hardware and Software

For the minimum system requirements to electronically undertake the TRANSACTION, including accessing and thereby retaining the TRANSACTION records, visit <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. These requirements may change. In addition, you need access to an email account.

How to Contact the State of Alaska

To ask a question on this ERSD or the DocuSign document generated after you complete the TRANSACTION or on using DocuSign to electronically undertake the TRANSACTION, contact the Alaska Department of Administration at either of the following addresses:

State of Alaska
Department of Administration
550 West 7th Avenue
Suite 1970
Anchorage, AK 99501
Reference: DocuSign

doa.commissioner@alaska.gov
Subject: DocuSign

To ask any other question on the TRANSACTION records or to update the information for contacting you electronically, contact the State of Alaska agency responsible for the TRANSACTION using the contact information in the TRANSACTION records or, if those records contain no contact information, using the contact information on the agency's website. Again, the State of Alaska homepage is at <http://alaska.gov/>.