




SUBJECT: ACCEPTING AND APPROPRIATING \$2,064,750 FROM THE CITY OF HOUSTON; APPROVING SCOPE OF WORK AND BUDGET AND AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE CITY OF HOUSTON FOR KING ARTHUR DRIVE RECONSTRUCTION.

AGENDA OF: May 6, 2025

ASSEMBLY ACTION:

Adopted without objection. 05/20/25 - EMW

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator - Brad Sworts	<div>4/21/2025</div> <div>X </div> <div>Signed by: Brad Sworts</div>
Department Director	<div>4/22/2025</div> <div>X  T o m A d a m s , P E</div> <div>Signed by: Tom Adams</div>
Finance Director	<div>4/22/2025</div> <div>X  C h e y e n n e H e i n d e l</div> <div>Signed by: Cheyenne Heindel</div>
Borough Attorney	<div>4/22/2025</div> <div>X S h a n n o n B o d o l a y f o r N S</div> <div>Signed by: Shannon Bodolay</div>
Borough Manager	<div>4/22/2025</div> <div>X M i c h a e l B r o w n</div> <div>Signed by: Mike Brown</div>
Borough Clerk	<div>4/28/2025</div> <div>X L o n n i e M c K e c h n i e</div> <div>Signed by: Lonnie McKechnie</div>

ATTACHMENT (S) : Fiscal Note Yes x No ____
 Memorandum of Agreement (39 pp)
 Ordinance Serial No. 25-060 (2 pp)
 Resolution Serial No. 25-050 (2 pp)

SUMMARY STATEMENT:

King Arthur Drive is a major east-west transportation corridor located within the City of Houston that links the Parks Highway with North Anthony Road which accesses the Meadow Lakes Community. In August 2022, severe storms caused flooding resulting in damage to King Arthur Drive, including asphalt uplift and settling from high water overtopping the road. As a result of the damage the City of Houston requested funding to improve King Arthur Drive

from the Department of Military and Veterans Affairs. This grant required an agreement between the City of Houston and the Borough, outlining the responsibilities of each party.

In 2023 and 2024 Borough voters approved bond propositions for road projects that included the King Arthur Drive Reconstruction project. The Borough has allocated \$2,100,000.00 from the bond sales as the Local Match, to pair with the \$2,064,750.00 grant the City of Houston received for a combined \$4,164,750.00 to complete the project.

This legislation will authorize the Manager to execute the required agreement with the City of Houston, accept and appropriate the funding, and approve the scope of work and budget.


RECOMMENDATION OF ADMINISTRATION: Approve the legislation as presented.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: May 6, 2025

SUBJECT: **ACCEPTING AND APPROPRIATING \$2,064,750 FROM THE CITY OF HOUSTON; SCOPE OF WORK AND BUDGET AND AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE CITY OF HOUSTON FOR KING ARTHUR DRIVE RECONSTRUCTION.**

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$4,164,750.00	FUNDING SOURCE City of Houston/Bond Proceeds
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 430.000.000 3xx.xxx	PROJECT # 35474
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						
---------	--	--	--	--	--	--

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

FUNDING:


(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	4 164 8					
TOTAL	4 164 8					

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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MEMORANDUM OF AGREEMENT

BETWEEN MATANUSKA-SUSITNA BOROUGH AND THE CITY OF HOUSTON REGARDING KING ARTHUR DRIVE RECONSTRUCTION

The parties to this Agreement (hereafter Agreement) are the Matanuska-Susitna Borough (hereafter BOROUGH), a second-class Borough established under Alaska law, and the City of Houston (hereafter CITY). This Agreement is effective upon execution by the BOROUGH and the CITY.

WHEREAS, MSB 1.10.010(4) authorizes the BOROUGH and the CITY to enter into agreements, including those for cooperative or joint administration of any functions or powers with a local government, with the state, or with the United States; and

WHEREAS, King Arthur Drive is a major east-west transportation corridor located within the CITY that links Parks Highway and Meadow Lakes; and

WHEREAS, at the time of this Agreement, the King Arthur Drive right of way was dedicated to the public (BOROUGH) through platting and easements, however, the CITY has the responsibility for maintenance; and

WHEREAS, in August 2022, severe storms caused flooding in the CITY resulting in damage to King Arthur Drive, including asphalt uplift and settling because of high water over the road; and

WHEREAS, the CITY wants to improve King Arthur Drive; and

WHEREAS, in the 2023 regular BOROUGH election, voters of the BOROUGH approved Ballot Proposition No. 1 titled “50 Percent Match Borough Transportation Systems Projects Bonds” (Ordinance 23-077) including the Project titled as “King Arthur Drive Reconstruction: Parks Highway to No-Name Hill Drive”; and

WHEREAS, the BOROUGH’S bond contribution for the above project could not be issued to pay costs of the project unless matching funds of fifty percent (50%) were received from sources other than the bonds (Non-local Match Contribution); and

WHEREAS, Proposition No. 1 estimated the 50% of project cost to be Three Million Two Hundred Sixty Seven Thousand Five Hundred dollars (\$3,267,500); and

WHEREAS, in June 2024, Department of Military and Veterans Affairs (DMVA) through their Public Assistance Grant Program (PAGP) approved a grant award (No. AK-22-288) to the CITY in an amount not to exceed Two Million Sixty-Four Thousand Seven Hundred Fifty dollars (\$2,064,750) to repair King Arthur Drive between Parks Highway and N Rainee Street; and

WHEREAS, the DMVA grant did not provide the required Non-Local Match Contribution required by Ordinance 23-077; and

WHEREAS, in the 2024 regular BOROUGH election, voters of the BOROUGH approved Ballot Proposition No. B-4 titled “Borough Transportation Systems Projects Bonds” (Ordinance 24-070) including “King Arthur Drive Reconstruction”; and

WHEREAS, Ballot Proposition No. B-4 included Two Million One Hundred Thousand dollars (\$2,100,000) to be the Local Contribution to the CITY funds provided by the DMVA Grant; and

WHEREAS, the combination of Local and Non-Local contributions provides Four Million One Hundred Sixty-Four Thousand Seven Hundred Fifty dollars (\$4,164,750) to complete the Project; and

WHEREAS, the parties to this Agreement agree that the Project, between Parks Highway and No-Name Hill Drive, will repair, reconstruct and improve the roadway, including the flood-damaged segment; and

WHEREAS, bonds will be issued and appropriated to the Project by BOROUGH Assembly action anticipated in April 2025; and

WHEREAS, DMVA requires an Agreement between the CITY and the BOROUGH to outline the responsibilities of each entity upon award of DMVA funding to the City; and

WHEREAS, it is in the best interest of the public and interests of both the BOROUGH and CITY that the BOROUGH assume all responsibility for the Project’s Scope of Work as described below; and

WHEREAS, the parties desire to define responsibilities for the Project facilities and improvements owned by the BOROUGH and located within the CITY, that will be conveyed to the CITY upon substantial completion of the Project; and

WHEREAS, upon final completion of the Project, the CITY will accept transfer of title to rights of way and improvements and maintain King Arthur Drive from its intersection at Parks Highway to its intersection at N Anthony Road; and

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 reconstruct King Arthur Drive from Parks Highway to No Name Hill Drive including grading, drainage, signing, paving, shoulder widening, and structural section replacement. If feasible, pedestrian enhancements may be considered.
- b. The scope of the improvements for the Project being implemented under this Agreement shall be depicted within the drawings for the Project. Once the final Plans, Specifications and Estimate (PS&E) are approved for construction, the

PS&E will be incorporated into the Agreement. It is the intent of the parties the final PS&E will then be an Exhibit to this Agreement.

2. PLANNING, DESIGN AND CONSTRUCTION

- a. Within the limits of approved funding, the BOROUGH shall plan, design, and construct the Project as per current standards. It will provide all management, labor, material, and equipment necessary to construct the Project according to the provisions in the Project documents and plans. To the extent practicable, CITY standards and details will be incorporated for items maintained by the CITY.
- b. The CITY shall be provided with an opportunity to participate in all phases of development, including status meetings, design reviews and decisions that may affect technical aspects or cost of the Project.
- c. BOROUGH Responsibilities
 - i. Ensure funds used for the Project are expended in accordance with applicable 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. 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 CITY for comment prior to advertising. A CITY representative shall be invited to participate on all proposal evaluation committees.
 - vi. Design and construction services may be completed by a third party.
 - vii. Execute and manage any professional service agreements, as necessary.
 - viii. Keep CITY point-of-contact informed of the Project status.
 - ix. Staff time and expenses may be charged to the Project.
 - x. Include the CITY in review assembly distributions.
 - 1. The CITY will be given opportunity to review and comment on design and contract documents at the 75 percent "Plans-in-Hand (PIH) Review" and the 95% percent "PS&E Review".
 - 2. The CITY shall be provided 30 days to review and comment on the design documents at each milestone. The BOROUGH will

consider written requests for additional time submitted by the CITY.

3. Written comments will be adjudicated to the satisfaction of all parties before advancing to the next project milestone.
 - xi. Upon completion of changes from the PS&E review, the Final PS&E will be submitted to BOROUGH Purchasing Division to establish the bid advertising period.
 - xii. Submit each proposed change order to the CITY for review and comment before the work covered by the change order begins. Note if approval might result in a change to work performed on the portion of the Project funded by the CITY's Non-Local Contribution for the Project.
- d. CITY Responsibilities
- i. Establish a single point-of-contact with sufficient authority and responsibility to communicate to BOROUGH on all decisions or notifications required by this Agreement.
 - ii. Participate with BOROUGH on all decisions required by this Agreement.
 - iii. Ensure compliance with all DMVA funding requirements.
 - iv. Timely process BOROUGH invoices and submit to DMVA for cost reimbursement on behalf of the BOROUGH for all work performed on the segment of roadway damaged by flooding.
 - v. Participate with BOROUGH during Substantial and Final Completion inspections to ensure the project is built to the CITY's satisfaction.

3. MAINTENANCE AND OPERATIONS

- a. The BOROUGH's maintenance responsibilities for the Project will begin when a notice to proceed is issued by the BOROUGH to the contractor. The BOROUGH's responsibility will end upon issuance of Substantial Completion
 - i. "Substantial Completion" means a formal Letter of Substantial Completion issued by BOROUGH Public Works Department. 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 or pathway, permanent signing and marking, guardrail and other traffic barrier safety appurtenances, utilities, and lighting work is complete.

- b. The CITY agrees to resume maintenance responsibilities for the Project commencing on the date Substantial Completion is formally established.
- c. The CITY may enter contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the CITY.
- d. Maintenance during winter shutdown.
 - i. If a winter shutdown is required prior to achieving Substantial Completion, the CITY will assume responsibility for, and will undertake, all reasonable and necessary winter maintenance with respect to the Project.
 - ii. Prior to accepting winter maintenance responsibilities, the CITY 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. BOROUGH and/or its contractor will either perform corrective work to correct the identified hazards to the satisfaction of the CITY or accept the risk that damage may result in those areas notwithstanding the exercise of reasonable care by the CITY or its winter maintenance personnel.
 - iii. This provision does not relieve the CITY and its winter maintenance personnel from responsibility for damage to the Project resulting from the negligence, gross negligence or intentional misconduct occurring in connection with winter maintenance activities.

4. FUNDING

- a. The BOROUGH's sole financial participation in the planning, design, and construction of the Project is the funding approved by Ballot Proposition No. B-4 as stated with this Agreement.
- b. The CITY agrees the DMVA contribution is intended to provide a Non-Local Contribution as required for the Project.
- c. The CITY agrees to facilitate the use of DMVA funding to reimburse the BOROUGH for all work that is performed on the segment of the road damaged by flooding.
- d. Until the DMVA grant funding is fully utilized, the BOROUGH will submit progress payment requests monthly, and the CITY will review and submit to DMVA for reimbursement on behalf of the BOROUGH. Billing back up documentation will not be required but will be made available by the Borough should an audit be requested.

- e. The CITY agrees to review progress payment requests and provide any questions to the BOROUGH within 10 calendar days of receiving the progress payment request. The BOROUGH shall answer all questions in writing, submit all requested backup information, and submit a revised progress payment request. The CITY will review the progress payment request as stated above and the process will be repeated until there are no questions. Once there are no questions on the progress payment request, but no later than 45 days from the date of receipt, the CITY shall process the progress payment request for payment and submit to DMVA for reimbursement on behalf of the BOROUGH.
- f. The BOROUGH shall submit a quarterly status and expenditure report to the CITY. The first report shall be due at the end of the quarter in which the agreement has been executed, and a subsequent report shall be due every three months thereafter until project completion (i.e., after acceptance by the CITY that the BOROUGH has completed its requirements under this Agreement).
- g. The parties agree the DMVA contribution is limited to that stated above. In the event there are construction cost overruns or construction claims related to the repair segment of the project, the CITY, in its sole discretion, will consider whether to collaborate and seek additional funding from DMVA for the portion of the project that was damaged from flooding. Whether additional funding is pursued through DMVA or not, the parties will work together to fund any cost overruns or construction claims related to the portion of the project damaged by flooding.
- h. These provisions on DMVA contribution are not meant to limit the BOROUGH or the CITY from providing additional funding at their sole discretion.
- i. The BOROUGH, upon completion of the Project, shall provide the CITY with the final expenditure report, certified by the BOROUGH, of all costs incurred in the accomplishment of the Project. Upon receipt of the final expenditure report, the CITY, within 30 days, will submit the final payment to DMVA for reimbursement on behalf of the BOROUGH.
- j. The BOROUGH recognizes that AAC 45.010 Audit Requirements establishes specific audit requirements for agreements executed after August 1, 1985. The CITY will agree to provide the BOROUGH notice of any additional audit requirements that apply, and the BOROUGH agrees to be subject thereto. The CITY is permitted to audit, at its discretion, the project upon written project completion notification by the BOROUGH. The BOROUGH shall maintain all project records for no less than three (3) years after CITY makes final payment.
- k. The CITY shall have no claim against the BOROUGH for cost overruns or if the available funding is not adequate to complete the Project.

- l. Any withdrawal or inability of the CITY to provide the minimum Non-Local Contribution shall result in the BOROUGH not advancing the Project to its subsequent phase.
- m. The parties agree to comply and shall require compliance by any contractor with all applicable local, state, and federal codes, statutes, and regulations. This specifically includes any laws relating to civil rights.
- n. The BOROUGH shall ensure that none of the funds paid to it under this Agreement will be used by the Borough for the purposes of lobbying activities before the Alaska State Legislature.

5. GUARANTEES AND WARRANTIES

- a. The BOROUGH shall administer such warranties and guarantees as are provided in the construction plans and specifications for the Project for a period of 1 (one) year from the date of the Letter of Substantial Completion issued by the BOROUGH. The BOROUGH and the CITY shall notify each other in writing upon discovery of any failure or defect covered by the Project.

6. TITLE TRANSFER

- a. Upon completion of the Project, BOROUGH shall execute, and the CITY shall accept, a quitclaim deed that conveys all of BOROUGH's right, title, and interest in the portions of the project designated for ownership by the CITY, including King Arthur Drive from its intersection at Parks Highway to its intersection at N Anthony Road.

7. INCORPORATION CLAUSE

- a. The BOROUGH shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable manuals and guidelines, including those provisions that would apply to the CITY if the CITY 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.

8. INDEMNIFICATION

- a. To the maximum extent allowed by law, the CITY 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 this Agreement or relating to the obligations assigned or work performed under this Agreement, including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties.

- b. Notwithstanding the foregoing, the CITY shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:
 - i. Claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion;
 - ii. Claims for personal injury, death, property damage alleging a negligent act or omission by one of the Indemnified Parties and arising from incidents occurring less than one year from the date of Substantial Completion, or expiration of the Warranty period, whichever is less.

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, due to changed circumstances, the CITY or the BOROUGH wishes to terminate this Agreement prior to completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date.
- b. If the CITY is the primary cause of the cancellation of any professional services, consultant or construction contracts entered into by the BOROUGH, the CITY shall be responsible for those costs not accepted for reimbursement by the DMVA and any other costs or expenses incurred by the BOROUGH in the Project to the date of cancellation or related to finalizing cancellation and Project termination that related to the work performed on the segment of the road damaged by the flooding.
- c. If the BOROUGH is the primary cause of the cancellation, the BOROUGH shall bear those costs not accepted for reimbursement by the DMVA and any other costs or expenses incurred by the BOROUGH in the Project to the date of cancellation or related to finalizing cancellation and Project termination.
- d. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the CITY 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 DMVA, amounts the DMVA expects to be reimbursed for, and any other costs or

expenses incurred by the BOROUGH in the Project to the date of cancellation or related to finalizing cancellation and Project termination.

- e. 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

- i. This Agreement may only be modified or amended by written agreement signed by the authorized representatives for both Parties.
- ii. The failure of any party to this Agreement to insist in any one or more instances upon strict performance by any other party of any provision or covenant in this Agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by a party of any provision or covenant in this Agreement cannot be enforced or relied upon by another party unless the waiver is in writing and signed.

b. The Whole Agreement

- i. 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

- i. Without the written consent of the BOROUGH, this Agreement is not assignable by the CITY, either in whole or in part.

d. Third Parties and Responsibilities for Claims

- i. 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

- i. The BOROUGH agrees to provide reasonable access to the Project and to relevant Project records, to any authorized representatives of the CITY 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

- i. In the event that any election, referendum, 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 and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

g. Joint Drafting

- i. 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

- i. The CITY is not an intended beneficiary of any contracts between the BOROUGH 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. Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:

CITY: Mayor's Office
City of Houston
PO BOX 940027
Houston, AK 99694

BOROUGH: Tom Adams, PE, Director
Public Works Department
Matanuska-Susitna Borough
350 E Dahlia Avenue
Palmer, AK 99645-6488

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

CITY OF HOUSTON

Dated: _____

By: _____

Carter Cole, Mayor

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by [person], who is Mayor for the City of Houston, an agency established under Alaska law, on this ____ day of _____, 20____.

Notary Public, State of Alaska

My commission expires: _____

MATANUSKA-SUSITNA BOROUGH

Dated: _____

By: _____

Mike Brown, Manager

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by [person], who is Manager of the Matanuska-Susitna Borough, a second-class Borough established under Alaska law, on this ____ day of _____, 20____.

Notary Public, State of Alaska

My commission expires: _____

Attachments:

Attachment A – TIP24 Fact Sheet

Attachment B – DMVA Project Worksheet (No. 824, dated 3/18/2024)

Attachment C – DMVA Obligating Award Document for PAGP (dated 6/10/2024)

Attachment D - DMVA Obligating Award Document - Time Extension Approval Letter

Attachment E - DMVA Obligating Award Document for PAGP (dated 6/10/2024) with Time Extension

Attachment F - Final PS&E Assembly (will be added upon project completion)

King Arthur Drive Reconstruction

Assembly District: 7

Road Service Area: City of Houston

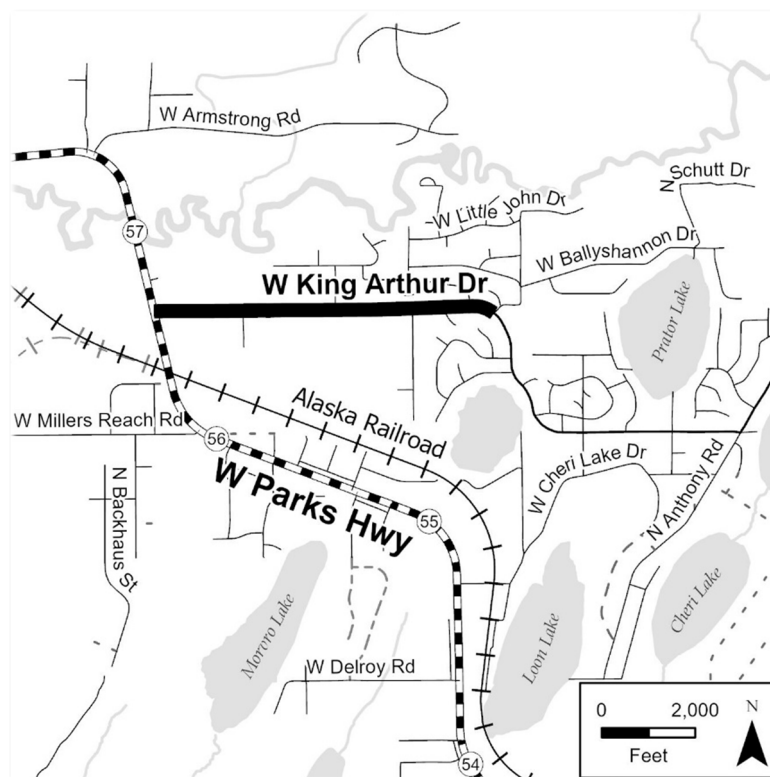
Description: Reconstruct King Arthur Drive from Parks Highway to No Name Hill Drive including grading, drainage, signing, paving, shoulder widening, and structural section replacement. This corridor is a major east-west link between the Parks Highway and Meadow Lakes, an area experiencing significant growth. King Arthur Drive experienced substantial flooding in 2022 causing significant roadway damage. FEMA will be providing funding to help cover reconstruction of the flood damaged segment.

Purpose: Enhance pedestrian and vehicle safety, increase reliability of transportation system.

OSHP 2022 Classification: Major/Minor Collector

Estimated Total Cost: \$2,100,000

Phase	2025	2026	2027	2028	2029
Preliminary Engineering	\$105,000				
Design	\$210,000				
Right-of-Way					
Utilities	\$105,000				
Construction		\$1,680,000			
Year Totals:	\$420,000	\$1,680,000			



Note: This Fact Sheet was included as an exhibit to the Borough's TIP24 package of projects and represents the Borough's funding commitment to the project.

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT PROJECT WORKSHEET						
STATE DECLARATION NUM / DISASTER NAME AK-22-288, 2022 August MatSu Flooding			DATE 3/18/2024		CATEGORY C	PROJECT WORKSHEET NO. 824
DAMAGED FACILITY King Arthur Rd		WORK COMPLETE AS OF: 3/18/24 : 0 %			TAX ID NO. (and/or) EIN NO. 92-0049711	
APPLICANT City of Houston			BOROUGH Matanuska Susitna Borough			
LOCATION King Arthur between Seward Hwy & Rainee					LATITUDE 61.621111	LONGITUDE 149.797519
Was this site previously damaged			YES	NO	UNSURE	x
DAMAGE DESCRIPTION AND DIMENSIONS On August 8, 2022, severe storms caused flooding in the City of Houston resulting in road damage. 1/2 mile of King Arthur Dr experienced asphalt uplift and settling as a result of high water over the road.						
<p>SCOPE OF WORK</p> <p>King Arthur Drive is a Capped Project (SEE Director Fisher's March 11, 2024 Appeal Decision). According to The City of Houston, this project will also be an Improved project. The city is responsible for completing all repairs to King Arthur Drive under the State Disaster Assistance Program funding to at least the pre-disaster condition.</p> <p>The not-to-exceed amount in Director Fisher's determination may be reduced by other factors, including actual costs, work, and reimbursement eligibility factors as the scope of work is developed and agreed upon, and Invoices and other documentation are received by our program team.</p> <p>Applicant must comply with all Federal, State, and local laws, statutes, regulations, and ordinances, to include all procurement and permitting requirements.</p>						
Does the scope of work change the pre-disaster conditions at the site?					N	
Special Considerations Issues included?					N	
Is there insurance coverage on this facility?					N	
Hazard Mitigation proposal included?					N	
PROJECT COST						
ITEM	VER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	0	Capped Project	LS	1	\$ 2,064,750.00	\$ 2,064,750.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
TOTAL COST					\$ 2,064,750.00	
PREPARED BY: Angela Lacina				TITLE: SPAO		

I agree to only perform work activities and seek reimbursement for the activities contained within the "Scope of Work" above.

Applicant's Signature:



Printed Name/Date: Carter Cole

DHS&EM Signature:

Printed Name/Date: Angela Lacina

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT SPECIAL CONSIDERATIONS QUESTIONS			
1. APPLICANT'S NAME		2. TAX ID / EIN	
City of Houston		92-0049711	
3. DATE		3/18/2024	
4. PROJECT NUMBER		5. LOCATION	
824		King Arthur between Seward Hwy & Rainee	
Form must be filled out—for each project.			
1. Does the damaged facility or item of work have insurance and/or is it an insurable risk? (e.g., buildings, equipment, vehicles, etc.)			
Yes	No	Unsure	COMMENTS:
	X		
2. Is the damaged facility located within a floodplain or coastal high hazard area, or does it have an impact on a floodplain or wetland?			
Yes	No	Unsure	COMMENTS: Known Floodplain
X			
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?			
Yes	No	Unsure	COMMENTS:
	X		
4. Will the proposed facility repairs/reconstruction change the pre-disaster condition? (e.g., footprint, material, location, capacity, use or function)			
Yes	No	Unsure	COMMENTS:
	X		
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?			
Yes	No	Unsure	COMMENTS: not applicable
	X		
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?			
Yes	No	Unsure	COMMENTS:
	X		
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?			
Yes	No	Unsure	COMMENTS:
	X		
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?			
Yes	No	Unsure	COMMENTS:
	X		
9. Are there any other environmentally or controversial issues associated with the damaged facility and/or item of work?			
Yes	No	Unsure	COMMENTS:
	X		
10. Will any work be conducted on beach (Estuaries and/or Coastal) areas?			
Yes	No	Unsure	COMMENTS:
	X		
11. Are there any identified village or tribal sites of concern (active and/or passive use) in the vicinity of the damaged facility and/or item of work?			
Yes	No	Unsure	COMMENTS:
	X		

DHS&EM FORM 30-120

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT				
PROJECT WORKSHEET				
DECLARATION NO. AK-22-288, 2022 August MatSu Flooding	PW NO. 824	TAX ID / EIN 92-0049711	DATE 3/18/2024	CATEGORY C
DAMAGED FACILITY King Arthur Rd			WORK COMPLETE AS OF: 3/18/2024 : 0 %	
APPLICANT City of Houston		BOROUGH Matanuska Susitna B	PROJECT TITLE Road Repair	
LOCATION King Arthur between Seward Hwy & Ralnee			LATITUDE 61.621111	LONGITUDE 149.797519
CONTINUATION PAGE				
DAMAGE DESCRIPTION AND DIMENSIONS				
PREPARED BY:	Angela Lacina	TITLE:	SPAO	
APPLICANT:	Carter R Cole City of Houston	TITLE:	Mayor	

PAGE OF

SCOPE OF WORK DETAILED ON THIS ESTIMATE SHEET:

ITEM OR SITE NUMBER	DESCRIPTION	QUANTITY	UNIT OF MEAS.	UNIT COST	TOTAL COST
------------------------	-------------	----------	---------------	-----------	------------

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

APPLICANT'S BENEFITS CALCULATION WORKSHEET

APPLICANT: City of Houston
DISASTER NUMBER: AK-22-288, 2022 August MatSu Flooding
P.A. ID: 92-0049711
PROJECT NUMBER: 824

TOTAL PAYROLL IN DOLLARS

	DOLLARS & HOURS		REGULAR TIME %		OVERTIME %
Holidays		/ 2080 =	0.00%		
Vacation Leave		/ 2080 =	0.00%		
Sick Leave		/ 2080 =	0.00%		
* Social Security			6.20%	*	6.20%
* Medicare			1.45%	*	1.45%
* Unemployment		/ total payroll =		*	
* Worker's Comp		/ total payroll =		*	
** Retirement		/ total payroll =		**	
Health Benefits		/ total payroll =			
Life Insurance Benefits		/ total payroll =			
Total (In % of annual salary)			7.65%		7.65%

(FIGURES IN YELLOW AUTOMATICLY "GO" TO THE FORCE ACCOUNT LABOR SHEETS)

I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.

CERTIFIED: _____

Carter Cole

TITLE: Mayor

DATE: 3/18/2024

* Only categories for overtime fringe benefits.

** Only when supported by employee contract

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

HAZARD MITIGATION PROPOSAL (HMP)

APPLICANT City of Houston	PROJECT NUMBER 824	CATEGORY C	DATE 3/18/2024
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SCOPE OF MITIGATION WORK:

ESTIMATE OF WORK

FEMA COST CODE	MATERIAL AND/OR DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
		NET TOTAL COST-----> (IN ADDITION TO PROJECT WORKSHEET TOTAL)			\$ -

PREPARED BY: Carter Cole TITLE: Mayor

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT				
PROJECT WORKSHEET - Photo Sheet				
DECLARATION NO.	PROJECT NO.	TAX ID / EIN	DATE	CATEGORY
AK-22-288, 2022 August MatSu Floo	824	92-0049711	3/18/2024	C
APPLICANT		BOROUGH		
City of Houston		Matanuska Susitna Borough		

DHS&EM FORM 80-81D



DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
Obligating Award Document for
PUBLIC ASSISTANCE GRANT PROGRAM (PAGP)

PAGP Grant No. AK-22-288

Date of Disaster Declaration 08/30/2022

1. Project Worksheet # 0824	2. Category C	3. U.E.I. # HLG6MBNHV9F4	4. Award <input type="checkbox"/> Amendment <input type="checkbox"/> Amendment Number	5. Employer Tax ID # 92-0049711										
6. Applicant Name and Address City of Houston PO Box 940027 Houston, AK 99694			7. Issuing Office and Address Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750 http://www.ready.alaska.gov											
8. PW Obligation Date 03/18/2024			Method of Payment: Electronic											
9. Purpose of Award/Amendment: Initial Award AND Time Extension														
10. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions)														
<table> <tr> <td>Total Approved Amount:</td> <td>\$ 2,064,750.00</td> </tr> <tr> <td>Total Awarded Amount:</td> <td>\$ 2,064,750.00</td> </tr> <tr> <td>Federal Share:</td> <td>\$ 0.00</td> </tr> <tr> <td>State Share:</td> <td>\$ 2,064,750.00</td> </tr> <tr> <td>Applicant Share:</td> <td>\$ 0.00</td> </tr> </table>					Total Approved Amount:	\$ 2,064,750.00	Total Awarded Amount:	\$ 2,064,750.00	Federal Share:	\$ 0.00	State Share:	\$ 2,064,750.00	Applicant Share:	\$ 0.00
Total Approved Amount:	\$ 2,064,750.00													
Total Awarded Amount:	\$ 2,064,750.00													
Federal Share:	\$ 0.00													
State Share:	\$ 2,064,750.00													
Applicant Share:	\$ 0.00													
See attached: Approved PAGP Project Worksheet Grant Performance Period: 08/30/2022 through 09/30/2024														
11. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements)														
The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. (GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c))														
12. Project Award Title: King Arthur Dr.														
13. Applicant is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 7, within 30 days from the date in Block 17.														
14. DHS&EM Project Manager: Printed Name of SPAO: Angela Lacina			Phone: (907) 428-7076 Fax: (907) 428-7009 Email: angela.lacina@alaska.gov											
15. Signature of Jurisdiction Project Manager: Printed Name: Tani Schoneman			Phone: 907-892-6869 Fax: Email: tschoneman@houston-ak.gov											
16. Signature of Jurisdiction Chief Financial Officer: Printed Name: Samantha Jones			Phone: 907-892-6869 Fax: Email: sjones@houston-ak.gov											
17. Signature of Jurisdiction Signatory Official: Printed Name and Title: Carter Cole, Mayor			Date: Phone: 907-892-6869 Fax: Email: ccole@houston-ak.gov											
18. DHS&EM Signatory Official: William A. Dennis Alternate Governor's Authorized Representative			Date: 6-10-24 Phone: (907) 428-7000 Fax: (907) 428-7009 Email: bill.dennis@alaska.gov											

Turn over to complete instruction acknowledgement.

Grant Award Instructions

As a Applicant, you are only entitled to costs that are eligible. All eligible work must conform to the Scope of Work as specified in the applicable Project Worksheet (PW). Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work.

All Emergency Work PWs (Category A and B: "Emergency Work") must be complete six months from the date of the Disaster Declaration. All Permanent Work PWs (Categories C-G, "Permanent Work") must be complete 18 months from the date of the Disaster Declaration. If more time is required, contact your Division Representative before the associated deadline to request a Time Extension. Ample justification is required for approval of any Time Extension Request.

Please carefully review the Damage Description and Dimensions, Scope of Work, and Cost Estimate. If you do not agree with the PW as written, or determinations regarding project eligibility, Scope of Work, time limits, funding, or other determinations, an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this Award. Please attach all pertinent documentation supporting your appeal and mail to:

Bryan J. Fisher, Director
Division of Homeland Security
and Emergency Management
PO Box 5750
JBER, AK 99505

Failure to follow these guidelines will jeopardize project funds and may impact future disaster assistance. Additional PWs pending approval will be transmitted in future correspondence. Please review all PWs and ask us about pending PWs to ensure all damaged sites or facilities are identified.

As the Authorized Representative of the City of Houston,
I have reviewed these instructions and acknowledge our appeal rights and responsibilities under the
Public Assistance Program.

Carter Colo, Mayor
Printed Name and Title of Authorized Representative


Signature

7/20/24
Date

DISASTER PUBLIC ASSISTANCE GRANT (General Requirements)

AK-22-288

Disaster #

2022 August MatSu Flooding

Title of Disaster

0824

PW #

- (A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Performance Progress Reports* are due.
- (B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).
- (C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- (D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from federal, state or local agencies, and each award is accounted for separately.
- (E) The jurisdiction shall comply with Federal and State Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166. The jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) 44 Code of Federal Regulations (CFR) Emergency Management and Assistance, Part 9 Floodplain Management and Protection of Wetlands. The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, Fly America Act of 1974, sub grantees who collect Personally Identifiable Information (PII) are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.
- (F) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subgrantees of less than \$25,000.00 or fewer than 50 employees.
- (G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- (H) It is the responsibility of the jurisdiction as the subgrantee of these state funds to fully understand and comply with the requirements of:
- Administrative requirements
[2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for State Awards](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 - Cost Principles
[2 CFR Part 200 Subpart E Cost Principles](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 - Audit Requirements
[2 CFR Part 200 Subpart F Audit Requirements](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 - State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within nine months after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
 - Sub grantees identified as "non-compliant" by the Alaska Dept of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the sub grantee
 - Sub grantee will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept of Administration, Division of Finance, Single Audit Coordinator

3. Sub grantee will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
4. DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
5. Performance periods will not be extended due to a sub grantee's failure to comply with Single Audit requirement.
6. Payments made in error to sub grantees that are either "overdue" or "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.

4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in AS 36.5 - 98, - Public Contracts. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the PA program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.

Debarred/Suspended Vendors. As required by AS 36.30.635 - 36.30.655, Debarment and Suspension. The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of State benefits by a State court, or voluntarily excluded from covered transactions by any State department or agency;
2. Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Duplication of Benefits
State of Alaska Administrative Plan for State Declared Disasters

6. Authority - AS 26.23, *State Disasters*

d. 7. State Requirements
Alaska State Procurement Code AS 36.30, AS36.30.005-.030
www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/followsa.dll/aac>
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

We certify we have read, understood, and accept the Grant Requirements, and Assurances and Agreements, in accordance with this Award.


Project Manager's Signature


Chief Financial Officer's Signature


Signatory Official's Signature

STATE DISASTER PUBLIC ASSISTANCE GRANT

AK-22-288

Disaster #

2022 August MatSu Flooding

Title of Disaster

0824

PW #

ASSURANCES AND AGREEMENTS

As a condition of receiving state disaster assistance, as indicated by the signature of the duly authorized representative of the applicant below, the applicant certifies and agrees as follows:

1. **Legal Authority.** The applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. *CM Initials*
2. **Eligible Work.** To the best of the applicant's knowledge and belief, the disaster relief work described on each Project Worksheet for which State financial assistance is requested is eligible. Repair work will not begin on projects that result in a significant change from pre-disaster configuration (i.e. different location, footprint, function or size) without State pre-authorization for proposed changes. Failure to obtain pre-authorization may result in a loss of funding for the entire project. *CM Initials*
3. **Cost Overruns.** If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made. Identify why there will be an overrun and include an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items. *CM Initials*
4. **No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance. *CM Initials*
5. **Regularly Appropriated Monies.** If the applicant is a State or local agency, the applicant certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds. *CM Initials*
6. **Insurance.** The Applicant accepts responsibility for acquiring any necessary liability insurance. The applicant also agrees to provide workers' compensation insurance as required by AS 23.30 for all employees engaged in work funded by the grant. The applicant shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by AS 23.30. With respect to any property to be replaced, restored, repaired or constructed with the disaster assistance, such types and extent of insurance will be obtained and maintained as may be reasonably available, adequate and necessary, to protect against future loss to such property prior to disaster Project Worksheet funds disbursement. *CM Initials*
7. **Bond Requirements.** Applicant agrees to require any contractor to comply, at a minimum, with the bond provisions specified in AS 36.25.010(a) and (b). *CM Initials*

8. **Permitting.** The applicant agrees to obtain all necessary permits to accomplish the approved Project Worksheet scope of work. Permits of this nature are an eligible expense. *CV Initials*
9. **Lands Easements, Rights-of-way.** The applicant agrees to provide without cost to the State all lands, easements, and rights-of-way necessary for accomplishment of the approved work and to obtain all necessary permits. *CV Initials*
10. **Floodplain Management.** The applicant will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands. *CV Initials*
11. **Equal Opportunity Employment.** The applicant may not discriminate against any employee of applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. *CV Initials*
12. **Wage Rates.** The applicant will comply with the applicable wage and hourly provisions of A.S. 36.05.010-110 (Alaska Little Davis-Bacon Act). *CV Initials*
13. **Audit Requirements.** State law mandates: An entity that receives State financial assistance with a cumulative total of \$750,000.00 or more during the entity's fiscal year, shall submit to the State coordinating agency, NLT nine months after the end of the audit period, an annual audit report covering the audit period. (See 2 AAC 45.010 Audit Requirements. *CV Initials*
14. **Barred/Suspended Vendors.** Ensuring contracted work or material purchases are not from state or federally barred sources or contractors. *CV Initials*
15. **FICA Exempt.** The applicant understands that under a State declaration of disaster emergency employees (temporary employees) hired for disaster projects are exempt from FICA withholding and that the employer is exempt from FICA contributions for these employees under 42 USC Section 410. *CV Initials*
16. **Grant Administration Procedures.** The applicant agrees to follow grant administration and accounting procedures required by the Department of Military and Veteran's Affairs, Division of Homeland Security and Emergency Management (DHS&EM) as set out in guidance and forms provided by DHS&EM. *CV Initials*
17. **Project Cost Eligibility.**
 - A. The eligibility of Project costs to be paid by state disaster assistance monies shall be determined solely by DHS&EM upon review of supporting documentation. Eligible costs must be reasonable and directly related to the approved project. *CV Initials*
 - B. Ineligible costs include but are not limited to: Bad debts and expenses of collection, lobbying expenses, organization membership fees, life insurance premiums, payment of fines or penalties, bonuses and commissions, entertainment expenses, travel expenses for activities not directly connected with the project, any litigation expenses, counsel fees and settlements arising from the project, interest-including the cost of financing or refinancing. *CV Initials*
 - C. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. Project contracts must be competitively bid. *CV Initials*

18. **Project Operation and Maintenance.** The applicant will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable State and local agencies for maintaining and operating such facility. *CM Initials*
19. **Project Standards.**
- A. The applicant will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications. *CM Initials*
 - B. The applicant will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and usable by the Physically Handicapped," Number A117.1-1961, as modified (41CFR §101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor. *CM Initials*
 - C. The applicant will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation. *CM Initials*
 - D. The applicant will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used in conformity with applicable codes, specifications and standards and take appropriate action to mitigate such hazards, including safe land use and construction practices. *CM Initials*
20. **Project Completion Timelines Progress Reports.** The applicant will commence work on the project within a reasonable time after receiving notification from the Division of Homeland Security & Emergency Management that the project worksheet(s) have been approved and will ensure that work on the project proceeds to completion with reasonable diligence. The applicant will furnish quarterly progress reports for all large and small projects and any other reports as required by DHS&EM. *CM Initials*
- A. The applicant must complete all work associated with the Project Worksheet. If work is not completed, the applicant will be required to return all State funding. *CM Initials*
 - B. Failure to submit required reports and documentation will result in de-obligation of the Project worksheet, and the applicant will be required to return all State funding. *CM Initial*
21. **Documentation.** The State requires that applicant/subgrantee to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated with the Project Worksheet. See State Public Assistance Administrative Plan for details. *CM Initials*
22. **Access To Records** The applicant will give DHS&EM access and the right to examine all books, records, papers, or documents related to the state disaster assistance money for a period of not less than three years after project completion or until the resolution of any final audit findings whichever is longer. *CM Initials*
23. **State Right of Enforcement.** These assurances and agreements are given in consideration of, and for the purpose of obtaining any and all state grants, loans, reimbursements, advances, contracts, property, discounts, or other disaster related financial assistance. The applicant acknowledges and agrees that such State financial assistance is extended in reliance on the representations and agreements made in this assurance and that the State shall have the right

to seek judicial enforcement of these assurances and agreements.

CM Initials

24. **Assurances and Agreements Binding on Applicant's Successors, Transferees, and Assignees:** These Assurances and Agreements are binding on the applicant, its successors, transferees and assignees. CM Initials
25. **Waiver of Sovereign Immunity.** If the applicant is an entity that possesses sovereign immunity, it agrees that it shall be subject to suit for actions arising out of the project activities in the same manner, and to the same extent, as any person and shall not be immune nor exempt from any administrative or judicial process, sanction or judgment. If the applicant is an entity that possesses sovereign immunity and it has not been waived by statute, the applicant shall provide the Division of Homeland Security & Emergency Management with a resolution of its governing body waiving sovereign immunity. CM Initials
26. **Applicable Law.** This agreement is to be construed according to the laws of the State of Alaska. 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 Anchorage. CM Initials
27. **Hold Harmless.** The applicant agrees to indemnify and hold harmless the State of Alaska and the United States and their officers, agents, and employees from any and all claims, damages, losses and expenses, including attorney's fees and costs, arising directly or indirectly out of any aspect of the projects and funding set forth and described in this application. The application is not required to indemnify the State of Alaska or the United States for their sole negligence. CM Initials
28. **Compliance with Laws.** The applicant agrees to comply with all federal, state, and local laws and regulations applicable to this grant or the projects funded by the grant including but not limited to statutes, policies, guidelines and requirements, as applicable. CM Initials
29. **Nonwaiver.** The failure of the State at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereto or the right of the State to enforce each and every provision hereof. CM Initials
30. **Severability.** If any article, section, provision, or clause of this agreement should be adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall remain in full force and effect as if such article, section, provision, or clause, or any part so adjudicated to be invalid had not been included herein. CM Initials
31. **Project Worksheet (PW).** Please carefully review the Damage Description and Dimensions, Scope of Work and Cost Estimate. If you do not agree with the PW as written or determinations regarding project eligibility, scope of work, time limits, funding, or other determinations an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this award package. Please attach related documentation supporting the appeal to your request. Address the appeal to: Mr. Paul L. Nelson; Division of Homeland Security & Emergency Management; P.O. Box 5750; JBER, Alaska 99505. CM Initials
32. **Project Worksheet Category Time Limitations.** All Emergency Work PW's (Category A – Debris Removal and Category B – Emergency Protective Measures) work must be completed (6) six months from the date of the disaster declaration. All Permanent Work PW's (Category C through G) work must be completed 18 months from the date of the disaster declaration. If more time is required contact your Division representative before the

associated deadline to request a time extension. Ample justification is required for approval of any time extension request. *CR Initials*

33. **Obligated Project Worksheet (PW).** Funds are available to reimburse eligible costs once required forms are signed and returned. As a sub-grantee, you are only entitled to costs that are eligible. All eligible work must conform to the scope of work as specified in the PW. Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work. *CR Initials*
34. **Amendments.** Amendments to approved project amounts, project scope, or to the other provisions of this agreement are required to be in writing and shall be executed by the authorized representatives of the parties. Prior written approval is required for (1) Any budget revision which would result in the need for additional funds, (2) A change in the scope of the approved project. *CR Initials*
35. **Retention of Records.** The applicant agrees to retain records and supporting documentation for three years after closeout of their last Project Worksheet for this disaster. *CR Initials*
36. **Quarterly Reports.** DHS&EM Form 30-60 is required from the quarter of obligation until project is closed out. *CR Initials*

As the authorized representative of City of Houston, I have reviewed this agreement and agree to comply with its provisions as a condition of receiving disaster grant assistance.

Carter R. Cole

Printed name and title of Authorized Representative

Carter R. Cole

Signature

7/26/2020

Date



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

April 16, 2025

Carter Cole, Mayor
City of Houston
PO Box 940027
Houston, AK 99694

RE: Obligating Award Document Amendment – Time Extension Approval
Disaster: AK-22-288, 2022 August Matanuska-Susitna Flooding
Applicant: City of Houston
Project Worksheet: 0824

Mayor Cole:

This letter is in response to the City of Houston's August 2024 and March 2025 correspondence requesting a time extension for completion of work under AK-22-0288, 2022 August Matanuska-Susitna Flooding for Project Worksheet (PW) 0824. Your time extension has been approved, and the completion deadline is extended to September 1, 2027. When the work is completed, you have 90 days from the work completion date to submit your closeout documentation. You are encouraged to complete the required work for this project as soon as possible, but no later than the extension date.

If you are unable to complete the work under this PW by the extended deadline, an additional time extension request must be submitted prior to the extended deadline.

Enclosed is the amended Obligating Award Document (OAD) for PW 0824. The OAD reflects an extension of the Work Performance Period. The remainder of the document is consistent with the previously awarded version.

Please collect all required signatures and return the signed form to our office within two weeks of the date of receipt of this letter by fax, mail or email.

Note the OAD form requires three subrecipient signatures on the front page plus one sub-recipient signature on the back page.

No payments will be processed until we receive the signed form.

Mayor Cole
April 16, 2025
Page 2 of 2

If you have any questions, please contact Terry Kurth at (907) 428-7050 or by email at terry.kurth@alaska.gov.

Sincerely,



Tiffany Peltier
Alternate Governor's Authorized Representative

Enclosure(s): Obligating Award Document Amendment #1
PW 0824



**DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**
Obligor Award Document for
PUBLIC ASSISTANCE GRANT PROGRAM (PAGP)

PAGP Grant No. AK-22-288

Date of Disaster Declaration 08/30/2022

1. Project Worksheet # 0824	2. Category C	3. U.E.I. # HLG6MBNHV9F4	4. Award <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Amendment Number 1	5. Employer Tax ID # 92-0049711										
6. Applicant Name and Address City of Houston PO Box 940027 Houston, AK 99694			7. Issuing Office and Address Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750 http://www.ready.alaska.gov											
8. PW Obligation Date 03/18/2024			Method of Payment: Electronic											
9. Purpose of Award/Amendment: <p align="center">Time Extension</p>														
10. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions) <table> <tr> <td>Total Approved Amount:</td> <td>\$ 2,064,750.00</td> </tr> <tr> <td>Total Awarded Amount:</td> <td>\$ 2,064,750.00</td> </tr> <tr> <td>Federal Share:</td> <td>\$ 0.00</td> </tr> <tr> <td>State Share:</td> <td>\$ 2,064,750.00</td> </tr> <tr> <td>Applicant Share:</td> <td>\$ 0.00</td> </tr> </table> <p>See attached: Approved PAGP Project Worksheet Grant Performance Period: 08/30/2022 through 09/01/2027</p>					Total Approved Amount:	\$ 2,064,750.00	Total Awarded Amount:	\$ 2,064,750.00	Federal Share:	\$ 0.00	State Share:	\$ 2,064,750.00	Applicant Share:	\$ 0.00
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Federal Share:	\$ 0.00													
State Share:	\$ 2,064,750.00													
Applicant Share:	\$ 0.00													
11. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. (GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c))														
12. Project Award Title: <p align="center">King Arthur Dr.</p>														
13. Applicant is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 7, within 30 days from the date in Block 17.														
14. DHS&EM Project Manager Printed Name of SPAO: Terry Kurth			Phone: (907) 428-7050 Fax: (907) 428-7009 Email: terry.kurth@alaska.gov											
15. Signature of Jurisdiction Project Manager Printed Name: Tani Schoneman			Phone: 907-892-6869 Fax: Email: tschoneman@houston-ak.gov											
16. Signature of Jurisdiction Chief Financial Officer Printed Name: Samantha Jones			Phone: 907-892-6869 Fax: Email: sjones@houston-ak.gov											
17. Signature of Jurisdiction Signatory Official Printed Name and Title: Carter Cole, Mayor			Date: Phone: 907-892-6869 Fax: Email: ccole@houston-ak.gov											
18. DHS&EM Signatory Official Tiffany D. Peltier Alternate Governor's Authorized Representative			Date: 4/15/2025 Phone: (907) 428-7000 Fax: (907) 428-7009 Email: tiffany.peltier@alaska.gov											

Turn over to complete instruction acknowledgement.

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

PROJECT WORKSHEET

STATE DECLARATION NUM / DISASTER NAME AK-22-288, 2022 August MatSu Flooding		DATE 3/18/2024	CATEGORY C	PROJECT WORKSHEET NO. 824
DAMAGED FACILITY King Arthur Rd		WORK COMPLETE AS OF: 3/18/24 : 0 %		TAX ID NO. (and/or) EIN NO. 92-0049711
APPLICANT City of Houston		BOROUGH Matanuska Susitna Borough		
LOCATION King Arthur between Seward Hwy & Rainee		LATITUDE 61.621111	LONGITUDE 149.797519	
Was this site previously damaged		YES	NO	UNSURE x

DAMAGE DESCRIPTION AND DIMENSIONS

On August 8, 2022, severe storms caused flooding in the City of Houston resulting in road damage. 1/2 mile of King Arthur Dr experienced asphalt uplift and settling as a result of high water over the road.

SCOPE OF WORK

King Arthur Drive is a Capped Project (SEE Director Fisher's March 11, 2024 Appeal Decision). According to The City of Houston, this project will also be an Improved project. The city is responsible for completing all repairs to King Arthur Drive under the State Disaster Assistance Program funding to at least the pre-disaster condition.

The not-to-exceed amount in Director Fisher's determination may be reduced by other factors, including actual costs, work, and reimbursement eligibility factors as the scope of work is developed and agreed upon, and invoices and other documentation are received by our program team.

Applicant must comply with all Federal, State, and local laws, statutes, regulations, and ordinances, to include all procurement and permitting requirements.

Does the scope of work change the pre-disaster conditions at the site?		N
Special Considerations Issues Included?		N
Is there Insurance coverage on this facility?		N
Hazard Mitigation proposal included?		N

PROJECT COST						
ITEM	VER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
1	0	Capped Project	LS	1	\$ 2,064,750.00	\$ 2,064,750.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
TOTAL COST					\$	2,064,750.00

PREPARED BY: Angela Lacina	TITLE: SPAO
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I agree to only perform work activities and seek reimbursement for the activities contained within the "Scope of Work" above.

Applicant's Signature:



Printed Name/Date: Carter Cole

3/19/24

DHS&EM Signature:



Printed Name/Date: Angela Lacina

3/19/24

Grant Award Instructions

As a Applicant, you are only entitled to costs that are eligible. All eligible work must conform to the Scope of Work as specified in the applicable Project Worksheet (PW). Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work.

All Emergency Work PWs (Category A and B: "Emergency Work") must be complete six months from the date of the Disaster Declaration. All Permanent Work PWs (Categories C-G, "Permanent Work") must be complete 18 months from the date of the Disaster Declaration. If more time is required, contact your Division Representative before the associated deadline to request a Time Extension. Ample justification is required for approval of any Time Extension Request.

Please carefully review the Damage Description and Dimensions, Scope of Work, and Cost Estimate. If you do not agree with the PW as written, or determinations regarding project eligibility, Scope of Work, time limits, funding, or other determinations, an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this Award. Please attach all pertinent documentation supporting your appeal and mail to:

Bryan J. Fisher, Director
Division of Homeland Security
and Emergency Management
PO Box 5750
JBER, AK 99505

Failure to follow these guidelines will jeopardize project funds and may impact future disaster assistance. Additional PWs pending approval will be transmitted in future correspondence. Please review all PWs and ask us about pending PWs to ensure all damaged sites or facilities are identified.

As the Authorized Representative of the City of Houston,
I have reviewed these instructions and acknowledge our appeal rights and responsibilities under the Public Assistance Program.

Carter Cole, Mayor
Printed Name and Title of Authorized Representative


Signature

4/25/25
Date