




SUBJECT: NOTIFYING THE ASSEMBLY OF THE MANAGER'S INTENT TO AMEND THE MANAGEMENT AGREEMENT WITH VALLEY COMMUNITY FOR RECYCLING SOLUTIONS, INC. TO TRANSFER MAINTENANCE OF THE RECYCLING FACILITY TO THE MAT-SU BOROUGH, CONSISTENT WITH OTHER BOROUGH FACILITIES (MSB003430).

AGENDA OF: May 6, 2025

ASSEMBLY ACTION: Presented to the Assembly 05/06/25 - BJH

AGENDA ACTION REQUESTED: For information only.

Route To	Signatures
Originator	<div>4 / 2 2 / 2 0 2 5</div> <div>X S u z a n n e R e i l l y</div> <div>Signed by: Suzanne Reilly</div>
Division Manager	<div>4 / 2 2 / 2 0 2 5</div> <div>X J o e M e t z g e r</div> <div>Signed by: Joe Metzger</div>
Department Director	<div>4 / 2 2 / 2 0 2 5</div> <div>X J i l l i a n M o r r i s s e y</div> <div>Signed by: Jillian Morrissey</div>
Public Works Department Director	<div> Recoverable Signature</div> <div>X T o m A d a m s , P E</div> <div>Signed by: Tom Adams</div>
Finance Director	<div> Recoverable Signature</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 / 2 4 / 2 0 2 5</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> Recoverable Signature</div> <div>X M i c h a e l B r o w n</div> <div>Signed by: Michael Brown</div>
Borough Clerk	<div>4 / 2 6 / 2 0 2 5</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 (1 p)
Amendment 2; including Exhibit C (Revised) (6 pp)

SUMMARY STATEMENT:

Valley Community for Recycling Solutions (VCRS) has requested that the Borough assume maintenance responsibilities for the recycling facility located at Lot 1, Tri-Central Subdivision, in alignment

with the maintenance services provided for other Borough facilities.

The Borough's scope of services includes, but is not limited to, the maintenance, repair, and replacement of the building structure (walls, floors and coverings, ceilings, roofing, windows—including jambs and sashes--doors, major painting projects exceeding 80 sq ft., sheetrock repair and replacement); HVAC systems; plumbing; electrical and lighting systems; and other general building maintenance tasks as outlined in Exhibit C - Scope of Maintenance Services (Revised), and Amendment 2 of the Management Agreement.


As this request aligns with standard Borough practices, the Borough Manager intends to sign Amendment 2 with the revised Exhibit C.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: May 6, 2025

SUBJECT: NOTIFYING THE ASSEMBLY OF THE MANAGER'S INTENT TO AMEND THE MANAGEMENT AGREEMENT WITH VALLEY COMMUNITY FOR RECYCLING SOLUTIONS, INC. TO TRANSFER MAINTENANCE OF THE RECYCLING FACILITY TO THE MAT-SU BOROUGH, CONSISTENT WITH OTHER BOROUGH FACILITIES (MSB003430).

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED *	FUNDING SOURCE TBD
FROM ACCOUNT # TBD	PROJECT
TO ACCOUNT:	PROJECT #
VERIFIED BY:  Recoverable Signature X Liesel Zanto Signed by: Liesel Weiland	

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						
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REVENUE						
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FUNDING:


(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	*					
TOTAL	*					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) *Amount and funding source to be determined

APPROVED BY:	 Recoverable Signature X Cheyenne Heindel Signed by: Cheyenne Heindel
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IM No. 25-108FN

MANAGEMENT AGREEMENT
AMENDMENT No. 2

THE PARTIES UNDER THAT CERTAIN MANAGEMENT AGREEMENT, entered into on March 19, 2009, by and between the MATANUSKA-SUSITNA BOROUGH, (BOROUGH), and VALLEY COMMUNITY for RECYCLING SOLUTIONS, INC. (VCRS), of the certain borough-owned real property and said property being further described as:

Lot 1, Tri-Central Subdivision, according to the official plat filed as Plat 2008-01, Seward Meridian, Palmer Recording District, Third Judicial District, State of Alaska.

WHEREAS, the BOROUGH owns the real property, which is developed as a regional recycling facility, and VCRS is approved to manage the described borough-owned real property known as the Regional Resource Recovery and Training Park for a public purpose pursuant to MSB Ordinance Serial No. 08-152.

WHEREAS, both the Borough and VCRS wish to amend the original Management Agreement to include changes to maintenance responsibilities described in the revised Exhibit C – Scope of Maintenance Services;

WHEREAS, the Borough Solid Waste Department agrees to be responsible for payment of electricity and natural gas;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Borough and VCRS agree to the following:

The BOROUGH and VCRS hereby agree to amend the Management Agreement to change maintenance responsibilities described in the modified EXHIBIT C – Scope of Maintenance Services; and the Borough further agrees to pay for electricity and natural gas for the facility as of the effective date of this amendment; both of which are consistent with other Borough facilities.

The parties do hereby reconfirm the terms and conditions of said Management Agreement, which shall be in full force and effect except as herein amended. This amendment is executed pursuant to MSB 23.10.010(B) authorizing the Borough Manager to manage and control borough-owned real property.

IN WITNESS WHEREOF, the parties have so agreed and signed effective this ____ day of May, 2025.

OWNER:
MATANUSKA-SUSITNA BOROUGH

MANAGER/OPERATOR:
VALLEY COMMUNITY for RECYCLING
SOLUTIONS

Mike Brown, Borough Manager

Tamara J Boeve, Executive Director

State of Alaska)
)ss.
Third Judicial District)

On _____, 2025, Mike Brown, Manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed Amendment 2 of the Management Agreement on behalf of the municipal corporation.

[Seal]

Notary Public of the State of Alaska
My commission expires: _____

State of Alaska)
)ss.
Third Judicial District)

On _____, 2025, Tamara J Boeve, personally appeared before me, and

- [check one]
- 1. ____ who is personally known to me
 - 2. ____ whose identity I proved on the basis of _____
 - 3. ____ whose identity I proved on the oath/affirmation of _____, a credible witness

and acknowledged before me that as Executive Director of Valley Community for Recycling Solutions, Inc. that she signed the Management Agreement, Amendment No. 2 on behalf of the Valley Community for Recycling Solutions, Inc., an Alaska non-profit corporation, for the purposes intended therein.

[Seal]

Notary Public of the State of Alaska
My commission expires: _____

EXHIBIT C SCOPE OF MAINTENANCE SERVICES

It is the intent of the agreement that the services required by VCRS be comprehensive, including but not limited to the specific items herein, in order to construct, operate and maintain the facilities and public programs of recycling and education. The Matanuska-Susitna Borough, as real property owner requires that maintenance and operation standards be achieved that assure the public purpose is maintained and the best interest of the public in general is served.

RESPONSIBILITIES OF VCRS:

Recycling Program:

- Operate recycling program on a regular scheduled basis.

Education Center:

- Offer and advertise in the school district education programs for students and the public about recycling and reuse with tours available upon request.

Preventative Care and Light Maintenance:

- Patrol grounds and buildings for safety and mechanical problems on a daily basis.
- Check the doors, windows, and gate to secure the building(s) and site when locking down for departure at close of operational day.
- Replace light bulbs as needed, clean the fixture covers as needed. Light bulbs and light tubes for all interior and exterior fixtures to be provided by VCRS.

Custodial Services:

- Clean and disinfect restrooms and kitchen facilities on a daily basis.
- Empty garbage in receptacles/containers within building(s) at least 3 times a week.
- Wash interior garbage receptacles/containers monthly and more often if needed.
- Recycle designated containers within building(s) at least once a week
- Vacuum and sweep carpet and flooring areas and clean mats inside building as often as necessary to maintain a clean and tidy appearance.
- Treat stains on carpet using carpet cleaner as necessary, clean carpets completely once a year, and more often in high traffic areas if needed. Keep interior windows clean.
- Clean diffusers, ceiling grills, and exterior ductwork as needed.

Grounds Keeping:

- Wash exterior windows in the spring and fall.
- Maintain grounds and keep the landscaping tidy.
- Pick up and dispose of minor wind-blown debris on a frequent basis. Major wind-blown debris should be picked up and disposed of when observed in daily walkabouts.
- Wash exterior garbage containers once a month

Construction

- Major construction projects related to the recycling facilities are expected to occur during the term of this agreement.
- VCRS will participate in the design, planning and coordination of certain aspects of these projects, and will cooperate with the Borough, including its selected contractors, to complete said projects in a timely and professional manner.
- VCRS will not use the property or operate the recycling center in a manner that obstructs or conflicts with construction projects goals and timelines.

Utilities

All utilities, whether public or private services, that are needed to construct, maintain, repair and operate the site and facility shall be provided, except electrical and natural gas including but not limited to the following:

- Septic/Public Sewer Service
- Well/Public Water Service
- Communications Services
- Propane Service and Storage
- Oil Service and Storage
- Gasoline/Diesel Service and Storage

Equipment and System Monitoring and Checks:

- Conduct periodic inspections of all the systems and equipment and maintain a written log of inspection observations and provide prompt notification to the MSB Facilities Maintenance Division of abnormalities, equipment or systems breakdown, failures or malfunctions.

Kitchen:

- Upkeep, minor repairs and maintenance, including periodic cleaning of grease traps, vent hoods and exhaust.
- Maintain sanitary conditions and public health inspections that may be required based on how the kitchen is utilized by employees, volunteers, and the public during normal operations and special events.

Solid Waste:

- All solid waste, not retained as part of the recycling operations, shall be properly disposed of at the Central Land Fill.
- All solid waste, whether part of the recycling operations or not, must be well organized and stored in a manner to prevent/ minimize littering, noxious or nuisance odors to adjacent residents, and prevent attraction as a food source for domestic or wild animals.

Snow and Ice Removal:

- Snow and ice will be routinely removed and areas sanded on driveways, parking lots, fire lanes, and walkways/paths in order to maintain public access and safety for all using the facility.

Parking Lot, Driveway, Sidewalks and Pathways:

- All such areas, whether paved or unpaved, shall be maintained in a safe and passable manner, which shall include snow removal, sweeping and drainage.
- Filling, grading, patching, and seal coating will be maintained by the Borough.

RESPONSIBILITIES OF BOROUGH:

Building Structure

- Repairs, maintenance, and replacement to walls, floors including coverings, ceilings, roof and roofing, windows including jambs and sashes, doors, roll-up doors, major painting (greater than 80 sq ft), sheetrock repairs and replacement, floor coverings and carpet replacement.

Heating & Air Conditioning Systems:

- Maintain HVAC equipment including boilers, stacks, pumps, fans, storage tanks, air compressors, and air conditioning equipment, expansion tanks, ductwork, diffusers, VFD units, VAV boxes, filters, coils, valves, and associated control devices, sensors, and controllers.

Plumbing System:

- Major replacement and repairs to broken or frozen pipes and lines, fixtures, faucets, lavatories, shower trees and leads, interior and exterior hose bibs, traps and cleanouts, drywells and roofing drainage equipment, valves, backflow devices, strainers, meters, PRV's and flushometers.

Fire Alarm Equipment:

- Servicing, testing, certifications, and repairs to the fire alarm system

Building Fire Suppression System & Equipment

- Servicing, testing, certifications, and repairs to all wet pipe and dry pipe fire sprinkler or other suppression system.
- Certification, testing, and recharging or replacement costs for portable fire extinguishers/kitchen extinguishers.

Electrical and Lighting Systems:

- Power distribution equipment, panels, motor control centers, mag starters, disconnects, lighting relays, and all lighting ballasts; testing and repairs to exit fixtures and emergency light fixtures.
- Light bulbs and light tubes for all interior and exterior fixtures to be provided by VCRS.

Outside Building Improvements:

- Structural repairs due to heaving, settling, or other ground movement of steps and ramps, fences, retaining walls or other outside improvements not tied to the building.

Parking Lot, Driveway, Sidewalks and Pathways:

- Maintenance such as filling, grading, patching, and seal coating will be maintained by the Borough.
- VCRS will address minor maintenance.

Water Well:

- Water well(s) shall be maintained and tested to ensure that the well is maintained in accordance with SAO/DEC standard for the level of use generated by the site. This shall include water quality testing and sanitary surveys.
- A record will be kept and submitted on an annual basis to the Chief of MSB Operations and Maintenance. Any anomalies to the well operations or testing will be reported as soon as possible, but at least within 2 days of notification of event.
- Any plans to alter or relocate the well(s) must be approved by the MSB, including concurrence from the Chief of MSB Operations and Maintenance.

Septic System:

- The septic system shall be checked and pumped annually. Additional pumping will be scheduled as needed, based on notification from VCRS.
- A record will be kept and submitted on an annual basis to the Chief of MSB Operations and Maintenance.
- Any anomalies to the septic operations will be reported as soon as possible, but within at least 2 days of an event.
- Any plans to alter or relocate the septic system (s) must be approved by the MSB, including concurrence from the Chief of MSB Operations and Maintenance.

Utilities:

All utilities, whether public or private services, that are needed to construct, maintain repair and operate the site and facility shall be provided by VCRS, except as listed below, which will be supplied by the Public Works Solid Waste Division.

- Electrical Service
- Natural Gas Service

THE END