

SUBJECT: ACCEPTING AND APPROPRIATING \$258,328.07 FROM THE UNITED STATES GEOLOGICAL SURVEY AND \$265,852.19 FROM THE NATURAL RESOURCES CONSERVATION SERVICE, AND APPROVING THE SCOPE OF WORK AND BUDGET, AND EXTENDING THE DATE OF COMPLETION FOR MATCH FUNDING THOROUGH JUNE 30, 2029, FOR THE COLLECTION OF LIDAR ELEVATION DATA.

AGENDA OF: February 17, 2026

ASSEMBLY ACTION:

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	<div style="text-align: right;">2 / 4 / 2 0 2 6</div> <p>X Dana O l i v e r</p> <hr/> <p><small>Signed by: Dana O l i v e r</small></p>
IT Director	<div style="text-align: center;"> <small>Recoverable Signature</small></div> <p>X Leah J o n e s</p> <hr/> <p><small>Signed by: Leah J o n e s</small></p>
Purchasing Director	<div style="text-align: right;">2 / 4 / 2 0 2 6</div> <p>X R K r a f f t</p> <hr/> <p><small>Signed by: Russ K r a f f t</small></p>
Finance Director	<div style="text-align: center;"> <small>Recoverable Signature</small></div> <p>X C h e y e n n e H e i n d e l</p> <hr/> <p><small>Signed by: C h e y e n n e H e i n d e l</small></p>
Borough Attorney	<div style="text-align: right;">2 / 4 / 2 0 2 6</div> <p>X N i c h o l a s S p i r o p o u l o s</p> <hr/> <p><small>Signed by: N i c h o l a s S p i r o p o u l o s</small></p>
Borough Manager	<div style="text-align: right;">2 / 4 / 2 0 2 6</div> <p>X M i c h a e l B r o w n</p> <hr/> <p><small>Signed by: M i c h a e l B r o w n</small></p>
Borough Clerk	<div style="text-align: center;"> <small>Recoverable Signature</small></div> <p>X L o n n i e M c K e e c h n i e</p> <hr/> <p><small>Signed by: L o n n i e M c K e e c h n i e</small></p>

ATTACHMENT (S) : Fiscal Note
 USGS Joint Funding Agreement (4 pp)
 Scope of Work (5 pp)
 Ordinance Serial No. 26-025 (2 pp)
 Resolution Serial No. 26-015 (2 pp)

SUMMARY STATEMENT:
 Through a joint funding agreement, the United States Geological Survey (USGS) has offered \$258,328.07 and the Natural Resource Conservation Service (NRCS) has offered \$265,852.19 to support the

collection of LiDAR (elevation data) as part of the Matanuska-Susitna Borough (MSB) Aerial Imagery and Elevation Data Program. The MSB was selected for this joint funding agreement through the USGS 3D Elevation Program (3DEP) application process.

The Matanuska-Susitna Borough 2026 LiDAR Project covers 2,400 square miles of the most populated and rapidly developing areas within the Borough. This LiDAR data provides detailed elevation information, which is essential for creating products such as contour maps and detailed hydrology mapping.

The Borough will contribute \$696,899.23 to the project, which is currently available in project no. 47519 and is comprised of areawide capital budget appropriations. This will require extending the expiration date to 06/30/2029 for sub-projects 1805, 1806, 1807, and 1808.

RECOMMENDATION OF ADMINISTRATION: Approve the legislation as presented.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: February 17, 2026

SUBJECT: ACCEPTING AND APPROPRIATING \$258,328.07 FROM THE UNITED STATES GEOLOGICAL SURVEY AND \$265,852.19 FROM THE NATURAL RESOURCES CONSERVATION SERVICE, AND APPROVING THE SCOPE OF WORK AND BUDGET, AND EXTENDING THE DATE OF COMPLETION FOR MATCH FUNDING THOROUGH JUNE 30, 2029, FOR THE COLLECTION OF LIDAR ELEVATION DATA

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$696,899.23*	FUNDING SOURCE Misc. Capital Projects
FROM ACCOUNT # 480.000.000 4xx.xxx	PROJECT# 47519-1800-1805/1806/1807/1808
TO ACCOUNT:	PROJECT #
VERIFIED BY: X <u>Liesel Zanto</u> 2 / 4 / 2 0 2 6 <small>Signed by: Liesel Zanto</small>	

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						
CAPITAL	696.9*					
REVENUE						

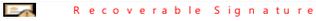
FUNDING: (Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	696.9*					
TOTAL	696.9*					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) *This is the Borough portion for the project. Project total is \$1,221,079.49 with funding from other sources.

APPROVED BY:	 X <u>Cheyenne Heindel</u> <small>Signed by: Cheyenne Heindel</small>
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United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

U.S. Geological Survey
1400 Independence Road
Rolla, MO 65401

U.S. Geological Survey
PO Box 25046 MS 510
Denver, CO 80225

Customer #:

Agreement #:

TIN#:

Fixed Cost: No

Joint Funding Agreement

For

2026 Matanuska-Susitna Borough Lidar Acquisition

This agreement is entered into as of the _____ day of _____, _____ by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and Matanuska-Susitna Borough, party of the second part.

- 1) The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project for QL1 lidar collection for approximately 2,400 sq miles, including delivery of machine generated contours, machine generated building footprints, hillshades, elevation-derived hydrography, and impervious surface layer, herein called the program, see attached statement of work. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
- 2) The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of: \$ 0.00

- a) by the party of the first part during the period

Amount	Date	Date
<u>\$ 0.00</u>	<u>Date of Last Signature</u>	<u>6/30/29</u>

- b) by the party of the second part during the period

Amount	Date	Date
<u>\$ 696,899.23</u>	<u>Date of Last Signature</u>	<u>6/30/29</u>

- c) Additional information on other potential partners contributing to this program through separate agreements with USGS (participants and funding amounts are projected and are subject to change):

Participant	Amount
USGS	\$ 258,328.07
NRCS	\$ 265,852.19
Estimated Total of Separate Agreements:	\$ 524,180.26

- d) All contributions are subject to the 6% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data](#) and [Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices in advance for the full agreement amount.

Payments of bills are due within 60 days of the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)".

- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If the objectives of this program require airborne acquisition or field work and that data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If the objectives of this program require airborne acquisition or field work and that data is to be collected over military properties, then DoD clearance may be required. The USGS GPSC contractor is responsible for obtaining all required DoD clearances and notifying the USGS Contracting Officer's Representative and USGS Technical Point-of-Contact of any restrictions. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to those areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from remotely sensed data acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. USGS may use the restricted data internally and/or provide a copy of the restricted data to federal agencies for their internal use. All non-federal entities must receive written permission from the Tribe to receive a copy of the restricted data regardless of their status as a funding partner. Entities who receive a copy may not further distribute the restricted Tribal data.
If USGS receives a FOIA request for the data, we will work with the Tribe to protect the data from release under the FOIA to the best of our ability under the law. However, after our FOIA Office reviews any such request and after appropriate coordination with the Tribe and consultations and discussions with the Office of the Solicitor, Division of Indian Affairs and Division of General Law, it may be determined that USGS has no legal basis to protect the information. Also, in the event that USGS were to deny such a FOIA request, USGS's decision could be overturned on appeal by the Department of the Interior's FOIA Appeals Office or by a federal court.
- 15) Regarding any agreements that are associated with, or become associated with Data Collaboration Announcement (DCA) proposals for 3DEP and 3DHP projects prior to DCA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the DCA selection process.

**U.S. Geological Survey United States
Department of the Interior**

Matanuska-Susitna Borough

USGS Point of Contact

Name:	Chris Cretini
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Telephone:	(337) 281-1466
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Partner Point of Contact

Name:	Nick Srebernak
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Telephone:	(907) 861-7885
Email:	Nick.Srebernak@matsugov.us

USGS Billing Contact

Name:	Janet Anselm
Address:	1400 Independence Road, MS 323 Rolla, MO 65401
Telephone:	(573) 308-3814
Email:	janselm@usgs.gov

Partner Financial Contact

Name:	
Address:	
Telephone:	
Email:	

Signatures and Date

Signature: _____
 Date: _____
 Name: Kim Mantey
 Title: Director, USGS-NGTOC

Signature: _____
 Date: _____
 Name: _____
 Title: _____

STATEMENT OF WORK

2026 Matanuska-Susitna Borough Lidar Acquisition

1. Purpose

The U.S. Geological Survey (USGS) and the partner will collaborate to acquire high-resolution digital elevation data developed from airborne lidar for approximately 2,312 square miles in the area of interest (see Section 5). The data will be used to generate Digital Elevation Models (DEMs) for use in mapping, transportation assessments, public facility planning, engineering design and design reviews, conservation planning, research, floodplain mapping, and hydrologic modeling utilizing lidar technology. Data acquisition is planned for spring/summer 2026 as conditions allow. Acquisition may extend into later flying seasons if needed based on discussions between the USGS, contractor, and partner. The project will consist of high-accuracy classified bare-earth lidar data in LAZ format as well as raster DEMs per project requirements.

2. General Terms

USGS will select a qualified contractor to perform the lidar collection and processing via the Geospatial Products and Services Contract (GPSC). GPSC task orders are awarded to qualified contractors through federal government solicitation. Qualified contractors are selected for a base contract award in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6 - Architect-Engineering Services, which establishes a qualifications-based selection process, in which contracts for architectural and engineering services are negotiated based on demonstrated competence and qualification for the type of professional services required.

Contractor selection is based on the following 6 criteria:

- (1) Professional qualifications necessary for satisfactory performance of required services;
- (2) Specialized experience and technical competence in the type of work required;
- (3) Capacity to accomplish the work in the required time;
- (4) Past performance on contracts with government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- (5) Location in the general geographical area of the project and knowledge of the project locality and;
- (6) Acceptability under other appropriate evaluation criteria.

Level of effort is negotiated on each task order issued under the base contracts. This process is aligned with the Department of Interior Request for Proposal (RFP) and selection process.

The task order issued by USGS to the selected GPSC contractor provides full details regarding project collection requirements, deliverables, schedules, and deadlines. A copy of the task order will be provided to the partner.

USGS will:

- Execute separate funding agreements with partners in support of the total project cost.
- Prepare a task order for agreed upon products and services.
- Serve as government point of contact during the full period of the agreement.
- Require that land surveys conducted in support of this project be performed under the supervision of a qualified professional land surveyor.
- Receive, inspect, and catalog 3DEP standard products and deliverables.
- Validate 3DEP standard products and deliverables that meet USGS Lidar Base Specifications (see Section 3).
- Return data to contractor as needed for error correction/rework.
- Make early release data available for download early in the processing phase of a delivery block once it has been determined the point cloud geometry is unlikely to change with future processing. Early release data will NOT be provided to partners for Tribal areas (includes Federal and non-Federal partners, restricted and unrestricted Tribal lands).
- Provide one copy of final data to the partner signing the agreement.

Partner will:

- Provide funding for the project as described in the agreement.
- Pay contract project costs plus applicable GPSC assessment fee which is calculated by USGS as 6% of the contracted project cost, not to exceed the amount specified in the agreement.
- Assist USGS in resolving project issues as needed and appropriate.
- Provide available information, including informal observations from interested parties, on ground conditions to facilitate project flight planning.
- Be responsible for reviewing and publishing any non-standard products and deliverables beyond USGS Lidar Base Specifications (see Section 3).
- Adhere to restrictions regarding the use and distribution of early release data.

3. Specifications and Deliverables

Unless otherwise stated, all specifications and deliverables will meet or exceed Quality Level 1 USGS Lidar Base Specifications (<https://www.usgs.gov/3DEP/lidarspec>).

General Requirements

- Data shall be Quality Level 1 (QL 1), meeting the following accuracy requirements:

Quality Level	Vertical Accuracy RMSEz	Aggregate Nominal Pulse Spacing (ANPS)	Aggregate Nominal Pulse Density (ANPD)	DEM Post Spacing
1	10 cm	0.35 m	8 pulses/m ²	2ft

- Horizontal Datum: Horizontal NAD83 (2011).
- Vertical Datum: NAVD88 using the most recent approved Geoid model from the National Geodetic Survey (NGS) for purposes of performing conversions from ellipsoidal heights to orthometric heights. Data to be delivered in orthometric heights.
- Coordinate System and Projection: NAD 1983 State Plane Alaska 4 FIPS 5004 (US Feet).
- Tiling Scheme: 2,000ft by 2,000ft, non-overlapping tiles
- DEM: 2-foot cells, individually tiled from bare-earth, hydro-flattened, delivered in GeoTIFF format.
- Vegetation: Leaf off is preferred, however, as numerous factors will affect vegetative condition at the time of any collection, USGS only requires that penetration to the ground must be adequate to produce an accurate and reliable bare-earth surface.
- Area of interest, acquisition window and conditions, deliverables, and/or specifications may be modified prior to task award if mutually agreed to by the USGS, contractor, and partner.
- Early release data deliverables will include the point cloud processed with automated routines to denoise and classify ground, derived bare earth DEMs, swath separation imagery, and product-level metadata. Quality of the point cloud classification, noise isolation, and derived bare earth DEMs may be degraded due to processing with automated routines only, without manual intervention. The point cloud may not include all classification codes expected in the final data product. Data should be geometrically stable; point coordinates will not change in the X, Y, or Z dimensions. No hydro breaklines or hydro-flattening of the bare earth DEMs will be included. Data will be clearly and prominently marked with "early release" as a prefix in all file names, metadata, and associated documents. Metadata and any associated documents will state that data has not been validated by USGS and is being provided without warranty or guarantee by the USGS or contractor. Early release data may be delivered incrementally.

The lidar data will be processed to produce a classified point cloud, tile-based bare-earth DEMs, and related products. These elevation products will be placed in the public domain and will be made available for viewing and download through the USGS National Map.

Additional Products, Services, and Deliverables beyond USGS Standards

- Machine Generated Contours (Automated - No Manual Editing)
Interval Spacing: One (1) Foot
- Machine Generated Building Footprints (Automated - No Manual Editing)
*Requires the additional classification scheme of Building Class 6 – Buildings (automated)
Building Rooftop Polygon Size: 400 sq ft and larger
- Additional classification - Class 6 Buildings (automated)
- Hillshades – Bare-earth and First Return DSM
- Elevation-derived hydrography - produced to meet USGS Elevation-Derived Hydrography Data Acquisition Specifications 2024 rev. A3 – for 10 HUC-12s (approximately 538 square miles).
- Impervious surface layer for the Matanuska-Susitna Borough Metropolitan Planning Area (approximately 133 square miles).

Additional products and services include added level of effort and cost. These costs will be funded solely by the partner.

USGS does not commit to validating these additional products or services. Validation will be the responsibility of the partner and can be accomplished in two ways:

- Before Project Completion: Data will be provided to the partner for validation based on a timeframe negotiated by the USGS, contractor, and partner.
- At Project Completion: Data will be provided to the partner for validation when the project is complete.

In either case, the partner will have 60 days to review data and identify corrections. USGS will pursue corrections on behalf of the partner.

USGS reserves the right but does not commit to publishing these additional products and services.

4. Contacts

USGS Administrative		Partner Administrative
Jim Almekinder	Name	
GPSC Agreement Lead		
P.O. Box 25046, MS 510	Address	
Denver, CO 80225-0046		
573-308-3549	Telephone	
jalmekinder@usgs.gov	E-Mail	
USGS Financial		Partner Financial
Janet Anselm	Name	
Program Analyst		
1400 Independence Road	Address	
Rolla, MO 65401		
573-308-3814	Telephone	
janselm@usgs.gov	E-Mail	
USGS Project Manager		Partner Technical
Melissa James	Name	Kenneth Kleewein
USGS NGTOC		Matanuska-Susitna Borough
P.O. Box 25046, MS 510	Address	350 E. Dahlia Avenue
Denver, CO 80225		Palmer, AK 99645
303-202-4023	Telephone	907-861-8403
mjames@usgs.gov	E-Mail	Kenneth.Kleewein@matsugov.us
USGS Liaison		Partner Data Delivery
Chris Cretini	Name	Nick Srebernak
Alaska National Map Liaison		Matanuska-Susitna Borough

700 Cajundome Blvd	Address	350 E. Dahlia Avenue
Lafayette, LA 70506		Palmer, AK 99645
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cretinic@usgs.gov	E-Mail	Nick.Srebernak@matsugov.us

5. Project Area Map

