

Memorandum

Borough Manager John Moosey



DATE: December 11, 2019 (for Public Release on December 18, 2019)
TO: Mayor and Assembly
FROM: John Moosey, Borough Manager
SUBJECT: Manager's Notes

2020 US CENSUS COMPLETE COUNT COMMITTEE – Over the past several months borough staff and I have been meeting with staff from the City of Wasilla, City of Palmer, City of Houston, the Mat-Su School District, and local US Census staff. Our last meeting was on November 18. The goal of our committee is to help ensure as complete a count as possible of the Mat-Su population. To meet this goal we have developed a united 2020 Census message, “Be Counted Mat-Su” and staff will be recording PSAs for the local radio stations reminding our citizens how vital their participation is in the 2020 US Census.

DOT & MSB – On Wednesday, November 20, I met with Wolfgang Junge to discuss issues that affect DOT and the borough. These regularly scheduled monthly meetings are invaluable to keep the lines of communication open.

West Susitna Access Project – Attached is a memorandum from Lounsbury & Associates dated April 20, 2019 regarding Fish Creek Management Area Access and West Susitna Parkway Pioneer Roadway.

Thanksgiving Donations by Borough Employees – On November 25 donations were collected and delivered by Borough employees to provide 55 local families with an entire Thanksgiving dinner. Each meal included a large turkey, and all the fixings plus lots of extras, with vegetables, potatoes, dressing, gravy, butter, pies and whipped cream, foil, salt & pepper and even a roasting pan. The generosity of our employees is very heart warming.

Anniversary of November 2018 Earthquake – On November 26 Deputy Manager George Hays, Director Ken Barkley, Emergency Manager Casey Cook, Director Jude Bilafer and I attended the one year anniversary remembrance of the earthquake hosted by DOT.

Port of Alaska and Port MacKenzie – Attached is a copy of a letter of appreciation dated November 20, 2019 regarding our support for the USDOT Grant awarded to the Municipality of Anchorage Port of Alaska. On December 2, MOA Manager Bill Falsey, Dan Mayfield, and I had a phone conference to discuss potential sale or private/public partnership regarding the Port of Alaska and how it may impact Port MacK.

WAZE for Cities Data Program – Attached is copy of the details on this program that offers drivers real-time information on roads. Our GIS Department is working on ways to provide accurate and current information that will positively impact our community.

Hawk Lane Solar Farm – Please see the attached Hawk Lane Solar Farm Development Overview, Renewable Independent Power Producers dated November 24, 2019.

Timber Discussion – On December 3, Kevin LaCouvee of Transpac travelled here from Vancouver BC to meet with Assemblymember Mayfield, borough staff, and State of Alaska officials to discuss an exploration of our Borough and State timber resources. This may lead to an international timber market.

Senator Shower – On December 3, Assemblymember Sumner, John Harris, Bill Stoltze and I met with Senator Shower to discuss the negative impact of MSB doing business with former and current assembly members.

FY2021 Budget Schedule – Attached is a copy of the FY2021 Budget calendar.

Anchorage Studded Tire Regulation Consideration – Please see my attached memo to Assemblyman Dan Mayfield dated December 2, 2019.

Palmer Chamber Presentation on December 4 – Deputy Manager George Hays and I were well received on December 4 as guest speakers at Palmer Chamber. Deputy Manager Hays gave a status update on the Police Powers Task Force. I reviewed the past 10 years and discussed MSB future challenges. MEA presented a capital credit check to the Borough in the amount of \$7,164.25 (a copy is attached).

Community Relations Council Luncheon – On December 5, I attended the quarterly meeting at Alaska Job Corps and heard about the opportunities for local businesses.

School District Elected Officials Tour of Houston Middle School – On Friday, December 6 the MSB School District hosted an elected officials tour, attended by Assemblymember Sumer, Senator Shelley Hughes, and representatives from the offices of Senator Sullivan, Senator Murkowski, and Senator Wilson.

Updates on Insurance Claims for Cyber Attack and Earthquake – We received the full insurance claim amount of \$1,000,000 for cyber project and the claim is closed. Finance is in the process of reviewing expenses and allocating monies appropriately so the project may be closed.

XL Catlain has paid full limits of \$15,000,000 for Houston Middle School and will be closed. To date, there are no qualifying expenses that will allow us to make a claim against our secondary carrier, Aspen Specialty. Should further damages be found that exceed the 5% per location deductible requirement, the borough will pursue a claim with Aspen.

FERC Update – The AKLNG project is a \$43 billion dollar State of Alaska owned project which proposes constructing a North Slope gasification plant with an 807-mile pipeline running to Nikiski, including constructing a Liquefaction facility at the Nikiski site. For this project to receive federal Construction Authorization the Federal Energy Regulatory Commission (FERC) must compare the Nikiski site to other alternative sites, such as Port MacKenzie and Valdez sites, among others, to identify the Least Environmentally Damaging Practicable Alternative (LEDPA) site. This comparison requires accurate data to be provided by AGDC to FERC to make a valid and reliable comparison of sites. Any site that would

result in significantly less environmental impacts would be the site to receive construction authorization. In other words, when using accurate data, if either Port MacKenzie or a Valdez site shows to be significantly less environmental impacts, that site would get construction authorization. For this reason it is in the interest of all parties to have FERC use accurate data for proper placement of the pipeline and liquefaction facility and to do our part to minimize negative impacts to the Alaska environment.

The FERC released a Draft Environmental Impact Statement (DEIS) in June for the proposed AKLNG project. The report had significantly inaccurate and false data for several alternative sites including the Port MacKenzie alternative site. In response, MSB filed a 135 page clarification document on October 3, 2019 to correct the FERC record. The Final Environmental Impact Statement (FEIS) is scheduled for March 6, 2020.

Business Contracts with Current and Past Assembly Members – See the attached memo dated December 6, 2019.

Meet & Greet with Assemblymember Nowers – On December 9, Borough Directors had an informal opportunity to introduce themselves to Assemblymember Nowers.

Invitation to Meet with Governor Dunleavy – See the attached letter dated December 9, 2019.

Alaska Municipal League – See the attached memo dated December 11, 2019.

Attachments:

- Memo from Josh Cross, Lounsbury & Associates, April 20, 2019
- Letter from Municipality of Anchorage, November 20, 2019
- WAZE for Cities Data Program Handout
- Hawk Lane Solar Farm Development Overview, Renewable Independent Power Producers, November 24, 2019
- Budget Process - Budget Calendar Fiscal Year 2021
- Anchorage Studded Tire Regulation Consideration, December 2, 2019
- Memo re Business with Current and Past Assembly Members, December 6, 2019
- MEA check to the Borough in the amount of \$7,164.25
- Letter to Governor Dunleavy, December 9, 2019
- Memo re Alaska Municipal League, December 11, 2019

Upcoming Activities:

- Mat-Su Health Foundation is holding an Annual Holiday Grantee Reception on December 13, 2019
- Regular Port Commission Meeting on December 16, 2019
- Informal Meet and Greet with Assemblymember Hale on December 18, 2019
- Joint Assembly/State Delegation Meeting at the LIO, Wasilla, on January 3, 2019



MEMORANDUM

Date: April 20, 2018
To: Emmerson Krueger, Land Management Specialist
Community Development, Land & Resource Management
From: Josh Cross, P.E.
Subject: Fish Creek Management Area Access
West Susitna Parkway Pioneer Roadway

The Matanuska-Susitna Borough (MSB) intends to plan, permit, and construct access to the Fish Creek Management Area. The MSB's Division of Community and Economic Development requested Lounsbury prepare concept designs and planning estimates suitable to pursue and secure funding for a pioneer roadway and bridge across the Little Susitna River. Lounsbury utilized previous work to prepare this conceptual design of the roadway, beginning with our 1993 design and plans.

The narrative below summarizes the assumptions and criteria supporting the concept designs and estimates. Schematics of the conceptual design are attached.

West Susitna Parkway Pioneer Road

Road Design Guidelines

The proposed road extension advances a pioneer road typical section described in the MSB's Subdivision Construction Manual. The extension advances the pioneer road two miles from the end of West Susitna Parkway to the west side of the Little Susitna River. The alignment is centered within the 200-ft wide right of way (ROW). The typical section consists of the following:

- Driving surface - 18 foot travel way with a crown and 3% cross slopes.
- "V" shaped ditches, 2.5 ft deep with 3H:1V foreslopes and 2H:1V backslopes.

A pioneer roadway can be constructed using borrow from sources within the project corridor. The construction method assumed for this evaluation was the side slope method in which the backslopes through larger cut sections were flattened to extract greater gravel quantities. If needed, a borrow-ditch construction method (developing larger flat bottom ditches) could also be employed to generate more gravel material.

A construction staging area is provided on the east side of the Little Susitna River to facilitate construction access.

Muskeg Crossing Guidelines

Near the eastern terminus of the alignment, an approximately 1,000 feet long muskeg crossing is required. Geotechnical recommendations from Lounsbury's 1993 project provided two alternatives for crossing the muskeg area. The first alternative displaces the peat. The second alternative overlays the area with geofabrics before placing fill. The displacement alternative was the preferred option to minimize long term settlement. Much of this muskeg crossing is considered to be a "floating bog", and a 70% compression rate was assumed for gravel quantities.

Unnamed Stream Crossing Guidelines

The proposed roadway crosses an unnamed anadromous stream located in a Federal Emergency Management Agency (FEMA) mapped floodplain. This is the only major drainageway encountered within the project limits east of the Little Susitna River. A fish passage culvert is anticipated at this location. The MSB requested estimates for both a one-lane and two-lane crossing of the creek.



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1175 N. Leatherleaf Loop Ste. D Wasilla, Alaska 99654 T: 907-357-9132 F: 907-357-9140

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Lounsbury conducted a limited hydraulic and hydrologic (H&H) analysis to estimate culvert sizes. The analysis is based on MSB GIS data and LiDAR mapping. Fish passage criteria described in MSB's Subdivision Construction Manual and Alaska Department of Fish and Game (ADF&G) guidelines were used to develop the conceptual design.

The results of the preliminary analysis showed that a 25-ft wide by 10-ft deep box culvert will likely meet hydraulic and fish passage needs at the crossing. The existing stream channel was assumed to be three feet deep and five feet wide based on available GIS data. The conceptual design and estimate includes 20 feet of reconstructed stream channel and stream banks on each side of the culvert.

Little Susitna River flood events do effect the stream elevation at the stream crossing. Additional hydrology analysis is need to refine the flow rates, establish flood elevations, and verify culvert sizing.

Little Susitna River Bridge Crossing

Lounsbury prepared a conceptual design and estimates for the preferred bridge alternative described in the Alaska DNR's *Little Susitna All-Season Road Feasibility Study Report* provided by MSB. The report recommended a decked bulb-t beam bridge. Reid Middleton provided structural engineering and design services of the bridge crossing. An H&H analysis was not completed for this evaluation.

Bridge Guidelines

Based on an examination of available survey data, MSB LiDAR data, and aerial photography, a bridge crossing in the ROW will need to be at least 300-ft to avoid the structure or supports in the ordinary high water. The concrete girder supplier and transportation company limits the maximum girder length to approximately 170-feet. Therefore, a two-span option was selected as the basis of design and estimating.

The MSB requested estimates for both a one-lane and two-lane bridge. Based on MSB's Bridge Criteria Manual, the minimum required bridge width for this road is 28 feet. A 28-ft wide bridge will accommodate two lanes, and therefore, only a single bridge alternative was considered.

The following outline primary elements used to estimate bridge costs:

- 2 spans, 150-ft long each, for a total of 300-ft long bridge
- Alaska Standard, 66" deep decked bulb tee prestressed concrete girders
- 3-ft diameter steel piles, with an estimated embedment of 60-ft.
- 1-ft thick concrete abutment and wing walls.
- Steel TL-2 bridge railing.

Bridge Construction Considerations

Conversation with a concrete girder transportation supplier also revealed a 250 foot radius turnaround will be needed on the east side of the Little Susitna River. The turnaround provides room for delivery trucks to access the bridge site, deliver girders, and leave the site. Temporary construction easements or additional ROW will be needed to construct the turnaround.

Mobilization of equipment needed for bridge construction will likely require a temporary bridge or use of a winter ice bridge. Based on discussions with MSB, the State Division of Forestry provides an ice bridge over the Little Susitna River in the winter season. Estimated bridge costs assume an ice bridge will be utilized. For purposes of this estimate Lounsbury assumed a new ice bridge will be constructed.

A staging area will also be provided on the west side of the Little Susitna River to facilitate construction.

Estimates of Probable Costs

Estimated construction costs are summarized in the tables below. The estimates are based on historical bid pricing from MSB and DOT&PF projects. For planning purposes, Lounsbury assumed an annual inflation rate of 3% to the year 2020.

Table 1. Probable Construction Costs

	2018	2020
Pioneer Road & Staging Area	\$1.25 million	\$1.35 million
Unnamed Stream Crossing (1-lane)	\$60,000	\$64,000
Unnamed Stream Crossing (2-lane)	\$75,000	\$80,000
Bridge	\$4 million	\$4.25 million
West Approach & Turnaround	\$150,000	\$160,000

Table 2. Combined Costs (in millions)

	2018	2020
Pioneer Road, Staging Area, Unnamed Stream Crossing (1-lane)	\$1.31	\$1.41
Bridge, West Approach, & Turnaround	\$4.15	\$4.41
Total	\$5.46	\$5.82
Pioneer Road, Staging Area, Unnamed Stream Crossing (2-lane)	\$1.33	\$1.43
Bridge, West Approach, & Turnaround	\$4.15	\$4.41
Total	\$5.48	\$5.84

Professional Services

Lounsbury recommends MSB plan for the following professional services:

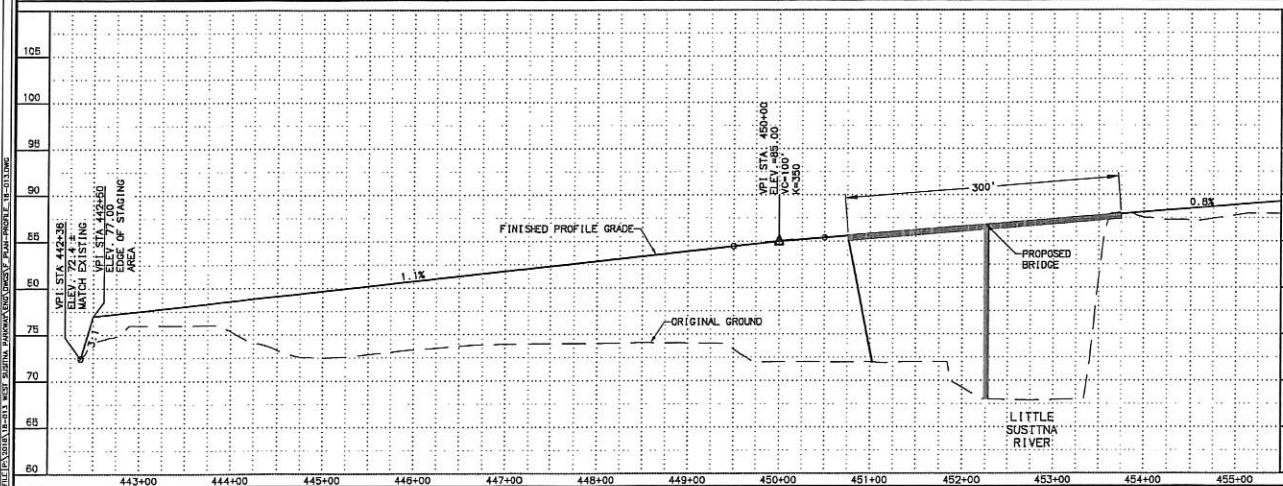
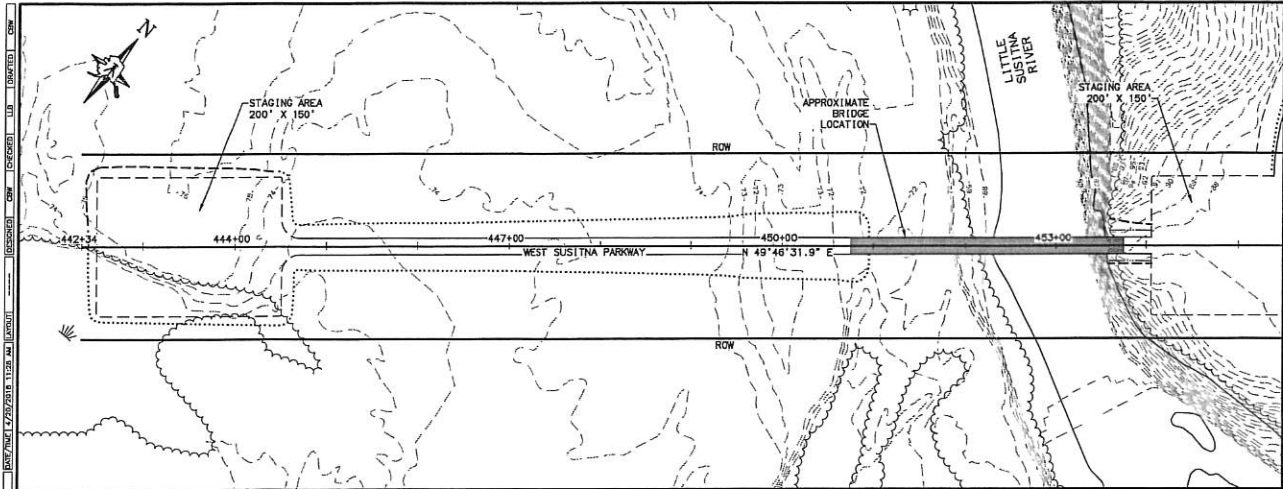
Pioneer Roadway - \$150,000 to \$200,000

- Survey for Design
- Hydraulic Survey of the Unnamed Creek
- Environmental Permitting
- Geotechnical Engineering
- Hydraulic and Hydrologic Engineering (for fish passage culvert design)
- Civil Engineering
- Bidding Support
- Construction Support

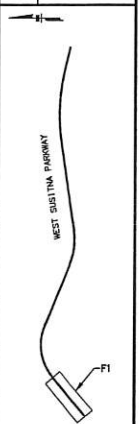
Bridge Crossing of the Little Susitna - \$200,000 to \$250,000

- Survey for Design
- ROW Surveying and Mapping
- Hydraulic Survey of the Little Susitna River
- Geotechnical and Foundation Engineering
- Hydraulic and Hydrologic Engineering
- Environmental Permitting
- Structural Engineering
- Civil Engineering
- Bidding Support
- Construction Support

The professional service estimates assume minimal environmental permitting will be needed. A typical MSB road design project development process is also assumed.

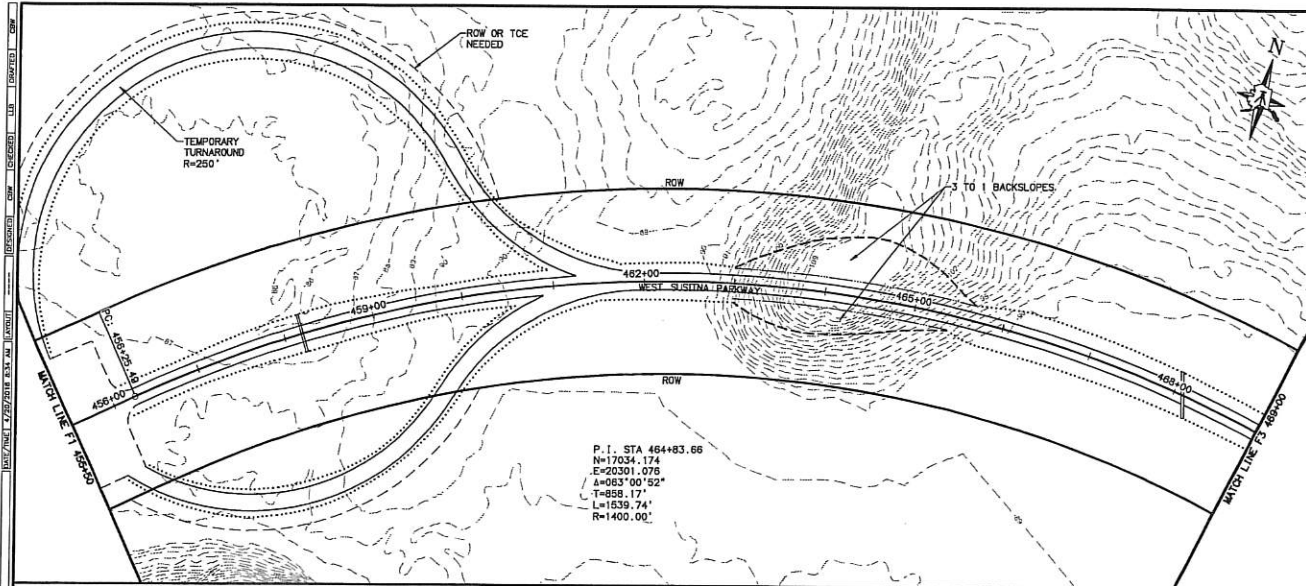


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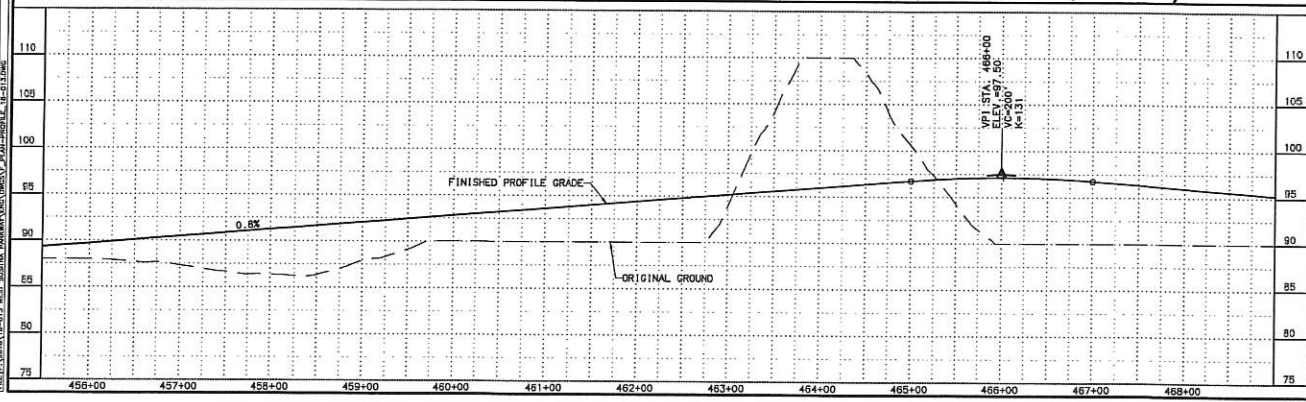


MAT-SU BOROUGH

WEST SUSITNA PARKWAY
PLAN AND PROFILE
STA 442+34 - 455+50



P. I. STA 464+83.66
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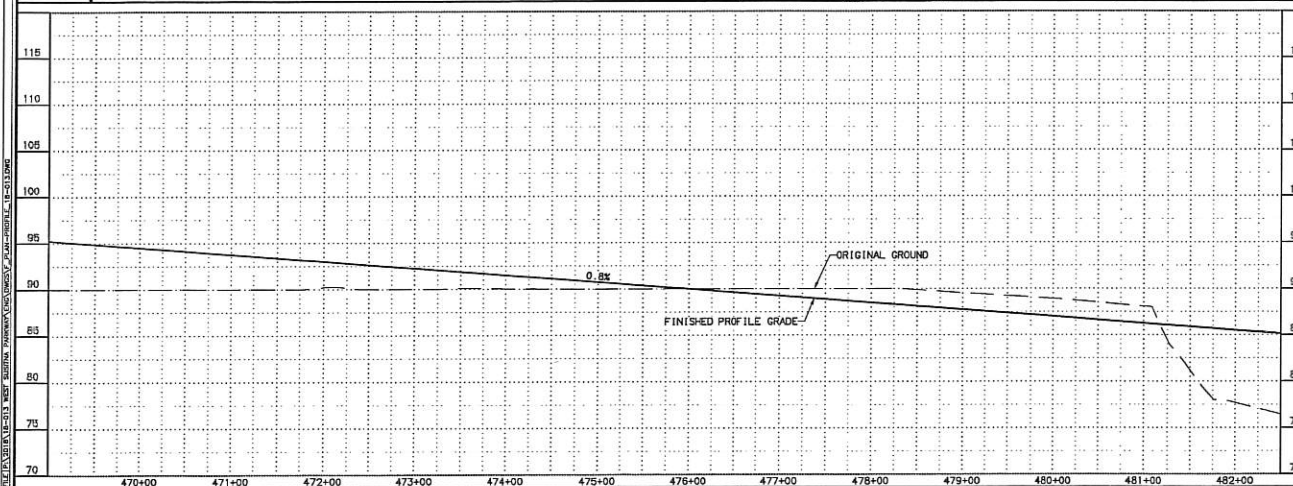
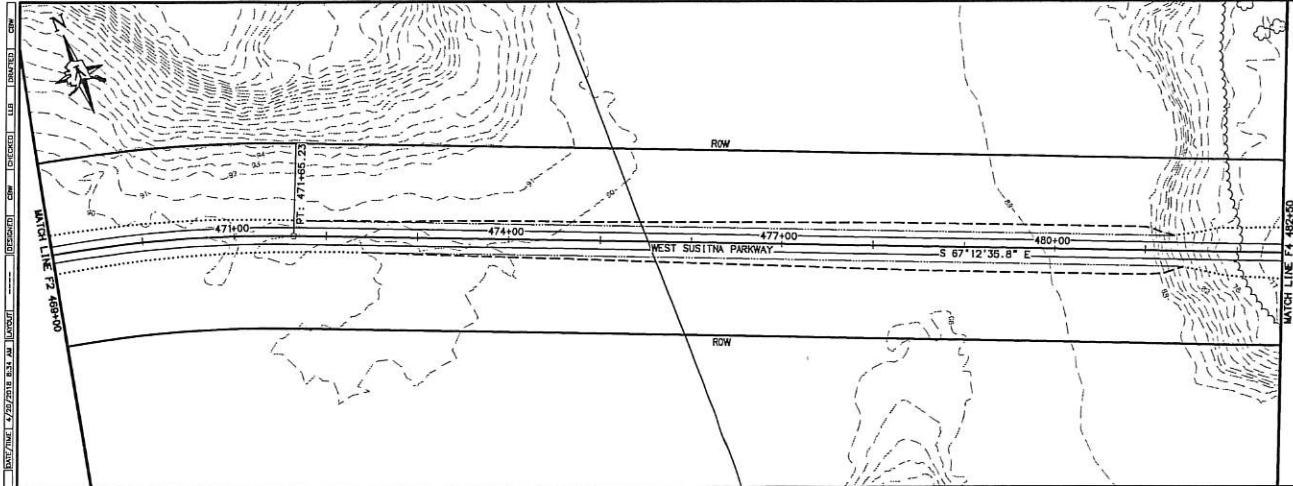
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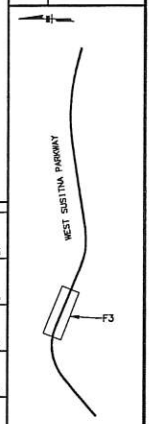
LOUGHRAN & ASSOCIATES
 ENGINEERS & ARCHITECTS
 1173 N. LEACHCROW LOOP, SUITE 2
 ANCHORAGE, ALASKA 99504
 (907) 337-4128

MAT-SU BOROUGH

WEST SUSITNA PARKWAY
 PLAN AND PROFILE
 STA 456+00 - 469+00



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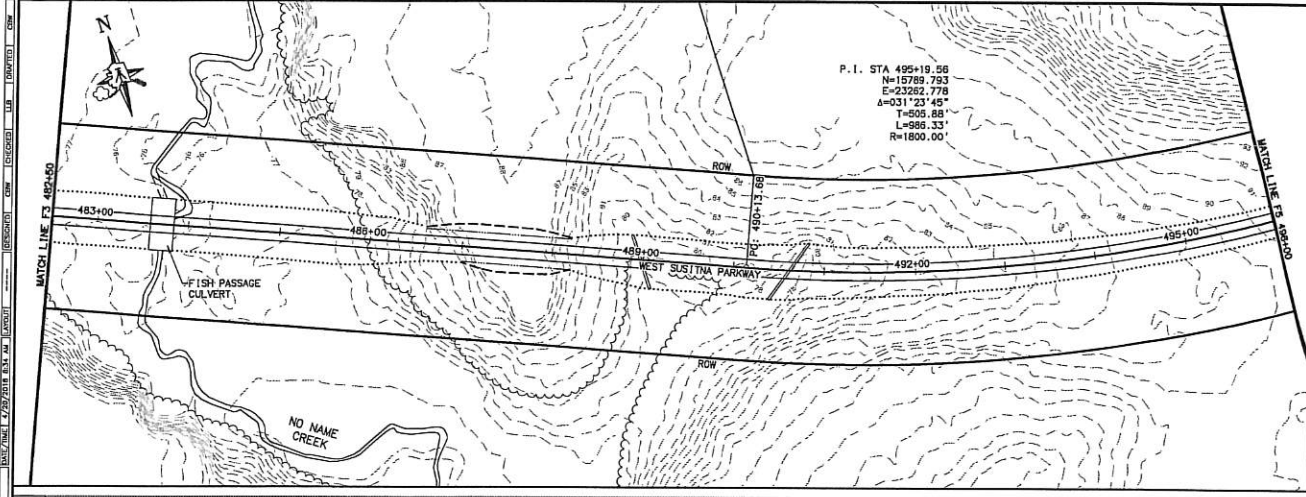


LINDORFF & ASSOCIATES, INC.
 1175 G. LEONARDSON LOOP, STE. #
 BOULEVARD, ALASKA 99584
 (907) 485-4100

MAP - SU - BOROUGH

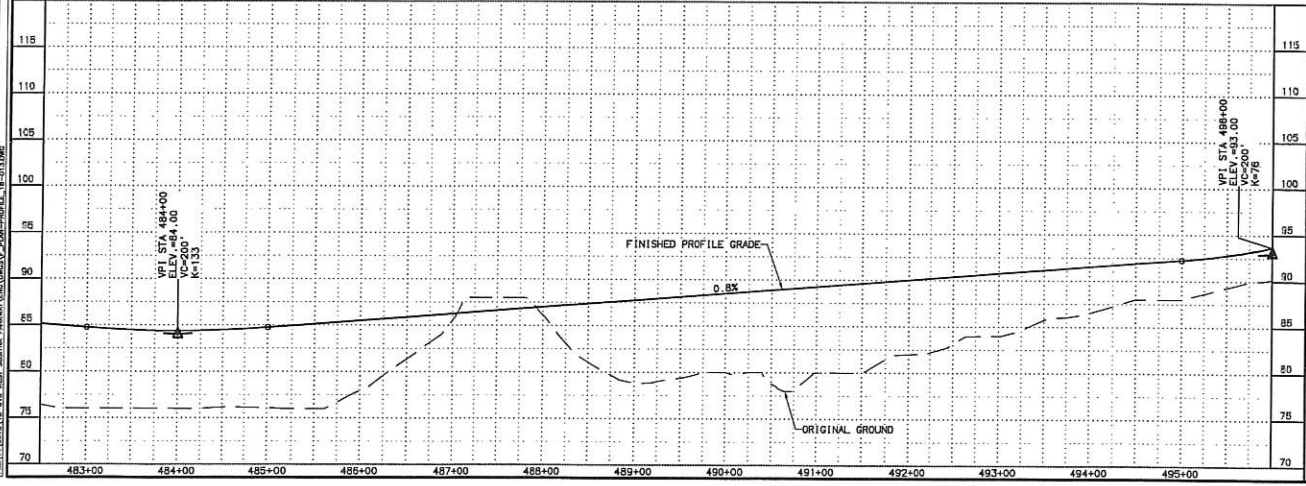
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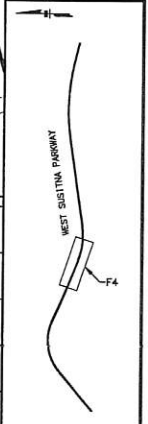
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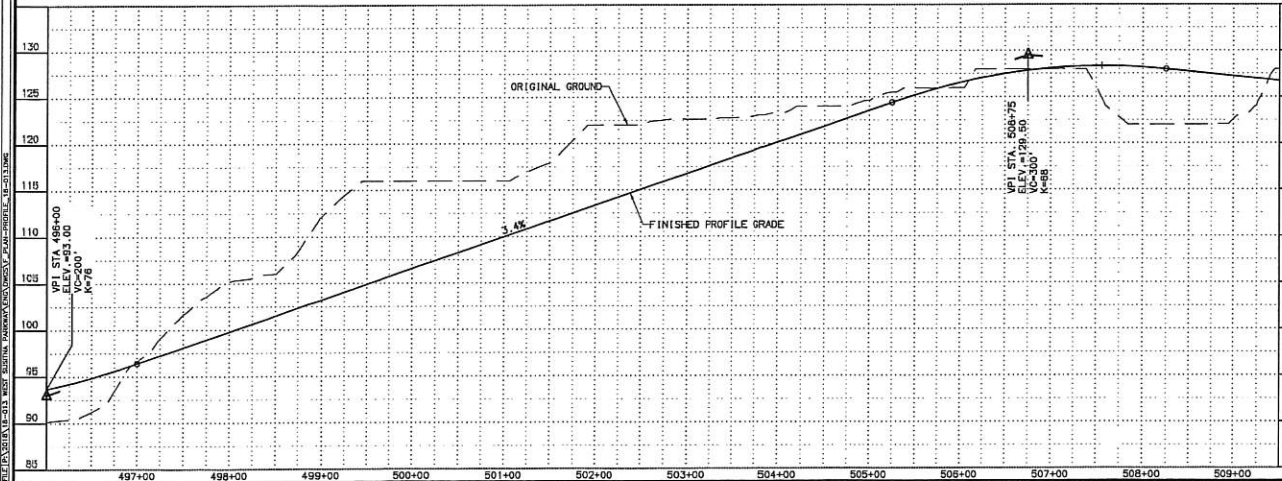
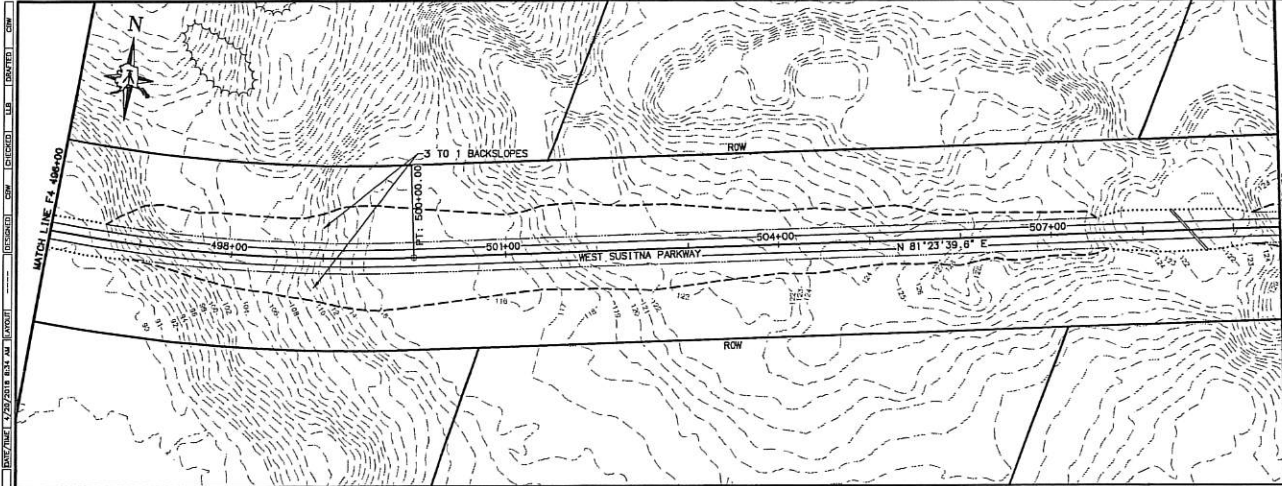
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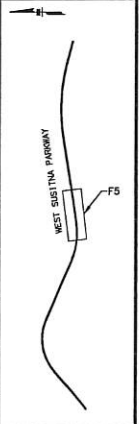
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MAT-SU BOROUGH

WEST SUSITNA PARKWAY
 PLAN AND PROFILE
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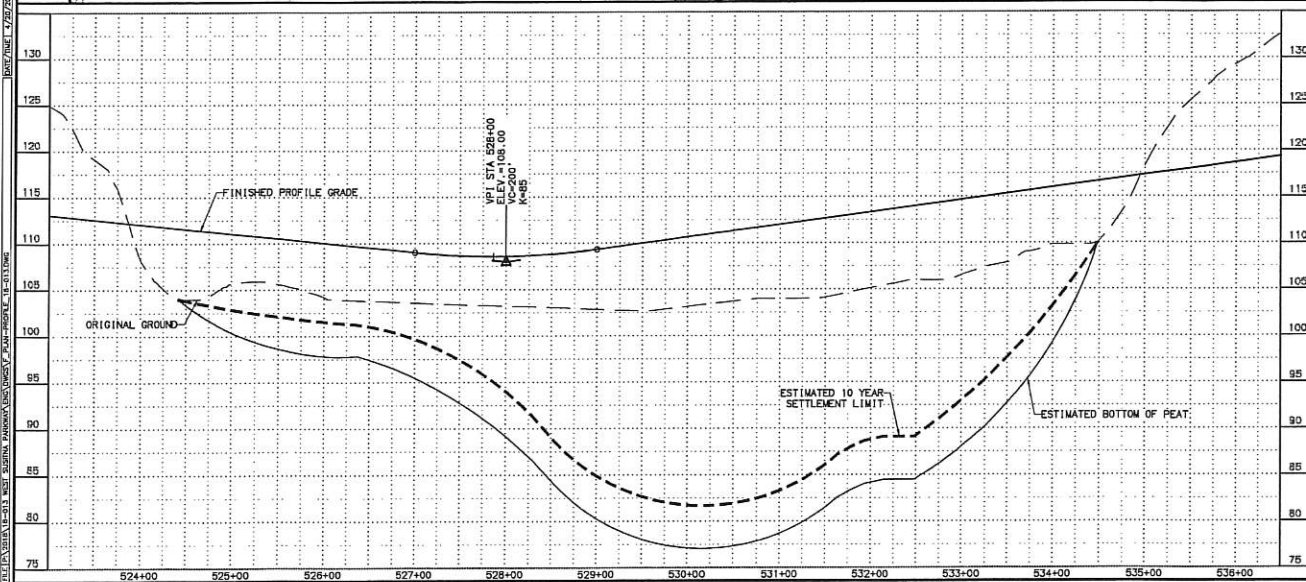
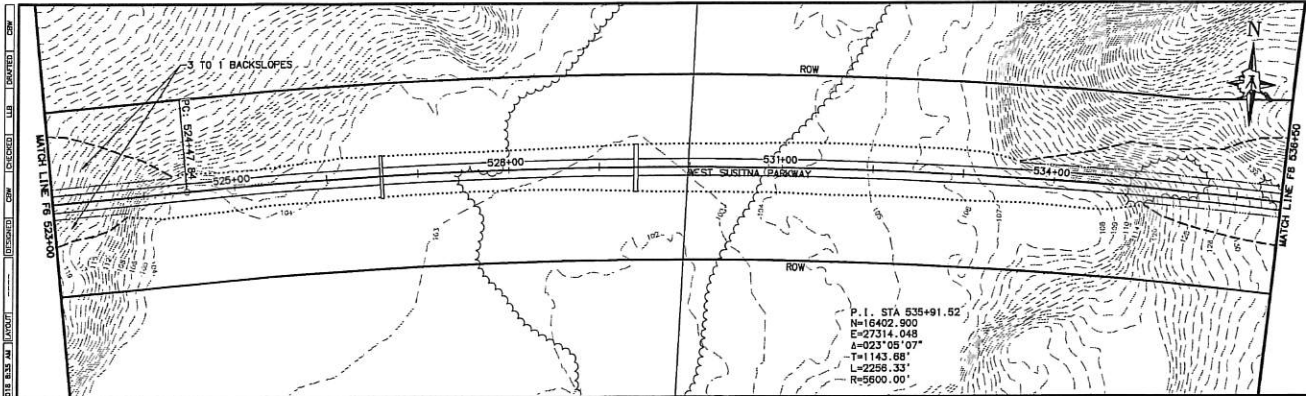
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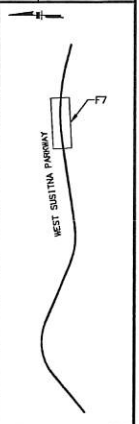
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MAT-SU BOROUGH

WEST SUSITNA PARKWAY
 PLAN AND PROFILE
 STA 496+00 - 509+50



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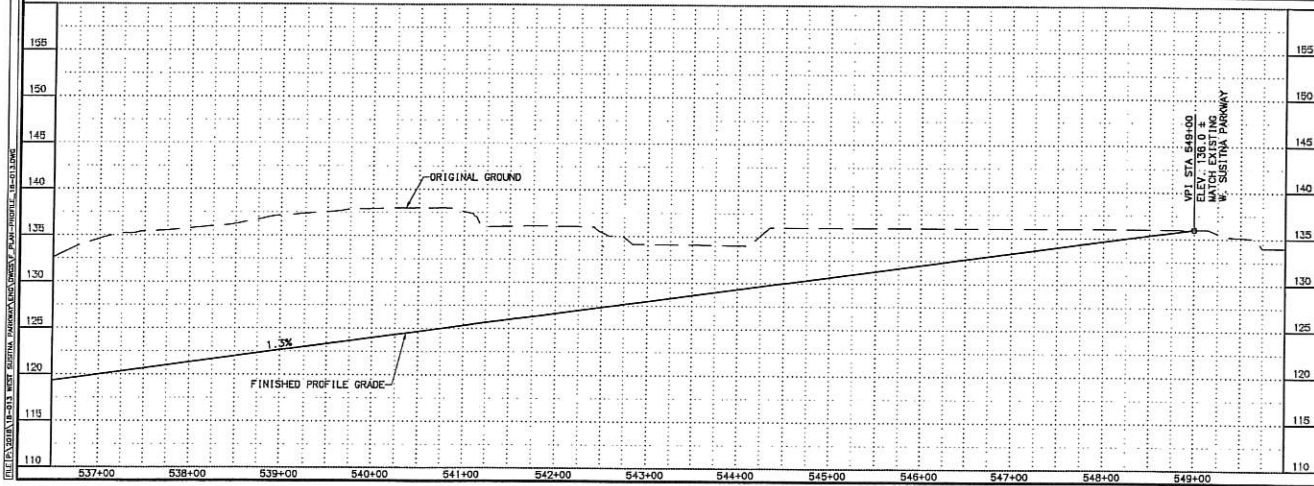
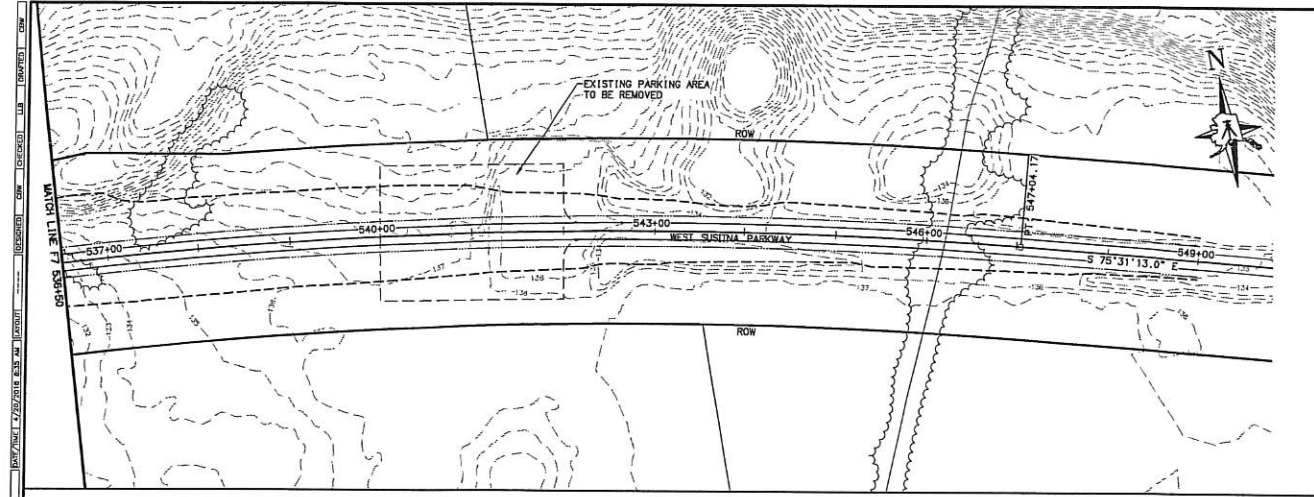


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MAT-SU BOROUGH

WEST SUSITNA PARKWAY
 PLAN AND PROFILE
 STA 523+00 - 535+00



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NO.	REVISION		
NO.	REVISION		



LOUNSBURY & ASSOCIATES
 Surveyors & Engineers, Inc.
 1175 S. COOK ROAD, SUITE 200
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 (907) 281-8125

MAT-SU BOROUGH

WEST SUSITNA PARKWAY
 PLAN AND PROFILE
 STA 536+50 - 550+00

DEC 02 2019

Administration



Municipality of Anchorage

Ethan Berkowitz, Mayor

November 20, 2019

John M. Moosey
Borough Manager
350 E. Dahlia Avenue
Palmer, AK 99645

Dear Mr. Moosey,

We are writing today to thank you. The Port of Alaska was recently awarded a \$25 million grant through the U.S. Department of Transportation's BUILD program. As part of the grant application process, your organization contributed a letter of support.

Your willingness to support the Port of Alaska's application went a long way to ensure our success: letters of support from stakeholders make a significant difference when applications are reviewed by federal agencies.

For the continued support and encouragement that you provided, we thank you. We hope to continue to keep your support through good stewardship of the grant dollars we are receiving, and any others that may come our way. Our goal is to lessen as much as possible the impact of port infrastructure replacement on Alaska businesses and consumers. You've helped us defray that expense, for which we are very grateful.

Sincerely,


ETHAN BERKOWITZ
Mayor

 
WILLIAM D. FALSEY STEPHEN RIBUFFO
Municipal Manager Port Director



The Waze for Cities Data program is a free, two-way data exchange empowering public sector decisions to achieve concrete community impact. Launched in October 2014 with 10 city partners, the program has expanded to nearly 1,000 partners including city, state, and country government agencies, academic institutions, and first responders.

WAZE provides real-time, anonymous, proprietary incident and slow-down information directly from drivers themselves.

PARTNERS provide real-time and advance information on construction, crash, and road closure data.



BENEFITS



TO WAZERS

The Waze map evolves with every driver and data point added. The Waze for Cities Data program provides drivers with information about major traffic events directly from the government entities that are managing streets and highways.



TO PARTNERS

SITUATIONAL AWARENESS: Partners receive real-time incident information faster than other reporting methods and accurately pinpoints where incidents occur, creating faster response and clearing times, potentially saving lives.

TWO-WAY DRIVER COMMUNICATION: Partners use Waze to inform drivers of major traffic events and drivers communicate back real-time road insights through the app.

INFRASTRUCTURE PLANNING: Insights into locations with frequent congestion or hazards yields smarter urban planning.

COMMUNITY: Waze convenes partners online via an in-person events to share best practices and exchange ideas to improve mobility in communities around the globe.

STREAMLINING DATA INPUTS: Partners can utilize data standards designed by Waze for closure and incident reporting to reduce data fragmentation and promote transport and government data aggregation.

WAZE FOR CITIES DATA CASE STUDIES



RIO DE JANEIRO (COR)

Analyzed traffic and incident data from Waze to identify neighborhoods that experience the most congestion on election days (FIG. 1).

Rio later used this analysis during a secondary election to test transit management personnel staffing within neighborhoods. The image to the right shows a decrease in reported heavy congestion (dark red) as a result of this test.

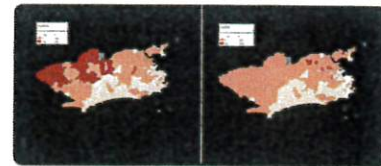


FIG. 1



CITY OF BOSTON

Analyzed three months of Waze data to determine locations with the most double parked car reports (FIG. 2). Issued month-long test where the Bike Strike Team was dispatched to alleviate traffic conditions.

In one month, issued more than 240 move-alongs and 36 parking tickets. Test has led to additional mobility experimentation by the city.



FIG. 2

To get more information on the Waze for Cities Data program and to get more case studies from partners, please visit our website at waze.com/wazeforcities



GETTING DATA FROM WAZE

FEEDS



TRAFFIC INCIDENTS INCLUDING:
Jams, crashes, hazards, construction, potholes, roadkill, stopped vehicles, objects on road, and missing signs

Reported by our community of mobile users



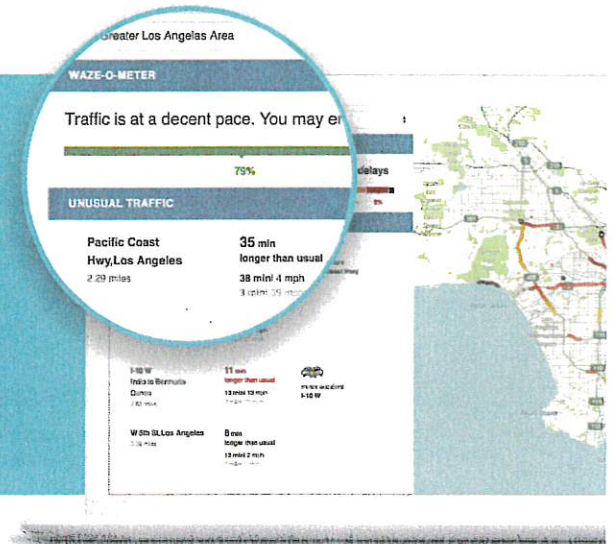
SYSTEM-GENERATED TRAFFIC JAMS:
Location and speed data associated with slow downs below average speed for a particular segment for the time of day/day of week

Identified by analyzing anonymized user GPS signals in aggregate

TOOLS

Waze's Traffic View tool provides you with a live map of traffic conditions in your area, lets you customize routes you want to track, and alerts you to unusual traffic conditions as they occur.

Waze's Email Alerts notify you directly of unusual traffic events including details and insights you can use to manage them.



GIVING DATA TO WAZE

Waze asks that Waze for Cities Data partners share data about road closures (both planned and in real-time), traffic incidents (construction, crashes, etc), and major traffic events (e.g. marathons, parades, VIP visits, or disasters).

Waze can also accept unique data sets on:

- 1 Crisis centers
- 2 Dynamic speed limits
- 3 Business locations
- 4 Parking locations
- 5 Real-time snow plow/garbage truck feeds

To get more information on the Waze for Cities Data program and to get more case studies from partners, please visit our website at waze.com/wazeforcities



Waze Connected Citizens Program Data Upload Tool and Waze Traffic Data API (the "Program") Additional Terms

Last Modified: August 15, 2019

Your use of the Waze Connected Citizens Program Data Upload tools, the Waze Traffic Data API and any other Google's service that allows you to access Waze data are subject to the [Google Terms of Service](#), the [Google APIs Terms of Service](#), and these additional terms (the "**Waze Connected Citizens Program Additional Terms**"). Together, the Google Terms of Service, the Google APIs Terms of Service, and the Waze Connected Citizens Program Additional Terms are the "**Agreement**." If you use the API or Waze data as an interface to, or in conjunction with, other Google products or services, then the terms for those other Google products or services also apply.

1. Authority to Accept Terms. If you are accepting this Agreement on behalf of a government entity, a company, or other entity, you represent and warrant that: (a) you have full legal authority to bind that agency, company, or entity to this Agreement; (b) you have read and understand this Agreement; and (c) you and your agency, company, or entity agree to this Agreement. If you don't have the legal authority to bind your agency, company, or entity, please do not accept this Agreement.

2. Data Licenses.

2.1. To Google.

(a) License Grant. When you upload data using the Waze Connected Citizens data upload tools (the "**Waze Upload Tools**") or actively provide the data to Google in any other way, you grant Google a royalty-free, non-exclusive, worldwide license to use the uploaded data in connection with Google products and services for (i) the duration of the applicable intellectual property rights in that data, or (ii) the maximum period permitted by applicable law if (ii) is shorter than (i).

(b) Rights. You represent and warrant that you have and will retain all necessary rights to provide that license to Google.

2.2. To You.

(a) License Grant. When you use the Waze Traffic Data API (the "**Waze API**") or access Waze data via any other Google service, Google grants you a royalty-free, non-exclusive license to do the following, subject to the [Google APIs Terms of Service](#) and the Waze Connected Citizens Program Additional Terms:

(i) internally use the Waze API or other Google services provided to you to access Waze's traffic data;

(ii) internally use that Waze traffic data in your traffic management infrastructure and crisis response centers, solely to improve traffic conditions; and

(iii) incorporate and distribute real-time Waze traffic data in a consumer-facing traffic incident notification service that you own and control.

(b) License Restrictions.

(i) You may only use the Waze API or Waze data in the geographical areas covered by the data you uploaded or provided to Waze.

(ii) You may only use the Waze API or Waze data as long as you are licensing your data to Google under Section 2.1.

(iii) You will not, and will not permit a third party to do any of the following, except with Google's express prior written consent:

(A) use the Waze APIs, Waze data, or the Waze Upload Tools in any manner not expressly authorized by this Agreement (for example, you must not scrape the Waze Upload Tools and data);

(B) distribute or publish aggregated or historic Waze data or any analyses of the Waze data; or

(C) use Waze data to create a product or service that performs the same or similar functions as the Waze service (for example, you must not use the Waze API or Waze data to create a navigation app).

- (iv) Your services that use the Waze data must not (and must not make it reasonably possible for third parties (other than your Google-approved subcontractors) to):
 - (A) incorporate Waze data into third-party products or services; or
 - (B) use Waze data for any commercial purpose.

2.3 **Sublicensing.**

- (a) Google may sublicense the license rights in Section 2.1 to (i) its affiliates; and (ii) users (to the extent necessary to permit them to use Google products and services).
- (b) You may sublicense the license rights in Section 2.2 to the sublicensees authorized in writing by Google (without further right to sublicense), subject to the following:
 - (i) you must have written agreements with your authorized sublicensees that are no less protective of Google and the Waze data than this Agreement;
 - (ii) you must not charge your authorized sublicensees a fee to access the Waze data;
 - (iii) your authorized sublicensees may exercise the sublicensed rights only in connection with your consumer-facing traffic incident notification service; and
 - (iv) you will remain liable for your authorized sublicensees' acts and omissions.

2.4 **Attribution.**

- (a) By You. When you use Waze data in your service(s), you will provide attribution to Waze in accordance with the [Waze Connected Citizens Program Attribution Guidelines](#).
- (b) By Google. When Google uses your road closure or traffic incident data in Google products or services, Google will provide attribution to you consistent with its attribution to similarly-situated licensors, subject to form factor or technical limitations (including space-constricted displays and text or voice-based results).
- (c) Brand Features Licenses. Each party grants the other a royalty-free, non-exclusive, worldwide license to use their brand features, only in connection with its attribution obligations in Section 2.4 and, if approved, its publicity rights under Section 4.4 (Publicity). All goodwill, rights, and benefits those brand features will inure solely to the brand features owner's benefit, and the brand features owner will retain all rights in those brand features.

2.5 **Retention of Rights.** As between the parties:

- (a) you retain all rights in your uploaded data; and
- (b) Google retains all rights in (i) the Waze API, Waze data, Waze Upload Tools or any other related Google service ; (ii) all Google products and services, and (iii) any content created, submitted, or used in connection with the Google products and services, including (A) user-generated content (for example, Waze user corrections to, or verifications of, your uploaded data); and (B) Google-created content (for example, the Google quality control team's corrections to your uploaded data).

2.6 **No Other Restrictions.** Nothing in this Agreement:

- (a) requires either party to use the other party's data;
- (b) restricts either party from using content it obtains elsewhere; or
- (c) restricts either party from exercising any rights it has at law (including under the U.S. Copyright Act).

3. **Privacy Policy.**

Because neither party will disclose any personal information to the other under this Agreement, the Google Privacy Policy (referenced in the Google Terms of Service and the Google APIs Terms of Service) does not apply.

4. **Confidentiality; Publicity.**

4.1 Definition. "**Confidential Information**" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is

independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

4.2 Confidentiality Obligations. Subject to Section 4.3 (Public Records Exception), the recipient will not disclose the other party's Confidential Information, except to employees, affiliates, agents, or professional advisors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

4.3 Public Records Exception. If you are a government entity, the following will apply, subject to applicable law:

(a) Notice Requirement. If a government entity receives a public records disclosure request, you will promptly (and in any event within five days) provide to Google a written notice specifying the details of the disclosure request, including the requester's identity, the requested records, and the legal deadline to disclose the records.

(b) Disclosure of Public Records. A government entity may disclose the requested records on the legal deadline for disclosure as required by the applicable public records disclosure law, but only if: (1) Google does not obtain a court order enjoining the disclosure, (2) the government entity reasonably determines that the requested records are not exempt from disclosure, and (3) the government entity is otherwise legally required by an applicable public records disclosure law to comply with the disclosure request.

4.4 Publicity. Subject to Section 4.3, neither party may make any public statement regarding the Connected Citizens Program without the other's written approval, except that the parties may publicly reference a government entity's participation in the Connected Citizens Program. Each party will promptly review and respond to the other party's approval requests.

5. No Indemnity Obligations. Neither party will have indemnity obligations under the Agreement. The second sentence in the Google Terms of Service section titled "Business uses of our Services" and the Google APIs Terms of Service section titled "Indemnification" will not apply under this Agreement.

6. Termination. Either party may terminate this Agreement for convenience on 60 days' written notice to the other party. On termination of this Agreement for any reason (contractual or otherwise): (a) each party will stop providing data to the other party; (b) you will stop using the Waze API, Waze Data, and Waze Upload Tool; and (c) the following Sections will survive (along with any other sections that under their terms or by implication ought to survive): the [Google Terms of Service](#); all defined terms; Sections 2.1, 2.3(a), 2.4(b), 2.4(c), 2.5, 2.6, 3, 4, 5, 6, and 7.

7. General.

7.1 Affiliates, Consultants, and Contractors. Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement, provided that those parties are subject to the same obligations as Google.

7.2 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

7.3 No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

7.4 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

7.5 Government Entities. If you are a government entity, the following will apply:

(a) Governing Law.

(i) For government entities (other than United States federal government entities), the [Google Terms of Service](#) section regarding governing law and venue is deleted.

(ii) For United States federal government entities, the [Google Terms of Service](#) section regarding governing law and venue is deleted and replaced with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara County, California, and the parties consent to personal jurisdiction in those courts."

(b) U.S. Government Restricted Rights. All access or use of the Waze API, Waze data, and Waze Upload Tools by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in the [Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs](#).

7.6 Conflicting Languages. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

7.7 Communication. You agree to receive communications from Google, including service announcements, administrative messages, offers and other information in connection with the Program and your use of the API via email, SMS, and other channels. You may opt out of some of those communications.

Waze Connected Citizens Program Attribution Guidelines

In accordance with the Waze Connected Citizens Program Data Upload Tool and Waze Traffic Data API Additional Terms section 2(d) Attribution, if Government Agency or Private Entity uses Waze Data, it will attribute Waze in accordance with the following guidelines:

1. If Waze Data is visually displayed in any manner, the following attribution (including the hyperlink) must always appear on the same display, as reasonably near the Waze Data as possible:

- a. "Data provided by Waze App. Learn more at <http://waze.com>"



- b. If displaying the above attribution is not technically feasible due to technical limitations (such as space-constricted layouts), and Government Agency does not provide a similar attribution to any other party, Government Agency may use the following short-form attribution (including the hyperlink) instead:

- "Data by Waze App. <http://waze.com>"



- c. If Government Agency is also unable to provide the short-form attribution, Government Agency may use a different form and format of attribution, subject to Google's express prior written consent.
 - d. If the attribution provided by Government Agency under this Section 1 is displayed on a mobile device, the hyperlink will be "<http://m.waze.com>". Government Agency may embed the hyperlink only if it does so in the "Waze App" text.
2. If Government Agency references or uses Waze Data in an audio-only manner (for example, to report an incident on the radio), Government Agency will provide a clear, spoken attribution referencing Waze as the source of the information, in the following (or substantially similar) manner:
"This incident was reported by the Waze application".
 3. Any other attribution or uses of the Waze Brand Features must be pre-approved by Google. This includes any references or uses of Waze Data in academic papers, presentations, charts and graphs, marketing materials, and other types of print.
 4. Government Agency should allow Google at least 48 hours (on business days) to review an approval request.
 5. The parties may mutually agree to amend the Attribution Guidelines in writing (including by email).



HAWK LANE SOLAR FARM DEVELOPMENT OVERVIEW

Renewable IPP, LLC

Jenn Miller, CEO
1570 Garden St.
Anchorage, AK 5508
jenn.miller@renewableipp.com
(907) 830-0054

November 24, 2019

PROJECT OVERVIEW

The Hawk Lane solar farm development is anticipated to occur in two phases. Phase 1 is the initial solar farm and would be approximately 5 Megawatt (MW) built on the South-East, 160-acre corner of Parcel 72134. Matanuska Electric Association (MEA) completed a preliminary grid study technical screening and estimates that 5-MW could be integrated into their distribution power system. Phase 2 represents potential future development which would require more significant electrical infrastructure and extensive study to understand full feasibility. Building out the remaining open land of the Phase 1, 160 acres and building out the two West, 160-acre parcels (320-acre additional land lease) could allow for an additional 15-MW of solar to be installed. Full build out of the 480-acre parcel is estimated to be 20-MW. MEA and Renewable IPP still have extensive study left to understand if a full 20-MW build out is feasible.

The 5-MW Phase 1 solar farm would consist of approximately 18,000 solar panels and would produce 6.5 million kW-hrs per year, enough power for approximately 1,000 homes. 100% of the power produced would be sold to MEA for distribution to its members. The estimated Phase 1 project cost would be \$8-10 million.

Constructing the solar farm consists of five main work fronts: site prep, substructure, panel installation, AC electrical and interconnection. Site prep consists of clearing the land of tall trees and grading the land to eliminate dramatic grade changes. Installing the substructure requires driving piles (approximately 1,000 piles per Megawatt). Panel installation consists of installing aluminum rails, solar panels and connecting these to inverters which alter the panel output from direct current to alternating current (AC) for grid tie in. The AC electrical work ties all the inverters together and steps up the output voltage using transformers to meet MEA's grid voltage for distribution. Finally, MEA completes grid interconnection work which ties the new solar farm power into the MEA grid. An eight-foot fence would be erected around the entire solar farm to meet National Electric Code, keeping the public away from potential electrical hazards. The site fence and security cameras would also prevent theft or vandalism.

Pending successful detailed grid engineering studies, a power purchase agreement with MEA and timely investment in the project, the Phase 1, 5-MW, solar farm would ideally be constructed May through October in 2020. Delays in funding may cause construction to be phased over two summers, 2020 and 2021. Future Phase 2 development timing is more uncertain at this time, but if successful could occur 2021-2023. Detailed evaluation in 2020 would ultimately determine if further expansion (Phase 2) is feasible.

ECONOMIC & SOCIAL IMPACT

The Phase 1, 5-MW solar farm would result in a \$8-10 million dollar investment in the Houston area and generate property taxes for the land value and solar farm value. Construction of the 1-MW Willow solar farm created approximately 15 jobs. In order to construct 5-MW over one summer, this would result in 50-75 jobs paying \$20-\$50/hr. Additional longer-term jobs, three to ten, would be created for annual winter maintenance. The solar farm would be in operation at least 30 years.

The 5-MW solar farm offsets 10 million pounds of CO₂ per year. For reference the average carbon footprint for driving a car is 10,000 pounds of CO₂ per year. This project would offset the greenhouse gas

emissions for approximately 1,000 cars each year. The carbon footprint associated with land clearing, panel manufacturing and construction is typically offset by the new panels within 3-5 years.

PROJECT DEVELOPMENT STAGES

Solar farm project development consists of the stages defined below:

- **Technical Feasibility-** Land locations are identified and screened at a high level by the Utility company to ballpark the amount of solar which can tie into the Grid. Land is secured through lease or purchase.
- **Detailed Design-** A detailed grid study and engineering design are completed. These two deliverables along with procurement quotes inform a final project cost estimate.
- **Financial Feasibility (FID)-** A power purchase agreement (PPA) is agreed with the Utility and approved by the Regulatory Commission of Alaska (RCA). This contractually allows power to be sold to the utility. Funding for the project is secured (debt & equity). Investors make a formal Financial Investment Decision (FID) which determines if the project is funded and ultimately progressed. When this stage is complete, the project is officially moving forward.
- **Procurement & Construction-** Materials are purchased and the solar farm is constructed.
- **Interconnection-** The solar farm construction is complete and the Utility interconnects the solar farm with the grid, allowing for production to commence.

At the time of application, the 5-MW Phase 1 development is in the earliest stage, Technical Feasibility. As described above the project will not be constructed unless it is successfully funded and a contract to sell power to the utility is approved by the RCA.

REQUESTED LEASE TERMS

Renewable IPP requests to lease the parcel in two sections with potentially different terms. All terms described below are preliminary and Renewable IPP looks forward to discussing options and recommendations with the Matanuska-Susitna Borough. As Phase 1 development looks more certain at this time, Renewable IPP requests to subdivide the South-East, 160-acres from the total 480-acre parcel. Renewable IPP would like to lease the entire 480-acres at this time. We would like to request a year to year lease for both the 160-acre and 320-acre parcel which would allow us to complete Technical Feasibility, Detailed Engineering and Financial Feasibility before committing to a long-term lease. Once each phase completes Financial Feasibility, Renewable IPP, would like to request a 30-40 year lease or outright purchase of the land. If possible, Renewable IPP would like to be able to sub-lease the land to the solar farm investors once identified. As previously mentioned, all terms discussed are initial conceptual ideas and Renewable IPP is very open to discussing lease options.

COMPANY EXPERIENCE

Renewable IPP, LLC was founded in 2017 with the mission to bring economic renewable energy to Alaska. Renewable IPP, LLC is a utility scale solar farm developer and engineering, procurement & construction (EPC) company. The four Renewable IPP partners provide decades of energy industry, engineering and project management experience. Within a year from founding the company, Renewable IPP started up their 140kW-DC Willow Solar Farm. The Willow Solar Farm was delivered at \$1.22/W-DC, marking the lowest cost solar farm development in the State. One year later the company developed and delivered the 1.2MW-DC Willow Solar Farm Expansion. Renewable IPP executed both projects within budget.

The company's Willow project experience built strong business, engineering design, procurement and construction capability. The partnership is very experienced in optimizing solar system design to maximize production in Alaska climates. This greatly improves system economics and increased production reduces demand on non-renewable energy sources (e.g. diesel). Through the execution of the Willow projects, Renewable IPP established long lasting supply chain relationships, enabling the company to provide low cost procurement in Alaska. As the partners built the 100kW Willow Solar Farm, they learned first-hand how to improve the design in order to reduce labor and construction costs for future projects. Renewable IPP, LLC is now a licensed general contractor with the ability to work multiple projects.

The team is built up of Alaska residents who have lived in the state for decades and are familiar with remote logistical and weather challenges. Renewable IPP operates its Willow Solar Farm and has acquired cold climate operational experience. The Renewable IPP team is committed to increasing affordable renewable energy in Alaska and appreciates the Matanuska-Susitna Borough's consideration of their land lease application.

Learn more about Renewable IPP at their website: www.renewableipp.com

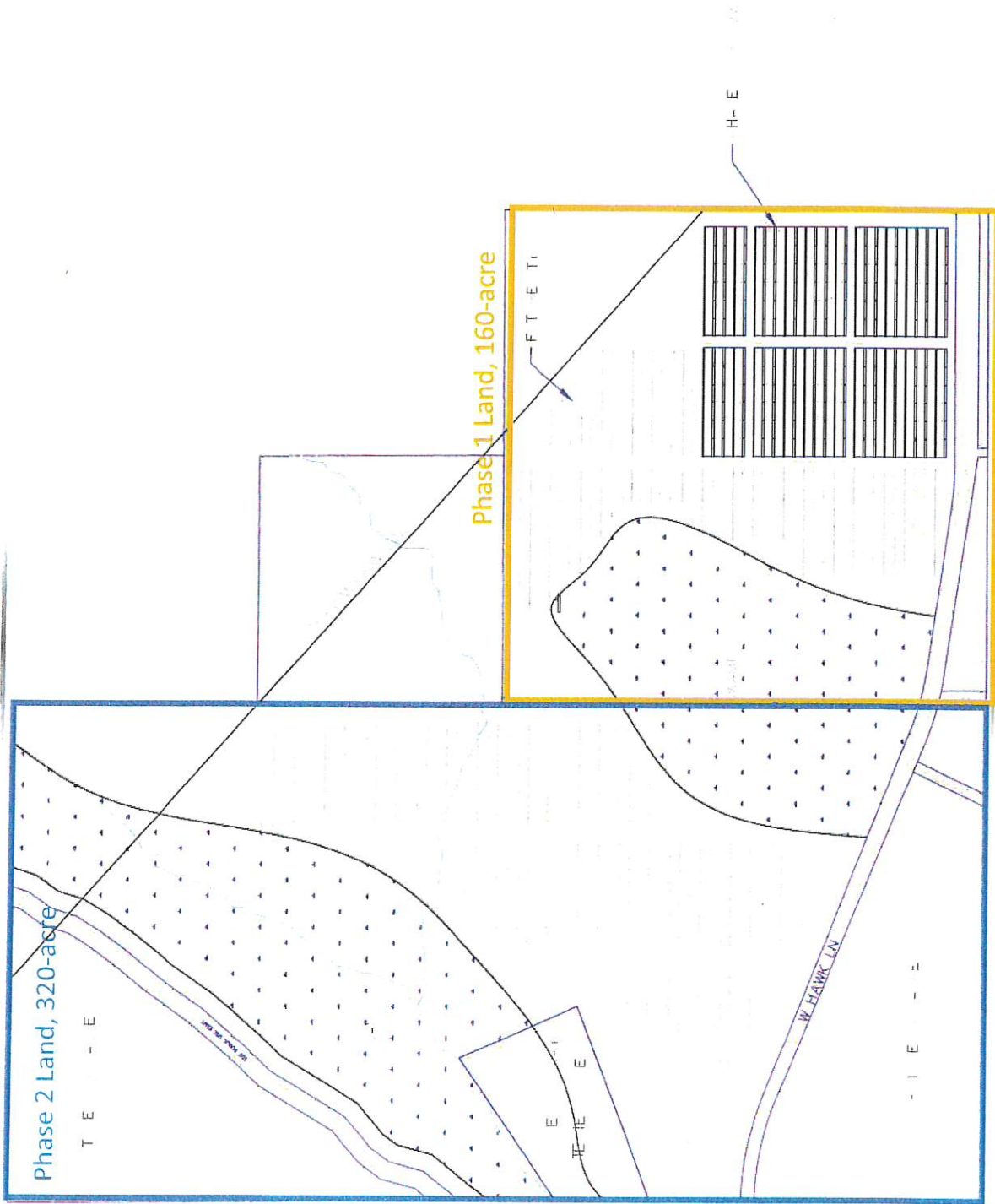


Renewable IPP, LLC Partners at their 140 kW-DC Solar Farm. Pictured left to right: Sam Dennis (COO), Chris Colbert (CFO), Grant Smith (Chief Engineer) and Jenn Miller (CEO)



PARCEL ID: 72134
TOWNSHIP: MANOR IN SECTION 34 E 1 T 2 R

SITE PLAN (5 MW)
C1





MATANUSKA-SUSITNA BOROUGH

The Budget Process - Budget Calendar Fiscal Year 2021

Date	Budget Activity / Deadline
December 11, 2019	Capital Project Nominations are submitted to the Capital Projects Director.
December 31, 2019	New, not currently classified position requests are submitted to Human Resources by December 31 st for classification.
December 31, 2019	Budget system is activated and directions are distributed to Directors with personnel planning sheets.
January 20, 2020	Preliminary Tax Roll is completed.
January 31, 2020	Revised capital requests, including justification, are submitted to the Finance Director.
January 31, 2020	New positions and personnel change requests and justification for new positions are submitted to the Manager and Finance Director.
January 31, 2020	Revised salary personnel worksheets noting overtime, temporary, and on-call employee wage requests are returned to the Budget & Revenue Specialist.
January 31, 2020	Full listing of requested positions is submitted to the R&B division by the Manager.
Week of January 27, 2020	Assessment notices are mailed.
January 30 – February 28, 2020	Appeal period.
Week of February 3rd, 2020	Salary and benefit data is reviewed and entered into the budget system by the Revenue & Budget division. Personnel budget worksheets are provided to Directors for review.
February 10, 2020	Update tax revenues following preliminary completion of tax roll.
Week of February 10, 2020	Final divisional budgets to be reviewed and updated accordingly by department heads. Submit detailed description of requests for training, travel, professional services, other contractual, furnishings, and equipment to Budget & Revenue Specialist.
February 14, 2020	Budget system is closed for input at 5:00 PM
February 21, 2020	Preliminary mill rates to be provided by Public Works Director & Emergency Services Director for RSAs, FSAs and SSAs.
February 21, 2020	Local education funding allocation is calculated as of February 1, 2020 and provided to the Borough Manager.
February 28, 2020	Department directors have reviewed budgets with applicable boards and commissions including E-911, Animal Care, Board of Supervisors, etc.
Week of March 2nd, 2020	Assessor prepares revised tax roll following the appeal period.
March 17, 2020	Joint meeting with the Assembly and the School Board.
March 20, 2020	Final mill rates for RSAs, FSAs and SSAs submitted to Finance Director from Public Works Director & Emergency Services Director.
March 26 – April 6, 2020	Finalization of Borough Manager's fiscal year 2021 proposed budget and completion of final modifications.
April 1, 2020	School district to deliver their budget to Borough.
Week of April 6th, 2020	Prepare minimum funding resolution.
April 13 – 21, 2020	Complete production of budget document.
April 19, 2020	State Legislative Session ends.
April 21, 2020	Introduction of Manager's proposed fiscal year 2021 budget.
TBD	Special Meeting
TBD	Special Meeting
TBD	Special Meeting
TBD	Special Meeting

Matanuska-Susitna Borough



Date: December 2, 2019

To: Assemblyman Dan Mayfield

From: John Moosey, Borough Manager

RE: ANC Studded Tire Regulation Consideration

Thank you very much Mr. Mayfield on bringing this to our attention. I have discussed this topic with staff. Our thoughts on this issue are:

- This would have a minor impact on road wear and tear. It would also make resident travel less safe should an ice storm or snow event occur during the first month or so after the new start date.
- The estimated savings of \$3.2 million out of a total annual damage of \$13.7 seems overly optimistic. Reducing the approved period by two weeks should only save about \$856,000 assuming the damage occurs evenly over time. Two weeks out of the 32 week period is a 6.25% reduction in time. Saving \$3.2 million assumes about a 23.4% reduction in damage.
- Also please strongly consider making a decision jointly with DOT. It will be an enforcement nightmare if folks legally driving in from Fairbanks and the Valley get cited once they enter into Anchorage for work or shopping.



Learn
More

ANCHORAGE DAILY NEWS

Anchorage

Anchorage Assembly shortens studded tire season

✍ Author: Aubrey Wieber ⓘ Updated: 8 hours ago 📅 Published 12 hours ago



(Scott Jensen / ADN archive)

As if Anchorage needed another reminder that winter comes later than it used to, the city Assembly has decided to cut its studded tire season by two weeks.

Starting next fall, the city will not allow studded tires on the roads until Oct. 1. Previously, drivers were able to switch out their tires Sept. 15.

The matter received significant debate among Assembly members because the change would be a divergence from the statewide season.

The concern was people traveling from other areas where it snows earlier could get unfairly punished. It ultimately passed 6-3 with Assemblymen Fred Dyson and Kameron Perez-Verdia being absent.

The citation for off-season studded tire use is \$50 per tire.

The shortening of the season is an attempt to limit the damage the studs do to bare pavement. The decision was in part driven by a University of Alaska Anchorage report that found the city allows studs significantly earlier than when the first snow usually hits the ground, causing roads to deteriorate at a quicker rate.

According to the National Oceanic and Atmospheric Administration, Anchorage doesn't get an inch or more of snow depth until Oct. 25 on average.

The Assembly held a public hearing on the issue Nov. 5, with only one person, Eugene Carl Haberman, giving testimony.

Haberman, who lives in the valley, said many travel from the Mat-Su Borough to Anchorage for work, and the shorter season would put Anchorage's studded tire dates out of sync with its northern neighbors.

That was a concern Assemblyman Forrest Dunbar had also, though he was thinking further north than the valley. Dunbar successfully proposed an amendment stating anyone living north of the 62nd parallel can have a ticket dismissed if they show proof of address. The 62nd parallel is just south of Glennallen.

"I think writing a ticket for those folks who are doing the responsible thing on those highways is not good public policy and it's not very neighborly," he said.

There was enough concern at the November meeting to postpone a vote until Tuesday's meeting.

A Tuesday amendment from Assemblywoman Meg Zaletel allows vehicles with a special traction permit from the state to be exempt from Anchorage's shortened season. She said some local employers complained that they send employees out of the area to work where it snows more.

Several members were concerned that those living in the municipality's hills are more likely to deal with early snow, but a clause in the ordinance is supposed to address that. The city is able to lift the stud ban in anticipation of a large storm outside of stud season.

Municipal manager Bill Falsey said in that situation, the city will inform Anchorage police and make a public announcement.

Matanuska-Susitna Borough



Date: December 6, 2019

To: Borough Directors

From: John Moosey, Borough Manager

RE: Application of Ordinance 19-088 (Assembly Persons Contract Interest)

The Purpose of the Memorandum is to inform you of the rules established for future business with a current Assembly Member or Former Assembly Member.

We are prohibited from having an agreement for compensation with an existing member or past member (currently only applies to Sykes, Beck) for any Borough work without pre-approval from the current Assembly.

Please inform the Borough Manager if a potential need of staff or interest in a contract by a current or past member arises. The purpose of the ordinance is two-fold. First to mitigate undue pressure on our staff for an advantage and secondly to bring any potential action to the public light.

Ordinance 19-088 and IM 19-118 are attached.



CODE ORDINANCE

Sponsored by: Assemblymember Sumner
Introduced: 10/01/19
Public Hearing: 10/15/19
Amended: 10/15/19
Adopted: 10/15/19
Reconsideration Filed: 10/16/19
Reconsideration Withdrawn: 11/19/19

**MATANUSKA-SUSITNA BOROUGH
ORDINANCE SERIAL NO. 19-088**

AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY AMENDING MSB 2.71.090 and MSB 3.08.230 TO PROHIBIT ELECTED OFFICIALS FROM EMPLOYMENT, HOLDING CONTRACTS, OR HAVING ANY INTEREST IN CONTRACTS WITH THE BOROUGH WHILE IN OFFICE AND FOR ONE YEAR AFTER LEAVING OFFICE UNLESS THE ASSEMBLY WAIVES THE RESTRICTION IN ADVANCE.

WHEREAS, the intent and rationale of this ordinance are in the accompanying Informational Memorandum No. 19-118.

BE IT ENACTED:

Section 1. Classification. Sections 2 and 3 of this ordinance are of a general and permanent nature and shall become a part of the Borough Code. All other sections are noncode.

Section 2. Amendment of section. MSB 2.71.090 is hereby amended to read as follows:

2.71.090 EMPLOYMENT OF MUNICIPAL OFFICIALS.

(A) An elected official of the borough shall not be eligible for employment with the borough while serving as an elected official or within one year after leaving office.

(B) Except for salary, benefits, and expense reimbursement applicable to each elected official in the

course of performing their duties of elected office, an elected official of the borough, an entity employing an elected official, or an entity in which the elected official exercises any control, management, or operational decision making authority shall not be eligible to be employed, represent, advise, or assist the borough for compensation in any manner, or have any interest in a contract to provide services or supplies to the borough while the elected official is in office or within one year after leaving office. The borough assembly, in its sole and absolute discretion, may waive application of this section in advance of any bid, response, or offer being placed.

[(B)](C) A school board member shall not be eligible for employment with the Borough or School District while serving as an elected school board member or within one year after leaving office.

[(C)](D) A municipal official who leaves Borough service may not, for one year after leaving Borough service, represent, advise or assist a person for compensation regarding the following:

- (1) a matter that was under consideration by the department served by that municipal official;
- or

(2) a matter in which the official participated personally and substantially through the exercise of official action. For the purposes of this subsection, "matter" includes a case, proceeding, application, contract or determination, but does not include the proposal or consideration of legislative measures; or the proposal, consideration or adoption of administrative regulations or code.

(3) This restriction on employment or re-employment after leaving municipal service does not prohibit the municipality from contracting with a former municipal official to provide service on a matter on behalf of the municipality.

(4) The assembly may waive application of this restriction upon determination that a proposed action by a former municipal official is not adverse to the public interest. The waiver shall be by formal action and a copy shall be provided to the board of ethics.

[(D)] (E) A municipal official other than an elected official who leaves borough service may not, for one year after leaving Borough service, represent, advise, or assist the Borough for compensation in any manner

unless the Borough Assembly, in its sole and absolute discretion, approves the compensation. This section does not apply where the official is rehired, elected, or appointed into a position within the Borough.

Section 3. Amendment of Section. MSB 3.08.230 is hereby amended to read as follows:

3.08.230 AWARD ONLY TO QUALIFIED RESPONSIVE AND RESPONSIBLE BIDDER; INELIGIBLE BIDDERS.

(A) A contract award under this chapter shall be made only to a qualified, responsive and responsible bidder. The purchasing officer shall determine whether a bidder is qualified, responsive and responsible based on:

(1) the skill and experience demonstrated by the bidder in performing contracts of a similar nature;

(2) the bidder's record of honesty and integrity;

(3) the bidder's capacity to perform in terms of facilities, personnel and financing;

(4) whether the bidder has been debarred or suspended under MSB 3.08.235;

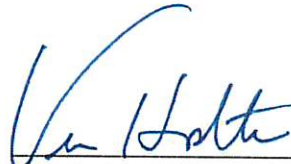
(5) at all times the best interests of the borough shall be recognized in awarding bids.

(B) Bidders subject to the restrictions of MSB 2.71.090 are ineligible to be considered unless the provisions of MSB 2.71.090 are waived by Assembly action in advance of the bid being placed. Notwithstanding all other provisions of Borough code, a bidder rejected under this section may not file an administrative protest or administrative appeal.

Section 4. Application. This ordinance applies to all officials in office as of the date of its adoption and prospectively. Nothing in this ordinance is to apply retroactively.

Section 5. Effective date. This ordinance shall take effect upon adoption.

ADOPTED by the Matanuska-Susitna Borough Assembly this 15 day
of October, 2019.



VERN HALTER, Borough Mayor

ATTEST:



LONNIE R. McKECHNIE, CMC, Borough Clerk

(SEAL)

YES: Beck, McKee, Leonard, and Sumner

NO: Sykes, Mayfield, and Boeve

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY AMENDING MSB 2.71.090 and MSB 3.08.230 TO PROHIBIT ELECTED OFFICIALS FROM EMPLOYMENT, HOLDING CONTRACTS, OR HAVING ANY INTEREST IN CONTRACTS WITH THE BOROUGH WHILE IN OFFICE AND FOR THREE YEARS AFTER LEAVING OFFICE UNLESS THE ASSEMBLY WAIVES THE RESTRICTION IN ADVANCE.

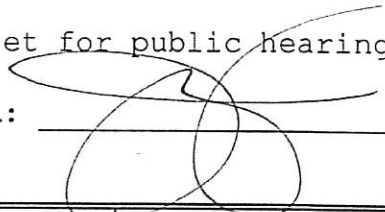
AGENDA OF: June 11, 2019

ASSEMBLY ACTION:

Amended & adopted with assembly members Sykes, Boeve & Mayfield opposed 10-15-19 (SM)

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: _____



Route To:	Department/Individual	Initials	Remarks
	Originator	NS	For Assemblymember Sumner
	Purchasing Officer	<i>JM</i>	
	Finance Director	<i>OK</i>	
	Borough Attorney	<i>NS</i>	
	Borough Clerk	<i>JM</i>	6/4/19 (SM)

ATTACHMENT(S): Fiscal Note: YES ___ NO X

Ordinance Serial No. 19-088 (5 pp)
Ethics Board Resolution (app)

SUMMARY STATEMENT: This ordinance is presented at the request of Assemblymember Sumner.

Current Borough Code does not prohibit the Mayor or Assemblymembers from doing business with the Borough while the member is in office. A restriction currently applies in MSB 2.71.090 that any municipal official who leaves borough service may not, for one year after leaving borough service, represent, advise, or assist the borough for compensation in any manner. Under MSB 2.71.090, the Borough Assembly has the power to approve such a proposal in its sole and absolute discretion.

The proposed ordinance here would amend MSB 2.71.090 to make two changes and also amend the purchasing code at MSB 3.08.230. These changes are intended to promote the utmost transparency by the elected officials of the Borough while in office. Also, since the elected officials of the Borough deal with the top management officials, this ordinance ensures that no undue influence or favoritism for financial gain occurs for a full term's length of time after they leave office.

First, the proposed amendment would prohibit an elected official from being employed by, receiving any compensation, and/or holding any contractual relationship with the Matanuska-Susitna Borough while in office, apart from that applicable to performing their official duties (i.e. salary, benefits, expense reimbursements). This proposed ordinance is written very broadly and applies to the elected official themselves, an entity employing an elected official, or an entity in which the elected official exercises any control, management, or decision making.

Not covered by the prohibition are entities in which the elected official holds an interest, but has no decision making authority. The ordinance is written in this manner so that stock or mutual funds held in a corporation by an elected official would not trigger the restriction unless the interest is so large that the elected official has bona fide decision making authority for the entity. This restriction comports with other parts of the ethics code so that only those interests which are direct and substantial are addressed. Insubstantial interests or interests shared by the general public do not operate as a restriction.

The ability of the Borough Assembly to waive the prohibition is preserved and clarified. An elected official or entity prohibited may seek a waiver in advance of any contemplated action.

The second change to MSB 2.71.090 changes the time for which the prohibition applies after the elected official leaves office. Instead of the current one year prohibition, the proposal here would extend the prohibition to three years. This time period equals the length of a full term of the elected officials of the Borough. Again, the ability of the Borough Assembly to waive the prohibition is preserved and clarified.

As it applies to the purchasing code, the proposal here would amend MSB 3.08.230 to incorporate the restrictions of MSB 2.71.090 into the purchasing code. The purchasing code is amended to clarify that bids subject to the restrictions of MSB 2.71.090 are ineligible for consideration. The code is addressed in this manner to put the onus on the bidder to perform their due diligence before they submit. In the event a bidder submits a bid in violation of MSB 2.71.090, the terms, conditions, or costs will not be

considered and the bid will be rejected automatically.

The purchasing code is further amended to clarify that there is no right to administrative protest or administrative appeal if a bidder is rejected under this section. This restriction is present to prevent bidders who are subject to MSB 2.71.090 from trying to make their own administrative interpretations and arguments in the hopes of getting a bid approved without bringing it to the attention of the Assembly in advance. Even worse would be a situation where the Assembly rejects a waiver, a bidder submits a bid anyway, and then tries to protest and appeal to receive the award.

As always, if an elected official has concerns about whether they are subject to MSB 2.71.090, they may obtain an opinion from the Borough Attorney's Office or from the Ethics Board. See MSB 2.71.120.

Finally, Section 4 of the ordinance here clearly indicates that this ordinance is to apply prospectively to current and future Assemblymembers. Since this ordinance regulates the conduct of individuals and organizations, Section 4 satisfies any due process concerns. The ordinance here does not purport to regulate actions taken in the past, and does not change the rules as they apply to persons who are no longer in elected office on the day this ordinance is adopted.

RECOMMENDATION OF ADMINISTRATION: Adoption of Legislation.

Brenda Henry

From: Lonnie McKechnie
Sent: Wednesday, October 16, 2019 9:04 AM
To: Vern Halter; Matthew Beck; Ted Leonard; Dan Mayfield; George McKee; Jesse Sumner; Jim Sykes; Matt Beck; Matthew Beck; Tam Boeve; Ted Leonard (tedleonarddistrict4@gmail.com); Vern Halter
Cc: Nicholas Spiropoulos; John Moosey; Brenda Henry
Subject: FW: Reconsideration

Mayor and Assembly:

Please see notice below of Assemblymember Beck's intent to reconsider Ordinance 19-088 (Ethics code changes). This ordinance will be placed under reconsideration for the November 19 regular meeting.

Thank you,
Lonnie

-----Original Message-----

From: Matthew Beck <mattbeck@mtaonline.net>
Sent: Tuesday, October 15, 2019 10:10 PM
To: Lonnie McKechnie <Lonnie.McKechnie@matsugov.us>
Subject: Reconsideration

[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

Lonnie,

This is my official notice for reconsideration of Ordinance 19-088 (Lonnie, will you please verify this is the correct number... It was the ordinance proposed by Sumner that was the first public hearing).

As stated at the meeting during comments, I said one thing and voted differently, which was a mistake. I intended to vote differently.

Sincerely,

Matthew Beck

Sent from my iPhone

MATANUSKA-SUSITNA BOROUGH
ETHICS BOARD RESOLUTION SERIAL NO. 19-01

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ETHICS BOARD, RECOMMENDING CHANGES TO THE ASSEMBLY REGARDING ORDINANCE SERIAL NO. 19-088; AN ORDINANCE AMENDING MSB 2.71 AND 3.08.230, TO PROHIBIT ELECTED OFFICIALS FROM EMPLOYMENT, HOLDING CONTRACTS, OR HAVING ANY INTEREST IN CONTRACTS WITH THE BOROUGH WHILE IN OFFICE AND FOR THREE YEARS AFTER LEAVING OFFICE UNLESS THE ASSEMBLY WAIVES THE RESTRICTION IN ADVANCE.

WHEREAS, on June 11, 2019, the Assembly referred Ordinance Serial no. 19-088 to the Ethics Board for their input; and

WHEREAS, the Ethics Board conducted a meeting on September 18, 2019, to take up the review requested by the Assembly; and

WHEREAS, the Ethics Board had an audience participation prior to taking up discussion on the ordinance; and

WHEREAS, there were no persons present who wished to testify; and

WHEREAS, the Ethics Board recommends an amendment to MSB 2.71.090(A), by striking "three years" and inserting "18 months" in its place.

WHEREAS, the Ethics Board recommends an amendment to MSB 2.71.090(B) by striking "three years" and inserting "18 months" in its place.


WHEREAS, the Ethics Board recommends no changes to MSB 2.71.090(E) as proposed; and

IM 19-118
OR 19-088

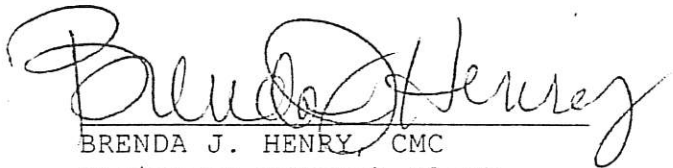
WHEREAS, the Ethics Board recommends no changes to MSB 3.08.230(B) as proposed.

NOW, THEREFORE, BE IT RESOLVED, that the Ethics Board recommends the changes indicated above to Ordinance Serial No. 19-088.

ADOPTED by the Matanuska-Susitna Borough Ethics Board this 18 day of September, 2019.


DANIEL BOWEN, Chairperson

ATTEST:


BRENDA J. HENRY, CMC
Assistant Borough Clerk

PASSED UNANIMOUSLY: Bowen, Taylor, and Randolph

IM 19-118
OR 19-088



Matanuska Electric Association, Inc.
PO Box 2929
Palmer, AK 99645

Phone: (907) 761-9300

Capital Credit Retirement Summary As of 11/16/2019	
Member Number	3202
Capital Credits Balance	\$1,028,360.50
Amount of Your 2019 Payout	7,164.25
Amount of Your Check	7,164.25
Remaining Capital Credits Balance	\$1,021,196.25

MAT SU BORO
RUSTIN KRAFFT
350 E DAHLIA AVE
PALMER AK 99645-6411

1 9



Dear Mat Su Boro/Rustin Krafft:

You are a member-owner of Alaska's oldest and second-largest electric cooperative. One of the benefits of being part of a locally owned and managed cooperative is you have a stake in the financial health of the organization through capital credits.

When the financial health of the cooperative is strong, the MEA board of directors may vote to pay out (retire) a portion of accumulated capital credits to members. This year the board approved over \$1M to be paid out to our members who earned capital credits in 1987. You are one of those members and the amount of your payout has been distributed to you as shown in the "Summary" above.

Allocating and paying out capital credits to our member-owners instead of creating profits for distant shareholders is one of the ways co-ops are unique. By putting money back in the pockets of our members, we're keeping the benefit of our financial strength local, where it belongs.

MEA members remain at the heart of our cooperative. We know capital credits can be confusing. If you have any questions about this notice or capital credits, please visit our website at www.mea.coop, email us at contact@mea.coop or call us at (907) 761-9300.

Thank you!

Anthony M. Izzo, CEO/General Manager

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND WATERMARK/LINES ON THE BACK - HOLD AT ANGLE TO VIEW



Matanuska Electric Association, Inc.
PO Box 2929, Palmer, AK 99645 (907) 761-9300

Void After 180 Days

89-87
1252

KEYBANK NATIONAL ASSOCIATION
ANCHORAGE, ALASKA 99503

Customer Number

0000003202

Check Date

11/20/2019

Check Number

00676315

Net Amount

\$7,164.25

Capital Credit Account

PAY ****Seven Thousand One Hundred Sixty-Four and 25/100 Dollars****

TO THE
ORDER OF

Mat Su Boro
/Rustin Krafft
350 E DAHLIA AVE
PALMER AK 99645-6411

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

Matanuska-Susitna Borough



December 9, 2019

The Honorable Mike Dunleavy
Alaska State Capitol, Room 305
PO Box 110001
Juneau, AK 99811-0001

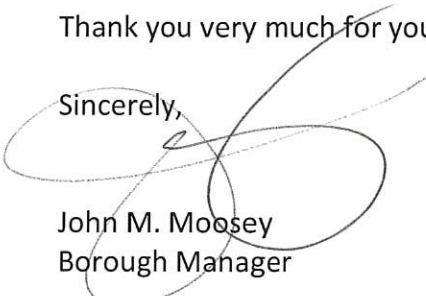
Dear Governor Dunleavy,

On behalf of the Matanuska-Susitna Borough I would like to invite you to meet with the Assembly. Both the State of Alaska and the Mat-Su Borough have numerous challenges entering this new decade.

We are anxiously awaiting your proposed State budget for FY2021. We believe a conversation would be helpful to understand your direction for the State of Alaska and how the Mat-Su Borough can operate successfully. We realize the time is short before the next legislative session begins and would be happy to meet with you at your convenience.

Thank you very much for your consideration.

Sincerely,



John M. Moosey
Borough Manager

cc: Borough Mayor and Assembly
Todd Smoldon
John Harris



Matanuska-Susitna Borough



Date: December 11, 2019
To: Mayor and Assembly
From: John Moosey, Borough Manager
RE: Alaska Municipal League (AML)

I have been requested to give a review of AML and the Matanuska-Susitna Borough. This is the first year since at least 1997 that the Borough did not renew its membership.

Current annual dues for the Borough are \$39,650 which has not changed since 2011. Director Nils Andreassen and the Board stated that the Mat-Su Borough could rejoin at any time. The dues would be prorated.

Past Mat-Su Board participation in AML:

- Board of Directors* – 1976-78, 1980-81, 1986-87, 1990-94, 1996, 1999, 2005-08
 - * this is difficult to see within the board minutes, as often names only were listed
 - Ron Larson served as Alaska Conference of Mayors President, 1980
 - Dorothy Jones served as Board President, 1989-90
 - Tim Anderson served as Alaska Conference of Mayors President, 2005
- Since 2000 the City of Wasilla and City of Palmer have been active, with the Mat-Su Borough choosing to let cities run for that seat, or being represented by Affiliate members – managers and clerks from the Mat-Su Borough served over that time.

AML's stated purpose:

- To safeguard the interests, rights and privileges of Alaskan municipalities as they may be affected by Federal and State governmental actions.
- To secure cooperation among municipalities of the State in a thorough study of local problems and in the application of efficient methods of local government.
- To provide means whereby municipal officials may interchange ideas, experiences, and obtain expert advice.
-

Borough Manager's view of value:

- Provides training for newly elected Assembly Members
- Provides the base for Borough Staff Associations such as Finance Officers, Clerks, Managers, and Mayors
- Support Organization for Insurance and Investment

Most important to me is the opportunity to spread the influence of the Matanuska-Susitna Borough. We are different from every other member. When we are not present a thought gap is created, and there is an empty chair at the table. Certainly no one is speaking and advocating for us. I believe that the State of Alaska is already tilted toward Anchorage and we must change that mindset, especially with a growing population.