

Memorandum

Borough Manager John Moosey



DATE: June 9, 2020 (for Public Release on June 16, 2020)
TO: Mayor and Assembly
FROM: John Moosey, Borough Manager
SUBJECT: Manager's Notes to the Assembly

CARES Act Funding – On Thursday, June 4, Senator Murkowski, Senator Sullivan, and Congressman Young's staff met over Zoom with Mayor Halter, Deputy Manager George Hays, our federal lobbyists Jack Ferguson and Karl Ohls, and myself, in response to Mayor Halter's letter dated May 26, 2020 (copy attached). See North Star Group's Memorandum dated June 5 summarizing the discussion. We subsequently provided the Senators and all others in the June 4 discussion, a copy of Assemblymember Nowers' summary of the small business survey results. See the attached Mat-Su Borough's COVID-19 Economic Impacts on Businesses dated June 5, 2020.

COVID-19 Coronavirus –

- Links to the most recent updates and information:
 - DHSS website: www.coronavirus.Alaska.gov
 - CDC website: www.cdc.gov/coronavirus
 - MSB website: <https://matanuska-susitna-borough-coronavirus-covid-19-msb.hub.arcgis.com/>
- Legislature Delivers \$1 Billion to Communities and Small Businesses, Senate Majority Press, May 11, 2020
- Senators Lead Bipartisan Request for Additional Measures to Ease Borrowing Costs for State and Local Governments Fighting COVID-19, May 15, 2020
- New Congressional Aid Proposals from Karl Ohls, May 15, 2020
- Congress Could Extend the Recession if it Doesn't Bail Out the States, May 20, 2020
- Mat-Su Borough COVID-19 Exposure Prevention Preparedness and Response Plan, May 19, 2020
- Economic Impact Survey Results, also available at: <https://msb.maps.arcgis.com/apps/opstdashboard/index.html#/de1b9adae68e44bfb19f59a685ea36cb>
- Congress Figuring Out Next Aid Steps & Other Priorities, Email from Karl Ohls, June 3, 2020

West Susitna Access Project – Attached is the draft MOU that will go before the Assembly on June 16, 2020.

On May 28, 2020, Big Cabbage Radio hosted an AIDEA representative Jesse Peterson, Assemblymember Leonard and Manager Moosey to share details of on the West Susitna Project. The radio spot can be heard here:

<https://www.radiofreepalmer.org/2020/05/28/matsu-boroughs-west-susitna-access-road-mou-2020-5-27/>

On June 8, 2020, Assemblymember Leonard, George Hays and Manager Moosey discussed transition of the AIDEA Project with Alan Weitzner and Jesse Peterson.

Two Vessels at Port MacKenzie – The Dalarna arrived at Port MacKenzie on Monday, June 1st at 3pm. A 560 foot, bulk carrier she spent the next five days discharging her cargo of cement weighing 22,500 MT. The entire operation ran smoothly and efficiently finishing approximately 12 hours earlier than expected.

See Heather Hintze's story about the Dalarna docked at Port MacKenzie here: <https://www.ktva.com/story/42203017/port-mackenzie-welcomes-first-deep-draft-vessel-in-5-years>



John M. Moosey * Borough Manager * 350 E. Dahlia Avenue * Palmer, AK 99645
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While the Dalarna was in port, Port MacKenzie also hosted the Atlas, an ice rated barge owned by Cruz Construction. Atlas loaded heavy equipment and sailed for Barrow on June 1, 2020.



NPI Update – Attached is a copy of NPI and Coalaska Land & Improvements Commercial Use Permit dated May 30, 2020. Dale Rich, the owner of NPI, with a long-term lease at Port MacKenize, has proposed to exit the marine business by turning over all improvements to MSB in exchange for a revenue sharing arrangement that includes a specific end date. The details have not been finalized with Borough staff.

Census Update – See attached email from Keisha Lafayette, June 3, 2020.

Support for ADF&G Project - Mat-Su Cost-Share Phase 5 Grant – Attached is a copy of my letter of support to Debbie Maas of AKSSF dated June 3, 2020.

Denied Projects in the AKDOT Community Transportation Program – See attached announcement of May 20, 2020 listing projects that were denied: Smith Road Extension and Parkway; Cheri Lake/Karen Ave/ King Arthur Dr. Corridor; Aspen Ridge Road Extension to Palmer Fishhook Road; Tel Al Drive Upgrade and Extension; and Palmer Trunk Road Connector/Katherine Drive.

Attachments:

- Letter from Mayor Halter to Senator Murkowski and Senator Sullivan re CARES Act Funding, May 26, 2020
- Memorandum from Jack Ferguson, North Star Group, June 5, 2020
- Mat-Su Borough’s COVID-19 Economic Impacts on Businesses, June 5, 2020
- COVID-19 Coronavirus –
 - Legislature Delivers \$1 Billion to Communities and Small Businesses, Senate Majority Press, May 11, 2020
 - Senators Lead Bipartisan Request for Additional Measures to Ease Borrowing Costs for State and Local Governments Fighting COVID-19, May 15, 2020
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 - Congress Figuring Out Next Aid Steps & Other Priorities, Email from Karl Ohls, June 3, 2020
- Draft MOU re West Susitna Access Project, May 27, 2020
- NPI and Coalaska Land & Improvements Commercial Use Permit, May 30, 2020
- Census Update, email from Keisha Lafayette, June 3, 2020
- Letter of Support for ADF&G Project - Mat-Su Cost-Share Phase 5 Grant, June 3, 2020
- Letter from AKDOT re CTP Project Denials, May 20, 2020



MATANUSKA-SUSITNA BOROUGH

Office of the Mayor

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Vern.Halter@matsugov.us

May 26, 2020

The Honorable Lisa Murkowski
522 Hart Senate Office Building
Washington, DC 20510

VIA EMAIL: c/o Gerri_Sumpter@murkowski.senate.gov

The Honorable Dan Sullivan
702 Hart Senate Office Building
Washington, DC 20510

VIA EMAIL: c/o Margaret_Sharpe@sullivan.senate.gov

Re: Critical need to broaden acceptable use of CARES Act funds

Dear Senator Murkowski and Senator Sullivan:

I would first like to thank both of you for the support you provided in passing the CARES Act and for the funding the State of Alaska received. The CARES Act funding can provide an avenue towards full economic recovery, however, there is an immediate concern that the use of these funds is too limited, and therefore inhibits full economic recovery.

The guidelines for the use of funds should be aligned with the wide range of issues facing not only the Mat-Su Borough, but all of our communities throughout Alaska. Federal grants and loan programs in previous years have generally been focused, as one would expect, to address fairly narrow issues. However, COVID-19 impacts are extremely wide and varied, and the rules guiding the use of federal funds should be broadened in order to meet the needs for full economic recovery.

This is a request for immediate relief to broaden the use of CARES Act funds for full economic recovery.

Please contact me if I can assist with this request.

Sincerely,

Vern Halter
Mayor

cc: Governor Michael J. Dunleavy, VIA EMAIL: c/o Todd.Smoldon@Alaska.gov
Borough Assembly



NORTH STAR GROUP

Memorandum

Date: June 5, 2020

To: Mayor Vern Halter, Manager John Moosey, Deputy Manager George Hays, and Borough Attorney Nick Spiropoulos
Matanuska-Susitna Borough

From: Jack Ferguson, Walter Thulin, Grant Ackerman, and Karl Ohls
Jack Ferguson Associates/North Star Group

Re: Summary of June 4, 2020 MSB Teleconference with Senator Dan Sullivan and Senator Lisa Murkowski

Participants:

Senator Lisa Murkowski
Senator Dan Sullivan
Mayor Vern Halter, MSB
John Moosey, Borough Manager, MSB
George Hays, Deputy Borough Manager, MSB
Nicholas Spiropoulos, Borough Attorney, MSB
Jack Ferguson, JFA
Grant Ackerman, JFA
Walter Thulin, JFA
Karl Ohls, JFA/NSG

Other listen-in participants: Staff people from the Senators' offices in the Matanuska-Susitna Borough, staff people from Congressman Young's office, and Michael Pawlowski, Sen. Murkowski's chief of staff.

Main topic: Possible amendments to Phase IV of COVID-19 stimulus funding. In particular, discussion about the potential merits of **S.3638, the Coronavirus Relief Fund Flexibility Act**, and **S.3608, the Coronavirus Relief Fund Flexibility for State and Local Government Act**, and the Senators' plans for how to proceed with these bills.

Legislation to solve coronavirus assistance funding problems:

- S.3638 was introduced by Sen. Sullivan on May 6 and co-sponsored by Sen. Murkowski and a bipartisan group of Senators. Referred to the Committee on Appropriations, S.3638 allows for the replacement of revenue shortfalls "resulting from" COVID-19 but

contains the previously existing restriction that the borough only has until the end of December to spend these funds. For MSB and other boroughs in Alaska, S.3638 may not be sufficient to address the shortfalls from lost property tax revenue.

- S.3608 was introduced by Sen. John Kennedy (R-LA) on May 5 and referred to the Committee on Appropriations. Sen. Sullivan is a cosponsor of S.3608. The bill would provide more flexibility than S.3638 by making funds available for operating expenses not related to COVID-19. These funds would also be available until expended. S.3608's only limitation, intended to avoid political liability, is that appropriated funds cannot be used to cover state pension shortfalls.
- As discussed in the pre-meeting, S.3608 would be more immediately beneficial for MSB by allowing the local governments to expend all appropriated funding. It does not have the Dec. 31, 2020 expenditure deadline that is in S.3638. Of course, S.3638, by lifting some of the current restrictions, is still preferable to no action.
- After hearing MSB concerns, Sen. Sullivan explained that S.3608 and S.3638 are not oppositional. Sen. Sullivan and Sen. Kennedy have been working together to give local government more flexibility for CARES Act aid. Sen. Sullivan said that two weeks ago he and Sen. Kennedy met with the President and the Secretary of the Treasury about the bills. He thinks they are onboard and interested in getting the measures passed, though neither have yet stated public support. The bills were also discussed during the Senate majority caucus policy lunch on June 3.

Status of legislation:

- After proposing unanimous consent approval, both S.3638 and S.3608 were held up by Senators with concerns that the bills would bail out states that have practiced irresponsible fiscal management. Sen. Sullivan, however, believes the opposition is softening as the bills' purpose and intended results are more fully explained.
- Sen. Murkowski echoed Sen. Sullivan's comments and stated her commitment to more flexibility for COVID-19 relief funding. She said that with awareness building about the problems with aid funding, it is inevitable that provisions for more flexibility would be included in the next coronavirus aid package.
- Sens. Sullivan and Murkowski believe CARES Phase IV will move forward for passage when the Congress is in session between the July 4th break and the August recess, with a significant amount of bill drafting occurring before the July session.
- The Senators offered assurances that two MSB outstanding concerns—filling the school debt reimbursement budget hole and mitigating negative impacts to small businesses—could be addressed by Phase IV.
- To fix problems in the current PPP program, the Senate passed the **Paycheck Protection Program Flexibility Act** on June 3 and sent it to the President for signature. This bill will increase the loan forgiveness period from eight weeks to twenty-four weeks—or the end of the year, whichever comes sooner—increase the loan repayment period from two to five years, and allow 40 percent (versus 25 percent originally) of the loans to be used for non-payroll expenses.
- Sen. Sullivan clarified that nothing in the CARES Act, as passed by the Congress, prohibits businesses from accessing both the Paycheck Protection Program and CARES Act aid. A prohibition on “double dipping” is a state decision.

- To assist the delegation with coronavirus aid efforts, Sen. Murkowski asked the borough for real numbers about COVID-19 economic impacts, which help the delegation offer more specialized assistance. Sen. Sullivan suggested that MSB encourage other communities and organizations in its network—such as the National Association of Counties—to voice support for the aid initiatives.

Additional federal funding:

- Another bill with a positive impact on Alaska will be the annual **National Defense Appropriations Act** (NDAA), scheduled for subcommittee markup on June 8 and full appropriations committee markup on June 11. In its current draft, NDAA recognizes Alaska's critical geostrategic position with over \$200 million for military construction projects, to be added to the over \$1.5 billion spent on military construction in Alaska over the past four years.
- The Senate is working on its large infrastructure package. The current five-year highway funding program expires Sept. 30, 2020. The federal highway reauthorization bill, **America's Transportation Infrastructure Act of 2020**, is the immediate successor of S.2302, introduced in 2019. The bill was reported out of subcommittee recently along with ports and water projects legislation. Sen. Sullivan expressed interest in bundling these pieces of legislation. The House Committee on Transportation & Infrastructure introduced its own highway bill—the **Investing in a New Vision for the Environment and Surface Transportation (INVEST) in America Act**—on June 3, providing an opportunity for the Senate and House to negotiate a final bill that could potentially pass before current highway funding expires.
- **S.3422, the Great American Outdoors Act**, will soon be before the Senate. By funding deferred maintenance in national parks and on federal lands, the bill would boost construction, kickstart new projects and create new jobs. Identical legislation is being considered in the House.

Additional coronavirus information:

- Sen. Sullivan said he was briefed by Sen. Lamar Alexander (R-TN), chairman of the Senate Health, Education, Labor & Pensions Committee, on the status of COVID-19 testing, treatment, and vaccines. Sen. Alexander estimated that an increase of 40-50 million tests per month will occur by September. In addition, one treatment has been approved that can decrease recovery time for COVID-19 diagnosed individuals and an extraordinary amount of funding has been made available to work on producing a vaccine.

Follow-up activities:

- Provide Alaska congressional delegation with information and data about coronavirus impacts on MSB.
- Provide MSB with copies and analysis of other relevant legislation discussed during the meeting.

MAT-SU BOROUGH COVID-19 ECONOMIC IMPACTS ON BUSINESSES

The Mat-Su Borough is home to over 106,000 people and over 8,000 licensed businesses. In May 2020, the Borough sent an email survey to these businesses to assess the Economic Impact of COVID-19, and to assess the needs of the business community. The survey attracted 1,605 unique responses, a response rate of roughly 20%, a rate double that of many other similar business surveys.

The results showed COVID-19 has significantly impacted the borough's business community with **almost half (46%) reporting their revenues had already declined by 50% or more**. Those impacts were reported across industries from tourism to construction to retail and healthcare, and from the cities of Palmer and Wasilla to the more rural areas of Talkeetna, Willow and Houston.

WIDESPREAD SIGNIFICANT IMPACTS

The most severely impacted industries were tourism, childcare, retail and the restaurant and food service industry. But other businesses, including; healthcare, professional services, veterinarians, photographers, hair salons and many more reported significant downturns in their business and concerns about the future.

Small businesses – those with 5 or fewer employees - make up the vast majority of the businesses. They are also the least likely to have received aid with **nearly 60% responding they had not yet received any financial assistance**. Many rely on seasonal business and visitors from Outside such as lodges, caterers, and fishing guides who said they see little hope for any recovery this year. Multiple non-profits also reported being unable to hold their annual fundraisers or host events because of facility closures. Other more year round-businesses are now open, but face large deficits created by the shutdown.

LONG TERM CONCERNS

Overall, **the survey showed significant concerns about being able to stay in business and concern about trickle down effects as the hardest hit businesses shut down or are unable to pay bills and the ripple effect that will have on other businesses.** Additionally many business owners expressed hope for long-term help because of concerns about the additional effects of a state economy hampered by low oil prices, and COVID-19 impacts to tourism and fishing.

BY THE NUMBERS

The borough has just over 8,000 licensed business. Of those 1,605 responded to the survey.

- 80% have 5 or fewer employees
- 46% reported their revenues had already declined 50% or more
- Nearly 60% overall have not yet received any financial assistance
- Almost 50% said they relied on Outside visitors for at least ¼ of their income including 35% who rely on Outside visitors for at least half their revenue

**** Survey Results Link ****

<https://msb.maps.arcgis.com/apps/opsdashboard/index.html#/de1b9adae68e44bfb19f59a685ea36cb>

June 5, 2020

News from the Alaska State Legislature, the Office of Senate Majority Press

For Immediate Release: May 11, 2020

Legislature Delivers \$1 Billion to Communities & Small Businesses

ANCHORAGE – The state Legislative Budget & Audit Committee today delivered \$1 billion to Alaska communities, small businesses, fisheries, and airports from the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act.

“There’s no time to spare,” said **Senate President Cathy Giessel**, R-Anchorage.

“We’re in the midst of an unprecedented public health and economic crisis. A record number of Alaskans are out of work, businesses are shuttered, and a shadow of uncertainty lingers over the global economy. We must act now to protect Alaskans.”

“Today, the Legislature took decisive action to get the remaining balance of these funds out to communities,” said **Senator Click Bishop**, R-Fairbanks, vice-chairman of the Legislative Budget & Audit Committee. “Passage of these funds, while the Legislature is still in session, represents action during an unprecedented public health disaster. It does not represent an abrogation of the Legislature’s preeminent constitutional appropriation authority.”

“Time is not our friend. The clock is ticking,” said **Senator Bert Stedman**, R-Sitka, co-chairman of the Senate Finance Committee. “The emergencies are today, and we need to



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respond. We have an emergency affecting our residents from Dixon Entrance all the way to the end of the Aleutian chain and up to Prudhoe Bay. Moving forward, we will continue working with our congressional delegation to make sure Alaskans get necessary assistance and understand the resources available to them.”

The committee today approved spending proposals through the Revised Program Legislative (RPL) process, including:

- \$568.6 million for community assistance;
- \$290 million in grants for small businesses;
- \$50 million for fisheries;
- \$49 million for the statewide aviation and rural airport system;
- \$10 million for homeless assistance;
- \$1.4 million to offset waived Measurement Standards and Commercial Vehicle Compliance fees;
- \$1.2 million to ensure continued operation of the Whittier Access and Tunnel; and
- \$465,000 to cover Northern Region Highways & Aviation personnel costs on the Dalton Highway.

On May 1, the [committee approved](#) \$125 million for education, child nutrition programs, public safety, and transportation.

To view more details about the RPLs approved in today’s meeting, click [here](#).

For more information, contact Senate Majority Communications Director [Daniel McDonald](#) at (907) 465-4066.

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NEWS RELEASE
LISA MURKOWSKI
UNITED STATES SENATOR ★ ALASKA

FOR IMMEDIATE RELEASE
May 15, 2020

Contact: [Karina Borger 202.224.9301](tel:202.224.9301)
or [Hannah Ray 202.224.8069](tel:202.224.8069)

Senators Lead Bipartisan Request for Additional Measures to Ease Borrowing Costs for State and Local Governments Fighting COVID-19

WASHINGTON, D.C. – U.S. Senator Lisa Murkowski (R-AK) co-signed a letter, led by Senator Bob Menendez (D-NJ), asking Treasury Secretary Steven Mnuchin and Chairman of the Board of Governors of the Federal Reserve System, Jerome Powell, to consider additional measures to ease the borrowing costs for state and local governments fighting the COVID-19 pandemic. The letter was also signed by Senators Thom Tillis (R-NC) and Sherrod Brown (D-OH).

“State and local governments are on the frontlines in the fight against COVID-19. These entities are quickly deploying desperately-needed funds to hospitals, public health departments, nursing homes, water and power utilities, public transit, and other essential services,” [the senators wrote to Secretary Mnuchin and Chairman Powell](#). “At the same time, business closures and rising unemployment are expected to lead to significant revenue declines for nearly every state and local government in the country.”

“Your effort to address the immediate challenges through the Municipal Liquidity Facility is a sensible and necessary first step. However, to enhance state and local governments’ continued ability to finance the delivery of key public services for the COVID-19 health emergency and rebuild our economy, the Treasury and Federal Reserve must also ensure sufficient access to medium- and long-term capital for state and local governments,” **the senators added**.

Section 4003 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act enables Treasury and the Federal Reserve to design a program that can support all types of issuers and credits. Establishing such a facility would ensure state and local governments across the country can meet their financing needs as they respond to the health crisis and lay the foundation for future economic growth.

The full text of the letter can be found [here](#) and below.

Dear Chairman Powell and Secretary Mnuchin:

Thank you for your work to help stabilize the U.S. economy during this unprecedented time. We appreciate the steps the Treasury and Federal Reserve have taken to provide short-term cash flow support to state and local governments facing tax collection delays and unforeseen emergency expenditures. We write to encourage the Treasury and the Federal Reserve to take further action to stabilize the municipal bond market to ensure state and local governments have access to needed medium- and long-term financing.

State and local governments are on the frontlines in the fight against COVID-19. These entities are quickly deploying desperately-needed funds to hospitals, public health departments, nursing homes, water and power utilities, public transit, and other essential services. At the same time, business closures and rising unemployment are expected to lead to significant revenue declines for nearly every state and local government in the country. In fact, the economic upheaval has already led some cities and states to furlough or lay off public workers. This dynamic will become more widespread as the pandemic further weakens state and local finances. Ultimately, a retrenchment of state and local government spending will pose a grave threat to the Federal Reserve's goal of maximum employment.

Consequently, the municipal bond market has been under extraordinary stress. New bond issuances have declined drastically. Yields compared to U.S. Treasuries of comparable maturity have skyrocketed. Investors in the secondary market have withdrawn their funds at record speed. Such disarray in the market will only make it more difficult for states and cities to finance the economic recovery.

Your effort to address the immediate challenges through the Municipal Liquidity Facility is a sensible and necessary first step. However, to enhance state and local governments' continued ability to finance the delivery of key public services for the COVID-19 health emergency and rebuild our economy, the Treasury and Federal Reserve must also ensure sufficient access to medium- and long-term capital for state and local governments. The authority provided under Section 4003 of the CARES Act enables Treasury and the Federal Reserve to design a program that can support all types of issuers and credits. Establishing a facility to purchase municipal bonds from issuers and in the secondary market across all points of the yield curve would ensure state and local governments across the country can meet their financing needs as they respond to the health crisis and lay the foundation for future economic growth.

Thank you for your dedication to this issue and we look forward to your support of our state and local governments in our joint fight against COVID-19.

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From: Karl Ohls <kohls@northstargrp.com>
Sent: Friday, May 15, 2020 4:19 PM
To: John Moosey <John.Moosey@matsugov.us>; Nicholas Spiropoulos <Nicholas.Spiropoulos@matsugov.us>; George Hays <George.Hays@matsugov.us>
Subject: New Congressional Aid Proposals

From Eyes on Washington, May 11, 2020:

Bipartisan Senate Proposal to Allow States to Tap Pandemic Aid for Revenue Shortfalls

- A bipartisan cohort of senators on May 7, 2020, unveiled the **Coronavirus Relief Fund Flexibility Act**, which would allow state and local governments to replace state and local revenue shortfalls sustained between March 1, 2020, and Dec. 31, 2020. This new flexibility would apply to the \$150 billion for state and local governments included in the \$2 trillion **Coronavirus Aid, Relief, and Economic Security Act (CARES Act)**. It would also apply retroactively to the enactment of the bill. - The bill was introduced by Sens. Shelley Moore Capito (R-W.Va.), Dan Sullivan (R-Alaska), Sheldon Whitehouse (D-R.I.), Lisa Murkowski (R-Alaska), Angus King (I-Maine) and Kevin Cramer (R-N.D.).
- The U.S. Department of the Treasury issued guidance in April stressing that "revenue replacement is not a permissible use" of the state and local money provided by the **CARES Act**. The guidelines were a blow to governors and mayors, who have seen their revenue evaporate during the pandemic.
- The **CARES Act**, which was signed into law March 27, 2020, limits federal help to state and local governments to cover expenditures incurred because of the public health emergency and were not accounted for in budgets approved before the end of March. State and local leaders are now pushing for flexibility to fill in budget gaps with the aid.
- Congressional negotiations on another round of federal aid are in the beginning phases, with House Democratic leaders aiming to release their own draft legislation in the coming days. House Speaker Nancy Pelosi (D-Calif.) has floated as much as \$1 trillion in new funding for states and local governments, but Senate Republicans have been deeply skeptical and averse to pouring billions of dollars into states with existing budget issues. Senate Majority Mitch McConnell (R-Ky.) has also suggested that any state aid must be tied to liability protections for businesses as states reopen their economies.
- U.S. states and cities have cut their payrolls steeply as the broad shutdown of the economy decimated tax collections. The number of state and local government jobs fell by 981,000 to 18.9 million in April, according to U.S. Bureau of Labor Statistics data released on May 8, 2020. The drop, while small compared with the nearly 20 million private sector jobs lost last month, is significant because governments didn't start laying off employees until well after the onset of the last recession.

Next Economic Stimulus Package

- House Speaker Nancy Pelosi (D-Calif.) is speeding to finalize a fifth coronavirus response package, hoping to put the bill on the House floor as early as this week. Some projections estimate the bill would cost upward of \$2 trillion, with priorities still ballooning. - Pelosi and House Majority Leader Steny Hoyer (D-Md.) said a vote this week is possible, but not certain.
- In the past several weeks, congressional lawmakers have been focused on taking a broader view as the crisis extends and transcends relief efforts. According to House aides, the next economic relief package will be driven by state and local funding along

with a focus on the unemployment insurance compensation (UI) system extension, **Paycheck Protection Program (PPP)** loan forgiveness and employee retention credits, among others.

- Senate Majority Leader Mitch McConnell (R-Ky.) is facing growing calls within the GOP to increase financial assistance to state and local governments. Support for more state aid is coming from Republican Sens. Mitt Romney (Utah), Susan Collins (Maine), Bill Cassidy (La.), John Kennedy (La.), Lisa Murkowski (Alaska), Dan Sullivan (Alaska) and Shelley Moore Capito (W.Va.).
- House Democrats are pushing to include more than \$1 billion in the next economic relief package to help pay low-income Americans' broadband bills. Democrats are likely considering whether to distribute the aid through the Federal Communications Commission's (FCC) Lifeline program, which provides monthly discounts of \$9.25 for about 7 million low-income subscribers, or through a new broadband subsidy program.

Virus aid bill and proxy voting readied for House action

Marathon Rules Committee hearing focused mostly on proxy voting

By Katherine Tully-McManus / Roll Call / Posted May 14, 2020

House lawmakers flocked back to Washington ahead of Friday votes on trillions of dollars in coronavirus aid and approval of the most consequential change to the House voting process in more than 40 years.

The House Rules Committee voted along party lines Thursday night to send to the floor a rule for consideration of the \$3 trillion coronavirus bill and a resolution to change House rules to allow for proxy voting and remote committee proceedings. The rule, approved 8-4, would provide for consideration of a bill that would provide almost \$916 billion in direct aid to state and local governments and additional funds for aid to hospitals and for national testing. The measure would also provide assistance for the U.S. Postal Service and to prepare for the November elections.

The sweeping measure would provide another round of cash payments to families, housing assistance, more loans to businesses, medical research funding, an extension of expanded unemployment insurance benefits, tax breaks and more.

House Appropriations Chairwoman Nita M. Lowey touted the nearly \$1 trillion in aid for cash-strapped states and local governments. "So they can keep our heroes — first responders health workers, teachers and other public servants — paid and working for us," said Lowey.

The Democratic effort seems aligned with comments this week from Federal Reserve Chairman Jerome Powell, who urged Congress to continue pumping money into the economy. "Additional fiscal support could be costly, but worth it if it helps avoid long-term damage and leaves us with a stronger recovery," said Powell.

But Republicans want to slow down and take stock of how previous economic rescue efforts are working, saying that the bipartisan \$2 trillion package passed last month isn't fully distributed yet.

Rules ranking member Tom Cole, who is also an appropriator, said the bill is a missed opportunity for collaboration on what federal response is needed for next steps as the coronavirus crisis continues to hammer the U.S. economy. He said that House Republicans would be ready to work with Democrats to pass another bipartisan relief bill “if and when” one is needed. “Today it’s not clear if we even need another bill, much less what should be in it,” said Cole.

There is not unanimous support among Democrats for the measure, either. Oklahoma Democrat Kendra Horn announced Wednesday that she’s voting against the bill, urging bipartisan cooperation on the next round of coronavirus economic response legislation. “We must work with our Republican colleagues and leadership in the Senate to negotiate a targeted relief bill that is aimed squarely at the health and economic challenges we face,” Horn said in a statement.

The Rules Committee squeezed discussion of the multi-trillion dollar aid package at the end of a daylong meeting, the vast majority of which was spent debating the question of proxy voting in the House. The nine-member panel again met in the spacious Ways and Means hearing room in the Longworth House Office Building to accommodate social distancing, instead of in the cramped Rules Committee quarters on the third floor of the Capitol.

“My preference is that members retain their face covers when speaking, as speaking is an activity which can release virus particles — especially if the speaking is of a high spirited nature,” said House Rules Chairman Jim McGovern, quoting guidance from the attending physician.

The House will also vote Friday on a milestone change to the chamber’s rules that would temporarily allow members to vote by proxy on legislation brought to the floor and to permit committees to use technology to hold official business meetings.

The proposed change would allow an absent lawmaker to designate a colleague to vote on House floor matters on the member’s behalf by sending a letter electronically to the House clerk with exact instruction on how to vote on each question on the floor. The resolution would authorize House committees to hold virtual hearings, markups and depositions using software platforms approved by the chief administrative officer for remote participation. The rule change would be temporary and would only last 45 days before needing to be renewed. It would not extend beyond the 116th Congress, which ends in January.

States, local governments would get \$1 trillion in Democrats’ aid package

Democrats say inclusion of more fiscal relief is a must in negotiations; Republicans say ‘enough already’

By Paul M. Krawzak / Roll Call / Posted May 12, 2020

House Democrats would provide almost \$1 trillion in pandemic-related relief for states, cities and counties, at least a six-fold increase over what Congress spread around in a previous round of aid.

The assistance includes \$500 billion for states, \$375 billion split equally between municipalities and counties, \$20 billion for territories and \$20 billion for tribes, which adds up to \$915 billion. They’d also tack on \$755 million for the District of Columbia, which backers say got

shortchanged in the March aid package. And when other state and local related aid is included, such as money for Medicaid, education, housing and highways, the total easily tops \$1 trillion.

Local officials praised the bill. Matthew Chase, executive director of the **National Association of Counties**, said in a statement it is “a significant step in addressing the urgent needs of our nation’s county governments as we continue to provide essential services to more than 300 million residents.” Chase said the pandemic is “having unprecedented fiscal effects on America’s local governments, as our costs skyrocket and our revenues plummet.”

Clarence Anthony, CEO and executive director of the **National League of Cities**, said the money will pay to keep firefighters, sanitation workers and police officers on the job. “Local governments are doing everything and more to keep essential workers on the job and residents ready for the reopening of our economy,” he said in a statement. “As a result, local budgets are stretched thin and at the breaking point.”

In a key difference from the March relief law, funds could be used to replace state and local revenue that has plunged since the pandemic hit, in addition to the costs of fighting the pandemic. The previous package provided \$150 billion for states and local government. That money can be used for health care, first responder and other pandemic related costs but not to replace lost revenue.

State and local officials and Democratic lawmakers have pushed for more flexibility in use of the funds, an approach that was initially blocked by GOP lawmakers who were wary of states using the money to patch fiscal shortfalls that preceded the pandemic. Since then, a growing number of GOP senators have come out in favor of providing more flexibility for the funds that have already been allocated.

John Kennedy, R-La., said Tuesday he and several other Republican senators met with President Donald Trump and discussed Kennedy’s bill to let state and local governments use \$150 billion in aid that already has been approved for operating expenses beyond pandemic costs. “I certainly can’t speak for the White House, but I thought our meeting today was very positive as we discussed how we could give state and local governments crucial flexibility to help their communities using money they already have,” he said in a statement. Kennedy said every state has received at least \$1.25 billion under the allocation. The bill also would allow the funds to be spent beyond the current expiration date of Dec. 30, 2020. The bill bars states from using the money to shore up pension funds.

Republican conservatives remain philosophically opposed to more aid to states and localities, however. They say it will mask poor fiscal policy decisions in past years, prior to the pandemic, as well as relieve pressure on state and local officials to reopen shuttered businesses. “Another trillion-dollar boondoggle will only dig us deeper into this economic crisis and further erode our chances of a quick economic recovery,” said Brent Gardner, chief government affairs officer at **Americans for Prosperity**. The conservative advocacy group was founded by billionaire brothers David and Charles Koch. David Koch died last year.

Democrats say inclusion of more aid to states and localities is a top priority in the next round of legislation, however. House Majority Leader Steny H. Hoyer, D-Md., told reporters Tuesday that was a “red line” for his party in the upcoming talks.

In another key difference from the previous bill, the funds for states and local governments would be distributed in two tranches, with the first going out within 30 days of enactment of the legislation and the second tranche next year. The states would get \$250 billion after the bill passed, and another \$250 billion by May 3 of next year. Local governments would get \$250 billion early on, and \$125 billion next year. Rather than expiring at the end of the year, the state and local funds would be available until spent, which Democrats say would provide flexibility over the next several years.

Some of the aid to the 50 states and District of Columbia would be divided equally, while other assistance would be divided up according to population, number of COVID-19 cases and number of unemployed.

Funds would be distributed to counties based on population, and to cities based on a modified block grant formula as well as population. Of the aid to cities, cities with 50,000 or more residents would get 70 percent of the municipal aid, while those with less than 50,000 would get 30 percent of the aid. The funds for these smaller cities would go first to states, which would distribute the money based solely on population.

House Appropriations Chairwoman Nita M. Lowey, D-N.Y., one of the bill's lead authors, said Tuesday it would provide \$67 billion for her state. For her district north of Manhattan, the measure would provide \$1.3 billion, Lowey said. The \$20 billion for territories would be distributed with half equally divided among the five territories and half based on each territory's population. Tribes would get \$20 billion, with the amount for each tribe based on the tribal government's share of increased spending.

Vote timing uncertain on House Democrats' \$3 trillion virus aid bill

McConnell: House Democrats' wish list is going nowhere fast in Senate

By [David Lerman](#) and [Lindsey McPherson](#) / Roll Call / Posted May 12, 2020

House Democrats' mammoth relief package for the COVID-19 pandemic was running into some turbulence with the party's left flank, casting doubt on party leaders' plans for a Friday vote.

The \$3 trillion-plus measure, unveiled Tuesday, would be the biggest federal response so far to the health and economic emergency. While the package contains numerous party priorities that Democrats have been pushing for months, some rank-and-file lawmakers were concerned about provisions that didn't make the cut. Congressional Progressive Caucus co-chairs Pramila Jayapal, D-Wash., and Mark Pocan, D-Wis., sent a letter Tuesday to House leaders asking them to push the scheduled Friday vote to next week. A senior Democratic aide left open the possibility of a delay, telling CQ Roll Call that "we will vote on it when we have the votes."

The sweeping legislation would provide another round of cash payments to most families, more loans to businesses, housing assistance, medical research funding, an extension of expanded unemployment insurance benefits, tax breaks and more. Aid to cash-strapped states and local governments alone could amount to about \$1 trillion.

The bill is likely to serve as the opening bid from Democrats in what could be protracted negotiations with the GOP-controlled Senate and White House on a compromise measure. But first Democratic leaders will have to convince enough members of their own party to back the

bill despite the exclusion of provisions large swaths of members sought, like a paycheck guarantee for workers and automatic stabilizers to keep relief programs running.

"As we read the more than 1800-page legislation, we must have more time to determine what is in and what is not in this legislation, as well as a conversation about the bill as a caucus," Jayapal and Pocan said in their letter, obtained by CQ Roll Call. They asked for a full Democratic caucus meeting to discuss the package and "any amendments that might be needed to ensure that it truly reflects the priorities and the work of the entire caucus."

Republicans have sought to pump the brakes on additional aid, while expressing concern over rising red ink. House Minority Leader Kevin McCarthy called the Democrats' bill a "liberal wish list that has no chance of becoming law" and accused Democrats of stacking the bill with provisions that have nothing to do with COVID-19.

Speaker Nancy Pelosi defended the package as targeted to the pandemic, however. She said on CNN Tuesday that she gets "a little heat" from Democrats when their priorities are left out. But Pelosi noted the cost would be "endless" if all of her party's demands were included in the bill, as Republicans have charged. Democrats said they felt compelled to push forward with a new aid package as quickly as possible. "There are millions and millions and millions in America that see the urgency of the crisis that confronts them and are expecting us to act to continue to help them," House Majority Leader Steny H. Hoyer, D-Md., told reporters Tuesday.

Money, it's a gas

With a price tag exceeding \$3 trillion, the package would easily dwarf the roughly \$2 trillion measure signed into law in March. Among the new bill's major elements, according to a Democratic summary:

- **State and local aid.** Almost \$916 billion in direct aid would be provided to make up for lost revenues suffered by states and local governments from the economic shutdown.
- **Food assistance.** About \$10 billion would be used to cover increased participation in the food stamps program and to expand benefit levels by 15 percent.
- **Housing.** The bill proposes \$75 billion to help homeowners unable to make mortgage payments or pay property taxes and utilities. And it would provide \$100 billion in rental assistance for low-income tenants.
- **Broadband.** About \$5.5 billion would go to emergency home internet connections and the creation of Wi-Fi hot spots for broadband service.
- **Postal Service.** \$25 billion would be available to make up for lost Postal Service revenue from the pandemic.
- **Education.** More than \$100 billion would be used for education, mostly for a State Fiscal Stabilization Fund to help states deal with the strain from shuttered schools.
- **Public health fund.** \$100 billion for hospitals and other health care providers for pandemic-related costs, and \$75 billion for virus testing.
- **Medicaid.** States would get a boost in federal Medicaid funding, with the federal matching share increased by 14 percentage points.
- **Health insurance.** Workers who are laid off or furloughed could maintain their employer's health coverage through the COBRA program with full premium subsidies for about nine months.
- **Unemployment insurance.** An expanded benefit of \$600 per week, set to expire in August, would be extended through Jan. 31, 2021.

- **Hazard pay.** A \$200 billion "Heroes Fund" would give grants to employers to provide premium pay for "essential" workers.
- **Rebate checks.** Taxpayers would receive another round of direct payments of up to \$1,200 per adult and \$1,200 per dependent for up to three dependents. The credit begins phasing out after \$75,000 of adjusted gross income, as in the previous payment round.
- **Tax relief.** The \$10,000 limit on deductions for state and local taxes would be lifted for the 2020 and 2021 tax years. And an employee retention tax credit would be made more generous by covering the reimbursement costs of 80 percent of wages instead of 50 percent.
- **Election security.** \$3.6 billion in state grants to prepare for elections during the pandemic.
- **Small-business loans.** The Paycheck Protection Program would be made more flexible by extending loan forgiveness periods and removing a restriction on how much loan money must be spent on payroll.

But the bill is likely getting nowhere in the Republican-controlled Senate, at least for the time being. Senate Majority Leader Mitch McConnell attacked the bill as a nonstarter even before it was introduced. "This is exactly the wrong approach," McConnell said on the floor Tuesday. "The American people don't need a far-left transformation. They just need a path back to the historically prosperous and optimistic moment they had built for themselves until about 12 weeks ago."

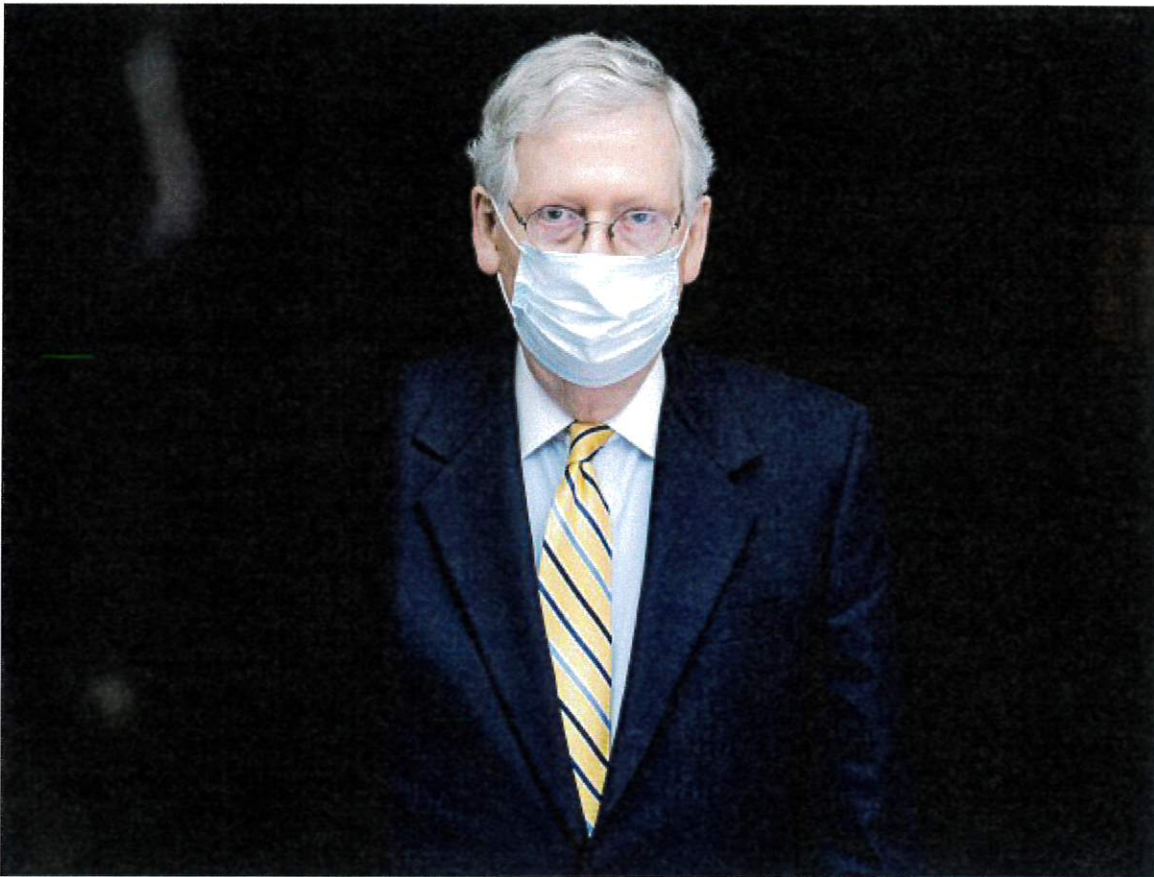
Hoyer said that any deal to provide additional economic relief has to include more money for states and localities. But McConnell has said that, at minimum, additional aid to states and local governments beyond the \$150 billion provided in the March bill must be paired with liability protections for businesses allowed to reopen. And top White House officials have said in recent days that there should be a pause in negotiations while the impact of earlier rounds of coronavirus aid is evaluated.

MAY 20, 2020, AT 11:52 AM

Congress Could Extend The Recession If It Doesn't Bail Out The States

By Amelia Thomson-DeVeaux

Filed under Coronavirus



TOM WILLIAMS / CQ-ROLL CALL, INC VIA GETTY IMAGES

A pandemic is an expensive thing to weather. The COVID-19 crisis has already prompted a huge drop in state tax dollars, and seems likely to [cost states hundreds of billions of dollars](#) in lost revenue over the upcoming fiscal year. That's pushed governors to come to the federal government, hat in hand, [asking for a federal bailout](#). But while Democrats in Congress seem eager to oblige — a

[new stimulus package that narrowly passed](#) the House on May 15 includes nearly \$1 trillion for state, local and tribal governments — congressional Republicans and President Trump [aren't sold yet](#).

There's a tinge of moral and political outrage to this debate. Trump has repeatedly suggested that blue-state governors [mismanaged their finances](#) and don't deserve a bailout. Senate Majority Leader Mitch McConnell, meanwhile, [made headlines last month](#) when he suggested that states should simply file for bankruptcy if they run out of money.

But experts think that doing nothing could be even more costly in the long run than bailing the states out. Without a lifeline from the federal government, states would have no choice but to start slashing budgets and raising taxes.

Recessions are never easy on state finances, since states [rely heavily on tax revenue](#) — whether it's income tax, sales tax or property tax — and all of those sources of income tend to fall when people lose their jobs or stop buying luxuries. And [because states generally have to balance their budgets](#) — unlike the federal government, they can't go into massive debt during a financial downturn and promise to pay it back later — they have to make up that missing revenue in other ways. In the aftermath of the 2008 financial crisis, many states took a hatchet to higher education funding and reduced their spending on K-12 education, infrastructure, local governments and their own government workforce — *and* raised taxes.

And states had barely recovered from the last recession when the COVID-19 crisis arrived. The Great Recession [technically ended in 2009](#), but [according to an analysis](#) by the Pew Charitable Trusts published last year, the slowness of the recovery meant that state tax revenues didn't return to their pre-recession levels until 2013, adjusting for inflation — much longer than in the previous two recessions. Over this period, states lost an estimated \$283 billion in tax revenue. “It was kind of like falling off a cliff and then walking up a ramp,” said [Donald Boyd](#), co-director of the Project on State and Local Government Finance at the University of Albany.

This meant that even by the time state revenues had recovered, it took longer for dollars to start flowing toward education or infrastructure. States did [put more money](#) into their rainy day funds, which they can draw on during emergencies, in case another recession hit. But that prudent instinct left them with even less cash to spend on other things. By 2018, according to Pew, nearly half of the states were still spending less money than they were a decade earlier. State funding for higher education was down 13 percent, and state infrastructure spending as a share of GDP was at its lowest level in more than 50 years.

“Think about what happens if the main breadwinner in a household loses a job,” said [Barb Rosewicz](#), director of the State Fiscal Health project at the Pew Charitable Trusts. “There are things you stop spending money on — maybe you don’t put a new roof on your house, maybe you don’t save for your kid’s college education. Even if the head of the household gets a new job and the salary goes back to where it’s been, there are all these deferred investments you want to catch up on. And that’s how states got left after the last recession.”

And now, states are facing an even more devastating budget crisis. There is, of course, a huge amount of uncertainty about how long the COVID-19 pandemic will last, and [some states are already beginning](#) the process of reopening, which could bring lost tax money back into their coffers. But the long-term outlook still looks bleak. Analysts at the financial services company Moody’s gamed out a few scenarios in April — including one that was categorized as “severe” but looks more and more like our current reality — and found that states could see a shortfall of \$172 billion over the next 15 months.

That’s because in addition to a huge decline in tax revenue, states are facing new, unexpected costs. [Earlier relief bills](#) did provide money, including \$150 billion from the CARES Act, for the states to use to offset spending in response to the coronavirus, as well as some additional money for Medicaid. But there hasn’t been any federal money directed at the state-level economic impact of the coronavirus crisis, and even the money that’s tied to health costs likely isn’t enough to cover the huge influx of people who have lost their jobs and employer-sponsored health care and now qualify for Medicaid. The 36 states that expanded Medicaid under the Affordable Care Act are facing a particularly large

surge of new recipients, [since it's now especially easy](#) for newly unemployed people to get covered.

It will be very, very difficult for states to pay for all of these expenses without cutting costs or raising taxes, even if they drain their rainy-day funds. According to analysis by Moody's, only five states have the reserves they'd need to fully float through a severe recession caused by COVID-19. Most states would need to fill gaps of at least 5 percent.

States are already facing hard choices about how to manage the giant holes in their budgets. California, for instance, is [borrowing money from the federal government](#) to ensure that it can continue to make unemployment payments. But other states are already looking to significantly reduce their spending: Earlier this month, [state agencies in Georgia were asked](#) for a revised budget proposal for next year with cuts of 14 percent.

The trouble is that because states never returned to their pre-recession levels of spending, it will be even harder to find places to trim fat. Higher education often gets slashed early in a recession, Rosewicz said, but because it now makes up an even slimmer portion of many states' budgets, it's harder to reap significant savings by making cuts — especially since universities are simultaneously facing potentially large drop-offs in tuition if they can't reopen in person in the fall. Similarly, state workforces are smaller now, which means states can't pocket as much money by laying off or furloughing workers. And with [public school teachers already protesting](#) stagnant salaries in many states, significant cuts to K-12 education could be politically dicey.

So tax hikes could also be coming — which would also make it even harder to recover from the recession even after the economy starts to pick up again. “The problem is pretty obvious — raising taxes is going to make consumers less inclined to spend money,” said [Raymond Scheppach](#), a professor of public policy at the University of Virginia. “That will make it even harder to get the economy going again.”

But financial assistance from the federal government could still make a big difference, Scheppach and other experts told me. Studies conducted in the

aftermath of the Great Recession suggested that the stimulus funds that were sent to states [to help cover Medicaid costs](#) or [invest in new infrastructure](#) helped increase employment, and general aid to state governments [prevented them from slashing programs](#) and raising taxes when those actions could have hurt the economy even more.

Of course, the stimulus funds during the Great Recession didn't mean there were no tax increases or spending cuts. But this is another situation, Rosewicz said, where an influx of federal cash would be a good investment, if it prevents states from cutting their budgets to the bone. "Federal aid isn't the full solution — this is an unprecedented crisis and we don't even have a good estimate of what the need is, because we don't know how long it will be going on," she said. "But significant state tax increases and spending cuts will pull even more money out of the economy, and that will almost certainly prolong the recession, so in that sense federal aid is a really essential tool right now."



**MATANUSKA-SUSITNA BOROUGH
COVID-19 EXPOSURE PREVENTION, PREPAREDNESS,
AND RESPONSE PLAN**

I. PURPOSE

The Borough takes the health and safety of our employees very seriously. With the spread of the coronavirus or “COVID-19,” a respiratory disease caused by the SARS-CoV-2 virus, we all must remain vigilant in mitigating the outbreak. In order to be safe and maintain operations, we have developed this COVID-19 Exposure Prevention, Preparedness, and Response Plan (Plan) to be implemented throughout the Borough and at all of our facilities. This Plan is based on currently available information from the Center for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA), Food and Drug Administration (FDA), and State of Alaska Mandates, and is subject to change based on further information provided by the CDC, OSHA, and other public officials.

The purpose of this Plan is to outline the steps that the Matanuska-Susitna Borough (Borough) and its employees can take to reduce the risk of exposure to COVID-19. The Plan describes how to prevent employee exposure to coronavirus, protective measures to be taken on the jobsite, personal protective equipment (PPE) and work practice controls to be used, cleaning and disinfecting procedures, and what to do if an employee becomes sick or has been in contact with someone that tests positive for the virus.

We have also identified a team of employees to monitor available CDC and OSHA guidance on the virus. This team is composed of:

Name	Title	Phone Number	E-Mail
George Hays	Deputy Manager	(907) 861-8405	George.Hays@matsugov.us
Kelly Carothers	Health & Safety Manager	(907) 861-8491	Kelly.carothers@matsugov.us
Sonya Conant	HR Director	(907) 861-8432	Sonya.Conant@matsugov.us
Stefan Hinman	Public Affairs Director	(907) 861- 8520	Stefan.Hinman@matsugov.us

The Borough may amend this Plan as guidance changes and/or based on operational needs. The Borough will promptly update employees on any changes to this Plan.

II. THE SCOPE

This Plan applies to all Borough Departments, facilities, jobsites, employees and volunteers.

III. RESPONSIBILITIES OF BOROUGH DIRECTORS, MANAGERS AND SUPERVISORS

All directors, managers and supervisors must be familiar with this Plan and be ready to answer questions from employees. Directors, managers and supervisors must set a good example by following this Plan at all times. This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus. Directors, managers and supervisors must encourage this same behavior from all employees.

IV. RESPONSIBILITIES OF BOROUGH EMPLOYEES

We are asking every one of our employees to help with our prevention efforts while at work. In order to minimize the spread of COVID-19 at our jobsites, we all play a part. As set forth below, the Borough has instituted various housekeeping, social distancing, and other best practices at our

jobsites. All employees must follow these. In addition, employees are expected to report to the Employee Health and Safety Manager or HR Office if they are experiencing signs or symptoms of COVID-19, as described below. If you have a specific question about this Plan or COVID-19, please ask a designated team member listed in the Scope of this Plan. If they cannot answer the question, please contact the Employee Health and Safety Manager at (907) 861-8491 email: Kelly.carothers@matsugov.us.

The Borough has adopted the following control and preventative guidance issued by OSHA, FDA, Alaska State Mandates, and the CDC, and it is expected that each employee adhere to this guidance, regardless of exposure risk:

- Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand sanitizer with at least 60% alcohol.
- Avoid touching your eyes, nose, or mouth with unwashed hands.
- Follow appropriate respiratory etiquette, which includes covering for coughs and sneezes.
- Avoid close contact with people who are sick.
- Maintain a safe distance of at least six (6) feet from others where possible and where it does not compromise performance of essential duties.
- Encourage the use of filtering face pieces (masks) if available.
- Stay home and quarantine if COVID-19 symptoms present or you have tested positive.
- If an employee travels out of state, the employee must stay home and self-quarantine for 14 days. Upon completion of the 14 day self-quarantine period the employee may return to work if they have been fever-free and symptom-free for a minimum of 72 hours. Employees returning to work must strictly adhere to social distancing and personal hygiene requirements upon return.
- Disinfect surfaces with appropriate solutions (ones that specifically say they kill human coronavirus)
 - ✓ Be cautious of other health consequences of exposure from certain cleaners.

In addition, employees need to familiarize themselves with the symptoms of COVID-19 which include:

- Coughing;
- Fever;
- Shortness of breath, difficulty breathing; and
- Early symptoms such as chills, body aches, sore throat, headache, diarrhea, nausea/vomiting, and runny nose.

Employees who think they may have COVID-19 symptoms (fever, sore throat, fatigue, shortness of breath, dry cough), or develop a fever and symptoms of respiratory illness, such as cough or shortness of breath, **SHALL NOT COME TO WORK**. Instead, these employees should contact their healthcare provider right away, and the Employee Health and Safety Manager or HR Office. Likewise, employees who come into close contact with someone showing these symptoms, should call their healthcare provider right away.

V. BOROUGH PROTECTIVE MEASURES

The Borough has instituted the following protective measures for all locations in which Borough employees are working.

General Safety Policies and Rules

- Employees with symptoms of COVID-19 will contact the Employee Health and Safety Manager. A determination of whether or not the employee will be able to remain at work will be made in accordance with established protocols.
- Contractors or visitors will be asked to not enter any borough facility if they have been or could have been in contact with COVID-19 or if they are experiencing COVID-19 symptoms.
- Before beginning work, all employees are required to wash their hands or use hand sanitizers. Employees should use hand sanitizer placed near the entryway immediately upon entering the building, and wash their hands if facilities are available upon arriving to their work area and frequently throughout the day. The Operations and Maintenance employees providing janitorial service in designated Borough buildings have been properly trained to disinfect and clean assigned locations.
- The Borough recommends employees wear a face cover if social distancing of a minimum of six (6) feet from others cannot be acquired, or no barrier can be provided, unless doing so interferes with the employee's ability to perform essential duties. A face covering covers the nose and mouth, it can be secured to the head with ties or straps or simply wrapped around the lower face, and can be made of a variety of materials, such as cotton, silk, or linen. While using a face cover, employees must securely cover their noses and mouths, should not reverse, move or remove their face coverings unnecessarily in the workplace, should not share their face coverings with others, and must keep them clean. Personal face coverings must be kept in the custody of the individual and secured against contaminating surfaces in the work environment. Single use face coverings (disposable masks) must be discarded after use in a designated receptacle.
- Employees performing tasks that may expose them to potential COVID-19 contaminants, through touch (handling money, performing janitorial services, touching patients, etc.), will be required to wear disposable gloves and are expected to change them out and dispose of them in a designated receptacle when potentially contaminated. Employees required to handle money in performance of their duties will handle the money as little as possible.
- All in-person meetings will be limited. To the extent possible, meetings will be conducted by telephone or other technology (Microsoft Teams, etc.).
- Safety meetings (i.e.; tool box talks, daily briefing, safety minutes, committee meetings, etc.) are recommended to be conducted by telephone or other technology. If safety meetings must be conducted in-person, attendance will be collected verbally and the supervisor will sign-in each attendee. Attendance will not be tracked through passed-around sign-in sheets or mobile devices. In-person safety meetings must not exceed gatherings in excess of ten (10) people and participants must remain at least six (6) feet apart.
- Employees must avoid physical contact with others and employees/contractors/visitors will be directed to increase and maintain a social distance of at least six (6) feet from others, unless it compromises their abilities to perform their essential duties. Contractors/visitors will be directed to maintain social distancing while in close proximity.
- Employees will be encouraged to stagger breaks and lunches, if practicable, to reduce the size of any group in one location at any one time to less than ten (10) people.
- The Borough will provide, when available, alcohol-based hand sanitizers and/or wipes.

- Employees shall and when practical limit the use of co-workers' tools and equipment. To the extent tools must be shared, the Borough will provide alcohol-based wipes to clean tools before and after use, unless other protective measures are already in place (i.e. use of gloves). When cleaning tools and equipment, employees should read and adhere to manufacturing recommendations for proper cleaning techniques and restrictions.
- Employees performing duties which require the use of N95 respirators are encouraged to limit the need for N95 respirator use by using engineering and work practice controls to minimize dust. Such controls include the use of water delivery and dust collection systems, as well as limiting exposure time. Employees should consult with their supervisor for guidance. Department of Emergency Services employees shall continue use of N95 respirators in accordance with established PPE standard requirements.
- The Borough will limit large crews/staff where possible so that projects can continue working effectively in the event that one or more crews/staff is required to quarantine.
- Department of Emergency Services employees shall continue to follow work practices already in place by the department and shall adhere to OSHA established standards for healthcare workers.
- Employees are encouraged to minimize ride-sharing if possible when using vehicles to perform work duties. While in vehicle, employees must ensure proper ventilation. Employees should wear a face covering for added barrier if ride-sharing occurs.
- When using a borough vehicle, if practicable, employees should use/drive their same mode of transportation every shift and wipe down the inside of the vehicle before and after each use.
- To minimize potential contamination risk at common water sources, employees are encouraged to use personal water bottles. Common surfaces will be decontaminated daily, or more frequently if needed. Such surfaces include shared handles, doorknobs, countertops, money tills, copy machines, and transaction stations to name a few. The supervisor on shift may include additional surfaces as needed.
- All employees are required to be trained on Infection Control, including the Blood borne Pathogen program, upon initial hiring and annually as required for designated positions.
- If an employee is exposed or believes an exposure to COVID has occurred while at work, the employee must follow the Employee Health and Safety Accident/Injury Reporting Procedures, Work-Related Exposure, outlined in Accident and Incident Reporting, and refer to the Employee Exposure Packet. All reports must be documented using PureSafety. Please contact the Employee Health and Safety Manager or HR Office for additional information and instructions if needed.
- The Department of Emergency Services is mandated to follow and adhere to OSHA standards regarding healthcare and emergency service personnel and have additional mandatory PPE and guidelines. In addition to this Plan, the Department of Emergency Services has issued a memorandum implementing additional COVID-19 monitoring and requirements for its employees. Additional information regarding the Department of Emergency Services requirements can be obtained directly from the department.

Contaminated Surface or Personnel

Surfaces will be cleaned according to the "jobsite cleaning and disinfecting" requirements outlined in this Plan. If a surface is suspected to be potentially contaminated, the work station and site of contamination will be cleaned immediately.

Customers and Visitor Interactions

Interactions with customers and/or visitors present unique hazards with regards to COVID-19 exposures. Customers/visitors are expected to enter each location through the designated entrance to limit probability of exposure and follow established guidelines for how customers/visitors will traverse through the facility. Customers shall be allowed to use designated bathrooms for each facility.

All work duties involving employee interactions with customers shall be evaluated to determine the specific hazards related to COVID-19 and appropriate safeguards shall be implemented, including but not limited to the following:

- The number of visitors and employees at facilities will be limited to only those necessary for the work and in accordance with the regulations of the Borough and State Mandates.
- Employees must insure their workstation is disinfected throughout the day and upon arrival and departure. The Borough will provide disinfectant for this purpose.
- Employees should ask customers to keep a personal distance of six (6) feet at a minimum.
- Employees should encourage customers to use the available hand sanitizer before entering, before any transaction, and afterwards.
- Employees should wash hands immediately before starting and after completing the work.
- Deliveries to Borough facilities and jobsites will be permitted but should be properly coordinated to ensure minimal contact with employees and adherence to proper cleaning protocols. Delivery personnel should remain in their vehicles if at all possible.

Personal Protective Equipment and Work Practice Controls

In addition to regular PPE for employees engaged in various tasks and where appropriate, the Borough will also provide:

- **Gloves:** Gloves required for a specific job task shall be worn appropriately. Employees shall avoid sharing gloves.
- **Eye protection:** Eye protection required for a specific job task shall be worn appropriately. **Face:** Face masks will be available for employee and customer use. Employees are encouraged to wear them if social distancing cannot be acquired, no barrier can be provided, or if the employee chooses to wear in addition to the barrier. Employees and customers are encouraged to wear masks before entering a building and discard disposable masks into designated receptacle's when leaving the building. Personal cloth masks are not considered PPE, but do provide an additional barrier and must be kept in the custody of the individual and secured against contaminating surfaces in the work environment.

NOTE: The CDC is currently not recommending that healthy people wear N95 respirators to prevent the spread of COVID-19. Employees should only wear N95 respirators if required by the work being done.

Job Site Cleaning and Disinfecting

The Borough has instituted regular housekeeping practices, which includes cleaning and disinfecting frequently used tools and equipment, and other elements of the work environment, where possible.

- Break, lunchroom, commonly touched surfaces, and common areas will be cleaned daily or as needed. The Operations and Maintenance employees providing janitorial service will

be issued proper PPE, such as nitrile, latex, or vinyl gloves and gowns, respiratory protection, goggles as recommended by the CDC.

- Trash collected must be removed from the jobsite frequently and must be by someone wearing nitrile, latex, or vinyl gloves.
- The Borough will ensure that hand sanitizer dispensers are filled when product is available. Frequently touched items (i.e. door pulls and toilet seats) will be disinfected frequently.
- If an employee has tested positive for COVID-19, OSHA has indicated that there is typically no need to perform special cleaning or decontamination of work environments, unless those environments are visibly contaminated with blood or other bodily fluids. Notwithstanding this, the Borough will clean those areas of the jobsite that a confirmed-positive individual may have come into contact with before employees can access that work space again. If an employee would like additional information please contact the Employee Health and Safety Manager.
- The Borough will ensure that any disinfection shall be conducted using one of the following:
 - ✓ Common EPA-registered household disinfectant cleaners or wipes;
 - ✓ Alcohol solution with at least 60% alcohol;

The Borough will maintain Safety Data Sheets of all disinfectants used on site.

Employee Tests Positive for COVID-19

If an employee has tested positive for COVID-19, the employee must remain at home for 14 days. Upon completion of the 14 day self-quarantine period the employee may return to work if they have been fever-free and symptom-free for a minimum of 72 hours (3 full days) without the use of fever-reducing or other symptom-altering medicines (e.g., cough suppressants). Employees that test positive and have been hospitalized may return to work when directed to do so by their medical provider, and after the Borough's review of a completed Borough return to duty form.

Employee Has Close Contact with a Tested Positive COVID-19 Individual

If the Borough learns that an employee has tested positive, the Borough in conjunction with State of Alaska Public Health Services will conduct an investigation into co-workers that may have had close contact with the confirmed-positive employee in the prior 14 days and direct those individuals that have had close contact with the confirmed-positive employee to self-quarantine for 14 days from the last date of close contact with the carrier.

If an employee learns that he or she has come into close contact with a confirmed-positive individual outside of the workplace, he/she must alert the Employee Health and Safety Manager or HR Office of the close contact and also self-quarantine for 14 days from the last date of close contact with the carrier.

OSHA Recordkeeping

If a confirmed case of COVID-19 is reported, the Borough will determine if it meets the criteria for recordability and reportability under OSHA's recordkeeping rule. OSHA requires employers to record work-related injuries and illnesses that meet certain severity criteria on the OSHA 300 Log, as well as complete the OSHA Form 301 (or equivalent) upon the occurrence of these injuries. For purposes of COVID-19, OSHA also requires employers to report to OSHA any work-related illness that (1) results in a fatality, or (2) results in the in-patient hospitalization of one or more

employee. “In-patient” hospitalization is defined as a formal admission to the in-patient service of a hospital or clinic for care or treatment.

OSHA has made a determination that COVID-19 should not be excluded from coverage of the rule – like the common cold or the seasonal flu – and, thus, OSHA is considering it an “illness.” However, OSHA has stated that only confirmed cases of COVID-19 should be considered an illness under the rule. Thus, if an employee simply comes to work with symptoms consistent with COVID-19 (but not a confirmed diagnosis), the recordability analysis would not necessarily be triggered at that time.

If an employee has a confirmed case of COVID-19, the Borough will conduct an assessment of any workplace exposures to determine if the case is work-related. Work-relatedness is presumed for illnesses that result from events or exposures in the work environment, unless it meets certain exceptions. One of those exceptions is that the illness involves signs or symptoms that surface at work but result solely from a non-work-related event or exposure that occurs outside of the work environment. Thus, if an employee develops COVID-19 solely from an exposure outside of the work environment, it would not be work-related, and thus not recordable.

The Borough assessment will consider the work environment itself, the type of work performed, risk of person-to-person transmission given the work environment, and other factors such as community spread. Further, if an employee has a confirmed case of COVID-19 that is considered work-related, the Borough will report the case to OSHA if it results in a fatality or an in-patient hospitalization within 8-hours of the exposure incident occurring.

Confidentiality/Privacy

Except for circumstances in which the Borough is legally required to report workplace occurrences of communicable disease, the confidentiality of all medical conditions will be maintained in accordance with applicable law and to the extent practical under the circumstances. When it is required, the number of persons who will be informed of an employee’s condition will be kept at the minimum needed not only to comply with legally-required reporting, but also to assure proper care of the employee and to detect situations where the potential for transmission may increase. The Borough reserves the right to inform other employees that a co-worker (without disclosing the person’s name) has been diagnosed with COVID-19 if the other employees might have been exposed to the disease so the employees may take measures to protect their own health.

General Questions

Given the fast-developing nature of the COVID-19 outbreak, the Borough may modify this Plan on a case by case basis. If you have any questions concerning this Plan, please contact the Employee Health and Safety Manager or the HR Director.

Definitions:

Cloth mask is defined as: (1) A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen.

COVID-19 is defined as: a mild to severe respiratory illness that is caused by a coronavirus (*Severe acute respiratory syndrome coronavirus 2* of the genus *Betacoronavirus*), is transmitted chiefly by contact with infectious material (such as respiratory droplets) or with objects or

surfaces contaminated by the causative virus, and is characterized especially by fever, cough, and shortness of breath and may progress to pneumonia and respiratory failure

NOTE: COVID-19 was first identified in Wuhan, China in December 2019.

Eye Protection is defined as: a type of personal protective equipment (PPE) designed to prevent injury to the eye, i.e.; safety glasses, goggles and or face shield.

Prolonged is defined as: (1) relatively long in duration; tediously protracted. (2) Drawn out or made longer spatially. (3) (Of illness) developing slowly or of long duration. Familiarity information: PROLONGED used as an adjective is uncommon.

Disclaimer:

This document, COVID-19 Exposure Prevention, Preparedness, and Response Plan has been adopted by the Borough. The Borough has tailored this Plan to meet OSHA requirements for employee safety. As the COVID-19 outbreak develops, the information and recommendations contained in this document may change and thus, management will continue to monitor developments for COVID-19.

MSB COVID ECONOMIC IMPACT SURVEY

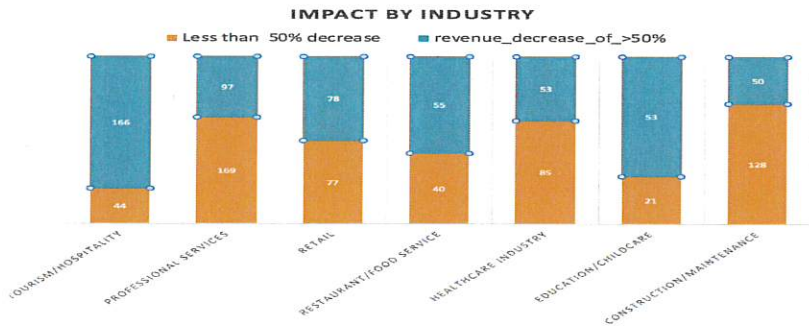


BY THE NUMBERS: 1,605 responses (~20%)

75% of businesses have 5 or fewer employees

45% of business reported revenues down by >50% so far

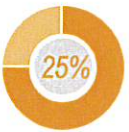
- Most significant hits are in tourism, retail, childcare, and food industry. But also healthcare, non-profits, professional services, fitness centers, pet care & more
 - 75% of those in Talkeetna reported revenues down by 50%
 - ~ 40%+ in Big Lake, Knik-Goosebay, Point Mackenzie area reported revenues down by 50%
 - 56% in Sutton reported revenues down by 50% or more.



Financial Aid so far varies by size of business



Businesses with revenues \$200K or more that reported having applied for aid



Businesses with revenues of \$100K or less that reported having applied for aid



Economic Sector Impacts of COVID-19 Survey Results By Zip Code

Businesses Mat-Su
 Percentage of business revenue decreased greater than 50%

- ≤40.27%
- ≤43.75%
- ≤47.06%
- ≤56.90%
- ≤75.44%
- Assembly Districts
- Community Points

Zip Code Percentage Count

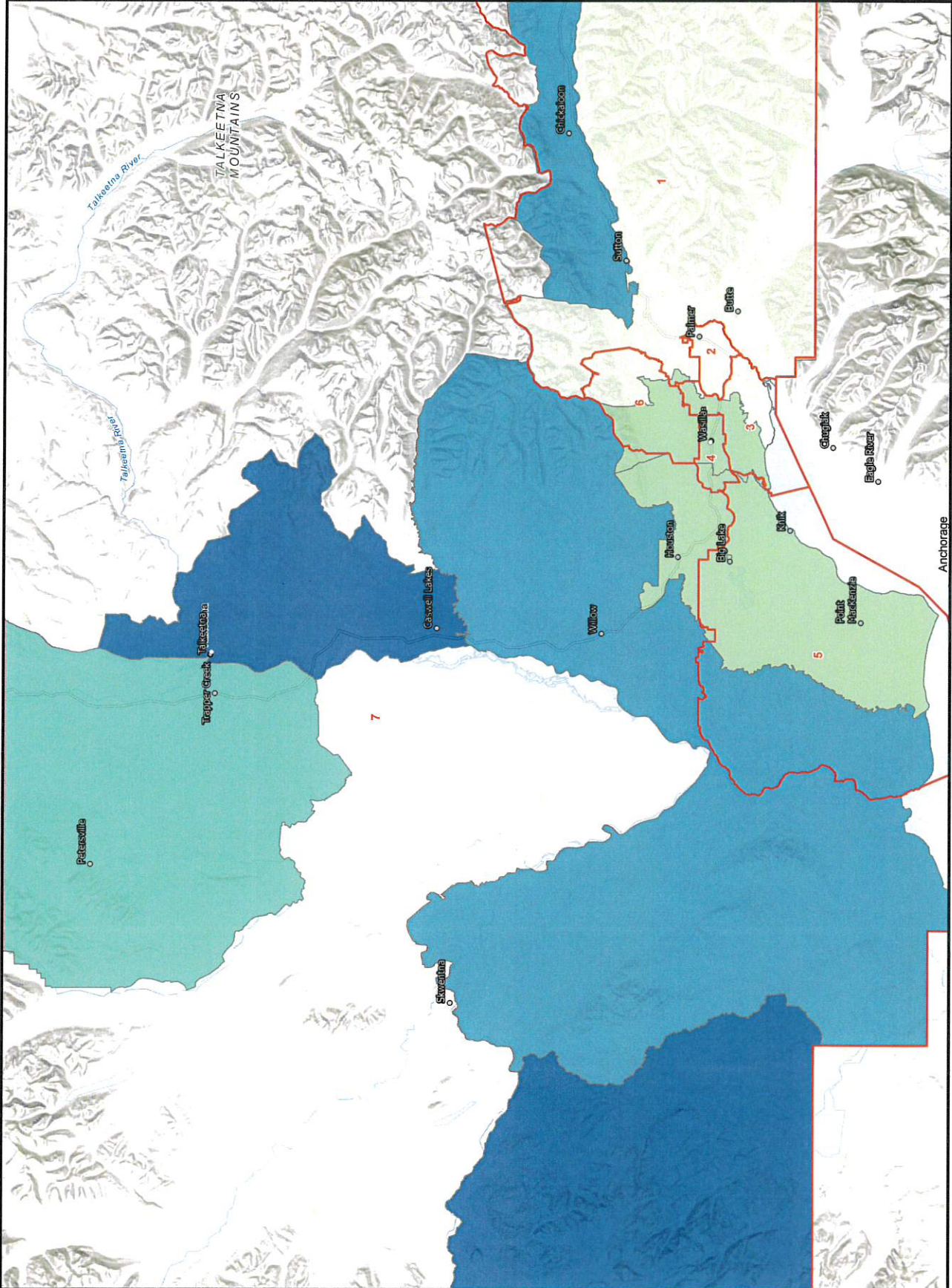
99654	42.22%	236
99645	40.27%	180
99676	75.44%	86
99623	43.75%	70
99688	56.9%	33
99674	56.1%	23
99652	43.59%	17
99683	47.06%	8
99667	66.67%	6



0 5 10 20 Miles

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6/1/2020



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**Economic Sector Impacts
of COVID-19 Survey Results
By Zip Code**

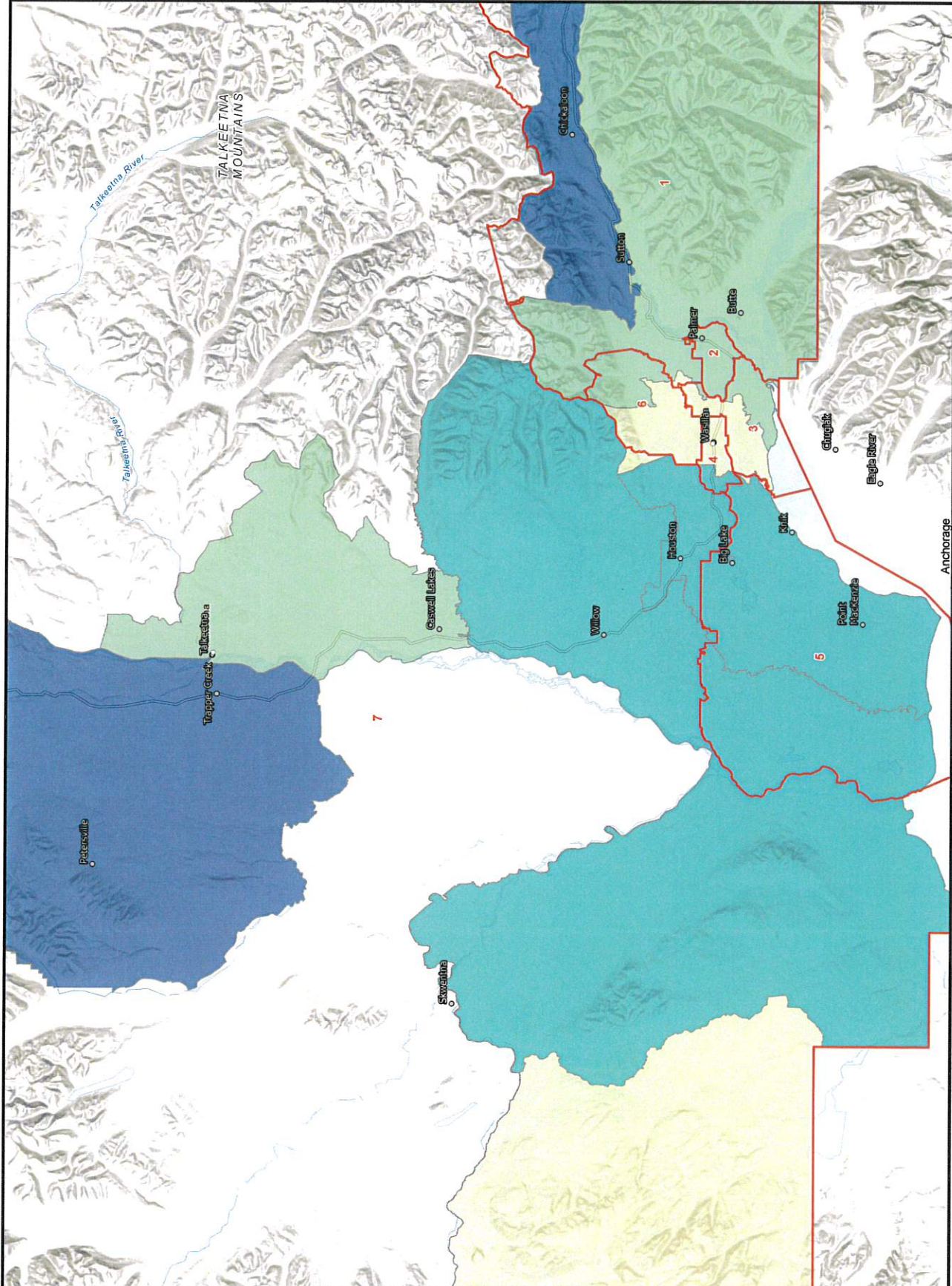
**Small Businesses Mat Su
Percentage of 5 or less
Employees and \$100K or
less in gross revenues**

- ≤44.90%
- ≤52.13%
- ≤58.62%
- ≤64.71%
- Assembly Districts
- Community Points

Zip Code	Percentage	Count
99654	44.9%	251
99645	52.13%	233
99623	56.88%	91
99676	50.88%	58
99688	58.62%	34
99674	63.41%	26
99652	56.41%	22
99683	64.71%	11
99667	44.44%	4



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From: Karl Ohls <kohls@northstargrp.com>
Sent: Wednesday, June 3, 2020 5:28 PM
To: John Moosey <John.Moosey@matsugov.us>; Nicholas Spiropoulos <Nicholas.Spiropoulos@matsugov.us>; George Hays <George.Hays@matsugov.us>
Subject: Congress Figuring Out Next Aid Steps & Other Priorities

John, Nick, and George,

Please see below for updates from *Eyes on Washington* on the federal aid packages that have passed or are pending in the Congress and on some of the other priority funding issues that are before the Congress and require action within the next few months.

Also below is a news story about House committee action on a new surface transportation bill. Both the House and Senate now have transportation infrastructure bills on the table, but still no clear solution on what sources to use to pay for them.

Karl

Eyes on Washington, June 1, 2020

Status of Next COVID-19 Relief Package

- It has been more than three weeks since House Democrats passed a sweeping \$3 trillion relief bill, the **Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act** (H.R. 6800), that would, among many other provisions, deliver federal aid for state and local governments, provide rent and mortgage relief, and expand unemployment and food assistance programs. The legislation would also provide Americans with a new round of \$1,200 stimulus checks.
- House Speaker Nancy Pelosi (D-Calif.) published a breakdown on estimated allocations that the HEROES Act would provide to states and territories, as well as allocations by locality.
- Senate Majority Leader Mitch McConnell (R-Ky.) said on May 29, 2020, that the next round of stimulus legislation will be the "final" bill Congress passes. Republicans have widely criticized the measure, dubbing it an unrealistic, partisan offering that was drafted without any Republican input and that it is likely to be dead on arrival in the Senate. McConnell added that the next bill would be "written in the Senate" with the support of the Trump Administration and input from Democrats.
- Republican Whip Sen. John Thune (R-S.D.) said in a webinar last week that the Senate is considering including issues such as expanding broadband access to rural areas and developing protections for contact-tracing technology in a future coronavirus stimulus bill. Sen. Thune said that he does not expect the next coronavirus bill to pass until later in June or July, but senators are working on the next phase.
- Since the crisis began, lawmakers have passed four pieces of rescue legislation. The first two bills – which shored up funding for testing and small business loans, established tax credits for paid sick leave and expanded unemployment benefits – were followed by the historic \$2.2 trillion **Coronavirus Aid, Relief, and Economic Security Act** (CARES Act). The **CARES Act** was succeeded by another \$484 billion package that replenished funding for emergency assistance for small businesses after the PPP exhausted its initial \$350 billion in funding after less than two weeks.

Eyes on Washington, May 26, 2020

Washington's Next Steps to Address State Aid

- Federal Reserve Bank of Boston President Eric Rosengren said on May 19, 2020, that one of his biggest concerns is whether U.S. states will get enough support from the federal government to prevent severe cuts in spending and employment in the wake of the coronavirus pandemic. Most states have rules requiring them to balance their budgets and they face grave shortfalls as pandemic-related shutdowns have reduced tax revenue. He warned that state and local budget cuts following the last recession contributed to the slow pace of that recovery.
 - Rosengren noted that the Fed is examining whether to lower the minimum size of loans offered through the Main Street Lending Program, an emergency lending effort being administered by the Boston Fed that is slated to open later this month.
- A bipartisan cohort of senators on May 18, 2020, officially introduced the **State and Municipal Assistance Recovery Transition (SMART) Act** (S.3752), which would establish a \$500 billion stabilization fund for state and local governments. The fund expands eligibility to include counties and towns with populations of 50,000 or greater – the current threshold is 500,000 – and ensures that every eligible entity receives additional funding, increases flexibility for states and local governments to use the funds to plug revenue losses because of the COVID-19 outbreak, and targets additional funding toward coronavirus hot zones to combat the pandemic head-on.
- The **U.S. Chamber of Commerce** last week signaled support for some aid to state and local governments as part of Washington's next step in responding to economic devastation wrought by the coronavirus pandemic. The call by the powerful business lobbying group, which has historically been allied with the GOP, contrasts with resistance from congressional Republicans, who fear that more aid could delay re-openings. Republicans want to wait and see how states and local governments use the funds that lawmakers have already appropriated.
- House Democrats on May 15, 2020, passed a sweeping \$3 trillion stimulus bill, the **Health and Economic Recovery Omnibus Emergency Solutions Act** (HEROES Act) (H.R. 6800), that would, among many other provisions, deliver federal aid for state and local governments, provide rent and mortgage relief, and expand unemployment and food assistance programs.
 - Senate Finance Committee Chairman Chuck Grassley (R-Iowa) said on May 22, 2020, that real negotiations on the next round of virus relief legislation will start in the final weeks of June. Further, Senate Majority Leader Mitch McConnell (R-Ky.) told President Donald Trump in a White House meeting on May 20, 2020, that the next coronavirus relief package cannot exceed \$1 trillion, and should be narrowly focused toward getting money in people's hands immediately.

Eyes on Washington, May 26, 2020

Deadlines for Appropriations Bills Loom in a Congress Consumed by Coronavirus

- The timeline for passing a dozen spending bills for the coming fiscal year – which begins on October 1, 2020 – is slipping as the coronavirus consumes the legislative agenda and complicates committee work on Capitol Hill. House and Senate appropriators are missing their original targets to mark up and pass spending bills. But they are still confident about getting their work done.

2 of 6

- The two-year budget deal signed by President Donald Trump last summer, the **Bipartisan Budget Act of 2019** (H.R. 3877), cemented \$632 billion in nondefense funding this fiscal year, with only a \$2.5 billion increase for fiscal year (FY) 2021.
- In the coming weeks, House and Senate appropriators must figure out how to allocate that \$632 billion, distributing the additional \$2.5 billion to domestic programs across the federal government – many of which are expecting at least a slight funding boost. If appropriators want to provide more money for veterans' health within the caps, it would come at the expense of other domestic programs.
- Appropriators are also anxious to provide agencies with a sense of fiscal stability as they battle the pandemic. But even without a global public health crisis, the upcoming November elections had threatened to diminish political will and may necessitate passage of a stopgap spending bill to carry Congress through Election Day, November 3, 2020.
- Earlier this year, House Democrats had planned to mark up and pass all 12 appropriations bills by the end of June. Democratic aides have said that markups will not occur until Congress can agree on another massive infusion of federal coronavirus relief. GOP leaders have suggested that additional aid could be weeks away.
 - The "top priority" for the House Appropriations Committee "is passage of urgently needed coronavirus relief funds," said spokesperson Evan Hollander, who noted significant progress on fiscal 2021 spending bills despite the lack of markups. "The Committee will mark up those bills after coronavirus legislation is completed, and we will announce a schedule for markups at a later date," he said.
- Senate appropriators soon hope to reach an agreement on subcommittee allocations, with plans to mark up several bills toward the end of June and the remainder coming after the July Fourth recess. The upper chamber had originally planned to mark up almost all of the bills before the July Fourth recess.
 - Senate Appropriations Committee Chairman Richard Shelby (R-Ala.) met with President Donald Trump last week to discuss the FY 2021 funding process.

Eyes on Washington, June 1, 2020

House Leadership Unveils Legislative Calendar, Priorities

- House Democratic leaders released an updated calendar and letter detailing their legislative priorities for the remainder of the year.
- House appropriators will start their markup season in late June, about a month and a half later than usual, racing to get bills out of the committee in the middle of the summer under a condensed legislative schedule because of the coronavirus. The House does not have any floor votes scheduled until June 30, 2020. The delayed appropriations schedule is another sign it will be difficult to get any spending measures signed into law before the September 30, 2020, deadline other than a stopgap measure.
- Throughout June, legislative work in the House committees will be the primary focus. Their goal will be to prepare must-pass legislation for consideration on the floor in late June and through July. These must pass legislation include:
 - Fiscal Year (FY) 2021 **National Defense Authorization Act** (NDAA)
 - An infrastructure package, which includes reauthorization of the **Surface Transportation Act** and the Water Resources Development Act (WRDA)
 - Legislation to "strengthen and expand the Affordable Care Act (ACA)," and
 - FY 2021 Appropriations Bills
- Congressional committees will adhere to remote hearing and remote guidelines established under HR 965, which require each Committee to practice with two hearings making use of remote tools before any remote markup can be held.

- Some appropriators warned early in the year that it is often difficult to get several spending bills signed into law quickly during a presidential election year. The coronavirus pandemic made things more challenging by drawing much focus to emergency legislation.
- In the Senate, lawmakers are planning to address legislative priorities such as infrastructure, highways and contact tracing in the coming months as they continue to address the coronavirus pandemic. Republican Whip Sen. John Thune (R-S.D.) laid out a plan for the rest of the year, which features a focus on water infrastructure legislation and a surface transportation program that must be reauthorized by September 30, 2020.

Democrats offer \$494 billion transport bill targeting economy, climate

Bill includes provisions to support states struggling in the pandemic-driven downturn and to reduce carbon emissions

By Jessica Wehrman / Roll Call / Posted June 3, 2020

A five-year, \$494 billion **surface transportation bill** unveiled Wednesday by Democrats on the **House Transportation and Infrastructure Committee** aims to inject a shot of money to states and cities struggling from the coronavirus before addressing another existential crisis: climate change.

The bill, according to a committee summary, would require the **Department of Transportation** to create greenhouse gas reduction measures and set goals for states to meet. The legislation would provide \$8.35 billion to help states achieve their goals. Low-performing states would be required to invest 10 percent of their federal surface transportation funds in additional projects to cut emissions.

The bill also would authorize \$6.25 billion to pay for resilient infrastructure that could withstand major weather events caused by climate change. It would require states and cities to develop an infrastructure vulnerability assessment to guide investments under the program.

It would provide \$350 million per year in grants to create electric vehicle charging and hydrogen fueling stations.

And it calls for investments in rail, authorizing \$60 billion to address a maintenance backlog in rail infrastructure, establishing new intercity passenger rail routes and expanding commuter rail. That would include \$29.3 billion over five years for Amtrak — more than three times the current level.

But before implementing those policies, the bill would address the current pandemic, providing \$83.1 billion in fiscal year 2021 to help save state and local transportation agencies crippled by the pandemic.

It would briefly eliminate the state-federal match, ensuring that all federal dollars offered in 2021 would be offered at 100 percent federal share. And the bill would allow state and local governments to use \$22 billion of that money for salaries and operating expenses.

By changing the matching formulas, the bill mirrors elements of one passed by the House on May 15. That bill, which has not advanced in the Senate, would allocate \$15 billion for highway spending but would increase the federal share for highway projects to 100 percent. The **American Association of State Highway and Transportation Officials** in early May asked for \$50 billion in direct emergency assistance to state departments of transportation.

In a statement, committee Chairman Peter A. DeFazio, D-Ore., called the legislation a “transformational bill that will catapult our country into a new era of how we plan, build, and improve U.S. infrastructure.”

Republicans did not share that sentiment. In a joint statement, ranking Republican Sam Graves of Missouri, Subcommittee on Highways and Transit ranking member Rodney Davis of Illinois and Subcommittee on Railroads, Pipelines, and Hazardous Materials ranking member Rick Crawford of Arkansas said they and other Republicans on the committee were not involved in the development of the bill.

The criticized the bill as lacking flexibility for states and giving “outsized” funding to urban areas at the expense of rural communities. “Although today’s bill does not reflect our input, Committee Republicans will continue to work with the Senate, stakeholders, and any Member of both parties to ensure our priorities are addressed as the legislative process moves forward,” the trio said.

The committee has scheduled a June 17 markup of the bill.

46 percent boost

In all, the bill would offer surface transportation programs \$494 billion over five years, including \$411 billion over five years out of the **Highway Trust Fund** for highway, transit, safety and research programs, representing a 46 percent increase over current investment levels, according to documents released by the committee.

Of that \$494 billion, \$319 billion would go to highways, \$105 billion to transit, \$4.6 billion for highway safety, \$5.3 billion for motor carrier safety and \$60 billion for rail.

The figures included in the bill released Wednesday closely mirror elements of a comprehensive \$760 billion infrastructure framework first floated by House Democrats in January, though it infuses \$5 billion more for rail. The bill also emphasizes fixing before building, requiring **National Highway Performance Program** funds to focus on maintenance and operational improvements to existing facilities before building new highway capacity. It would require states to spend 20 percent of their

NHPP and **Surface Transportation Program** dollars on bridge repair and rehabilitation projects — about \$28 billion in fiscal years 2022 through 2025.

It would provide grants to address rural roads and urban gridlock. Pedestrian and bicycle networks would get \$250 million as would construction and improvement of truck parking facilities.

Because the next pro forma House session is not until Thursday, the bill won't be formally introduced until then. The introduction of the House bill is the first significant movement since last July, when the **Senate Environment and Public Works Committee** approved its own five year, \$287 billion highway bill.

The current funding authorization expires at the end of September.

'Green New Deal'

Even before the timing of the House bill was certain, Wyoming Sen. John Barrasso, the Republican chairman of **Senate Environment and Public Works**, defended the Senate's approach, saying it was the only bipartisan bill out there. "Instead of working on bipartisan infrastructure solutions with House Republicans, House Democrats seem focused on writing a second 'Green New Deal,'" Barrasso wrote in a Fox News op-ed published Monday.

The **Senate Environment and Public Works Committee** has scheduled a hearing Thursday on infrastructure as an economic stimulus.

The **House Transportation and Infrastructure** bill did not include a method of paying for the bill, a key sticking point that neither chamber has been able to address.

DeFazio and as groups such as the **American Association of State Highway and Transportation Officials** and the **U.S. Chamber of Commerce** have advocated an increase in the federal gas tax, while others, such as Graves, have pushed for a shift to an alternative that would charge drivers based on vehicle miles traveled.

DeFazio, who has said he supports a vehicle miles traveled tax, or VMT, but does not believe it's ready for national deployment, would establish a national VMT pilot program in the bill. The bill would nearly double funding for VMT pilots across the country in an effort to encourage states to implement such programs.

MEMORANDUM OF UNDERSTANDING PHASE 2

The Memorandum of Understanding Phase 2 ("MOU") is made effective as of this ___ day of _____, 2020, by and between the Matanuska-Susitna Borough ("MSB"), the Alaska Industrial Development and Export Authority ("AIDEA"), and AK Operations LLC ("AKO") each a "Party" and collectively the "Parties."

The Parties recite that:

A. The purpose of this MOU is to clarify rights, roles, responsibilities, and expectations of each Party for the phased feasibility analysis, due diligence and development of the West Susitna Access Road (the "Project").

B. In 2014, the Alaska Department of Transportation and Public Facilities (DOT&PF) Roads to Resources program completed an extensive natural resources inventory and access corridor study known as the West Susitna Reconnaissance Study for Access to Resource Development Opportunities. The purpose of the study was to identify multiple resource development opportunities that can be accessed by one transportation corridor, thereby attracting multiple private sector investments across resources.

C. Under AS 38.04.065, the Commissioner of the Department of Natural Resources, with local, governmental, and public involvement under AS38.05.945, may adopt, maintain, and when appropriate, revise regional land use plans that provide for the use and management of State of Alaska-owned lands, and to identify important land resources that can be used for the maximum public benefit.

D. AIDEA's purpose is to promote, develop, and advance the general prosperity and economic welfare of the people of Alaska. One of the ways in which AIDEA pursues the fulfillment of this purpose is by supporting and encouraging the development of natural resources in Alaska. AIDEA has the statutory authority to finance, develop, and own and operate facilities and improvements, including roads and related infrastructure, that are intended for use in connection with the extraction, transportation and production of timber, metals, minerals, hydrocarbons, petroleum products and other resources (each a "Resource" and collectively known as "Resources").

E. On October 23, 2019, MSB and AIDEA entered into a Memorandum of Understanding for Phase 1 of the Project to identify proposed and alternative transportation corridors, gather digital data, conduct field reconnaissance, and define the next phases of the Project.

F. MSB continues to explore the possibility of building a multi-user transportation corridor within the MSB to the Little Susitna River and further west within the MSB in advancing the work initiated by DOT&PF. The Parties acknowledge that such road(s) and infrastructure could and may be used, subject to the appropriate permits and agreements, to access MSB's Resources, as well as enhancing MSB's fire suppression activities.

G. AKO is a Resource owner in the Yentna Mining District area within the MSB seeking to investigate the viability of permitting and constructing an all-season multi-user industrial access road to the area in collaboration with MSB, AIDEA and other Resource owners.

H. The Parties intend to foster partnerships with other Resource owners, both publicly and privately owned, who's commercial and business activities within the MSB will benefit from the development of road(s) and infrastructure. The Parties are committed to an open and transparent public process for all phases of major decision making on the Project.

NOW, THEREFORE, the Parties agree as follows:

1. COOPERATION. The Parties will work cooperatively, act in good faith, and use reasonable best efforts to coordinate activities and responsibilities with each other in pursuit of the Project. The parties will cooperate with one another and furnish each other with any information regarding the Project or the planned development of the Project that the other Party may reasonably request. MSB, AIDEA, and AKO are committed to an open public process and stakeholder engagement for the project phases and milestones. No Party, however, shall be obligated to disclose to the other Parties confidential, proprietary information or information that is required to be kept confidential under applicable law.

This MOU is non-exclusive for all Parties. Any Party may cooperate and work with any other third persons and/or entities regarding the Project. This MOU is not intended, and shall not be deemed, to create a partnership or joint venture between the Parties. No Party shall owe a fiduciary duty to any of the other Parties.

Any decision to progress the project forward past Phase II will require the authorization of all Parties and include compliance with AIDEA's statutes and finance regulations.

2. PHASED DEVELOPMENT. The Project will be budgeted and progressively pursued in phases to be mutually agreed by the Parties.

The objectives and goals for Phase 2 include:

- a. Investigate the viability of permitting and constructing an all-season industrial access road to the Yentna Mining District, terminating near the Whiskey/Bravo airstrip and potentially investigate beyond to AKO's operated Estelle Gold Project.
- b. Facilitate strategies to maximize the local economic benefit and job opportunities in the MSB as a result of responsible development of the Yentna Mining District.
- c. Establish the groundwork and collaboratively develop a plan for salmon habitat.
- d. Provide a framework for AIDEA, MSB, AKO, and consortium to cooperatively engage with local communities and other project stakeholders to incorporate via public meetings and consultations.
- e. Identify areas requiring federal, state and local permitting, and facilitate support for obtaining such permits.

To assist in accomplishing the objectives and goals, subject to the terms of this MOU, the Parties hereby agree to pursue Phase 2 of the Project and will seek to complete all agreed tasks for Phase 2 by [December 31, 2020]. The tasks for Phase 2 are agreed to be the following:

- f. Compile & review digital/geospatial information and aerial imagery;
- g. Perform preliminary engineering analysis;
- h. Wetlands mapping and field verification of wetlands within corridor;
- i. Develop project communications program; and
- j. Define the next phase(s) of the Project.

The Parties hereby agree that AIDEA engages with HDR Alaska, Inc. (HDR) for Phase 2. The Parties have reviewed and approved detailed scopes of work and contract terms for Phase 2 of the Project and find the timeline acceptable to the Parties. The agreed scope of work are attached as Exhibit B to this MOU.

3. BUDGET. The Parties will establish a project budget for each phase prior to the initiation of each phase of the Project.

The budget for Phase 2 of the Project is attached as Exhibit A. The Parties agree that costs for Phase 2 of the Project shall not exceed four hundred, twenty five thousand dollars (\$425,000). The Parties shall share the costs of Phase 2 proportionately based on the following:

- a. MSB will not contribute funds to Phase 2
- b. AIDEA agrees to pay \$155,000, plus a commitment to fund up to \$7,500 in contingency funding,
- c. AKO agrees to pay \$155,000, plus a commitment to fund up to \$7,500 in contingency funding; and
- d. Funding will be raised from third party participants to pay the remaining \$100,000 prior to the commencement of Phase 2, with agreed upon Contribution Agreement form attached as Exhibit C.

Funds from AIDEA, AKO and any third party participants will contribute its share to a designated project account held and controlled by AIDEA for Phase 2 of the Project. No funds will be disbursed from the designated project account, unless otherwise agreed to in writing by the Parties, until a full balance of \$410,000 is achieved.

Any expenditures to be incurred that exceed the Phase 2 Budget will require the written approval of the Parties. Any funded amounts which have not been disbursed from the project account at the end of the term of Phase 2 shall be refunded to the Parties and to any third party participants upon their written request, unless otherwise agreed to in writing by the Parties and the third party participants.

4. ROLES. The Parties shall have to the following roles and responsibilities:

- a. MSB will:
 - i. Lead the designation of the proposed and alternative transportation corridors;
 - ii. Promote and communicate to MSB constituents project updates and engage project stakeholders to ensure an open and transparent public process;

- iii. Identify Resources owned by MSB along the proposed and alternative transportation corridors and assist AIDEA in determining programs to achieve the economic value of the Resources; and
 - iv. Potentially represent all Parties as applicant in all applicable approvals or permits necessary for the Project and lead discussions with federal, state and other local governmental entities (if any) regarding the Project.
- b. AIDEA will:
- i. Engage HDR as consultant to undertake the agreed Phase 2 scope of work and lead communications between HDR and the Parties;
 - ii. Manage disbursements from the designated project account;
 - iii. Use commercially reasonable best efforts to raise Phase 2 funding from third party Resource owners;
 - iv. Identify and approach other third party Resource owners that will benefit from the Project to participate in future phases of the Project;
 - v. Determine and structure the finance plan for the Project phases.
- c. AKO will:
- i. Support MSB, AIDEA and any arranged consortium;
 - ii. Provide relevant resources and contribute financier contracts in investigating AIDEA supported financing options;
 - iii. Provide human resources and further synergy by providing aircraft support for Phase 2 studies whilst AKO's exploration programs underway to minimize aircraft utilization costs where directed by MSB and AIDEA
- d. MSB, AIDEA and AKO will jointly prepare and facilitate strategies to maximize the local and regional economic benefits and job opportunities associated with the Project.

5. **RIGHTS.** Except as provided for under Section 9 of this MOU, each Party to this MOU shall have full access and rights to use the data, reports, studies, analysis or any other work product produced under this MOU for any purposes determined at the sole discretion of that Party.

6. **NO COMMITMENT, WAIVER, OR GRANT OF PERMISSION.** Nothing in this MOU obligates the Parties to take any specific action with respect to the Project other than Phase 2. Nothing in this MOU obligates AIDEA to provide any financing for the development of the Project. Likewise, nothing in this MOU waives any provisions of State Law or Borough Code or grants any form of permission under any law which may apply to activities beyond this MOU, including but not limited to, future approvals under MSB platting or land use regulations and governing body approval AS 44.88.095(c).

7. **TERMINATION.** The MOU may be terminated:

- a. By mutual consent of the Parties;

- b. For convenience of one Party, provided that the terminating Party notifies the other Party of its intent to terminate at least thirty (30) days prior to the effective date of the termination; or
- c. For cause, by either Party where the other Party fails in any material way to perform its obligations under the MOU. Termination for cause requires the terminating Party to notify the other Party of the intent to terminate, stating with reasonable specificity the grounds therefore, and the termination for cause shall be effective only if the other Party fails to cure the failure to perform within (30) days after receiving the notice.

Notwithstanding a termination, each Party will remain obligated to fund its share of the Phase 2 Budget, and any other approved budgets for subsequent phases of the Project, with respect to those costs that cannot be avoided or that must be incurred in closing out a contract or previously approved task order.

8. **THIRD PARTY CLAIMS.** Each Party will bear its own costs (including attorney's fees) with respect to any third-party claim brought against one or both of them that arises from or is related to this MOU.

9. **CONFIDENTIALITY.** The Parties acknowledge that their records with respect to the Project and matters connected to it are generally available to the public for inspection upon request.

In the event MSB desires AIDEA to keep confidential any information or records that MSB provides to AIDEA, MSB must specifically request that the Executive Director of AIDEA determine that the information or records be treated as confidential and MSB must demonstrate to AIDEA that the information or records are within the categories established in AS 44.88.215 or are confidential under other applicable law. Upon MSB complying with the preceding sentence, AIDEA shall keep all such information and records confidential pursuant to the provisions of AS 44.88.215.

The Parties acknowledge that certain documents and records related to this MOU or the Project may be subject to the attorney-client privilege. Nothing in this MOU is intended or will alter the Parties' ability or authority to maintain the privilege within their own respective organizations.

10. **Governing Law; Forum Selection.** This MOU and the rights of the parties under it are governed by the law of the State of Alaska. Any judicial proceeding arising out of or related to this MOU shall be filed and heard in the Superior Court for the State of Alaska, Third Judicial at Anchorage, and not elsewhere.

11. **Amendments.** Any Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU must be in a written instrument, which shall be effective when executed and signed by both of the Parties.

12. **Third-Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create any third-party rights.

13. **Assignment.** No Party may assign its rights or delegate its duties under this MOU to any other person or entity without the prior written consent of the other parties to the assignment or delegation.

14. **Expiration.** Unless sooner terminated as provided for in Section 7, this MOU and the Parties obligations under it expire three years after the effective date first stated above. The Parties, however, may extend this MOU by mutual written consent.

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU effective as of the date first written above.

**ALASKA INDUSTRIAL DEVELOPMENT
AND EXPORT AUTHORITY**

By: _____

Alan Weitzner
Interim Executive Director

MATANUSKA-SUSITNA BOROUGH

By: _____

Borough Manager

AK OPERATIONS LLC

By: _____

Christopher Gerteisen
North American Director

Exhibit A

West Susitna Phase II
Project Budget
May-20

Item	Description	Qty	Units	Price
1	HDR Engineering Scope of Work	1	LS	\$ 399,893.00
2	Additional Lidar & Aerial Imagery	1	LS	\$ 10,107.00
3	Phase II Cost Contingency	1	LS	\$ 15,000.00
Total				\$ 425,000.00

Exhibit B



May 14, 2020

Jesse Peterson
Senior Manager
Project Finance & Asset Management
Alaska Industrial Development and Export Authority
JPeterson@aidea.org

Subject: Proposal – West Susitna Access Project, Phase 2, Road Only

Dear Mr. Peterson,

In 2019 HDR Alaska, Inc. (HDR) was contracted by AIDEA to identify preliminary multi-modal surface access corridors to known resource-abundant areas on the west side of the Susitna River and to perform a field reconnaissance study of the identified corridors. Those efforts were considered Phase 1 of the West Susitna Access Study, which culminated in a Field Reconnaissance Report dated January 7, 2020. That Phase 1 report identified engineering and environmental considerations and constraints along the corridors and also recommended corridor alignment changes in some locations. Building on the results of Phase 1, AIDEA has requested a proposal to perform preliminary engineering, develop cost estimates, and map wetlands for a road-only corridor - work that is referred to herein as Phase 2.

This letter is HDR's modified proposal for Phase 2 (road only) of the West Susitna Access Project. We understand that AIDEA, the Matanuska-Susitna Borough (MSB), and private partners are collaborating on this study. We understand that AIDEA is leading this effort and that AIDEA is asking HDR to provide engineering, environmental, and strategic communications services to further advance the project. We understand that if HDR is awarded this work it will be contracted as a task order under our AIDEA Project Support Services Term Agreement (Agreement No. 18009).

Project Route Alternatives

HDR's Phase 2 work on the West Susitna Access Project will consider the following route (study area):

Port Mackenzie Route (PMR): This route would be approximately 100 miles of road starting near the end of Ayrshire Road and heading northwest to the vicinity of the confluence of the Talachulitna River and Skwentna River, then crossing the Skwentna River, and continuing generally along the proposed Donlin Gold gas pipeline route on the north side of the Skwentna River. Near the Happy River crossing the route would diverge away from the Donlin Gold gas pipeline route and continue east to a point of tie-in with existing exploration roads near Gold Mining Inc.'s exploration camp. Approximately 57 miles of this segment would follow the proposed Donlin Gold gas pipeline route.

Project Purpose

HDR understands AIDEA's purpose of this Phase 2 effort is to:

- a) advance the preliminary engineering to a point that preliminary opinions of probable capital cost can be developed for economic decision making; and

- b) conduct wetland mapping and wetland field work by the end of summer/fall 2020 in preparation for developing a Clean Water Act Section 404 permit application.

Scope of Services

HDR proposes the following scope of services:

Task 1. Acquire and Review Information:

- A. **Compile and Review Existing Digital/Geospatial Information:** HDR will review and compile LiDAR, aerial imagery, wetland, and other geospatial data, that is either publicly available or provided by project proponents, into one geodatabase for the project. It is assumed that data will be coming from the following sources: Donlin Gold (via MSB), and DNR-DGGS (via AIDEA), and MSB's own LiDAR. It is assumed that all data will be provided by AIDEA to HDR within two weeks of receipt of an executed NTP.
- B. **Aerial Imagery Procurement Assistance:** It is assumed that aerial imagery will need to be purchased from private vendors for some segments of the corridors. HDR will coordinate with private vendors for the procurement of necessary aerial imagery. This coordination will include preparing and sending aerial imagery boundaries to up to two vendors to inquire about the imagery that is available in the project areas, reviewing samples of the available imagery, and identifying which imagery will need to be purchased. AIDEA will select and pay the vendor(s) directly for the cost of the imagery. It is assumed that adequate imagery currently exists for the project area.

Task 2. Preliminary Engineering:

Specific preliminary engineering activities to be performed are as follows:

- A. **Design Criteria:** HDR will interview project proponents to determine the design vehicle criteria and the appropriate ADOT&PF standard road design criteria (e.g. typical cross-section, minimum curvature, maximum grades, bridge load rating).
- B. **Geotechnical Evaluation:** HDR's subconsultant, RECON LLC, will perform desktop geotechnical evaluations of routes to inform route alignment adjustments, design of typical sections, and design of waterway crossings. This work will also include desktop research and evaluation of potential material source availability and quality.
- C. **Alignment design:** HDR will use LiDAR data to create a 3D surface model of the existing ground. HDR will overlay route alternatives on the 3D surface, develop typical sections, and develop centerline profiles. Routes will be adjusted to meet design criteria and optimize grades, waterway crossing locations, and cut/fill.

By overlaying aerial imagery and other geospatial information (such as wetlands and geology), routes will be adjusted to minimize and/or avoid impacts to area resources. HDR will document route adjustments to avoid wetlands. (Note: Wetland mapping work (Task 3) will be happening simultaneously, so adjusting the

alignments for wetland avoidance will be an iterative process).

The deliverable of this task will be a map book showing the alignments in plan view at a scale of approximately 5 to 10 miles per sheet. Maps will show alignment centerline, cut/fill lines, mileposts, and callouts identifying bridge crossings. Maps will be overlaid on aerial imagery and topographic contours. The map book will include an overview map. The map book will be developed in pdf and formatted to 11x17-inch sheets.

- D. Waterway crossing design: HDR will develop a geodatabase tabulation of all waterway crossings categorized based on type of crossing (bridge versus culvert, bridge type, bridge spans, bridge length, culvert type, fish presence, anadromous fish presence, and drainage only). Crossing length will be estimated by measuring between banks using aerial imagery and this measurement will be considered ordinary high water (OHW). No field work is included in the waterway crossing design effort. No hydrology/hydraulic calculations/modeling/engineering will be performed.

For the purposes of limiting field work and cost at this early stage of the project HDR will develop a conservative approach to assumptions about fish presence, anadromous fish presence, and which waterways will be designed for fish passage and which will not.

HDR's cost is based on the following estimate of numbers of single and multi-span bridges:

Route/Segment	Single-span	Multi-span	Total
PMR	9	4	13

- E. Opinion of Probable Capital Cost (OPCC): HDR will develop an OPCC to the AACE Class 4 or Class 5 level depending on availability of input information. The OPCC will be based on rough-order of magnitude construction and material quantities. Bridges will be estimated based on deck surface area or based on other recent similar bridge projects depending on information availability.
- F. Preliminary Engineering Report: HDR will prepare a preliminary engineering report documenting the activities and outcomes of the tasks above. The report will include the OPCCs, alignment design, waterway crossing categorization, conclusions, recommendations on routes, and recommendations on next steps.

The report will be submitted to AIDEA in draft version for review and comment. HDR's project manager, lead engineer, and lead wetland scientist will attend one 2-hour draft review meeting at AIDEA. HDR will incorporate draft comments and submit a final version 2 weeks after the draft review meeting or receipt of draft comments, whichever occurs later. HDR's budget for this deliverable is based on one round of consolidated comments (provided by AIDEA) and revisions from draft to final.

Task 3. Wetlands:

- A. Preliminary Wetlands Mapping: Using the compiled LiDAR, aerial photography, and publicly-available existing information, HDR will produce preliminary planning-level wetland mapping for an approximate 2,000 foot-wide corridor (approximately 1,000 feet to either side of the alignment) along the two study routes. The net area requiring wetland mapping along the study routes is approximately 8,000 acres (33 miles x 2,000 feet) from the end of Ayrshire Road to the point of tie-in with the proposed Donlin Gold gas pipeline route near Upper Sucker Creek; this excludes approximately 57 miles of the PMR that overlaps with the proposed Donlin Gold gas pipeline route and the westernmost 8 miles of the PMR for which it is assumed that adequate wetland mapping already exists and will be provided by Donlin.

Wetland/upland boundaries will be digitized in GIS at a scale of approximately 1:3,000 to produce mapping intended to be viewed at approximately 1:7,500. Within wetland areas, only large areas of major wetland types will be distinguished from each other. Wetlands and waterbodies will be classified according to the Cowardin et al. (1979)^[1] system used by the National Wetlands Inventory, and the hydrogeomorphic (HGM) system^[2]. In addition, wetland mappers will identify wetlands that are likely to have the highest overall ecological value, based on professional judgment and available datasets.

During the desktop wetland mapping, wetland scientists will map the corridors using best available data. As the mapping progresses, mappers will rank the wetlands mapped with two rankings: 1) confidence level and 2) prevalence level. The confidence level will represent the confidence of the wetland or upland determination based on vegetation signature, topography, hydrology indicators, correspondence with existing data sets, and professional judgment. The prevalence ranking will estimate how widespread the particular vegetation signature is across the mapping corridor. The rankings will be combined to create a prioritization for the wetland field work. Using this prioritization method, only widespread vegetation signatures with low confidence levels will be field-verified. This will maximize field work efficiency with the available budget.

- B. Wetland Field Program Planning: This task will cover the upfront planning and coordination with vendors and subconsultants on the field effort logistics and health and safety program coordination (both in general and as it relates to COVID-19). The deliverable from this effort will be a technical memo, up to about four pages in length, documenting the logistics and health and safety plans for the field program.
- C. Wetland Field Program: HDR will conduct reconnaissance-level field work within the study area during the summer or early fall of 2020. The intent of the field work is to collect sufficient data to verify the accuracy of the preliminary wetland mapping at a level appropriate for route selection and comparison of alternatives.

Two field teams, each consisting of two wetland scientists and one bear guard, will each conduct up to four day-trips during summer 2020. A day trip is budgeted as

^[1] Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of Wetlands and Deepwater Habitats of the United States. FWS/OBS-79-31. Office of Biological Services, U.S. Fish and Wildlife Service, Washington, D.C.

^[2] Brinson, M.M. 1993. A hydrogeomorphic classification for wetlands. Technical Report WRP-DE-4, U.S. Army Corps of Engineers Waterways Experiment Station, Vicksburg, MS.

10 labor hours per team member and 6 hours total helicopter flight time per day. Field work will be based out of Merrill Field. Field work will be conducted during the growing season for the Cook Inlet ecoregion in which the study area is located (May 8 to October 5).^[3] Field targets will be identified based on the prioritization rankings from subtask 3.A.

During the field trips, teams will visit the targeted locations and collect data on soil conditions, hydrology, and plant communities using methods described in the 1987 Wetlands Delineation Manual^[4] and the 2007 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Alaska Region.^[5] Teams will complete standard Wetland Determination Forms in representative wetland communities and collect observational data to characterize uplands and waterbodies.

HDR will conduct a quality control (QC) review of the field data following completion of field work.

- D. Preliminary Wetland Mapping Report: HDR will use the 2020 field data to make revisions to the preliminary wetland mapping. GPS locations of field-visited sites will be overlaid on aerial imagery and other data layers in GIS to verify the classification of wetlands and waterbodies in the study area. Aerial photography vegetation signatures from these field-visited sites will be extrapolated to similar locations. Revisions to the preliminary wetland mapping will be conducted at a scale of 1:3,000.

HDR will produce a preliminary wetland mapping report presenting the mapping for all study routes. The report will briefly describe the wetland and waterbody types documented in the study area; the methods of the field work and wetland mapping; and the results of the field-verified mapping, including the acreage of wetlands and waterbodies judged to be of relatively high ecological value. Appendices to the Preliminary Wetland Mapping Report will include the completed Wetland Determination Forms as well as site-photographs of the locations visited in the field.

The report will be submitted to AIDEA as a draft version for review and comment. HDR will incorporate draft comments and submit a final version 2 weeks after receipt of draft comments. HDR's budget for this deliverable is based on one round of consolidated comments provided by AIDEA and revision from draft to final.

Task 4. Meetings and Project Management:

- A. Meetings: HDR will attend the following meetings in addition to the task-specific meetings identified above:
- i. Kick-Off Meeting: One 2-hour meeting for up to four HDR staff at AIDEA's Anchorage office to discuss project approach, goals, and communication

^[3] U.S. Army Corps of Engineers. 2007. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Alaska Region (Version 2.0). ERDC/EL TR-07-24. U.S. Army Engineer Research and Development Center, Vicksburg, MS.

^[4] U.S. Army Corps of Engineers. 1987. Corps of Engineers Wetlands Delineation Manual. Corps of Engineers Environmental Laboratory, Vicksburg, MS.

^[5] U.S. Army Corps of Engineers. 2007. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Alaska Region (Version 2.0). ERDC/EL TR-07-24. U.S. Army Engineer Research and Development Center, Vicksburg, MS.

protocols. This meeting will occur within two weeks of receipt of an executed NTP. It is expected that representatives of all project proponents will attend. HDR will take notes during the meeting and will distribute the notes to attendees 1 week after the meeting.

- ii. Progress Meetings: HDR will participate in up to thirteen 1-hour meetings at AIDEA or via teleconference to discuss progress, upcoming work efforts, and information/decision needs. Up to two HDR staff will participate in these meetings. These meetings are anticipated to be held every two weeks over a six month period from July through December 2020.
 - iii. Project Team Meetings: HDR will hold up to thirteen 1-hour project team meetings every two weeks to discuss progress, upcoming work efforts, and information needs. These meetings will be internal for HDR and subconsultant staff only.
- B. Project Management: HDR includes project management activities; project start up, accounting, invoicing, and project close out; and administration of HDR's safety and quality programs on this project.

Task 5. Strategic Communications:

Strategic communications is important for overall public support on the project and to minimize potential project impacts. HDR is prepared to provide three strategic communication support services for the West Susitna Access project. These include: A) A Strategic Communications and Public Relations Plan to address the communication goals of the project, B) One public outreach meeting, and a C) Project fact sheet.

- A. Strategic communication and public relations plan: HDR will work closely with AIDEA and the investing partners to develop a strategic communications plan. This plan will outline the strategy, approach, and tactics for reaching the project communication goals. The contents of the plan will include:

- Project terminology
- Communication goals
- Key messaging, talking points, and internal Q&A information
- Communication roles and responsibilities
- Stakeholder list
- Stakeholder analysis
- Social and political risk analysis
- Strategy and approach to stakeholder engagement/public outreach for target audience(s)
- Recommended tactics
- Digital engagement suggestions

The plan will be drafted electronically and is assumed to be no more than 25 pages, including attachments or appendices. HDR will provide a draft and final version delivered electronically in a PDF format (no hardcopy provided) along with any assets. HDR's budget is based on two rounds of comments and revision from draft to final. The plan assumes no implementation of the recommended strategy or tactics, except for the one public meeting and development of a

project fact sheet as described below. The plan will be created using the AIDEA brand. No customized project branding will be created. Development of the plan includes project leadership collaboration time, stakeholder analysis, and up to three 2-hour meetings with project partners to align messaging, roles and responsibilities, and communication plan content. Two of these meetings will be in person and one of these meetings will be conducted via web conferencing. Up to two HDR staff will participate in the meetings. HDR includes agendas and meeting summaries for the planning meetings.

- B. Public meeting: HDR will coordinate and host one public outreach meeting to stakeholders. Using an open house style format, there shall be displays and tables where attendees can write comments and discuss concerns with project team leadership. HDR will schedule and plan the open house, develop and print all materials (boards, comment forms, sign-in sheets, and nametags) and participate in the public meeting in person. One dry run or preparation meeting will be conducted in person prior to the public meeting up to one hour in length. Up to 8 display boards are assumed. No presentation is assumed. A court reporter will not be available. HDR will provide all comments to AIDEA for tracking. HDR will not provide a comment tracking spreadsheet or responses to comments. Travel for the public meeting is assumed at one hour each way with a combined four hours of setup and breakdown. HDR will provide two staff for the public meeting and dry run. The public meeting will be held at a no or low cost locations with water and cookies provided. The planning for each public meeting will be conducted over the phone and via email. No in person planning meetings are assumed. Planning is assumed at no more than eight hours including client correspondence and logistics coordination. HDR will advertise and promote the public meeting in the following ways: a newspaper ad in the general section of the Anchorage Daily News, three social media posts with paid advertisement to boost the post to the specified target audience, a radio public service announcement (unpaid), and mailed postcards to up to 250 residents in the area.
- C. Project fact sheet: HDR will create a project fact sheet that is one page, double sided. It will use existing graphic images and maps. No new images or GIS maps will be created for the fact sheet. Two rounds of consolidated comments on the draft version and one round of consolidated comments on the final. Edits will be delivered in a single email to HDR and no more than two hours of client correspondence is assumed to develop the fact sheet content. The AIDEA brand is assumed for the fact sheet. No customized project branding will be created. The final fact sheet will be delivered electronically via email along with any correlating assets.

Notes and Assumptions

This proposal is contingent on the following notes and assumptions:

1. HDR asks for AIDEA's understanding and flexibility in terms of schedule and meeting format as we all navigate new conditions caused by COVID-19. Meetings may need to be

- conducted electronically rather than in person; there could be issues with adequate staffing; and the project schedule may need to change.
2. HDR is concerned about COVID-19 transmission risk as it relates to field work with two HDR field staff, one pilot, and one bear guard travelling in a small helicopter together. The specific concerns are how to meet health and safety policies of social distancing in the close confines of a helicopter without greatly increasing helicopter flight time, costs, or other safety risks. As part of subtask 3.B HDR will work with all parties involved to identify a reasonable and safe field work plan; however there is the potential that field work during the COVID-19 pandemic could be deemed unsafe or impractical due to the costs that could result in attempting to mitigate safety concerns. HDR leadership, HDR field staff, the helicopter company staff, and the bear guard company staff will all be allowed the decision to not conduct field work due to COVID-19 related health and safety precautions. HDR will try to be as flexible as possible to complete the field work, but if any of these parties decide to not conduct the field work and a suitable work-around cannot be identified, then HDR will negotiate a deductive change order for subtask 3.C.
 3. AIDEA is responsible for coordinating deliverable reviews. This means that AIDEA will send deliverables to others for review. AIDEA will be responsible for compiling all comments from other reviewers into one document for transmittal back to HDR. AIDEA will be responsible for adjudicating and resolving potentially conflicting comments from different reviewers prior to delivery to HDR so that HDR has clear direction. AIDEA will provide deliverable review comments to HDR in a timely manner.
 4. Excluded from this scope of work are the following items:
 - a. Ports, loading facilities, and unloading facilities.
 - b. Spur access from the defined study routes to resource areas.
 - c. Wetland mapping and other environmental reviews along the 57 miles (approx.) of the study area that overlaps the proposed Donlin Gold gas pipeline alignment and the westernmost 8 miles of the study area. For these segments it is assumed that Donlin Gold will be providing wetland mapping, aerial imagery, LiDAR, and other geodatabase information.
 - d. An environmental data gap analysis
 - e. Study or analysis of permits and environmental resource categories other than those specifically described herein.
 5. It is assumed that aerial imagery of sufficient quality is available for purchase over the entire study area (minimum 1-meter pixel resolution).
 6. Costs (labor and/or expenses) arising due to delays or false starts of field work, which are outside of HDR's control, will be negotiated with AIDEA on a time and expenses basis as additional services.
 7. All deliverables will be produced and submitted electronically, unless specifically noted otherwise.
 8. HDR includes helicopter and bear guard services in this scope and fee.
 9. The budget for project management and regular progress meetings are built on an

assumed six months of project duration.

10. There is one senior HDR engineer, John Sherk PE SE - a bridge engineer, whose direct rate and billing rate (as calculated using the contract IDCR and profit limit) would exceed the limits of \$75 (direct) and \$200 (billing) set in the term contract. The fee proposed for this work is based on this individual billing at a rate of \$231.67. HDR further assumes that an amendment to the term contract to allow the higher billing rate for this individual is acceptable to AIDEA and will be executed prior to issuing an NTP for this project.
11. HDR will receive an executed task order or NTP by July 1, 2020.
12. AIDEA will provide LiDAR, aerial imagery, and geospatial data to HDR within 2 weeks following NTP.
13. HDR will complete preliminary desktop wetland mapping by September 1, 2020.
14. HDR will complete wetland field work by October 1, 2020.
15. Based on the above milestones HDR anticipates completion of this scope of services by December 31, 2020.

Deliverables Schedule

HDR will prepare the following deliverables under this scope and cost estimate:

Task 1: Acquire and Review Information

No deliverables for this task.

Task 2: Preliminary Engineering

1. Draft Preliminary Engineering Report
Submit to AIDEA by September 30, 2020
2. Final Preliminary Engineering Report
Submit to AIDEA within 2 weeks of receipt of comments on draft

Task 3. Wetlands

3. Draft Preliminary Wetland Mapping Report
Submit to AIDEA by November 13, 2020
4. Final Preliminary Wetland Mapping Report
Submit to AIDEA by within 3 weeks of receipt of comments on draft

Task 4: Meetings and Project Management

5. Kick-off Meeting Notes
Submit to AIDEA within 1 week of the kick-off meeting

Task 5: Strategic Communications

6. Draft Strategic Communication and Public Relations Plan
Submit to AIDEA by July 17, 2020

7. Final Strategic Communication and Public Relations Plan
Submit to AIDEA within 2 weeks of receipt of comments on draft
8. Draft Public Meeting Materials, Planning, and Advertising Materials
Submit to AIDEA by September 25, 2020
9. Final Public Meeting Materials and Advertising Materials
Submit to AIDEA within 2 weeks of receipt of comments on draft
10. Draft Project Fact Sheet
Submit to AIDEA by September 25, 2020
11. Final Project Fact Sheet
Submit to AIDEA within 2 weeks of receipt of comments on draft

Cost

HDR proposes a fixed price of \$399,893 for the above Scope of Services and this price is based on the Notes and Assumptions shown above. A breakdown of this price by task is shown below.

West Susima Access, Phase 2		HDR Labor	Subs Total	OTHER DIRECT COSTS	TOTAL COSTS
Task					
1	Acquire and Review Information	\$19,328	\$3,150	\$0	\$22,478
2	Preliminary Engineering	\$91,666	\$22,575	\$0	\$114,241
3	Wetlands	\$115,909	\$0	\$40,096	\$156,005
4	Meetings & Project Management	\$61,767	\$5,775	\$200	\$67,742
5	Strategic Communications	\$34,727	\$0	\$4,700	\$39,427
Basic Services - Labor Hour Total					
BASIC SERVICES - TOTAL COSTS		\$323,397	\$31,500	\$44,996	\$399,893

HDR will provide monthly invoices based on HDR's estimate of the percent completion of the work broken down by task. Invoices will not include backup project accounting information.

I will serve as HDR's project manager and I can be reached directly at 907-644-2124 or wescott.bott@hdrinc.com.

Sincerely,
HDR Alaska, Inc.



Wescott Bott, P.E.
Civil Engineer & Project Manager

Exhibit C

WEST SUSITNA ACCESS CONTRIBUTION AGREEMENT

This West Susitna Access Contribution Agreement (the "Agreement"), dated as of _____, 2020 is hereby entered into by and between the Alaska Industrial Development and Export Authority (hereinafter "AIDEA") and _____, a party which may own, develop or use (hereinafter collectively or individually "ODU") resources in the Susitna Region.

WHEREAS, in 2014, the Alaska Department of Transportation and Public Facilities (DOT&PF) Roads to Resources program completed an extensive natural resources inventory and access corridor study known as the West Susitna Reconnaissance Study for Access to Resource Development Opportunities. The purpose of the study was to identify multiple resource development opportunities that can be accessed via one or more transportation corridors, thereby attracting multiple private sector investments for resource development.

WHEREAS, on or about [_____], AIDEA, the Matanuska Susitna Borough (hereinafter "MSB") and AK Operations LLC ("AKO") entered into a Memorandum of Understanding (hereinafter "MOU" and attached to this Agreement as Exhibit A), and the MOU is intended to initiate a phased feasibility analysis, due diligence and development of a West Susitna Access Corridor (hereinafter "Project"); and

WHEREAS, AIDEA is seeking contributions for the purposes of funding advance field wetland work and performing preliminary engineering analysis for the Port Mackenzie route as described in the MOU (hereinafter "Phase 2 Work"); and

WHEREAS, ODU desires to make a contribution in order to obtain the rights to and license in, as may apply, all of the data, technical reports and related information acquired and produced as a result of Phase 2 Work; and

WHEREAS, ODU understands that AIDEA has established and will administer a bank account for Phase 2 Work expenses relating to the Project (hereinafter "Project Account"), with a contingency of \$15,000 for potential cost overruns (hereinafter "Contingency"). The Phase 2 Work Budget is not to exceed \$425,000.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AIDEA, MSB, and AKO Funding

With the execution of the MOU, AIDEA has deposited \$155,000 into the Project Account, and AKO has deposited an additional \$155,000 into the Project Account.

2. ODU Capital Pool

Funds from participating ODU and other ODUs will be credited to a capital pool (the "Capital Pool"), the purpose of which is to raise \$410,000 to be spent on the Phase II Work and an additional \$15,000 for the Contingency.

3. ODU Contribution

ODU agrees to contribute \$ _____ to the Capital Pool.

4. Return of Unused Funds

The Parties hereby covenant and agree that if the total cost of the Phase 2 Work does not exceed \$410,000.00, all remaining funds of the Capital Pool shall be returned to participating ODUs as agreed amongst themselves. In the event that Phase II Work costs exceed \$410,000 the balance of the Contingency not used will be returned to participating ODUs as agreed amongst themselves. In the event there is a dispute or no agreement as to the return of funds from the Capital Pool or the Contingency, funds shall be returned to participating ODUs in proportion to their respective contributions.

5. ODU Rights and License

In consideration for the contributions contemplated hereunder, any contributing ODU shall have the right to receive and use the data, reports, studies, analysis or any other work product (collectively, the "Work Product") produced during Phase 2 Work, upon completion of Phase II Work, for any purpose at its sole discretion. This Agreement shall constitute an unlimited license agreement for the Work Product in the event that any supplier asserts intellectual property or similar rights over the Work Product.

6. No Liability of ODU

It is agreed that ODU is not responsible for nor liable for the Phase II Work in any way, including but not limited to, all field work. AIDEA covenants that it is contracting with independent contractors that AIDEA will require to be self-insured in order to conduct the Phase I Work.

7. No Commitment Beyond Phase II Work

Nothing herein obligates any Party hereto to take any action with respect to the Project not related to Phase 2 Work or as otherwise set forth herein.

8. Confidentiality

ODU acknowledges that AIDEA is a public entity, and therefore, documents and records of AIDEA are generally available to the public for inspection upon request. However, to the extent

that ODU desires to transmit confidential information, such a request must be made in writing to AIDEA prior to transmission of the information to AIDEA. In making its request, ODU must demonstrate that the information is subject to one of the categories set forth in AS 44.88.215 or is otherwise protected by law. To the extent any information is protected by law it shall be maintained as confidential pursuant to the provisions set forth in AS 44.88.215.

The parties acknowledge that certain documents and records related to the Project may be subject to the attorney-client privilege. Nothing herein is intended to or will alter any Party's ability or authority to maintain the privilege within its respective organization.

9. Cooperation

This Agreement is non-exclusive. Each Party reserves the right to work with any other person or entity regarding the Project. This Agreement is not intended, nor shall it be deemed, to create a partnership or joint venture between the Parties. Neither Party shall owe a fiduciary duty to the other.

10. Amendment

This Agreement may only be amended, modified or supplemented by an agreement in writing and signed by each Party hereto. Any such amendment, modification or supplementation shall be considered effective when executed when signed by all Parties hereto.

11. Assignment

No Party hereto may assign its rights or delegate its duties hereunder without the prior written consent of the other Party to this Agreement.

12. Entire Agreement

This Agreement constitutes the sole and entire agreement of the Parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and agreements, both written and oral, with respect to such subject matter.

13. Governing Law; Forum Selection

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Any proceeding arising out of or based on this Agreement shall be filed and heard in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Alaska, and not elsewhere.

14. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

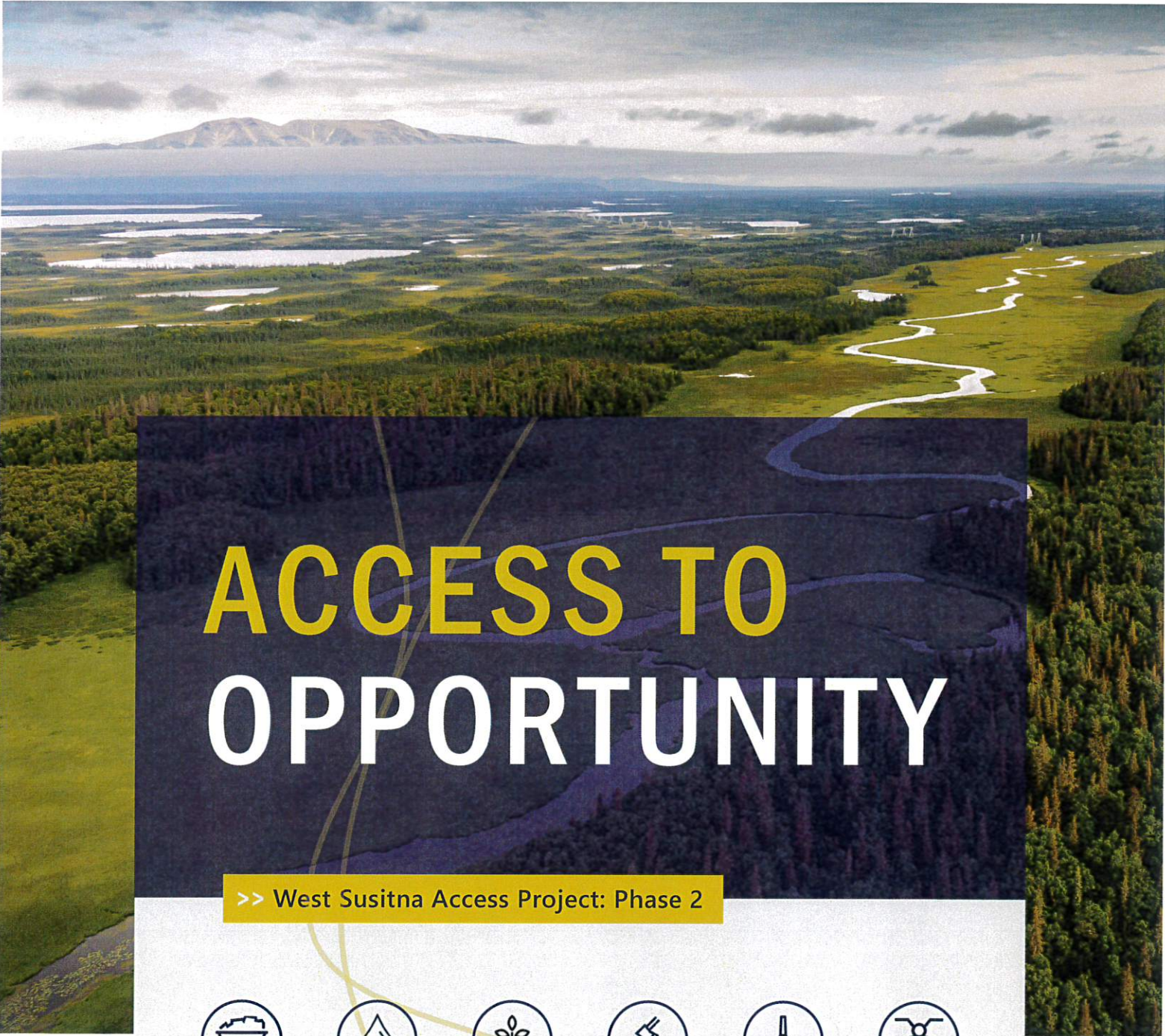
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

AIDEA

ODU
[INSERT COMPANY NAME]

By: Alan Weitzner
Its: Interim Executive Director

By:
Its:



ACCESS TO OPPORTUNITY

>> West Susitna Access Project: Phase 2



INVESTING IN ALASKANS

■ The Alaska Industrial Development and Export Authority (AIDEA) is a public corporation of the State of Alaska, created in 1967 by the Alaska Legislature "in the interests of promoting the health, security, and general welfare of all the people of the state, and a public purpose, to increase job opportunities and otherwise to encourage the economic growth of the state, including the development of its natural resources, through the establishment and expansion of manufacturing, industrial, energy, export, small business, and business enterprises..."

PUBLIC-PRIVATE PARTNERSHIP

>> In 2019 AIDEA and the Matanuska-Susitna Borough (MSB) signed a Memorandum of Understanding that provided a partnership framework for a phased feasibility analysis of the West Susitna Access.

>> Today AIDEA and MSB, along with Alaska Operations LLC, are the initial public and private partners in Phase 2 of the West Susitna Access Project. Other private entities may participate in future development efforts.

>> The project will touch on land use planning. Alaska's Legislature directed land use plans are required for the utilization of state-owned land. Alaska Statute 38.04.065: (a) Except as provided in (d) and (h) of this section, the commissioner shall, with local governmental and public involvement under AS 38.05.945, adopt, maintain, and, when appropriate, revise regional land use plans that provide for the use and management of state-owned land.

>> The process under which this project will go forward assures meaningful participation in the planning for access and road development. Local governments, state and federal agencies, area land owners and the public will be involved at each step along the way as any regional land use plan is adopted.



*The stars represent hardrock and gold placer mining activities.

PROJECT BENEFITS

The anticipated benefits of this project west of the Susitna River include the delivery of many new opportunities for Alaskans. The state's economy will enjoy growth and jobs from the extraction of minerals, oil and gas development, agricultural production, harvest of timber resources, harnessing of alternative energy, and recreation access.

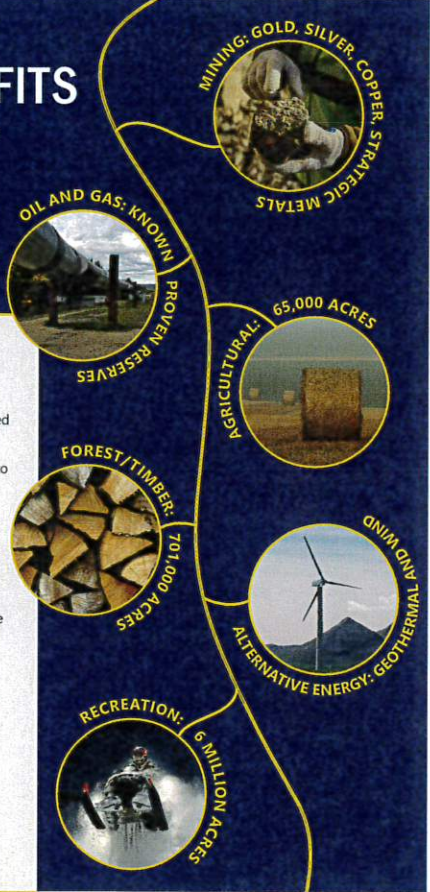
WEST SUSITNA ACCESS PROJECT: PHASE 2

>> The West Susitna Access Project is being proposed to advance to Phase 2 of a multi-phase project to examine the feasibility of an all-season access road to the Yentna Mining District.

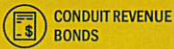
>> The road corridor will enable access to the MSB and state-owned natural resources for multiple user groups.

>> Phase 1, led by HDR Alaska, was completed in the fall of 2019 and narrowed the project footprint, and established a preferred route leading to the Yentna Mining District. Digital data was acquired and a high level field reconnaissance was conducted. Phase 1 results are available at aidea.org under 2020 AIDEA Board Meetings.

>> Phase 2 of the project builds on the 2014 West Susitna Roads to Resources study led by the Alaska Department of Transportation and Public Facilities.



LOAN PARTICIPATION



CONDUIT REVENUE BONDS



PROJECT DEVELOPMENT



INFRASTRUCTURE DEVELOPMENT



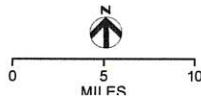
ENERGY DEVELOPMENT



BUSINESS LOANS



Routes shown on this map are adapted from the 2014 Roads To Resources study.



WEST SUSITNA ACCESS PROJECT

OVERVIEW



LEGEND

Existing Features

- Iditarod Trail Historic Routes
- Proposed Donlin Pipeline
- Highway

Project Features

- South Route
- Port Mackenzie Route
- Port Mackenzie Railroad Corridor
- Existing MSB Clearing
- EWR Rail Connection
- East-West Route



NEXT STEPS

>> AIDEA in conjunction with MSB and private industry partners will begin phase 2 in July 2020. Phase 2, which would further develop the engineering, has two objectives: 1) preliminary engineering adequate to determine an approximate project cost, and 2) collection of wetland field data to fully evaluate the route

planning and impacts. Phase 2 will accomplish these goals under a fixed-price contract with a private engineering consultant.

SCHEDULE

- >> July 2020: Phase 2 Begins
- >> December 2020: Phase 2 Concludes

**LAND & IMPROVEMENTS
COMMERCIAL USE PERMIT**

THIS PERMIT FOR THE USE OF BOROUGH-OWNED LAND AND IMPROVEMENTS (the "Permit") is made and entered into this 28th day of May 2020, by and between:

NPI, LLC (hereinafter "NPI"), a corporation formed under the laws of the State of Alaska, whose mailing address is 2131 W 73 St. Tulsa, OK 74132 ;

and

COLASKA, INC., (hereinafter "Permittee"), a corporation formed under the laws of the State of Alaska, whose mailing address is 4000 Old Seward Highway, Suite 101, Anchorage, Alaska 99503.

Section 1. Permit.

- 1.1 Permittee desires to use a parcel of land owned by Matanuska Susitna Borough ("the Borough") located at 27625 S Lu Young Ln, Wasilla, AK 99654, located within T.14N., R. 4 W., S.M., Section 26, (hereinafter the "premises") for the commercial purpose of storing heavy equipment and construction materials.
- 1.2 The parties desire to adopt this Permit as a complete and final statement of all of the promises, covenants, terms, and conditions in effect and binding between them.
- 1.3 NPI is entering into this Permit on behalf of the Borough, as land owner of the Permitted Premises, exercising its power to manage its own lands under Alaska Statute 29.35.010(8), and the applicable provisions of the Matanuska-Susitna Borough Code ("MSB Code") 1.10.010(A)(9) and Title 23 and as amended. The Matanuska-Susitna Borough Community Development Department, Land and Resource Management Division, is responsible for management of Borough-owned real property, timber, and gravel resources including permit origination, management, oversight, and enforcement, pursuant to MSB Code and any other applicable federal, state, or local laws.

In so acting, NPI/the Borough is not waiving, and NPI/the Borough is explicitly reserving unto itself, all of the Borough's governmental authority, sovereignty, and power to enact and enforce laws and regulations governing land use and development, or the conduct of any business or activity, anywhere within NPI/ the Borough. Nothing in this Permit shall waive or otherwise diminish the Borough's governmental authority, sovereignty and power with respect to Permitted land or Permittee's use or occupancy of it.

- 1.4. NPI/ the Borough cannot, and does not through this Permit, make any representations, warranties, or guarantees as to the future results of any land use permits, applications, or proposals, which are governed by Borough Code.

1.5 This permit does not convey any interest in the property or existing improvements. The permit authorizes use of the property by the Permittee only for the authorized uses and is subject to the conditions set forth in this permit. The Permittee shall be held liable for meeting the conditions and obligations set forth in this permit.

Section 2. Permitted Premises.

2.1 Permitted Premises. NPI, for and in consideration of the monthly fee, covenants, and conditions hereinafter specified to be paid, performed and observed by Permittee, Permits to Permittee, and Permittee Permits from NPI, the use of the 23,000 SQ/FT building and 11.24 acres of surrounding land as shown in Exhibit A, including full ingress and egress from S. Lu Young Ln. The Permitted land and improvements, together with all rights, easements, privileges, and appurtenances attaching or belonging to the described land, but subject to the reservation contained in Section 2.2 below, is referred to hereafter as the "Permitted Premises."

2.2 Reservation of Minerals and Resources. All oil, gas, coal, other hydrocarbons, geothermal resources, rock, sand, gravel, peat, timber, and minerals of whatever nature on, in, or under the above-described land are excluded from the Permitted Premises and reserved to the Borough. Nevertheless, the Borough may grant Permittee a permit to make use of the timber, rock, sand, or gravel found on the Permitted Premises in Permittee's development of the Permitted Premises, which may require Permittee to obtain and pay for the required permit as is specified in Section 7 below. The Borough has not promised or obligated itself to providing any such permit to Permittee. If the Borough mines and/or extracts any of the reserved minerals or resources, the Borough agrees that the mining and/or extraction shall not interfere with Permittee's activities on the Permitted Premises or its access to the Permitted Premises.

Section 3. Term.

3.1 Permit Term. This Permit shall continue in full force and effect for a term of three (3) years commencing as of May 27, 2020, the effective date of the Permit, and expiring at 11:59 p.m. on May 26, 2023, unless earlier terminated as provided in this Permit. A permit conveys no interest in the land. The permit may be renewed upon agreement between the parties.

Section 4. Use and Occupancy.

4.1 Use of Permitted Premises. Permittee specifically agrees that, for the Term, it shall have exclusive use of the Permitted Premises for a commercial operation to house heavy equipment and construction materials on or within the 11.24 acres of land and existing 23,000 SQ/FT building.

4.2 Quiet Enjoyment. Upon Permittee's timely payment of the Monthly Land Use Fees and other sums required to be paid by Permittee under this Permit, and upon Permittee's full and faithful observance and performance of all of its obligations contained in this Permit,

and so long as such observance and performance continues, Permittee may use the Permitted Premises during the Term without hindrance or interruption.

- 4.3 Compliance with Laws. Permittee, at all times during the Term, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations that are now in effect or that may later be adopted by any governmental authority (including the Borough), and that may be applicable to the Permitted Premises or any improvements or associate appurtenances on or in it, or any use of it.
- 4.4 Signage. No electioneering or campaign signs of any kind shall be placed upon the Permitted Premises.
- 4.5 Utilities. Permittee shall pay for all utility services placed, consumed, or used on the Permitted Premises.
- 4.6 Waste and Wrongful Use. Permittee shall not commit any waste of the Permitted Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon, or adversely affect the value, character, or utility of the Borough's surrounding property.
- 4.7 Setbacks and Easements. Permittee shall observe all waterbody setbacks and setback lines (MSB 17.55) applicable to the Permitted Premises and shall not construct or maintain any building or other structure whatever between any road or other specified rights-of-way boundary of the Permitted Premises and any setback along such boundary, except for fences or walls approved by the Borough. The Borough reserves the right to make use of, and to grant easements and other rights to third parties in the setback areas of the Permitted Premises.
- 4.8 Repair, Maintenance, and Inspection by NPI. Permittee shall, at Permittee's expense and without notice from NPI at all times during the Term, keep the Permitted Premises and all improvements and associated appurtenances now existing, or hereafter built, on the Permitted Premises (including but not limited to exterior building walls, windows, doors, fences, water system, septic system, outdoor privies, signs, landscaping, yard areas, refuse disposal equipment and facilities, exterior lighting, and drainage facilities), in good order, condition, maintenance, operability, and repair and a neat and clean appearance.

Permittee, at its own expense, shall repair, maintain, and make good all conditions required under the provisions of this Permit, permit requirements, and applicable laws. If Permittee refuses or neglects to provide reasonable and necessary repairs or maintenance of the Permitted Premises as required under the terms of the Permit to the reasonable satisfaction of NPI after written demand, then NPI, without prejudice to any other right or remedy it has under this Permit, may perform such reasonable and necessary maintenance work or make such repairs without liability to NPI for any loss or damage that may accrue to Permittee's merchandise or other property or Permittee's business by reason thereof. Upon completion of any such repair or maintenance, and no later than thirty (30) days after presentation of an invoice therefore, Permittee shall pay as additional fee NPI's reasonable

cost for making such necessary repairs or performing such maintenance, plus fifteen percent (15%) of the repair costs to cover NPI's overhead.

NPI or its authorized agents may enter and inspect the Permitted Premises at any time during regular business hours, in the presence of Permittee or its authorized representative, after giving twenty-four (24) hours advance notice to Permittee of such inspection. All inspections will be conducted in a manner that does not unreasonably interfere with Permittee's operations. In the event of an emergency, NPI may enter and inspect the Permitted Premises on reasonable notice under the circumstances, including no notice to Permittee if the circumstances warrant.

Notwithstanding anything other sections in this Permit to the contrary, in the event the Permitted Premises or the building is so damaged or destroyed by earthquake, fire, or other casualty not the fault of Permittee such that Permittee will be unable to access and/or operate from the Permitted Premises for an extended period of time, Permittee shall have no obligation to repair the Permitted Premises or building and may elect to terminate the Permit effective upon fourteen (14) days notice to NPI. Any monthly land use fee or additional fee payable with respect to the Permitted Premises will be paid up to the time of such damage.

Section 5. Monthly Land Use Fee and Cash Bond.

- 5.1 Monthly Land Use Fee. Permittee shall pay a monthly nonrefundable land use fee in the amount of Four Thousand Five Hundred dollars and NO/100 (\$4,500.00) to NPI, without deduction and without prior notice or demand and due each month on the day of the Permit's execution. On May 20, 2021, the effective day and month of the Permit, the rate for each monthly land use fee for that year will increase by 3%.
- 5.2 Place of Invoices. All monthly invoices shall be delivered to the following email address or address of business as shown on the front page of this Permit, unless the Permittee gives NPI written notice of a different email or address for the Monthly invoices:

ZCampbell@COLASKA.com

Colaska, Inc.

4000 Old Seward Highway, Suite 101

Anchorage, Alaska 99503

- 5.3 Place of Payments. All payments of Monthly Fee shall be delivered to the following address, unless NPI gives Permittee written notice of a different address for the Monthly Fee payments:

NPI, LLC

2131 W 73 ST.

TULSA, OK 74132

Payments shall be effective on the date of NPI's actual receipt.

- 5.4 Late Payment. Any payment of Monthly Fee not made within ten (10) days after the date it is due shall be assessed a late fee of \$50. The late fee is not a penalty but is intended to compensate NPI for the additional costs NPI will incur as a result of the late payment, the exact amount of such additional costs being extremely difficult and impracticable to ascertain.

Section 6. Condition of Permitted Premises.

- 6.1 Accepted in Present Condition. Permittee acknowledges that it performed Phase I Environmental Site Assessments of the Permitted Premises prior to entering into this Permit at Permittee's sole expense. Permittee accepts the Permitted Premises "AS-IS" and "WITH ALL FAULTS." NPI shall have no obligation to install, construct, maintain, remove, repair, or pay for any improvements of any kind or nature on the Permitted Premises for Permittee's benefit at or prior to the commencement of the Term.
- 6.2 No Representations or Warranties. NPI is making no representation or warranty, express or implied, regarding the safety, suitability, or condition of the Permitted Premises for Permittee's intended use. Without limiting the foregoing, Permittee specifically acknowledges that NPI has not warranted or made any representation regarding the social, economic, or environmental aspects of the Permitted Premises, or the acreage, water or septic systems, groundwater, soil conditions, utility services, condition of improvements, water drainage, physical access, natural or artificial hazards that may or may not exist, or the merchantability, suitability, or profitability for any use or purpose.
- 6.3 No Liability. NPI shall have no liability to Permittee, its agents or contractors, or to anyone claiming by, under, or through Permittee, regarding the physical condition of the Permitted Premises, including, but not limited to the building, or its function, utility, fixtures, or any appurtenances attached thereto, at any time during the Term. NPI has no responsibility for any surface and subsurface conditions, whether known or unknown, natural or man-made, to Permittee, specifically including any adverse soil conditions and any washout, subsidence, avulsion, reliction, or settling that may occur to Permitted Premises. In no event shall Permittee be entitled to any damages whatsoever against NPI with respect to the physical condition of the Permitted Premises, including, but not limited to, actual, special, consequential, lost-profits or wages, or any other category of damages.

Section 7. Governmental Authority Retained.

- 7.1 Permittee and Permitted Premises Subject to MSB Code. Permittee and Permittee's use and occupancy of the Permitted Premises shall at all times, be subject to the applicable provisions of the MSB Code, as the MSB Code may be amended from time to time. The Borough has not promised or represented that no new provisions will be added to the MSB Code, or that no existing provisions will be revised or repealed in any way. The Borough likewise has not promised or represented that any provisions of the MSB Code will be relaxed or not enforced for Permittee's benefit. Without limiting the foregoing, Permittee specifically acknowledges and agrees that:

- 7.1.1 The Permitted Premises are subject to all applicable land use provisions of the MSB Code and any additions to, or amendments of those provisions; and
- 7.1.2 The Permitted Premises and Permittee's use of the Permitted Premises are subject to all applicable federal, state, and local laws and building, fire, health, safety, and environmental provisions, including the MSB Code, as they presently exist or as may be hereafter adopted.

Section 8. Notice.

- 8.1 Notice. Any notice to Permittee or NPI required or permitted under this Permit shall be given in writing, mailed by registered or certified mail, return receipt requested, only to the individuals below, except as provided in Section 4.8. In the alternative, any notice may be delivered personally to the individual below within the State of Alaska on behalf of the party. Notice shall be effective upon receipt.

NPI's Authorized Representative for purposes of this Permit shall be only the following and no other unless NPI notifies the Permittee in writing of an additional or substitute Authorized Representative:

NPI, LLC
Mr. Dale Rich
2131 W 23 St.
Tulsa, OK 74132
(918) 639-1398
dale@hnrinc.com

The Permittee's Authorized Representative for the purposes of this Permit agreement shall be only the following, and no others, unless the Permittee notifies NPI in writing of an additional or substitute Authorized Representative:

Colaska, Inc.
Robert Dun, Director of Operations and Development
4000 Old Seward Highway, Suite 101
Anchorage, Alaska 99503
rdun@colaska.com / (907) 273-1000

In the alternative, any notice may be delivered personally within the State of Alaska to the party. Except as otherwise expressly provided in this Permit, any notice shall be conclusively deemed to have been given on the date of mailing or personal delivery. If at any time during the Term Permittee is more than one person or entity, any notice given by NPI to any of them shall constitute notice to all of them, and any agreement or approval with or in favor of NPI made or given by any of them shall bind all of them.

Section 9. Improvements. Permittee, at Permittee's expense, shall keep in good order, condition, and repair the foundations, exterior walls, roof, and structural integrity of the Permitted Premises buildings. Permittee shall also be obligated for any costs associated to maintain and

repair the building and any appurtenances of the building, which include, but are not limited to, the plumbing, heating, ventilation, electrical, lighting fixtures, ceilings, windows, and doors. The Permittee may make no changes or modification to the Permitted Premises, except as specifically authorized in writing by NPI. The Permittee accepts the current condition of the Permitted Premises and the responsibility of any repairs or replacement costs for all improvements located on or in the Permitted Premises.

- 9.1 Right to Improve. Permittee, when not in default of its obligations under this Permit, shall have the following rights, during the Term, to the extent Permittee deems advisable, subject however to the satisfaction of the other requirements of this Permit and, when specified, subject to the condition that NPI's prior written approval be obtained:
- 9.1.1 To construct, place, or install on the Permitted Premises, buildings, structures, fill, paving, landscaping, and other improvements.
 - 9.1.2 All new improvements that are attached to the Permitted Premises simply by resting on the surface of the ground by their own weight that Permittee constructs, places, or installs on the Permitted Premises shall remain Permittee's separate property for the duration of the Term of this Permit except as provided for in Section 15.2.
 - 9.1.3 In completing any project involving the construction of improvements on the Permitted Premises, Permittee shall provide to NPI and the Borough within 120 days, at Permittee's expense an as-built survey by a licensed surveyor of the completed project showing the improvement location(s). Permittee shall provide remediation of the construction area, including the removal of all construction debris. If required by the Borough, Permittee shall also provide site remediation and erosion control of the construction area.
- 9.2 Site Work and/or Improvements. Prior to the commencement of any site work and/or improvements on the Permitted Premises (including any gravel use, timber clearing, or grading), Permittee must:
- 9.2.1 At Permittee's expense, obtain NPI and the Borough's authorization and written acceptance prior to site work and construction, which shall include a current site plan showing the project location of the site work with photos of the area and a detailed description of the proposed site work and/or improvements.
 - 9.2.3 At Permittee's expense, obtain each required approval from the applicable federal, state, or local government agency.
- 9.3 Clearing and Site Materials. Natural resources to include timber cutting for on-site improvements, rock, sand, or gravel may only be extracted for on-site personal use within the Permitted Premises upon receiving the Borough prior written approval. Any removal or extraction of natural resources outside of the Permitted Premises shall not take place without receiving the Borough's prior written approval, which shall be in the Borough's sole discretion.

- 9.4 Utilities. To the extent Permittee desires to have utility services at the Permitted Premises that are not already available on the commencement date of the Term, Permittee shall pay for all the costs of bringing and installing utility services to and on the Permitted Premises (including electric, telephone, gas, cable, water, solid waste, and sewage disposal). Permittee shall obtain the Borough's prior written approval with respect to the location of any utility services on the Permitted Premises. Borough approval is required to grant or dedicate any utility easement prior to installation.
- 9.5 The Permitted Premises shall be kept in a clean and sanitary condition and every effort shall be made to prevent the pollution of water and land. Any outside toilet facilities, such as porta-potties shall be provided and maintained in accordance with Alaska Department of Environmental Conservation ("ADEC") regulations. Grey water discharge and burial of trash is strictly prohibited. Trash generated from the Permitted Premises shall be removed and disposed of properly at an approved landfill or transfer site. Trash shall not be allowed to accumulate and shall be stored in such a manner as not to create a nuisance or attract wildlife. On-site burning is prohibited.

Section 10. Use of Explosives, Firearms, Pesticides, Open Fires, and Vegetation.

The use of explosives, including fireworks, is prohibited on the Permitted Premises. The discharge of firearms on the Permitted Premises is prohibited except for personal protection. The use of pesticides for mosquito abatement is prohibited on the Permitted Premises unless specifically approved by the Borough. Open fires are strictly prohibited on the Permitted Premises. The Permittee shall be prepared to control and suppress fires at all times. In the event of a fire on the Permitted Premises, Permittee must take immediate action and report it to the appropriate officials and the Borough. Permittee shall avoid damaging trees and natural vegetation.

Section 11. Hazardous Materials and Environmental Matters.

- 11.1 Observance of Environmental Laws. Permittee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs upon or from the Permitted Premises during the Term or any holdover thereafter, Permittee shall immediately notify the Borough and ADEC and shall, at Permittee's own expense, clean and restore the Permitted Premises to the satisfaction of the Borough and ADEC and any governmental body or court having jurisdiction of the matter. Under no circumstance shall any hazardous material be improperly stored or disposed of on the Permitted Premises.
- 11.2 Hazardous Materials on Permitted Premises. Permittee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Permitted Premises by Permittee, its agents, employees, contractors, or invitees without the prior written consent of the Borough, which the Borough shall not unreasonably withhold as long as Permittee demonstrates to the Borough's reasonable satisfaction that such Hazardous Material is necessary and useful to Permittee and will be used, kept, and stored, and

disposed of in a manner that complies with all laws regulating any such Hazardous Materials.

- 11.3 Environmental Control Measures. As a part of the development of the Permitted Premises, Permittee shall develop a Hazardous Materials control plan for any hazardous materials in amounts greater than 55 gallons. The control plan shall specify any materials, equipment, and procedures that Permittee will utilize in handling Hazardous Materials and in seeking to prevent and respond to any spill, release, or discharge of Hazardous Materials. All containers on the Permitted Premises holding Hazardous Materials (e.g. tanks, drums, and supply sources for equipment) shall be marked with the contents and Permittee's name. For any storage containing over 55 gallons, Permittee shall install and maintain secondary containment or a surface liner under all container and vehicle fuel tank inlet and outlet points, hose connections, and hose ends during fueling or other transfers of Hazardous Materials. For this purpose, "secondary containment" means an impermeable diked area or portable impermeable containment structure capable of containing one hundred ten percent (110%) of the volume of the largest container; and "surface liner" means any safe, non-permeable containment designed to catch and hold fluids for the purpose of preventing spills and sized to accommodate a worst-case spill risk. Permittee shall keep at hand during all transfers of Hazardous Materials appropriate spill response equipment to respond to a spill.
- 11.4 Environmental Indemnity. Permittee shall indemnify and defend NPI against all liability, cost, and expense (including, without limitation, any fines, penalties, diminution in value of the Permitted Premises, assessment and clean-up costs, judgments, litigation costs, and attorneys' fees) incurred by or levied against NPI as a result of Permittee's breach of this Section 11 or as a result of discharge, leakage, spillage, emission or pollution on or discharged from the Permitted Premises, as a result of Permittee's operations on the Leased Premises, without regard to whether such liability, cost or expense arises during or after the Term of this Permit; provided, however, that Permittee shall not be required to indemnify NPI under this Section 11.4 if the parties agree or a court of competent jurisdiction determines that such liability, cost, or expense is caused directly and solely by the active negligence of NPI. The foregoing indemnity shall survive the expiration or termination of this Permit.
- 11.5 "Hazardous Material" Defined. For purposes of this Permit, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, including but not limited to: (1) oil, lubricants, petroleum products and byproducts, gasoline, diesel fuel, stove oil, kerosene, propane and other hydrocarbons; (2) those substances, materials and wastes listed in the U.S. Department of Transportation Hazardous Materials Table (49 CFR § 172.101) or by the U.S. Environmental Protection Agency as hazardous substances (40 CFR Part 302), and amendments thereto; (3) all materials the release of which must be reported under Title 46 of the Alaska Statutes; and (4) any such other substances, materials and wastes that are or become regulated under any applicable local, state, or federal law.
- 11.6 Environmental Assessments and Testing. Permittee shall be solely responsible for all costs and expenses associated with the performance of environmental testing of the Permitted Premises, which may be required at NPI's sole discretion upon the expiration or

termination of this Permit, provided that any such testing shall only be required if NPI knows, or has reasonable cause to believe that environmental impairment caused by Permittee's use and occupancy has occurred. The nature and extent of any required testing shall be commensurate with the nature and extent of the environmental impairment known or reasonably suspected. Such environmental testing, conducted by an engineering firm acceptable to NPI, shall be the basis for determining the extent of any environmental impairment caused by the Permittee's use and occupancy of the Permitted Premises. The foregoing environmental assessment and testing shall survive the expiration or termination of this Permit.

- 11.7 NPI's Environmental Expenses. In the event NPI shall make any expenditures or incur any obligations for the payment of money in connection with this Section 11 including, but not limited to, attorneys' fees for instituting, prosecuting, or defending any action or proceeding, such sums paid, obligations incurred and costs shall be deemed to be additional fees due under this Permit and shall be paid by Permittee to NPI within ten (10) days of rendering an invoice to Permittee.

Section 12. Insurance.

- 12.1 Duration and Requirement. During the entire Term, Permittee shall keep in full force and effect a policy or policies of liability insurance that includes coverage acceptable to NPI and the Borough as are specified and attached on **Exhibit B** of this Permit with respect to the Permitted Premises.
- 12.2 Liability Insurance. Permittee shall keep in full force and effect a policy or policies of general liability insurance that includes bodily injury liability insurance and property damage liability insurance coverage acceptable to NPI and the Borough with respect to the Permitted Premises. The policy or policies purchased pursuant to this Section 12 shall name the Permittee, NPI and the Borough as insureds.
- 12.3 Property Insurance. Permittee shall keep all its improvements and personal property now or hereafter erected or placed on the Permitted Premises insured against loss or damage on an all risk basis in an amount equal to the full replacement cost of all such improvements and shall pay all premiums thereon at the time and place the same are payable. Every policy shall be made payable in case of loss or damage to Permittee, NPI and the Borough jointly and shall be distributed according to their interest(s) in the improvements unless otherwise specified by this Section 12. All compensation, indemnity, or other monies paid on account of any loss or damage, other than rental value insurance, shall with all convenient speed be paid out in rebuilding, repairing, or otherwise reinstating the same improvements or in constructing different improvements.
- 12.4 Policy Provisions. Each policy of general liability or property insurance described in Section 12 of this Permit shall:
- 12.4.1 Provide that such policy requires a thirty (30) day notice to NPI and the Borough of any proposed cancellation, expiration, or change in material terms thereof and that such policy may not be canceled, whether or not requested by Permittee, unless

the insurer first gives not less than thirty (30) days' prior written notice thereof to NPI and the Borough; and

12.4.2 Contain a waiver by the insurer of any right of subrogation to proceed against NPI and the Borough or against any person claiming by, through, or under the Borough.

12.5 Proof of Insurance. Permittee shall deliver to NPI certificates of insurance on or before the commencement date of the Initial Term of this Permit and at each renewal period. Additionally, Permittee shall deliver to NPI photocopies of the policy or policies of insurance, certificates of insurance, or copies of endorsements as requested by NPI from time to time.

Section 13. General Indemnification and Recovery of Costs.

13.1 Permittee's Indemnity Obligation. Permittee assumes all responsibility, risk, and liability for its activities and use of or contact with the Permit and its uses. Permittee shall indemnify, defend, and hold harmless NPI, its elected and appointed officials and officers, agents, and employees from and against any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees arising from (1) Permittee, Permittee's guests, invitees, and/or licensee's use of the Permitted Premises, or from any activity, work or things done, permitted or suffered by Permittee in or about the Permitted Premises or elsewhere; (2) any breach or default in the performance of any obligation on Permittee's part to be performed under the terms of this Permit; (3) any negligence or intentional conduct of Permittee, or any of Permittee's guests, invitees, and/or licensee's use, or any person claiming by, through or under Permittee; and (4) any accident on or in connection with the Permitted Premises, or any fire thereon, or any nuisance made or suffered thereon. Permittee shall further indemnify, defend, and hold harmless NPI from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any proceeding brought against NPI by reason of any such claim. Permittee, upon notice from NPI, shall defend any of the above-described claims at Permittee's expense by counsel satisfactory to NPI. Permittee, as a material part of the consideration to NPI, hereby assumes all risk of damage to or destruction of property or injury to or death of persons, in, upon, or about the Permitted Premises, arising from any cause and Permittee hereby waives all claims in respect thereof against NPI. The provisions of this Section 13.1 shall not apply if the parties agree or a court of competent jurisdiction determines that such claims or liabilities are caused by the sole negligence of NPI.

13.2 Costs and Expenses of NPI. Permittee shall pay to NPI all costs and expenses, including reasonable attorneys' fees, which are (1) paid or incurred by NPI but are required to be paid by Permittee under any provision of this Permit; (2) paid or incurred by NPI in enforcing any provision of Permittee contained in this Permit, in protecting itself against or remedying any breach thereof, in recovering possession of the Permitted Premises or any part thereof, or in collecting or causing to be paid any delinquent Monthly Fees, or rates; (3) incurred by the Borough in reviewing any matter for which the Borough's approval is

sought and in processing such approval; or (4) incurred by NPI in connection with any action in any respect related to this Permit, the Permitted Premises, or Permittee's actions or omissions on the Permitted Premises, to and in which NPI is made a party but not adjudicated to be at fault. The term "costs and expenses" as used in this Permit shall include but not be limited to all of NPI's out-of-pocket expenditures attributable to the matter involved and reasonable attorneys' fees. Except as otherwise expressly provided in this Permit, all costs and expenses of NPI shall be payable by Permittee to NPI within ten (10) days after mailing or personal delivery of invoices. Such obligations shall constitute additional fees due and payable under this Permit.

- 13.3 Other Indemnity and Cost Provisions Not Affected. The provisions of Section 13.1 regarding indemnity and the provisions of Section 13.2 regarding costs are intended to supplement, not supersede, the other provisions of this Permit that concern Permittee's indemnity obligations and Permittee's obligations to pay for NPI's costs. Permittee shall fulfill all the indemnity and cost payment obligations owed to NPI under any of the provisions of this Permit.

Section 14. Termination.

- 14.1 Termination. NPI or Permittee may terminate the Permit by giving thirty (30) days' notice.
- 14.2 Termination for Cause. Violation of permit conditions, obligations, or a situation in which a continuance of the activity poses a threat to the public health, safety, or welfare" as a condition under which NPI can seek immediate termination and permit cancellation and may result in a claim for damages by NPI and other civil or criminal penalties as applicable under the law.
- 14.3 Termination or Suspension Without Cause. This permit may be suspended or terminated by NPI without cause. If the permit is terminated without cause, the Permittee shall have thirty (30) days, which may be extended by NPI manager due to adverse weather conditions or any extenuating circumstances, to vacate the Permitted Premises.

Section 15. Duties at Termination or Expiration

- 15.1 NPI's Inspection. NPI will conduct a final inspection of the property within twenty (20) days of expiration or termination of the Permit, which the time may be extended due to adverse weather conditions or any extenuating circumstances. The condition of the property at termination or expiration shall be in at least equal or better condition as at the beginning of this Permit term.
- 15.2 NPI's Improvements. Any improvements owned by NPI at the commencement of the Permit Term, or added to the Permitted Premises by NPI during the Permit Term, shall not be removed by Permittee.
- 15.3 NPI's Option. NPI, at its option, may allow Permittee to leave some or all of Permittee's improvements and personal property on the Permitted Premises upon termination. If NPI

so elects, such improvements and personal property shall become the property of NPI upon termination and NPI shall have no obligation to compensate Permittee for the same.

- 15.4 Abandonment of Permittee's Improvements and Personal Property. Permittee shall remove all improvements and personal property that Permittee is not required or allowed to leave on the Permitted Premises under Section 15.3. All improvements and personal property that Permittee is not required or allowed to leave on the Permitted Premises shall, on the thirtieth (30th) day following termination, which may be extended by NPI manager due to adverse weather conditions or any extenuating circumstances, be conclusively deemed abandoned. Abandoned improvements and personal property shall, at the election of NPI, become the property of NPI and may be destroyed or removed by NPI with no further recourse of the Permittee.
- 15.5 Liability for Cleanup Expenses. Permittee shall be liable for all costs and expenses incurred by NPI to remove or destroy abandoned personal property and improvements not required or allowed to leave on the Permitted Premises, and for the removal of trash or other debris left thereon. In addition, nothing in this Permit shall relieve Permittee of any obligation or liability for removal of Hazardous Materials or inappropriate fill material placed on the Permitted Premises during the term of the Permit, regardless of when such Hazardous Materials or inappropriate fill material is discovered.

Section 16. Remedies on Termination.

- 16.1 Recovery of Fees. NPI shall be entitled, at NPI's election, to each installment of the Monthly Fee or to any combination of installments for any period before termination plus late charges.
- 16.2 Permittee's Personal Property. NPI may, at NPI's election, store permittee's Personal Property for the account and at the cost of Permittee.
- 16.3 Damages. NPI shall also be entitled, at NPI's election, to the following damages in addition to all other damages provided by law or equity or other provisions of this Permit, which NPI may seek cumulatively or in the alternative: (1) all amounts that would have fallen due as Monthly Fee at the time of termination; (2) all administrative, repair, cleaning and similar costs incurred by NPI and necessary or useful to issue a new permit for the Permitted Premises or placing it in good and marketable condition; and (3) any costs associated with transportation for inspection to and from the Permitted Premises.

Section 17. General Provisions.


- 17.1 Disputes; Forum Selection; Attorneys' Fees. In the event of any dispute, any litigation arising out of this Permit or related to it shall only be brought in the Superior Court for the State of Alaska, Third Judicial District at Palmer, and not elsewhere. NPI and Permittee consent to the jurisdiction of such court. The law of the State of Alaska shall govern the rights and obligations of the parties.

- 17.2 Non-Waiver. The failure of NPI to enforce a provision of this permit does not constitute a waiver of the provisions, nor affect the validity of this permit or any part thereof, or the right of NPI thereafter to enforce each and every protection hereof.
- 17.3 Compatible Uses. NPI retains the absolute and unconditional right to permit other land use in/or near the Permit area, provided NPI determines that such use will not unduly impair the purpose or conditions of the permit.
- 17.4 No Transfer, Subdividing, or Encumber. This Permit may not be transferred or assigned, except that NPI may assign the Permit to the Borough upon written notice to Permittee. No rights to sublease, subdivide, or encumber the Permitted Premises are granted to the Permittee.
- 17.5 Integration and Amendments. This Permit, the exhibits to it, and the provisions of the permits and licenses incorporated under it, contain and state the complete and final understanding of every agreement and representation made by or on behalf of NPI and Permittee with respect to the Permitted Premises. No implied covenant or prior oral or written agreement shall be held to vary or supplement the provisions of this Permit. Any modification of any provision of this Permit shall only be effective when it is made in a writing that specifically states it is an amendment of this Permit and that is signed by authorized representatives of both parties. Permittee acknowledges that no representative of NPI is authorized to modify this Permit unless the provisions of the MSB Code are satisfied, including, where necessary, the approval of the Matanuska-Susitna Borough Assembly.
- 17.6 Severability. If a court of competent jurisdiction holds any section or clause of this permit invalid, or is otherwise invalid under the law, the remainder of the permit shall remain in full force and effect.
- 17.7 Execution and Counterparts. This Permit may be executed in two or more counterparts, each of which shall be an original, and all of which shall constitute one, and the same instrument.
- 17.8 Discriminatory Acts Prohibited. Permittee, in its use and occupancy of the Permitted Premises, shall not discriminate against any person or class of persons by reason of race, religion, sex, color, national origin, age, or disability and shall comply with all federal regulations and laws in regard to discrimination.
- 17.9 Section Headings. The section headings in this Permit are for conveniences only and have no other significance.
- 17.10 Binding Effect. This Permit shall be binding upon and shall inure to the benefit of NPI and Permittee.
- 17.11 Construction. The Permittee acknowledges that the Permittee has read the terms of this permit, understands the terms of this permit, and has had the opportunity to review the same with counsel of her or his choice, and is executing this permit of their own free will.

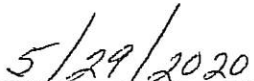
[signatures continue on next page]

IN WITNESS WHEREOF, NPI and Permittee have duly executed and acknowledged this Permit for Borough property on the dates indicated below.

NPI, LLC

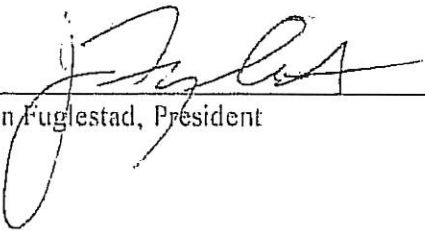


Dale Rich, Manager

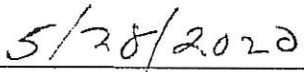


Date

PERMITTEE - COLASKA, INC.



Jon Fuglestad, President



Date

EXHIBIT A

The Permitted Premises is described as follows:

27625 S Lu Young Ln, Wasilla, AK 99654 and surrounding 11.24 acres within S14N04W SECTION 26 as depicted by the red border in the image below.

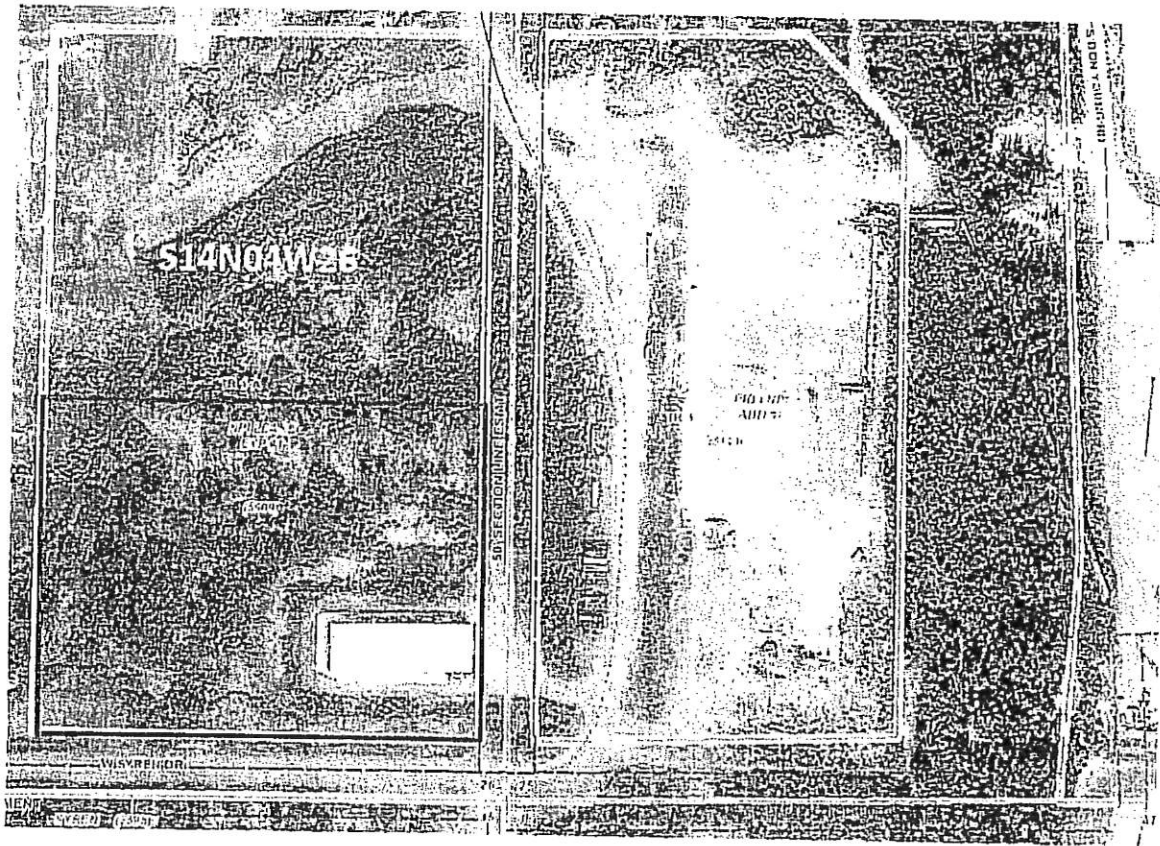


EXHIBIT B

INSURANCE REQUIREMENTS

The parties herein to this Permit agreement specifically agree that the provisions of this agreement do not create in the public or any member thereof, a third party benefit hereunder, or authorize anyone not a party to this Permit to maintain a suit for personal injuries or property damage pursuant to the terms and provision of this Permit.

PERMITTEE shall procure and maintain the following insurance:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 04/13) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 04/13) covering Automobile Liability, symbol 8 & 9 "hired and non-owned vehicles."
3. Workers' Compensation insurance as required by the State of Alaska and Employer's Liability Insurance.

B. Minimum Limits of Insurance

Permittee shall maintain limits no less than:

Property, Equipment, and Business Personal Property Insurance in limits sufficient to protect Permittee's improvements and ability to continue operations.

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, and advertising injury. The general aggregate limit shall be \$1,000,000.

General liability insurance shall be maintained in effect throughout the term of the Permit.

If the general liability insurance is written on a claim made form, then Permittee shall provide insurance for a period of two (2) years after termination or expiration of this Permit. The policy(s) shall evidence a retroactive date, no later than the beginning of this Permit.

2. Auto Liability:
Symbol 1 "Any Auto - \$500,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
Workers' Compensation shall be statutory as required by the State of Alaska.
4. Excess Liability:
In order to meet the required minimum limits of insurance it is permissible for Permittee to combine an excess liability or umbrella policy with the general liability, auto liability, or employer's liability. In the instance where Permittee purchases an excess liability or umbrella policy, the occurrence limit and the aggregate limit may be of the same amount.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability
 - a. The Borough, its Administrator, officers, officials, employees and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Permittee; products and completed operations of Permittee premises owned, occupied, or used by Permittee or automobiles owned, leased, hired, or borrowed by Permittee. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees, and volunteers.
 - b. Permittee's insurance coverage shall be primary insurance and non-contributory as respects the Borough, its Administrator, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees, and volunteers shall be in excess of Permittee's insurance and shall not contribute to it.
 - c. Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees, and volunteers for losses arising from work performed by Permittee or any subcontractor of Permittee in relation to this Permit.

3. All Insurance

For each insurance policy required by this Agreement, coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of Permittee or after 60 days prior written notice for any other reason. Such written notice must be made by certified mail, return receipt requested to the Borough Manager and to Permittee.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-VII.

E. Verification of Coverage

Permittee shall furnish NPI with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the rights to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors and Vendors

All subcontractors and vendors shall provide their own insurance. Permittee must maintain a list of all vendors and current certificates of insurance for each meeting limits approved by the Borough and name the Borough, its Administrator, officers, officials, employees, and volunteers as additional insureds. All coverage for subcontractors and vendors shall be subject to all requirements stated herein.

G. Lapse in Insurance Coverage

A lapse in insurance coverage, any change that restricts, reduces insurance provided, or changes name of insured without Borough approval is a material breach of this Agreement, which can result in immediate termination of the Agreement.

EXHIBIT C

17.23.150 DEVELOPMENT PERMIT REQUIRED.

(A) All development and use of land authorized within the special use district shall require prior authorization by issuance of a port district use permit from the borough manager or designee. Other permits or authorization may be required for specific uses or development.

(1) Maintenance activities are exempt from the requirement to obtain a port development permit.

(B) Port development permits shall be issued to the lessee or the lessee's authorized agent as prescribed by this chapter. At a minimum, permits will be required for the following:

(1) structures greater than 400 square feet in gross area on the ground level or more than 30 feet in height above average grade; or

(2) structures using permanent foundations such as pilings or footings; or

(3) expansion of a structure by more than 400 square feet or 25 percent of the structure's original footprint, whichever is less; or

(4) temporary units, including location of a mobile home; or

(5) excavation or fill of more than 50 cubic yards of material; or

(6) communication towers or antennas over 30 feet in height; or

(7) on-site utilities, including but not limited to, water, sewer, storm drain, electric, communications, natural gas, and other wire and pipelines; or

(8) construction of any type within rights-of-way, easements, buffer strips, utility corridors, etc., shall be consistent with MSB 11.30.040(B), (C), and (E) as shown on either a recorded plat or on an approved borough master plan.

(C) Applicants may contact the borough manager to schedule a pre-application conference. It shall be the responsibility of the applicant to become familiar and comply with the regulations, policies, and procedures of the borough.

(D) Applications for a port development permit shall be submitted on forms provided by the borough with attached supplemental material as appropriate.

(1) The applicant shall include all information with the application sufficient to describe the proposal and demonstrate compliance of the proposal with applicable borough codes. Applications shall include appropriate site plans and necessary textual descriptions to depict and describe the location, setbacks, dimensions, height, bulk, area, floor plans, layout, appearance, materials, use, standards of construction, operations, mitigation methods for negative impacts, schedules, and all other aspects of the proposal necessary to show the proposed construction needed to determine compliance with borough code.

(2) The application shall be accompanied by an application fee as required under MSB 17.99.

(E) Site plan and technical drawing requirements shall be signed and sealed by a professional land surveyor, civil engineer, or architect or landscape architect registered in Alaska as appropriate to the drawing.

(F) Proposals for development shall demonstrate that adequate street capacity will be provided and describe any traffic control measures proposed to mitigate negative traffic effects on public rights-of-way. Proposals must include:

(1) a statement describing anticipated vehicular traffic to and from the site including probable types/size of vehicles to be used by the business, and vehicle generation rate based on standard trip generation tables; and may require

(2) a traffic impact analysis (TIA) where applicant establishes that proposed development will generate more than 200 average daily traffic trips, or more than 100 truck trips per day.

(G) The manager or designee will notify surrounding property owners in accordance with MSB 17.03, Public Notification. Notice will also be given to the port commission. Any concerns raised will be considered in processing the application, as deemed appropriate by the manager or his designee, to protect the public health, safety, and general welfare. A complete port development permit application shall be acted upon within 45 calendar days of receipt by the department.



MATANUSKA-SUSITNA BOROUGH

Office of the Borough Manager

350 East Dahlia Avenue • Palmer, AK 99645

Phone (907) 861-8689 • Fax (907) 861-8669

John.Moosey@matsugov.us

May 28, 2020

Dear Mr. Rich,

As the landowner and lessor of the original lease between NPI and the Matanuska-Susitna Borough, this letter serves as confirmation under Section 17A of MSB Lease 003131 that the Matanuska-Susitna Borough consents to the Commercial Use Permit between NPI and COLASKA with the following exceptions, caveats, and a condition as noted below.

First, the Matanuska-Susitna Borough is not a signatory to the Permit and is not bound by its provisions. Specifically, both NPI and COLASKA are notified that NPI is not an agent of the Matanuska-Susitna Borough with any power to bind the Matanuska-Susitna Borough. NPI is a leaseholder of property and MSB is the landowner. More specifically, the Matanuska-Susitna Borough does not agree and finds it inappropriate to include the words "on behalf of the Borough" in the first line of Section 1.3 of the Permit. NPI does not and cannot act on behalf of the Matanuska-Susitna Borough, and neither NPI nor COLASKA may rely on that statement.

Second, and likewise, the Matanuska-Susitna Borough finds it inappropriate for the permit to contain the representations contained in Section 1.3 of the Permit regarding Borough powers because the Matanuska-Susitna Borough is not a signatory to the agreement and NPI is not an agent of the Matanuska-Susitna Borough. The parties to the agreement, NPI and COLASKA, may rectify what they wish between them, but no statements in the permit can or will bind the Matanuska-Susitna Borough.

Third, to be clear about the nature of the consent granted, the consent to this Commercial Use Permit does not relieve NPI from any of the terms and conditions of the original lease and COLASKA is not a substituted party for performance under the original lease as per Section 17B of that lease. The Matanuska-Susitna Borough is consenting to the permit, but does not agree to novate or substitute COLASKA in place of NPI for the obligations in the original lease.

Fourth, this consent letter is not effective unless appended to the lease and initialed by both NPI and COLASKA to indicate they are aware of its contents.

In conclusion, the exceptions, caveats, and condition are intended to make sure neither NPI nor COLASKA has any misunderstanding of the scope of the Matanuska-Susitna Borough's consent. As per the original lease, please return a fully executed copy of the Commercial Use Permit and attachments when the documents are fully executed.

We look forward to a successful project between NPI and COLASKA and the associated activity at Port MacKenzie.

Sincerely,

John M. Moosey
Borough Manager

acknowledged by
NPI, LLC

Dale Rich

acknowledged by
COLASKA Inc.

Robert D...

From: Keisha K Lafayette (CENSUS/LA FED) <keisha.k.lafayette@2020census.gov>

Sent: Wednesday, June 3, 2020 2:52 PM

Subject: 2020 Census Update: June 3

Dear Complete Count Committees,

Approximately 89.6 million households have completed their census questionnaires, and the national response rate is 60.6% today.

In Alaska, the response rate is 41.3%. As of today, the top 10 boroughs with the highest self-response rates in Alaska are (expressed in percentage): Juneau- 60.6, Anchorage- 59.5, Sitka- 44.4, Kodiak Island- 43.5, Ketchikan Gateway- 42.2, Fairbanks North Slope- 41.3, Kenai Peninsula- 24.7, Mat-Su- 23.2, Petersburg- 17.1, Wrangell- 15.6. Please see the response rate dashboard to see your borough's response rate or to get more information: <https://public.tableau.com/profile/us.census.bureau#!/vizhome/2020CensusSelf-ResponseRankings/RankingsDashboard>

Now more than ever it is vitally important to make sure that everyone is counted. Your community and the people you know and care about need you to respond. Please help shape our communities for ourselves and future generations.

The 2020 Census will determine congressional representation, inform hundreds of billions in federal funding every year, and provide data that will impact communities for the next decade. For more information about how the data is used: <https://2020census.gov/en/census-data.html>

The field operations team has been working steadily to deliver census packets/questionnaires in Update Leave areas. We encourage everyone to respond as soon as they have received their packets with their unique Census ID number.

CAR CARAVAN WEEKEND

Please encourage organizations within your communities to participate in the 2020 Census Car Caravan Weekend, June 19-21. A car caravan is a parade of cars that drives through a strategically selected route, especially in low response neighborhoods, to draw attention to the 2020 Census. Each car in the caravan displays census messaging to raise awareness. Our goal is to increase census participation in communities across the country, but still keep social distancing measures in place per the CDC and our state/city/borough/village guidelines. Please see the attached invitation for more information. Please let us know if the CCC or one (or more) of your community's organizations are planning a car caravan.

FIGHTING RUMORS

The Census Bureau has put together a web page with information about fighting rumors and misinformation about the 2020 Census. Please click here for more information: <https://2020census.gov/en/news-events/rumors.html>

Many thanks for your continued efforts to ensure an accurate count of all Alaskans. We know that everyone is very busy right now, but we appreciate all that you do to support the 2020 Census. Please let me know if you need more information or outreach materials.



MATANUSKA-SUSITNA BOROUGH

Office of the Borough Manager

350 East Dahlia Avenue • Palmer, AK 99645

Phone (907) 861-8689 • Fax (907) 861-8669

John.Moosey@matsugov.us

June 3, 2020

Debbie Maas
Program Coordinator
AKSSF

Re: Letter of Support for AKSSF proposal for ADF&G project "Mat-Su Cost-Share Phase 5"

Dear Debbie,

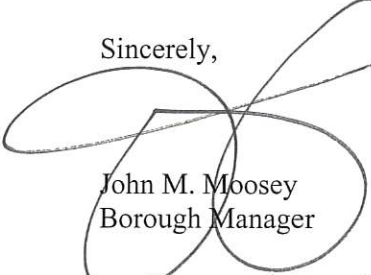
As the Matanuska-Susitna Borough Manager, I'm pleased to write this letter of support for the Alaska Department of Fish & Game grant proposal entitled "Mat-Su Cost-Share Phase 5" project. This project will support the U.S. Fish and Wildlife Service and ADF&G collaboration to help landowners – private and public – rehabilitate stream banks within the Mat-Su Borough. This project will specifically assist private landowners in the Talkeetna/Chase area interested in installing low-cost ORV water crossings on their property.

As the fastest growing region in Alaska, we have seen ORV impacts on wetlands and to riparian habitats rise throughout the Matanuska-Susitna Borough. Matanuska Valley State Moose Range, the Knik Public Use Area, the Palmer Hay Flats State Game Refuge, Goose Bay Refuge and many other areas throughout the Borough have all been significantly impacted by ORV use. We support any effort to accommodate appropriate access to public lands that also restores and protects habitat for salmon.

This project also supports the extensive work that the Matanuska-Susitna Borough has done to open up and enhance salmon habitat. From 2001 through 2019, 111 road culverts have been replaced in the Borough, reopening up over 100 miles of riparian habitat and hundreds of acres of lake habitat for salmon spawning and juvenile rearing. Millions of dollars have been spent on this effort. No other local government in Alaska has such an aggressive fish passage culvert replacement program and the Borough has been recognized by the U.S. Fish and Wildlife Service for these efforts.

We were successful at this winter's Alaska Board of Fisheries to lobby for salmon management policies that will return more salmon to their natal Mat-Su streams. Given this backdrop along with our interest in maintaining and enhancing salmon habitat in the Matanuska-Susitna Borough, we encourage you to give the "Mat-Su Cost-Share Phase 5" grant proposal serious consideration.

Sincerely,



John M. Moosey
Borough Manager

cc: Mayor and Assembly

Providing Outstanding Borough Services to the Matanuska-Susitna Community



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Transportation and
Public Facilities

DIVISION of PROGRAM DEVELOPMENT and STATEWIDE PLANNING
Anchorage Field Office

Matanuska Susitna Borough

MAY 22 2020

Administration

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May 20, 2020

John Moosey
Borough Manager
Matanuska-Susitna Borough
350 E Dahlia Ave
Palmer, AK 99645

Dear Mr. John Moosey,

On behalf of The Department of Transportation and Public Facilities (DOT&PF), and the Community Transportation Program (CTP) Project Evaluation Board, we regret to inform you that some of your project nominations were not scored sufficiently high to receive the limited amount of CTP funding available. We will be sending letters regarding those projects that are receiving funding separately. In the meanwhile, please be advised the following are not anticipated to be incorporated into the Statewide Transportation Improvement Program:

- Need ID: 32718 Project title: Smith Road Extension and Pathway
- Need ID: 32719 Project title: Cheri Lake Dr / Karen Ave / King Arthur Dr Corridor Improvements
- Need ID: 32720 Project title: Aspen Ridge Road Extension to Palmer Fishhook Road
- Need ID: 32725 Project title: Tex Al Drive Upgrade and Extension
- Need ID: 32942 Project title: Palmer Trunk Road Connector / Katherine Drive

If you have any questions about your application or the CTP, please contact your Regional Planners Melanie Nichols, at melanie.nichols@alaska.gov (907) 269-0509 or Allen Kemplen, at allen.kemplen@alaska.gov (907) 269-0513. Thank you for your interest and participation in the CTP process.

Sincerely,

A handwritten signature in blue ink that reads "Todd Vanhove".

Todd Vanhove
Central Field Office Planning Chief
Statewide Planning and Program Development