

MVP for Transportation Technical Committee Meeting

MEMBERS

Adeyemi Alimi, ADEC
Alex Strawn, MSB (**Chair**)
Ben White, ADOT&PF
Bob Charles Jr., Knik Tribe
Brian Winnestaffer, Chickaloon Native Village
Clint Adler, ADOT&PF
Crystal Smith, MSBSD
Dan Tucker, RSA Representative
Erich Schaal, City of Wasilla (**Vice Chair**)
Jennifer Busch, Public Transit
Jude Bilafer, City of Palmer
Kate Dueber, ARRC
Lawrence Smith, Trucking Industry Advocate
Randy Durham, MSB TAB
Stuart Leidner, Mobility Advocate
Tom Adams, MSB



Microsoft Teams
Meeting ID: 217 421 514 543
Passcode: PV9sG7Ln

Dial in by phone
[+1 605-937-6140](tel:+16059376140) United States, Sioux Falls
[\(844\) 594-6237](tel:+18445946237) United States (Toll-free)
Phone conference ID: 450 802 22#

Agenda

Tuesday, April 8th, 2025
2:00 – 4:00pm

Meeting Location

Musk Ox Farm
12850 E Archie Road, Palmer Alaska 99645
Hayloft / Classroom

1. Call to Order
2. Consent Agenda (**Action Item**)
 - a. Approval of the April 8th, 2025 Agenda
 - b. Approval of the March 11th, 2025, Minutes
3. Staff/Committee/Working Group Reports
 - Staff Report
 - a. Schedule of topics
4. Voices of the Visitors (Non-Action Items)
5. Action Items
 - a. Performance Planning Target Setting Procedures and Memorandum of Understanding (MOU) <https://measures-akdot.hub.arcgis.com/>
 - b. MSB Grant Agreement
6. Old Business
 - a. Alaska DOT&PF Continuous, Comprehensive, and Cooperative (3C) Policy
7. New Business
8. Other Issues
9. Informational Items
 - a. Transit Update
 - b. Staff Update
 - c. MVP Asset Management Plans Update: Adam Bradway, Alaska DOT&PF
 - d. MTP Update
 - e. STIP Amendment #2 Update
 - f. House Transportation Committee Meeting: April 3rd 1-3pm https://www.akleg.gov/basis/Committee/Details/34?code=HTRA#tab2_7
 - a. Boundary Development Process/Organizational Development
10. Technical Committee Comments

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11. Adjournment

Next Scheduled MPO Technical Committee Meeting – Tuesday May 13th, 2025 from 2:00-4:00pm to be held at the Musk Ox Farm and Microsoft TEAMS.



MatSu Valley Planning (MVP) for Transportation
Metropolitan Planning Organization

MVP For Transportation Technical Committee

Action Items

April 8th 2025

Action: Motion to approve the April 8th Consent Agenda.

The consent agenda includes:

- Agenda for the April 8th Meeting
- Minutes from the March 11th Meeting

MOTION:

Yes

No

Abstain

Action: Motion to recommend the Policy Board sign the Alaska DOT&PF Performance Planning Target Setting Procedures Policy and the Memorandum of Understanding (MOU) to support Performance Based Approach to Metropolitan Transportation Planning and Programming.

MOTION:

Yes

No

Abstain

Summary: On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on 2012's Moving Ahead for Progress in the 21st Century (MAP-21) Act and 2015's Fixing America's Transportation System (FAST) Act. As part of this final rule, 23 CFR 450.314 (h) was amended to state:

(1) The MPO(s), State(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see§ 450.306(d)), and the collection of data for the State asset management plans.

The approach documented Target Setting Procedures in is being cooperatively proposed between the Alaska Department of Transportation and Public Facilities (DOT&PF) and the State's Metropolitan Planning Organizations (MPO), including the Anchorage Metropolitan Area Transportation Solutions (AMATS), Fairbanks Area Surface Transportation (FAST), and MatSu Valley Planning For Transportation (MVP) to address 23 CFR 450.314 (h).

The purpose of the MOU is to support a performance-based approach to



the metropolitan transportation planning and programming process as specified in 23 USC 134 (h)(2), 23 USC 135(d)(2), 49 USC 5303(h)(2), 49 USC 5304(d)(2), 23 CFR 450.206(c), 23 CFR 450.314(h), and 49 CFR 613.

To the extent practicable, DOT&PF, AMATS, FAST, and MVP will work cooperatively to:

- 2.1. Develop and share information related to transportation performance data.*
- 2.2. Select performance targets.*
- 2.3. Promptly report performance targets whenever a target is adopted or changed.*
- 2.4. Follow the specific procedures identified in the most current version of the Performance Planning Target Setting Procedures document.*

Action: Motion to Recommend the Policy Board sign the Grant Agreement between the Matanuska-Susitna Borough (MSB) and MVP for the implementation of the Legislative grant awarded to the MSB on MVP's behalf.

MOTION:

Yes

No

Abstain

Staff Summary: The MVP project team reviewed the agreement and proposed a number of changes. The MSB grant team addressed the comments and updated the agreement.

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Minutes

Tuesday, March 11th, 2025
2:00 – 4:00pm

Meeting Location

Musk Ox Farm
12850 E Archie Road, Palmer Alaska 99645
Hayloft / Classroom

1. Call to Order at 2:00pm

Members present

Ben White, Alaska DOT&PF
Alex Strawn, MSB
Tom Adams, MSB
Crystal Smith, MSBSD
Erich Schaal, City of Wasilla
Alimi Adeyemi, ADEC
Bob Charles, Knik Tribe
Clint Adler, Alaska DOT&PF
Randy Durham, MSB TAB
Stuart Leidner, Mobility Advocate
Kate Dueber, ARRC

Members absent

Brian Winnestaffer, Chickaloon Native Village
Dan Tucker, RSA Representative
Jennifer Busch, Public Transit
Lawrence Smith, Trucking Industry Advocate

Visitors present

Elise Blocker, RESPEC
Kim Sollien, MVP MPO Director
Adam Bradway, Alaska DOT&PF
Donna Gardino, Gardino Consulting Services
Bianca Zibrat, MSB

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2. **Consent Agenda (Action Item)**
 - a. **Approval of the March 11th, 2025 Agenda**
 - b. **Approval of the February 11th, 2025, Minutes**

Motion to approve the consent agenda (Adams), seconded. No objections. Passed.

Alex Strawn requested a minor administrative correction to the agenda. Item 6.C. should be revised from “MSB Transit Program Update - Letter from the MSB to Alaska DOT&PF requesting an additional **30-day** funding extension” to “MSB Transit Program Update - Letter from the MSB to Alaska DOT&PF requesting an additional **90-day** funding extension.”

3. **Staff/Committee/Working Group Reports**
 - **Staff Report**
 - a. **Schedule of topics**

Kim Sollien provided a staff report. Sollien has begun interviewing candidates for the open positions with MVP. Sollien is going to readvertise the Transportation Planner position and may change the title from “Transportation Planner” to “Planner” to see if that results in more applicants.

Sollien has begun using QuickBooks and is working on payroll services, insurance, and other logistics to set up MVP.

Sollien, Donna Gardino, and Adam Bradway attended the Statewide MPO Quarterly Meeting in Fairbanks. Day 1 was a follow-up of Peer Exchange action items and Day 2 was focused on Alaska MPOs.

STIP Amendment #2 has been released for public comment. Sollien has been reviewing the document.

MVP has received the final indirect cost agreement from Alaska DOT&PF.

Sollien is working with Adam Bradway and Pam Golden to develop a 2-hour HSIP (Highway Safety Improvement Program) training session for MVP Technical Committee members. Bradway said that Alaska DOT&PF is trying to do a better job of reaching out to the MPOs and intends to review the HSIP, specific concerns and problem areas within the MVP MPA boundary, and the process for nominating projects. The training is planned to be a hybrid meeting on May 5, 2025. The time will be announced closer to the training date.

The executive directors of MVP, FAST Planning, and AMATS presented to the Alaska Senate Transportation Committee in February. Sollien presented on the history of MPOs and MVP’s evolution as an organization. Sollien noted that she was able to answer most questions from the committee. Ben White noted that the question she was unable to answer was meant for the FAST Planning executive director. Sollien provided an overview of the other topics discussed with the committee, including comments from the other MPOs about the STIP, the process of including TIPs by reference in the STIP, and the 3C process.

4. **Voices of the Visitors (Non-Action Items)**

None

5. **Action Items**
 - a. **Statewide Transportation Plan Amendment #2 MVP comments and questions review with Alaska DOT&PF staff and recommendation to the Policy Board to submit formal comments on MVP’s suballocations.**

Motion to allow staff to formalize the comments based on the Technical Committee discussion and recommend to the Policy Board to submit the comments as part of the STIP Amendment #2 public comment period (White), seconded. None opposed. Passed.

Kim Sollien provided a staff report. Sollien and Donna Gardino have been reviewing STIP Amendment #2 and compiled a list of questions for Alaska DOT&PF, which is included in the action item “cheat sheet” in the packet. Sollien and Gardino compared the allocation and fiscal constraint tables to document where there were discrepancies or questions regarding funding amounts for projects identified in the approved MVP Program of Projects. During the STIP Amendment #1 comment period, MVP asked very specific questions about exact dollar

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amounts. For this comment period, Sollien has compiled broader questions about what is documented in STIP Amendment #2. Sollien reached out to the STIP team a week prior to this Technical Committee meeting to ask if someone would join the Technical Committee meeting and did not hear back. Sollien had a meeting with Lauren Little (Alaska DOT&PF) and FHWA earlier today and asked if Little was coming to the MVP Technical Committee meeting. Little said that Ben White and Adam Bradway would answer questions during the meeting. Sollien said that depending on how Alaska DOT&PF answers MVP's questions, she may rephrase or reformat the questions before bringing them to the MVP Policy Board.

Comments 1: *MVP would like an accounting of our suballocations for STBG, CRP, and TAP for FFY24 and FFY25. We want to see what projects our funds are spent on and what funds are remaining. AND Comment 2:* *In our Program of Projects, MVP asked for FFY24 funding to be carried over to FFY25. However, the narrative does not show that any of MVP's STBG, CRP, and TAP are being carried over to FFY25. Can this be explained?*

Sollien reminded the Technical Committee that the MVP Policy Board, through the approved Program of Projects, requested that Alaska DOT&PF allocate MVP's funds to specific projects and carry over all MVP FFY24 funds to FFY25.

Adam Bradway and Ben White provided a response. Bradway said that he just received confirmation that all MVP funds not spent in FFY24 will carry over into future years. He said the place to look for that information is usually the fiscal constraint tables because they show funds for each year within each suballocation for each project. In FFY24, MVP agreed to spend approximately \$2.2 million of its STBG funding on the Bogard Road Safety and Capacity Improvement Project. The remainder of MVP's FFY24 STBG funding should carry over to FFY25. Bradway said the Alaska DOT&PF Program Development group is going to provide MVP with a more detailed list of obligations to date using the MVP fund codes. White further clarified that Alaska DOT&PF is going to try to ensure the list is only MVP funds because the obligation report includes all Alaska DOT&PF obligations by default.

Sollien asked for clarification that even though STIP Amendment #2 is not showing any carryover, Alaska DOT&PF is stating that the funds will be carried over. Bradway confirmed that he just received an email to that effect and would forward it to Sollien. Bradway also stated that asking for clarification on this topic and how it is reflected in the STIP is a good thing.

Donna Gardino asked through the Teams Chat if the "obligations to date" meant FFY24 and FFY25. White confirmed that is what the list of obligations to date would include. Bradway said he anticipates it will be a short list because it will only be the fund types relevant to MVP, not all Alaska DOT&PF projects within the MVP MPA boundary. Sollien asked Bradway to clarify whether he was going to provide MVP with a list of all projects happening within the MPA boundary. Bradway said he did provide that list already but would not share the obligations to date for all those projects since they are not relevant to MVP until MVP has a TIP.

Gardino reiterated that MVP should submit this comment to Alaska DOT&PF even though it was answered in this meeting since the issue is not clear in the STIP documentation.

Comment 3: *The fiscal constraint tables contain ten projects titled Community-Driven Projects: MVP MPO. We would like to know what a community-driven project is.*

Sollien elaborated that "community-driven project" is not defined in the STIP narrative.

Bradway said it was appropriate to ask for formal clarification. He said "community-driven project" is being used in relation to FAST Planning and AMATS to show where Alaska DOT&PF is transferring funds into their STIP, but he believes that is being used as a placeholder for MVP projects that have not been established to demonstrate fiscal constraint. Bradway suggested that MVP and Alaska DOT&PF should discuss how funds should be shown in the STIP while MVP does not have a TIP. Sollien asked whether Bradway was saying that the Program of Projects was insufficient or that MVP needed to update the Program of Projects for years beyond FFY25. Bradway said that was what Alaska DOT&PF and MVP staff should discuss and that if the Program of Projects system works, it should be updated for FFY26, or alternatively MVP could direct DOT&PF to "bank" the funding for future years.

Tom Adams asked for clarification about the funds. Using approximate numbers, if MVP has \$8 million of funding in FFY24 and \$2.2 million is obligated for the Bogard Road project, then the remaining \$5.5+ million is being

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shown as a placeholder that MVP needs to obligate so it does not disappear. Bradway said that should be the case and that MVP and Alaska DOT&PF need to ensure that the amount of funding available is clear and that it is documented that the funding will be banked for MVP's future use. MVP should clarify what the plan for that funding is.

Sollien asked Bradway to confirm that he was going to send an email stating that MVP's funding would be rolled over to future years. Bradway confirmed he would send that email to Sollien. Adams stated that MVP still needs to submit the comment because that information is not reflected in the STIP. Sollien confirmed she would still submit the comment. White clarified that the funds are shown in the STIP and that it does not need to be specified that the funds will roll over and that the funds will remain until MVP obligates them. The funds generally have a window within which they need to be obligated, but as long as those requirements are met, they can be obligated by MVP. For example, funds programmed in FFY24 can be obligated in later years. Alaska DOT&PF allows the MPOs to bank funds, as well; for example, FAST Planning spent several years programming low volumes of funds to spend more in future years. Sollien said that she saw how it was shown for FAST Planning and AMATS and was confused why it was not shown in the same way for MVP. Bradway agreed that there is no consistency in how the information is shown across the MPOs and that Alaska DOT&PF should be consistent.

Comment 4: *In the fiscal constraint table, 5307 Urban Transit funding appears to be going to the Railroad within MVP's boundary. It is unclear where those funds come from. We would like to know if a split letter between MVP, FAST Planning, and the Alaska Railroad was completed and where the MVP 5307 funding that is going to the railroad is coming from.*

Kate Dueber stated that ARRC is working on a split letter and is hoping to share it with the other entities very soon. Sollien asked if the amount shown in STIP Amendment #2 was requested by ARRC. Dueber said that it was not. Bradway said that in FFY25 there is \$460,000 designated for railroad 5307 projects within the MVP MPA boundary. He was not able to get information about where those funds came from, but that it does appear that MVP's transit funding is whole. Bradway suggested that this issue should be followed up on.

Comment 5: *The fiscal constraint tables for MVP's STBG show no planned obligations in FFY26. We are wondering how MVP can continue to work with the STIP team on our Program of Projects for FFY26 if there is no funding.*

Sollien elaborated that STIP Amendment #2 shows MVP STBG funds for FFY24, FFY25, and FFY27, but shows no STBG funds for FFY26.

Bradway said he was told by the STIP team that this was done in anticipation of MVP having a TIP in FFY26. Sollien said that did not make sense. Bradway agreed and said how much is being obligated should be a line item in the table. Sollien said the tables for AMATS and FAST Planning show all four years for their STBG suballocations. Bradway said that the other MPOs will be shown differently than MVP, but this is likely another case of Alaska DOT&PF being unsure of the timeline for MVP's TIP and how to show it. Bradway said FFY26 should likely also have a placeholder until a TIP or new Program of Projects is approved. Bradway reiterated MVP should decide what to do with the funding so Alaska DOT&PF can move from showing placeholders to showing obligated funds. White suggested reviewing the table again because it is possible the STIP team combined FFY25 and FFY26 funds in FFY25.

Comment 6: *MVP's FFY26 and FFY27 Metro Planning funds show zero, while AMATS and FAST Planning allocations are shown in each year of the STIP. Can the STIP Team explain why our funding is being displayed differently?*

Bradway said that the fiscal constraint table is showing obligations. Planning projects are obligated in two-year programs, but MVP obligated theirs in one year. Bradway said that AMATS and FAST Planning look different because Alaska DOT&PF is transferring and obligating funds for metropolitan planning projects every year. Sollien asked if the MVP UPWP was being treated differently from the other MPO's UPWPs. Bradway said no, the way funds are being transferred to the MPOs is different but the UPWP projects do not need to be in the STIP. White said that Alaska DOT&PF will vary how they obligate their own funds for their Annual Work Program and may obligate the whole program at once rather than one year at a time. White said that since MVP does not have a TIP, Alaska DOT&PF has more control over where the funds go and when, but once MVP has an approved TIP their funds should look more like AMATS and FAST Planning in the STIP.

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Sollien stated that she has additional questions that were not ready in time for the packet, but she would include them in writing for the Policy Board. Sollien's questions were related to Alaska DOT&PF's online STIP dashboard. The first question was related to the charts showing Projects & Programs by Strategic Investment Area for Amendment #1 and Proposed Amendment #2. The charts show that Amendment #1 had a total of 290 projects, 32 of which did not align with any strategic investment area, and Proposed Amendment #2 has a total of 300 projects, 15 of which do not align with any strategic investment area. Sollien said there is no search feature for the projects listed as N/A and wanted clarification for what the projects are. White said that this is a good question to ask. Gardino said she reviewed every project in the STIP and could not find any that were not attached to a strategic investment area. Bradway said he asked the Data Modernization Unit, which built the dashboard, to include an option to filter by N/A projects in the next iteration of the dashboard. He said the team said their best guess was that the N/A projects are statewide programs like the civil rights program or a planning project that is not tied to an investment area.

Gardino said she did not understand how there is \$2.2 billion to obligate in FFY25, as shown in the Projects & Programs Total Budget by Year chart for Proposed Amendment #2. Gardino stated that she believes Alaska DOT&PF had only obligated \$93 million as of February and that contractors would have a hard time completing the work if the rest were to be obligated this late. Bradway said that the STIP is a planning document and that the number shown is what they intend to obligate but that there is usually slippage. Gardino asked if that meant Alaska DOT&PF was overprogrammed. White said he was still trying to determine if it was Advanced Construction being programmed or funds left over from FFY24. He said he noticed that in the FFY24 column, Alaska DOT&PF was taking credit for FFY23 August redistribution and that there seem to be issues with how the graphs are being generated in the dashboard. He said he is unsure where the data is being pulled from but that there are oddities and the \$2.2 billion in FFY25 seems high. He said it's possible the dashboard is pulling in data about aviation or ferry projects or discretionary funding that has not yet been received. White suggested that MVP submit a comment about this table and request that the data be double checked.

Sollien noted that the dashboard shows that between Amendment #1 and Proposed Amendment #2, 10 projects and \$500 million were added. Sollien asked for clarification about how much federal funding the State of Alaska receives for highway transportation projects each year. White said Alaska DOT&PF receives approximately \$704 million in apportionment and another \$100 million in discretionary funds and allocations, for a total of approximately \$800 million in highway funds. Sollien stated that would work out to approximately \$3.2 billion for a four-year STIP and the dashboard shows that Proposed Amendment #2 shows a budget higher than that. White said that Alaska DOT&PF is programming approximately \$400 million a year in Advanced Construction each year. Sollien said the budget shown is still \$1.5 billion over those estimates. Bradway said the dashboard might include funding from other, non-highway funds. White said that the Tustumena replacement project is \$400–500 million alone, and ferry funding is being shown in this dashboard. Gardino asked for a list of what the 10 new projects are.

Sollien said she has no more questions but will refine the comments and format them with tables and graphics from the dashboard for the Policy Board packet. Adams asked for clarification on what was being asked of the Technical Committee for this agenda item if they are not seeing what will be presented to the Policy Board. Sollien said that she will be providing these questions in writing with additional context to the Policy Board and that the Technical Committee could make a motion recommending to the Policy Board that MVP submit these formal comments to Alaska DOT&PF. Sollien stated that the Policy Board meeting was moved to March 19 to allow the Policy Board to review the comments and vote on submitting them before the public comment period closes on March 20. White said that the AMATS Technical Advisory Committee will often go through a similar process of reviewing something and then allowing staff to clean it up before presenting it to the Policy Board.

Adams stated that he would prefer to see comments in a more structured format if they are being asked to make a recommendation to the Policy Board. Sollien agreed that would be preferable in the future. Strawn noted that Sollien has been sick and had limited time to prepare. Sollien noted that each time she prepares comments for the STIP there is a learning curve because she has not done this before. Adams added that the STIP also changes every time Alaska DOT&PF releases an amendment. Bradway noted that the lack of formalized, formatted comments is partially on Alaska DOT&PF as 1) the public comment period is short and 2) Bradway had requested the comments in advance to allow Bradway and White to find answers, but Bradway only received responses to some questions today and there was not time to prepare a more formal letter. Adams said he recognizes the importance of getting comments in before the deadline and added that from the MSB's perspective, they are learning how to navigate their role in the MPO. MSB is also interested in submitting comments about STIP Amendment #1 and would like clarification on how to navigate that. White said it is good

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for MSB to submit their own independent comments. Gardino said it is appropriate for each MVP member organization to submit comments as each entity's priorities may be different.

6. Old Business

a. MSB Pass through Grant Agreement Update

Kim Sollien provided a staff update. MVP compiled comments on the pass-through agreement and sent them back to MSB via Alex Strawn. Strawn has shared the comments with the borough attorney's office. Sollien said that MVP does not yet need all the funds in its bank account but will soon.

b. Metropolitan Transportation Plan Contract Update

Adam Bradway provided an update. Alaska DOT&PF is writing the final contract. Bradway had asked the contracting team to complete the contract prior to today's meeting but it was not finalized in time. Bradway suggested that once the contract is underway, there would be an internal kickoff with the staff working on the project followed by a kickoff with the Technical Committee. Sollien said that depending on the agenda for next month, the kickoff may happen during the regular meeting. Bradway said he anticipates a fair amount of time needed from the Technical Committee members throughout the MTP process. Sollien agreed and said that if the kickoff meeting is focused on introducing staff and providing a high-level overview of the timeline and process, it would be appropriate to include that as part of the regularly scheduled meeting, but work sessions would need to be scheduled separately.

c. MSB Transit Program Update - Letter from the MSB to Alaska DOT&PF requesting an additional 90-day funding extension.

Alex Strawn provided an update. The packet includes a letter from Mike Brown, Borough Manager, requesting a 90-day extension of the borough's 5311 funding. MSB intended to advertise an RFP for transit services on March 11 and is likely 2 days away from publishing the RFP, so they are on a tight schedule and trying to avoid disruption of service.

Adam Bradway asked who at MSB he should direct Alaska DOT&PF transit staff to in order to coordinate split letters between FAST Planning and MSB for urban transit funds. Strawn suggested Jason Ortiz, Planning and Land Use Deputy Director.

7. New Business

None.

8. Other Issues

None.

9. Informational Items

a. Transit Roundtable March 12th at noon via [Teams](#)

Kim Sollien received confirmation from three out of four providers that they will be in attendance. The meeting last month only had one provider.

b. Statewide MPO Quarterly meeting and Peer Exchange Review March 3rd and 4th.

Kim Sollien elaborated on her staff report. Day 1 of the Statewide MPO Quarterly Meeting focused on the action items from the Peer Exchange, most of which were assigned to Alaska DOT&PF. The main action item for the MPOs was developing a clear schedule for their TIP development processes and timelines. Additional conversations covered the 3C process and training. The Association of Metropolitan Planning Organizations (AMPO) has an "MPO College" with various trainings, including a federal funding module and MPO 101 module. Each module is 40 hours long and costs \$800. Once MVP has hired staff, all staff will complete the modules. Depending on budget constraints, Sollien may invite Technical Committee members to also complete the modules.

c. Staffing update

Kim Sollien has received applications and conducted interviews, as stated in the earlier staff report. Tom Adams asked how the positions were being advertised. Sollien said both positions were advertised on the Foraker website. Because MVP is not fully formed, Sollien was unable to advertise through the State of Alaska. Sollien intends to post the Transportation Planner position on Indeed and possibly through the American Planning Association and AMPO but was hoping to focus efforts locally. MVP does not yet have a LinkedIn account, otherwise Sollien would advertise there. Garret Verbeek, a former MSB employee, requested to be notified when

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the position was readvertised so he could share with his network. Adams suggested advertising through the Institute of Transportation Engineers (ITE) and the American Society of Civil Engineers (ASCE). Adam Bradway said that ITE has a planning component. White suggested reaching out to AMPO for their assistance in advertising. Sollien said she was unsure if she could because MVP is not yet a member of AMPO.

d. Index of Authorities Governing National Highway System Facilities in the Metropolitan Planning Area – Letter Alaska DOT&PF to FAST Planning.

Kim Sollien discussed this letter and the letter in Item 9.e. together. She explained that the Alaska DOT&PF Commissioner's Office and the State Attorney General's Office are challenging the MPOs' authority within their MPA boundaries. The State of Alaska is seeking to reopen their operating agreements with the MPOs to assert that MPOs cannot deny projects that the State wants to put forward within an MPO's MPA boundary. Sollien said she has been told MVP will receive a similar letter soon.

Sollien clarified that the operating agreement is an agreement signed by the borough, cities, tribes, and the State of Alaska acknowledging that the function of an MPO is to manage planning for transportation infrastructure within the MPA boundary following the 3C process. As an MPO develops its MTP, there may be projects that are not unanimously supported, and the Policy Board ultimately has the authority to decide whether projects are included in the MTP. AMATS and FAST Planning have exercised this authority in the past. Sollien clarified that the State can still move forward with projects within the MPA boundary using State funds, though the MPO can express disapproval. If federal funds are being used, however, the project must go through the MPO processes for approval. The letters from the State of Alaska assert that 1) the MPOs do not have the authority to deny a project that the State wants to move forward on the National Highway System (NHS) and 2) federal regulations define "regionally significant projects" and every NHS project is regionally significant, therefore the MPO cannot deny NHS projects within its MPA boundary.

Sollien said that MVP is going to develop a policy that outlines what percentage of funds the MPO will designate to different types of projects (e.g., road, transit, bicycle and pedestrian). Sollien suggested that this policy should also include a definition of "regionally significant projects" for MVP's MPA boundary.

Sollien reiterated that MVP is not a signatory on the operating agreement with the state and that the member organizations, who are signatories, may want their lawyers to review the letters and operating agreement. Sollien noted that the federal government has repeatedly told the State of Alaska that they are misinterpreting the code and that the MPO does have the authority to deny projects on the NHS.

Donna Gardino added that the letters from the State of Alaska claim that the MPOs are claiming a new authority, which is why the State wants to reopen the operating agreements. Gardino clarified that this is not a new authority. Gardino also added that FAST Planning and AMATS were required to update their boundaries after the 2020 Census and that Alaska DOT&PF is refusing to recommend that the Governor approve their updated boundaries.

Tom Adams shared that what he heard at the Peer Exchange is very different from what the State is claiming in their letters and noted that FHWA was not copied on the letters. Adams asked if the letters were shared with FHWA by the other MPOs. He also said he was surprised to see that the STIP Amendment #2 process has not reflected the discussions from the Peer Exchange. Sollien said that the MPOs shared the letters with FHWA at the MPO Quarterly Meeting, but FHWA staff are no longer allowed to speak at public meetings and were therefore unable to comment.

Adams asked whether Alaska DOT&PF would coordinate with MVP during the upcoming MTP development process to ensure their projects are included in the MTP, which they have occasionally failed to do with AMATS and FAST Planning. Ben White said that at the staff level, there is sufficient coordination, but that problems arise when projects become a priority for the Governor's Office or Commissioner's Office that were not previously discussed or included in planning documents. White said staff will do their best to coordinate but it is possible that MVP could be in a similar situation with the State requesting new projects. Sollien stated that there is a process for amending the MTP and TIP, MVP will follow that process, and the Policy Board will be able to approve or deny new projects.

Gardino added that the MTP and TIP are fiscally constrained documents and therefore adding new projects requires funding amounts or timelines to change for other projects. White confirmed this was the case and noted that the Alaska DOT&PF Long Range Transportation Plan does not require fiscal constraint. White said that in the

MVP for Transportation Technical Committee Meeting

case of a project that the State wanted to include within the AMATS MPA boundary, the Policy Board stated that they would approve the project if Alaska DOT&PF provided written confirmation that the funding was available and would not come out of the MPO's allocations. Alaska DOT&PF has not provided that letter. Adams asked whether such a letter would state that additional revenues would be made available or that other projects were deprioritized. White said that was the concern of AMATS because they did not want the funds to be pulled from projects in the Anchorage area.

Adam Bradway noted that the State is withholding approval of the MPA boundary updates for the other two MPOs, but MVP has an approved boundary. White said this is likely why MVP has not received a letter yet, as Alaska DOT&PF has not identified an avenue for reopening the operating agreement. White noted that FAST Planning has indicated that they do not intend to reopen the operating agreement despite the State withholding approval of the MPA boundary update. He also said AMATS will meet tomorrow to discuss the matter, and that the executive director will be sharing maps that show the alternative boundaries that were possible for AMATS given the 2020 Census data, which could have expanded the AMATS MPA boundary to Girdwood.

e. **Response to January 22, 2025, Letter Regarding Anchorage Municipal Area Transportation Solutions (AMATS) Boundary and Operating Agreement Revision – Letter Alaska DOT&PF to AMATS**

See discussion on Item 9.d.

10. **Technical Committee Comments**

Ben White said Alaska DOT&PF is revising the 3C document in April with the intention of bringing a revised document to the MPO Technical Committees and Policy Boards in May or June. The next MPO Quarterly Meeting is scheduled for June 3 in Anchorage and there are discussions of opening the meeting up to allow Technical Committee and Policy Board members to join. He also reminded the Technical Committee that comments on STIP Amendment #2 are due on March 20.

Bob Charles stated that the terms in the MVP operating agreement are carefully aligned with federal law and regulation and the Knik Tribe is opposed to reopening the agreement.

Crystal Smith asked who she should reach out to if she has questions about STIP Amendment #2. Adam Bradway said she should contact him.

Alex Strawn said he will not be at the April 8 Technical Committee meeting.

11. **Adjournment at 3:39pm**

Next Scheduled MPO Technical Committee Meeting – Tuesday April 8th, 2025 from 2:00-4:00pm to be held at the Musk Ox Farm and Microsoft TEAMS.



Staff Report March 2025

FFY25/26 UPWP Tasks

TASK 100 A UPWP

Task 100 B Metropolitan Transportation Plan

- Reviewed the Alaska DOT&PF performance targets policy and MOU

TIP Scoring Criteria

Complete Streets Policy

Task 100 C TransCad Modeling

TASK 100 D Household Travel Survey

TASK 100 E Transportation Improvement Program

TASK 100 F Update and Implementation of the Public Participation Plan and Title VI Plan

TASK 100 G Support Services

Budget Management

Meetings

- Met with the Project Team weekly to prep for the TC and PB meetings and develop packet materials
- Met with FAST, AMATS and ADOT MPO coordinators in Fairbanks to discuss action items from the Peer Exchange and talk about the March Quarterly meeting in Fairbanks.
- Met with Alex Strawn to discuss MPO rules and regulations and funding categories
- Attended AMATS Technical Advisory Committee meeting to listen to the discussion about the Alaska DOT& PF Commissioner's letter asserting ADOT's authority and the need to update the Operating Agreement and Metropolitan Planning Area Boundary

Staffing

- Interviewed candidates for the Office and Communications Manager
- Finalized payroll paperwork set up, taxes, workers comp insurance and unemployment insurance
- Called references for the office/communications manager
- The Director was on vacation from March 19th through March 31st.



MatSu Valley Planning (MVP) for Transportation
Metropolitan Planning Organization

MVP For Transportation Policy Board

Action Items

March 19th 2025

Action: Motion to approve the March 19th Consent Agenda.

The consent agenda includes:

- Agenda for the March 19th Meeting
- Minutes from the February 26th Meeting

MOTION to approve the consent agenda moved by Brian Winnestaffer and seconded by Bob Charles.

Passed Unanimously

Action: Move approve submitting a memo outlining MVP's comments and questions to Alaska DOT&PF STIP Team on the State Transportation Improvement Program Amendment #2

MOTION: to approve sending the STIP Amendment #2 comments memo moved by Brian Winnestaffer and seconded by Sean Holland.

Motion Passed.

Yes: 5

No: 1

Abstain



Staff Report March 2025

Office Management

- Set up a billing account with Tech Wise to begin the IT transfer and file migration
- Worked with a health insurance broker to initiate quotes for health benefits.
- Met with Foraker to determine which version of QuickBooks Online we should buy
- Got a new debit card for our bank account the first one did not work
- Met with the Payroll company to map out our first run of payroll
- Reviewed Clockify an app to track staff hours
- Reviewed Divvy a credit card app that helps track employee credit cards that syncs with Quickbooks

Correspondence

- Submitted STIP Amendment #2 comments approved by the Policy Board to the STIP Team and through the STIP portal.

Nonprofit Filings and reports

Organizational Documents

Agency Relationships

Contract Management

- After legal review staff drafted a memo for the MSB to address our comments, questions and suggested edits

Requests from the Policy Board and Technical Committee directed to staff

- Bob Charles requested that MVP register for a System for Awards Management (SAM) number. Staff reviewed the application and all the documents required to apply/register but have not applied.
- Staff have not registered for a SAM's number

Strategic Planning

Short-Range and Tactical Planning

Long-Range Planning

Funding / Budget



Staff Report March 2025

- Reviewing the STIP Amendment #2 to understand what changes were made, if MVP's Program of Projects was utilized to program MVP's allocation and started to draft a memo to review with the policy board.
- Drafted questions from MVP about our funding allocations and questions about MVP's funding is displayed in the STIP
- Sent the STIP team an email requesting that Alaska DOT&PF staff attend the technical committee to review our questions.
- Drafted a formal memo from the MVP policy board to the STIP Team outlining MVP's questions
- The Project Team reviewed the DOT&PF 3C policy, provided additional comments, and added the document to the TC agenda for review.

Training

TASK 200 A MSB Public Transit Planning Support

- MSB Planning requested a letter of support for their transit funding application with FTA. Staff will work on the letter for the April Board Meeting.
- Hosted the Transit Roundtable on March 12th

TASK 200 B Transit Development Plan

TASK 300 A MVP Sign Management Plan

TASK 300 B MVP Advanced Project Definition

TASK 300 C MVP Streetlight and Intersection Management Plan

TASK 300 D Pavement Asset Management Plan

MVP MPO Meeting Schedule Topics

May 2024

- Articles of Incorporation Restated PB approved and signed
- STIP Program of Projects Work Session
- Ready to receive Federal Operation Funding – Spring 2024
- Recommend the updated Title VI plan for Public Comment
- Approve Metropolitan Transportation Plan scope of work
- Elect TC officers

June 2024

- TC Recommend and PB Approval of MVP program of projects STIP amendment for funding in FF24 and FFY25
- Review and Approve 3C's comments memo
- Review and Approve Proxy Voting change to the bylaws
- Recommend FY25 & FY26 UPWP for 30-day public comment June 19 to July 19
- Review and Adopt PM program policy for the P&P

July 2024

- 2nd Review Fiscal Policy
- 2nd Review social media Policy
- Review Bylaw changes
 - Proxy voting
 - Open Meetings Act
- Draft SS-4 to IRS for EIN
 - Conflict of interest
 - Officers & election minutes
 - Whistleblower Policy
- AOI resubmission
- STIP Amendment Update
- Program of Projects Update move everything to FFY2025
- Update the FFY25/26 UPWP
- Review FY 25 & 26 PL award letter, make necessary amendments to the budget

August 2024

- ADOT request match Funds from MSB for the MTP and PL funding
- Review and Adopt Fiscal Policy
- Review and Adopt Social Media Policy
- Review and Approve Updated Bylaws
- Review and Adopt Whistleblower Policy
- Review and Adopt Conflict of interest Certification form

MVP TC & PB meeting topics
schedule November 2024

- Review and Approve Title VI plan
- Review and Approve FFY 25 and 26 UPWP, send to DOT to forward to FHWA for approval
- Review and Approve Fiscal Policy

September 2024

- Review and Adopt Annual Budget
- Review Match requirements
- Secure Foraker CPA for Accounting support
- Research Health Plans
- Research payroll services
- Research liability insurance
- Update website with approved MVP organizational documents

October 2024

- MSB CAMP presentation Julie Spackman
- Finalize scope for Metropolitan Transportation Plan
- Call ADOT about the status of the MVP improvement program Scope, Schedule, and Budget Plus for project state and ask for match and maintenance agreements (create a presentation of the projects)
- Review and Submit SS-4 to IRS for EIN and submit with
 - o Three-year annual budget
 - o Officers' information and elections memo
 - o Conflict of Interest policy
- IRS Letter received-

November 2024

- Review and Approve Personnel and Administrative Policies
- Send scope of work, schedule and estimate request to ADOT for Pavement, Streetlight, Intersection and Sign management plans
- Share Membership fee Invoice with TC and PB Members
- Complete descriptions for MVP staff positions Office and Communicaitons Manager, Transportation Planning Manager, Transit Planning Manager and GIS/Data Analyst (contractor)
- Attend ADOT Federal Funding Overview Work Session
- Draft and Submit final report for the FFY 2024 UPWP
- Update Proxy Voting Policy in the Bylaws
- Review and Approve Personnel Policies
- Review and Approve Records Retention, Public Records Request and Website Policy

December 2024

- Submit Final FFY24 UPWP Annual Report
- Hire Executive Director

MVP TC & PB meeting topics
schedule November 2024

- Secure Accounting Consultant
-
- Join TechSoup for discount computer software Quickbooks and Adobe Pro
- Finalize TC and PB meeting Calendar
- Rent Meeting Space for the next 6 months
- Send Invoices to PB members for Membership Fees

January 2025

- Hire Executive Director
- Secure Legal Support
- Secure IT support
- FFY25-26 UPWP Q1 report Submitted
- Transportation Alternatives Program manual presentation
- Policy Board adopts Corporate Resolution to open a bank account

February 2025

- Report management for the UPWP, Title VI, Staff, Finance, Minutes, Public Notices
- Review and Approve Grant agreement comments between MVP and the MSB for Alaska DOT&PF's membership fees and other MVP startup costs
- STIP amendment #2 review
- Check in with ADOT Civil Rights Office to discuss title VI training and reporting
- Secure Letter from ADOT&PF on the Indirect Cost Rate Agreement
- Open Bank account with \$1
- Advertise for Office / Communications Manager and Transportation Planner Positions

March 2025

- Secure Payroll, workers comp, and employee benefit management services
- Secure MTP consultant
- Review, approve and submit STIP Amendment #2 comments
- Submit questions/edits to MSB on the Grant Agreement contract for the legislative contract
- Initiate Financial Protocols with CPA and build out the QuickBooks chart of accounts and get billing and reimbursement protocols established.

April 2025

- Hire Office/Communications Manager
- Hire Transportation Planner
- Secure Insurances
 - Directors
 - General Liability

MVP TC & PB meeting topics
schedule November 2024

- o Commercial Auto
 - o Personal Property for office equipment
- Apply for State and City Business Licenses
- Begin Update to the Public Participation Plan & Title VI related to MTP development
- Review and Approve the ADOT performance-based approaches criteria to incorporate into our planning as required in 23 CFR 450.306(d). ADOT&PF will provide the MOU to MVP about the targets that we can accept or choose to adopt our own.
- Match Agreements for MVP's Asset Management Plans
- Begin MTP, Household Survey, and Travel Model
- Draft scope of services for the Audit and 990 filing

May 2025

- CRP plan review the was developed outside of consultation with the MPOs/ MVP priorities
- CMAQ funding review
- TIP Funding Policy to Technical Committee and Policy Board
- Grandfather agreements with ADOT&PF
- Review Recommend the Public Participation Plan Update for Public Comment 45-day
-

June 2025

July 2025

August 2025

- Title VI annual compliance report

September 2025

October 2025

November 2025

December 2025

- Travel Demand Model

January 2026

- Performance measures

July 2026

- MTP and Complete Streets Completion

October 2026

- TIP Completion

MVP TC & PB meeting topics
schedule November 2024

December 2026

- New MPOs should have a formally adopted MTP and TIP by **December 29, 2026**

Performance Planning Target Setting Procedures

This procedure will ensure standardized information and will assist in improved monitoring and auditing of federal transportation funds, and will ensure the requirements of 23 CFR 450.314 (h) are met.

On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on 2012's Moving Ahead for Progress in the 21st Century (MAP-21) Act and 2015's Fixing America's Transportation System (FAST) Act. As part of this final rule, 23 CFR 450.314 (h) was amended to state:

(1) The MPO(s), State(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see § 450.306(d)), and the collection of data for the State asset management plan for the NHS for each of the following circumstances:

- (i) When one MPO serves an urbanized area;*
- (ii) When more than one MPO serves an urbanized area; and*
- (iii) When an urbanized area that has been designated as a TMA overlaps into an adjacent MPA serving an urbanized area that is not a TMA.*

(2) These provisions shall be documented either:

- (i) As part of the metropolitan planning agreements required under paragraphs (a), (e), and (g) of this section; or*
- (ii) Documented in some other means outside of the metropolitan planning agreements as determined cooperatively by the MPO(s), State(s), and providers of public transportation.*

The following approach is being cooperatively proposed between the Alaska Department of Transportation and Public Facilities (DOT&PF) and the State's Metropolitan Planning Organizations (MPO), the Anchorage Metropolitan Area Transportation Solutions (AMATS), Fairbanks Area Surface Transportation (FAST), and MatSu Valley Planning For Transportation (MVP) to address 23 CFR 450.314 (h).

The DOT&PF, AMATS, FAST, and MVP agree to the following provisions. The communication outlined in these provisions between the DOT&PF and the MPOs will generally be through the DOT&PF MPO Coordinators, DOT&PF Statewide Urban Planning Chief, the AMATS Executive Director, the MVP Executive Director, and the FAST Executive Director.

1) Sharing of transportation performance data

- a. At the request of the MPOs, DOT&PF will provide each MPO with the statewide performance data and will also provide each MPO with subsets of the statewide data, based on their planning area boundaries and population-based classification. Updates of this data will include prior performance data, if applicable.
- b. If MPOs choose to develop their own target for any measure, they will provide DOT&PF with any supplemental data they use in their target setting process.
- c. Providers of public transportation (railroad and bus transit) are represented by the MPOs and will submit their performance data directly to the MPOs. The DOT&PF may request a copy of this data at any time.

2) Selection of performance targets

- a. DOT&PF will develop draft statewide performance targets in coordination with the MPOs. Coordination may include in-person meetings, virtual meetings, conference calls, and/or email communication. The MPOs shall be given an opportunity to provide comments on statewide targets before final statewide targets are adopted by the DOT&PF. Final targets will be communicated to the MPOs.
- b. If an MPO chooses to adopt their own target for any measure, they will develop draft MPO performance targets in coordination with DOT&PF. Coordination methods will be at the discretion of the MPO, but DOT&PF will be provided an opportunity to comment on the draft MPO performance targets prior to final approval by the MPO. Final targets will be communicated to DOT&PF.
- c. Providers of public transportation will be responsible for selecting their own performance targets and submitting them to the MPOs for record-keeping purposes. The MPOs will share these targets with the DOT&PF at their request.
- d. Some performance targets may only be applicable within Transportation Management Areas (TMAs).
- e. Some performance targets may only be applicable within Air Quality Non-Attainment or Maintenance Areas.

3) Reporting of performance targets and data

- a. DOT&PF performance targets will be reported to the FHWA. The MPOs will be notified via email when DOT&PF has reported final statewide targets.
- b. MPO performance targets will be reported to the DOT&PF MPO Coordinators.
 - i. For each target, the MPO will provide the following information no later than 180 days after the date DOT&PF reports performance targets to the FHWA, or the date specified by federal code.
 - 1. A determination of whether the MPO is 1) agreeing to plan and program projects so that they contribute toward the accomplishment of the DOT&PF performance target, or 2) setting a quantifiable target for that performance measure for the MPO's planning area.
 - 2. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
 - 3. Documentation of the MPO's target or support of the statewide target will be provided in the form of a resolution or meeting

minutes of the MPO submitted to the DOT&PF MPO Coordinators.

4. The MPO will identify within the TIP those projects which support the performance targets in accordance with 23 CFR § 450.326.
- c. DOT&PF will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
- d. MPOs will include information outlined in 23 CFR 450.324 (f) (3-4) in any metropolitan transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any transportation improvement program amended or adopted after May 27, 2018.
- e. MPOs will annually report their safety performance targets in the form of a resolution, or meeting minutes of the MPO, or System Performance Report update in accordance with 23 CFR 490.213. MPOs may also include progress toward targets in this annual update.
- f. Reporting of performance targets and data by DOT&PF and the MPOs shall conform to 23 CFR 490.

4) Collection of data

- a. The DOT&PF will be responsible for:
 - i. Safety: Collection of fatality and serious injury data on all public roads.
 - ii. Bridge & Pavement: Collection of condition data on the Interstate & Non-Interstate National Highway System.
 - iii. Travel Time: Download, evaluation and preparation of the National Performance Measure Research Data Set (NPMRDS), the speed and travel time data sets provided by FHWA.
 - iv. Congestion Mitigation and Air Quality: Annual Hours of Peak Hour Excessive Delay Per Capita, also known as PHED; Percent of Non-Single Occupancy Vehicle travel, also known as Non-SOV Travel; and Total Emissions Reduction.
- b. MPO will be responsible for the following:
 - i. Notify the DOT&PF if they choose to use their own performance or condition data and if they choose to start collecting data in response to the federal performance management requirements.
 - ii. If the MPO will be collecting their own data, the MPO will provide an annual update of performance data to the DOT&PF MPO Coordinators for integration into statewide performance reporting requirements.
 - iii. Collecting and recording data from the providers of public transportation represented by the MPOs.

I declare to the best of my knowledge and ability that we will adhere to the above requirements.

**Alaska Department of Transportation
and Public Facilities:**

X

(Sign and Date)

Ben White
Urban Planning Chief

Fairbanks Area Surface Transportation:

X

(Sign and Date)

Jackson Fox
FAST Executive Director

**Anchorage Metropolitan Transportation
Solutions:**

X

(Sign and Date)

Aaron Jongenelen
AMATS Executive Director

**MatSu Valley Planning For
Transportation:**

X

(Sign and Date)

Kim Sollien
MVP Executive Director

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS), FAIRBANKS AREA SURFACE TRANSPORTATION (FAST), AND MATSU VALLEY PLANNING FOR TRANSPORTATION (MVP)

1. **PURPOSE AND SCOPE.** The purpose of this MOU is to support a performance-based approach to the metropolitan transportation planning and programming process as specified in 23 USC 134 (h)(2), 23 USC 135(d)(2), 49 USC 5303(h)(2), 49 USC 5304(d)(2), 23 CFR 450.206(c), 23 CFR 450.314(h), and 49 CFR 613.
2. **RESPONSIBILITIES.** To the extent practicable, DOT&PF, AMATS, FAST, and MVP will work cooperatively to:
 - 2.1. Develop and share information related to transportation performance data.
 - 2.2. Select performance targets.
 - 2.3. Promptly report performance targets whenever a target is adopted or changed.
 - 2.4. Follow the specific procedures identified in the most current version of the Performance Planning Target Setting Procedures document. **See Attached**
3. **CONTRACTUAL OBLIGATIONS.** This MOU is not a legally binding agreement and creates no legally binding obligations for any party. Any party may, upon written notice, amend or discontinue its role outlined in the MOU. Because of this mutual desire to proceed, each party fully intends to make a good faith effort to achieve the goals described above, including working together to comply with federal and state laws.
4. **DATA SHARING.** The parties acknowledge that this MOU, as well as any data created, collected, stored, or received under the terms of this MOU, are considered public data, with the exception of personal information protected by law, and shall be openly shared between the two parties for carrying out the purposes of this federal mandate.
5. **EFFECTIVE DATE.** This MOU shall be effective when all appropriate signatures have been obtained by DOT&PF, AMATS, FAST, and MVP.
6. **MODIFICATION.** Any amendments to this MOU must be mutually agreed to in writing.
7. **TERMINATION.** The terms of this MOU may be terminated by any one of the signatory parties by giving 90 days written notice to each of the other parties. This MOU will remain in effect until terminated as provided in this clause, or until amended or replaced by a new MOU.

I concur with this Memorandum of Understanding

**Alaska Department of Transportation
and Public Facilities:**

X

(Sign and Date)

Ben White
Urban Planning Chief

Fairbanks Area Surface Transportation:

X

(Sign and Date)

Jackson Fox
FAST Executive Director

**Anchorage Metropolitan Transportation
Solutions:**

X

(Sign and Date)

Aaron Jongenelen
AMATS Executive Director

**MatSu Valley Planning For
Transportation:**

X

(Sign and Date)

Kim Sollien
MVP Executive Director

Grant Agreement
Between
the Matanuska-Susitna Borough
and
the MatSu Valley Planning for Transportation

This Grant Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2025, by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and **MatSu Valley Planning for Transportation** (hereinafter the "MVP"), for the purposes and subject to the terms and conditions set forth herein. NOW, THEREFORE, the parties agree as follows:

Section 1. Purposes.

The Matanuska-Susitna Borough Assembly accepted and appropriated a grant from the State of Alaska, Department of Commerce, Community and Economic Development in the Amount of \$1,000,000.00 via Ordinance Serial No. 23-100, and its accompanying Resolution Serial No. 23-115 and Informational Memorandum No. 23-231, to support the needs of MVP, the newly formed Metropolitan Planning Organization (MPO) within the Matanuska-Susitna Borough.

The Borough has the authority to expend Funds to carry out said powers.

The Borough has the authority to enter into this Agreement with MVP to carry out the purposes contained herein.

MVP represents and warrants it has the legal capacity to enter into this Agreement and carry out the purposes contained herein.

MVP acknowledges and represents that the Grant Funds are subject to restrictions by the State of Alaska and that it will handle, use, expend, account for and be responsible for the Grant Funds in accordance with applicable laws and standards pertaining to the Grant Funds.

MVP represents that it has a policy and practice of non-discrimination based on race, color, religion, national origin, sex, marital status, physical disability and age.

Section 2. Definitions.

In this Agreement:

A. The term "Grant Funds" also called "Funds" means the total sum as approved by the Borough Assembly.

B. The term "Project Completion" means completion of all contract duties by MVP under this Agreement and acceptance by the Borough.

C. The term "Project Report" means a complete description of the uses of the Funds including, but not limited to, equipment and materials purchased or partially purchased with Grant Funds, labor paid or partially paid with Grant Funds, improvements paid with or partially paid with Grant Funds and any other use of the Grant Funds.

Section 3. Agreement Documents.

A. The documents which make up this Agreement between the Borough and MVP consist of:

- 1) this contract, titled Grant Agreement,
- 2) the Metropolitan Planning Organization Support, Designated Legislative Grant Agreement #24-DC-021 between the State of Alaska and the Matanuska-Susitna Borough as approved in Ordinance Serial No. 23-100, and its accompanying Resolution Serial No. 23-115 and Informational Memorandum No. 23-231 (Exhibit A);
- 3) Metropolitan Planning Organization Support, Estimated Budget (Exhibit B); and
- 4) Insurance Requirements for Grantees (Exhibit C).

Section 4. Period of Performance.

This Agreement shall become effective upon the date noted on the first line of this Agreement. MVP's expenditure of all Funds awarded under this Agreement shall be completed by May 30, 2028. IF MVP needs to request an extension of this agreement a written justification must be provided to borough.grants@matsugov.us no later than November 1, 2027. The justification will then be provided to the state grants administrator for review and determination. The Borough will notify MVP of the states determination once it is received.

Section 5. Scope of Work.

MVP shall use the grant funding to complete the tasks as outlined in the Metropolitan Planning Organization Support, Estimated Budget (Addendum B), excluding any dues or fees paid directly to the State of Alaska, Department of Transportation and Public Facilities (the "Project").

Section 6. Payment.

A. Subject to the provisions of this Agreement, the Borough shall pay MVP up to \$1,000,000.00 for services outlined in the Metropolitan Planning Organization Support, Estimated Budget (Exhibit B), less any amounts paid or to be paid directly to the State of Alaska, Department of Transportation and Public Facilities. Fifty percent (50%) will be paid as an advance once MVP has completed their vendor forms and provided the required information.

B. This Grant Funds awarded under this Agreement are subject to and shall not exceed Funds lawfully appropriated for its purpose.

Section 7. Restrictions on use of Funds.

A. MVP shall not use the Funds to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

B. MVP shall not assign or transfer any interest in this Agreement.

C. MVP shall not, in the course of using the Funds provided in this grant, discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

D. MVP shall not use the Funds for any illegal or unlawful purpose and shall not use the Funds in violation of any State or Federal agency guideline as to their use.

Section 8. Records Accounting and Audits.

A. MVP shall utilize recognized professional accounting procedures in expenditure of Funds and in generating and retaining control documents necessary to allow subsequent audits.

B. MVP shall retain financial and other records relating to the performance of this Agreement for a period of six years and will allow, on request, an audit by the Borough or the State of Alaska of its expenditures of Funds made available to MVP under this Agreement and of transactions related to those expenditures.

Section 9. Insurance

A. The Grantee shall provide and maintain Insurance, with the applicable Coverage and Limits as described in Exhibit "C".

B. The Grantee will submit proof of insurance in a form acceptable to the Borough. Each policy, if insurance is required by this section, shall provide for no less than thirty days' advance notice to the Borough prior to cancellation. The Matanuska-Susitna Borough shall be named as an additional

insured for purposes of this grant on all liability insurance policies except worker's compensation and professional liability.

C. General liability and automobile policies shall be endorsed to waive all rights of subrogation against the Matanuska-Susitna Borough by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

Section 10. Award of Contracts by MVP.

A. MVP shall not permit the involvement of a person with a financial or other private interest in the contractor, or contract, to participate in the contract award or supervision. Any conflict of interest arising from the award of a contract shall be disclosed to the Borough prior to the contract award. The Borough shall not be liable for reimbursement to MVP for any contract awarded by MVP in violation of this subsection.

B. This section is intended solely to ensure that public Funds are expended responsibly and in the best interest of the public as a whole. It creates no rights or remedies in persons except for the Borough.

Section 11. Compliance with State Requirements.

In addition to any of the clauses of this Agreement, MVP agrees to comply with all of the conditions and obligations of the Borough contained in the grant agreement between the State of Alaska and the Matanuska-Susitna Borough (Designated Legislative Grant Agreement #24-DC-021).

Section 12. Final Project Report.

Not later than 90 days after completion of all other contract duties MVP shall submit a final report to the Borough in a sufficient form and with sufficient detailed information so that proper reports can be made by the Borough to any state, federal or other agency which may request such reports. The final report shall include all actual costs incurred, describe the work accomplished, and present any findings and recommendations for future consideration. This report shall be in a form satisfactory to the Borough.

Section 13. Review and Compliance.

The programs may periodically be reviewed by the Borough or the State of Alaska for compliance with this Agreement. A final review may take place upon completion of the Grant Period of MVP and before final closeout of the grant. Should inspection reveal non-compliance with this Agreement, MVP will be

solely responsible at its own cost and expense for bringing the programs into full compliance. If any Grant Funds are used out of compliance with the terms and conditions of this Agreement or used unlawfully, MVP shall be liable to the Borough for the amount improperly used and shall immediately pay the Borough that sum.

Section 14. Reserved.

Section 15. Indemnification.

A. MVP shall indemnify, defend, and hold and save the Borough, the State of Alaska, and Department of Commerce, Community, and Economic Development of the State of Alaska, and the aforementioned entities' elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, related to MVP's work on the Project, including costs, expenses, and attorney fees. MVP shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from MVP or MVP's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform under the Grant Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough, the State of Alaska, and Department of Commerce, Community, and Economic Development of the State of Alaska, and the aforementioned entities' agents which are said to have contributed to the losses, failure, violations, or damage. However, MVP shall not be responsible for any damages or claim to the extent the damages or claim was a result of the negligence or willful misconduct of the Borough, the State of Alaska, and Department of Commerce, Community, and Economic Development of the State of Alaska, and the aforementioned entities' agents. If there is no agreement of the parties as to the extent of the obligation under this section, MVP will provide full defense and indemnification until a final judgment of the court makes a determination as to the allocation of responsibility or other extents of the obligation.

B. If any portion of this clause is voided by a court of competent jurisdiction, the remainder of the clause remains enforceable.

C. The provisions of this clause survive termination or expiration of this Grant Agreement.

Section 16. Notice of Delays.

The Borough shall be notified should MVP encounter or anticipate difficulty in meeting this Agreement's requirements. The notice shall be in writing and include pertinent details of the delay. This provision shall not be construed as a waiver by the Borough of any delivery schedule or date or of any rights or remedies provided by law or under this Agreement.

Section 17. Agreement Changes.

MVP shall provide the Borough with adequate notice of proposed anticipated major changes to this Agreement. The proposed change will describe whether or not the cost or performance time is increased or decreased. MVP is responsible for fulfilling this Agreement until both MVP and the Borough can, in writing, determine what adjustments may be made and, in any case, such changes are subject to the approval of the Borough which is not assured.

Section 18. Contract not Affected by Oral Agreement.

Oral statement of any person shall not modify or otherwise affect this Agreement, the scope of work, or other terms and conditions as herein stated. All modifications to the Agreement must be made in writing by MVP to the Borough and, in any case, are subject to the approval of the Borough which may also require approval of the Borough Assembly.

Section 19. Defaults.

A. The Borough shall not be responsible, and the provisions of Section 14 apply should MVP fail to complete the provisions of this Agreement. Upon evidence of breach of this Agreement, the Borough may give a notice of default to MVP terminating the entire or any part of this Agreement thirty (30) days from the date the notice is mailed.

B. Upon termination of this Agreement in whole or in part, any unexpended Funds may be used by the Borough to settle any claim(s) and/or to complete the purposes of this Agreement; in doing so, the Borough may procure services similar to those terminated and MVP shall be liable to the Borough for any excess costs for such services; provided that MVP shall continue performance of this Agreement to the extent not terminated by this section.

C. MVP will be liable to the Borough for any claim(s) or outstanding liabilities of MVP or of the Borough as a result of the acts or omissions of MVP in default of this Agreement and shall be liable for the return of Funds not expended in accordance with the terms of this Agreement.

D. If MVP does not spend the provided Funds in accordance with the application and/or these Terms and Conditions, MVP will be liable for the return of all Funds and shall not be eligible to receive future funding.

Section 20. Additional Work.

No claim for additional Funds not specifically herein furnished to MVP shall be paid for by the Borough, provided, however, that MVP may at its own expense provide such other work as it may deem appropriate and consistent with the purposes and terms of this Agreement.

Section 21. Other Grants.

MVP's acceptance of this Agreement may affect its eligibility to participate in other State or Federal grant, loan, or assistance programs. Such impact and determination is solely the responsibility of MVP. The Borough is not providing, and cannot provide, advice or assurances about impact to, or eligibility upon, any other grant, loan, or assistance program by other entities. In the event Grant Funds are used for the purpose of providing "matching" Funds required in connection with any other project, facility or service of MVP supported by other federal, state or local monies, those grant funds shall be spent in compliance with contracts or grant agreements governing those other projects, facilities, or services in addition to the terms and conditions of this Agreement.

Section 22. Jurisdiction; Choice of Law.

Any civil action arising from this Agreement shall be brought in the Palmer Superior Court for the Third Judicial District of the State of Alaska at Palmer. The Law of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

Section 23. Non-Waiver.

The failure of the parties at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right of each party thereafter to enforce each and every protection hereof.

Section 24. Permits, Laws and Taxes.

MVP shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by MVP under this Agreement shall comply with all applicable Borough, state and federal statutes, ordinances, rules and regulations. MVP shall pay all taxes pertaining to its performance under this Agreement.

Section 25. Non-Discrimination.

MVP shall not, in the course of performing its duties under this Agreement, discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

Section 26. Relationship of the Parties.

MVP shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer this Agreement and monitor MVP's performance within this Agreement but shall not supervise or otherwise direct MVP except as provided herein.

Section 27. Integration.

The documents listed in Section 3 embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either oral or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates shown below:

Matanuska-Susitna Borough

**MatSu Valley Planning for Transportation
(MVP)**

Michael Brown
Borough Manager
Date: _____

Glenda Ledford
MVP Policy Board Chair
Date: _____

Exhibit "B"

Grant No. 24-DC-021 METROPOLITAN PLANNING ORGANIZATION SUPPORT \$1,000,000

Project Description: Funding will be used to support the formation of MatSu Valley Planning for Transportation (MVP) as the MPO for the Mat-Su Area, which includes providing start-up membership fees and annual dues for the State of Alaska ADOT&PF and hiring an Executive Director to manage the organization. Funding will also be used to provide the non-federal share for the Metropolitan Transportation Plan (MTP), the short-term Transportation Improvement Program (TIP), and related discretionary grant programs.

Proposed Timeline: Five years Beginning in FY2024 through FY2028

Estimated Project Budget		
1. ADOT&PF membership fee	\$280,970.00	
2. ADOT&PF annual dues for five years @ \$25,300 each	\$126,500.00	
3. 9.03% Non-Federal match for the MTP and TIP for two cycles. \$70,000 x 2=\$140,000	\$140,000.00	
4. Initial hiring of the executive director, office expenses, and meeting supplies prior to PL fund distribution	\$100,000.00	
Subtotal	\$647,470.00	
Additional Expenses		
5. Discretionary Grant Match at 9.03%	\$152,530.00	
6. Match for additional Plans non-motorized plan, road/rail plan, transit plans, safety plans, and freight plans	\$100,000.00	
7. Insurance D&O Insurance, liability insurance, payroll services, IT services, CPA audit, and tax return for year one	\$30,000.00	
8. Legal consultation for non-profit corporation setup, agreements, and MOU/MOA review	\$20,000.00	
9. Match reserve for special TIP projects nominated example, Mat-Su CVB Visitor Center Walkway	\$50,000.00	
Subtotal	\$352,530.00	
TOTAL BUDGET	\$1,000,000.00	
Less payments made to ADOT&PF	-\$161,321.00	As of 12/2024
REMAINING BALANCE	\$838,679.00	

Exhibit "C"
Insurance Requirements for MSB Grantees

Grantee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Grantee, his agents, representatives, employees, contractors or sub-Grantees.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Grantee confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

Some of the requirements below may not apply to the work being performed by the agency under this agreement and can be skipped, please contact the Borough's Risk Manager with any questions or concerns.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 (or most current state equivalent approved form) \$1,000,000 per occurrence which shall include but not be limited to:
 - Products and Completed Operations
 - Premises and Operations
 - Independent Contractors
 - Personal/Advertising Injury

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04 or most current state equivalent approved form) or the general aggregate limit shall be twice the required occurrence limit.

2. **Business Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Grantee has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with a combined single limits no less than \$1,000,000 per accident, for bodily injury and property damage.
3. **Workers' Compensation & Employee Liability:** as required by the State of Alaska, with Statutory Limits. Grantee shall carry Employers' Liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under the law, with limits of not less than:

\$1,000,000 Bodily Injury by Accident – Each Accident Limit
\$1,000,000 Bodily Injury by Disease – Policy Limit
\$1,000,000 Bodily Injury by Disease – Each Employee.

If the organization has no employees, please see the waiver request process listed under “other insurance provisions” below.

4. **Professional Liability (Errors and Omissions) and/or Medical Malpractice (*Only required of recipients whose normal operations include professional services*):** Insurance appropriate to the Grantee’s profession, with limit no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage. If written on a Claims Made Form: The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
5. **Medical Malpractice (*Only required of recipients whose normal operations include healthcare services*):** Insurance appropriate to the Grantee’s profession, with limit no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Any entity hired to perform healthcare services or any personnel providing direct/indirect patient care as a part of this Agreement shall maintain Medical Malpractice Liability coverage. If written on a Claims Made Form: The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
6. **Sexual Abuse and Molestation Liability (SAM) (*If the program includes direct supervision or regular contact with vulnerable populations; for example: children, special needs, impaired, and/or senior citizens*):** \$1,000,000 per claim. Sexual Molestation Liability coverage will be provided on a Claims Made Basis. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.

If the Grantee maintains broader coverage and/or higher limits than the minimums shown above, the Borough requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Borough.

Other Insurance Provisions

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

Additional Insured Status

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 the Grantee; products and completed operations of the Grantee premises owned, occupied or used by the Grantee or automobiles owned, leased, hired or borrowed by the Grantee. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees, and volunteers. General liability coverage can be provided in the form of an endorsement to the Grantee's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used; or most current state approved form or its equivalent). The name and address for Additional Insured endorsements and Certificates of Insurance is:

Matanuska-Susitna Borough
Attn: Finance/Risk Administration
350 E. Dahlia Ave.
Palmer, AK 99645

Primary Coverage

For any claims related to this contract, the Grantee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13(or most current state equivalent approved form) as respects the Borough, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Borough, its officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it. The Grantee's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any 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 shall result in immediate termination of the agreement.

Excess Insurance

Excess Liability policies are allowable to meet the minimum required limits if: the policies have coverage periods concurrent with primary policies; and, the excess policies follow the provisions of the underlying policies (follow form).

If excess insurance is used to meet limits, a copy of the applicable policies must be provided for review by the Borough Risk Manager. This is to ensure excess policies do not contain exclusion provisions that reduce coverages and limits.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the Borough.

Waiver of Subrogation

Grantee hereby grants to Borough a waiver of subrogation, which any insurer may acquire against the Borough, its officers, officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile and/or Workers' Compensation policies. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Borough has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Borough for all work performed by the Grantee, its employees, agents, and subcontractors.

Subcontractors

Grantee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor carrying the same lines of insurance as the Grantee, as applicable to the services being performed. Grantee shall ensure that Borough is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13 (most current state approved form or its equivalent).

Waiver Request

A request for a waiver for not carrying a specific type of required insurance must be made on official letterhead to the Grants Administrator, with appropriate supporting documentation if applicable, including a description of circumstances sufficient to show why compliance is impossible. Grantee shall submit: a) certificate of insurance; and b) a letter requesting a waiver if certificate does not show evidence of a particular required insurance. Upon review/evaluation from the Borough's Office of Risk Management, Grant Administrator will inform Grantee of the approval or denial of a waiver request, or request additional information or documentation as necessary.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Borough. The Borough may require the Grantee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Borough.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of Alaska with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Borough.

Verification of Coverage

Grantee shall furnish the Borough with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by

this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Borough before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee's obligation to provide them. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy. Grantee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. The Borough reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Borough reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

VERSION Submitted to FHWA/FTA 9/2/2024

Federal Planning Finding Tier 2, 1a Corrective Action

The DOT&PF must develop and implement processes and procedures for a continuing, cooperative, and comprehensive planning process that meets the requirements of 23 CFR 450.208. These documented procedures should also include the DOT&PF's role and responsibility for oversight of MPOs, and procedures for air quality conformity, Unified Planning Work Program development, MPO Certifications, STIP development, and other joint planning processes.

Commented [BW1]: Recommend that we give this a formal title as opposed to a response to a finding that we would need to check...

DOT&PF Response

To ensure DOT&PF meets the requirements of 23 CFR 450.208 as it relates to continuing, cooperative, and comprehensive [\(3C\)](#) planning with the State's Metropolitan Planning Organizations (MPOs), the following procedures have been developed. The actions described for each planning process are based in the guidance provided by federal and state regulations which are noted throughout. These corrective measures will be reviewed and revised based on annual input and discussion during the 3rd Quarterly MPO Coordination meeting of the year. The Department will rely on input from the MPO Executive Directors but will also seek input and adoption from the MPO technical advisory committee(s) and policy board(s). The intent is to incorporate these corrective measures into the DOT&PF Planning Manual.

For the purposes of this corrective action the MPO is the Policy Board of an organization created and designated to carry out the metropolitan transportation planning process through their respective operating agreements. Coordination with the MPO will involve MPO staff, the Technical Advisory Committees, and the Policy Boards.

To ensure effective structure and implementation of the continuing, cooperative, and comprehensive process it has been suggested that a calendar/timeline be developed to ensure that all parties have the necessary time to accomplish their obligations. All public comment periods must consider the MPO cycle of technical advisory committee and policy board meeting notices and agenda requests. The intent is to coordinate with the MPO Executive Directors and staff on calendar needs and to define this more clearly in the DOT&PF Planning Manual through narrative and visual (ex. Flowcharts).

MPO Oversight

- For each MPO in Alaska, a formal Operating Agreement as required by 23 CFR 450.314(a) exists that serves to provide the structure and process for continuing, cooperative, and comprehensive development and implementation of transportation plans and programs within the metropolitan planning areas. In accordance with 23 CFR 450.314(b) operating agreements are created by the individual MPOs and are approved by the MPO [Policy Board](#). State and providers of public transportation. They may be amended or updated through the processes outlined in CFRs or operating agreements as necessary. All existing MPO operating agreements provide DOT&PF with membership on their Policy and Technical Committees. DOT&PF also has representation on advisory committees in each MPO. These structures ensure that DOT&PF policies are considered through the 3C process and implemented in an integrated fashion within the MPOs, and a feedback mechanism exists in perpetuity. Within these operating agreements, statements of

Commented [KS2]: I don't think transit providers are reviewing the operating agreement unless they are on the policy board. Right?

cooperation and assistance between the MPOs and DOT&PF are made throughout as they relate to the development of planning documents. The procedures through which this collaboration occurs are described in the following sections.

- The future DOT&PF Planning Manual will define additional DOT&PF roles and responsibilities that are not specifically called out in the formal MPO Operating Agreements, Memorandums of Understanding, or by-laws, but that are necessary to implement the process for continuing, cooperative, and comprehensive development and implementation of transportation plans and programs within the metropolitan planning areas.

Funding and Financial Information

- DOT&PF will schedule an annual funds management meeting with Departmental fiscal and programming decisionmakers to provide the MPOs with available funding for programs they plan for/manage. DOT&PF will coordinate with the MPO executive directors to schedule this meeting.
- DOT&PF will schedule quarterly status update meetings to coordinate project/program development and funding needs, address current and anticipated revenue and expenditures, and inform the planning and programming of the STIP, PDP, and MPO TIPs.

Commented [KS3]: When will this be provided? As discussed at the MPO quarterly meeting we need to know early in the calendar year what our projected funding will be. Funding projections released to MPO's should have a date

MPO TMA Certification

- Transportation Management Area (TMA) certification reviews occur between the MPO and FHWA/FTA.
- The DOT&PF participates via Technical Committee (TC) and Policy Board (PB) committees, actively participating in the field review process, attending the certification meeting, and assisting with corrective actions and development of a plan of action.

MPO Self-Certification

- The MPO self-certification is done via the TIP submission and is addressed in the operating agreements. The DOT&PF is responsible for signing the self-certification after ensuring the requirements are met. This is done through participation in the TC and PB committees.

Commented [KS4]: We also outline our self-certification obligations in the UPWP

MPO Air Quality Conformity

- Two of Alaska's MPOs operate under Limited Maintenance Plans related to Alaska's Statewide Implementation Plan (SIP). This requires the MPOs to confirm the continued eligibility of their Limited Maintenance Area status and affirm that Transportation Control Measures required by the Alaska SIP continue to be implemented with each version of their TIP. To do so, with each TIP submission, MPOs include an air quality conformity report to establish a regional air quality conformity demonstration (if necessary). This air quality conformity demonstration follows methodologies approved by the MPO's Interagency Consultation Team (ICT). The ICTs consist of several agencies from the state and federal level, including DOT&PF. The DOT&PF's involvement in ICTs and conformity demonstrations is an example of the cooperative process agreed to in the MPO operating agreements.
- One MPO operates under the Serious Non-Attainment Area designation related to the SIP. In addition to the requirements under Limited Maintenance Plans, the MPO must engage in project level conformity determinations through the ICT. The DOT&PF participates in the ICT process similar to the Limited Maintenance Plans. DOT&PF typically assists with travel demand modeling in support of air quality modeling.
- Details and specific roles of the DOT&PF in ICT are documented in the MPO operating agreements.

MPO Metropolitan Transportation Plan, TIP, and Unified Planning Work Program

- MPOs ~~are responsible for developing and managing~~ develop and manage the MTP, TIP, and UPWP documents. DOT&PF's ~~role in supporting the~~ supports development of these work products ~~as described in each MPO's operating agreement, and includes~~ including development of project lists, providing financial data to ensure fiscal constraint, assisting in the application of scoring criteria, and other actions requested by the MPOs. These operating agreements incorporate development requirements outlined in 23 CFR 450.324 & 450.326.
 - Through the actions prescribed in the operating agreements and its membership in MPO committees, DOT&PF ensures that MPOs receive continuous support in creating and maintaining these fundamental documents.
- DOT&PF's role in the approval of MTPs, TIPs, and UPWPs ~~differs for each MPO and~~ is described in the operating agreements.
 - For MTPs, MPOs submit these directly to FHWA and FTA for approval. DOT&PF participates in the MTP development through the Technical and Policy Committees.
 - UPWP documents are routed through DOT&PF to FHWA and FTA to verify urban planning funding details per the state's responsibility under 23 USC § 104(d). UPWPs do not require DOT&PF approval.
 - Federal guidelines outline DOT&PF's role in approving TIPs and any associated modifications or amendments.
 - The following section describes DOT&PF's procedures for TIP and amendment approvals, annotated with the appropriate regulations.
 - Per 23 CFR 450.328(b): "After approval by the MPO and the Governor, the State shall include the TIP without change, directly or by reference, in the STIP...". The State is responsible for ensuring the sufficiency of the technical processes that MPOs utilize to execute the TIP revision elements described in 23 CFR 450.328(a). These elements are:
 - The ~~MPO~~, FHWA, and FTA have made a conformity determination for a TIP amendment including any non-exempt projects, or for a replacement TIP (if necessary),
 - Fiscal constraint within the TIP has been sufficiently demonstrated, and,
 - In revising the TIP, the MPO has used public participation procedures consistent with 23 CFR 450.316(a).
 - When DOT&PF confirms that the three criteria have been met, the TIP will be forwarded to the Governor or their designee with a recommendation to approve the TIP. DOT&PF then informs the MPO of this action in writing. If any issues are found, or further information is needed to verify the TIP's adherence to federal regulations, DOT&PF will contact the MPO in writing for clarification. In either case, DOT&PF will formally respond to the MPO ~~in a timely manner~~ within a reasonable time. In the event the Governor cannot approve an MPO's TIP, a letter outlining the cause will be sent to the MPO to ensure clarity and provide the MPO with direction to achieve approval.

Commented [dg5]: This section should address the need for DOT to provide adequate scope, schedules and estimates for all projects in the MTP and TIP (within the MPA). This includes projects in the MPA on the NHS routes. This is discussed under STIP development but in reality, these need to be provided for MTP and TIPs and associated amendments, not tied to STIP development.

Performance Based Planning Measures & Target Setting

- DOT&PF is committed to supporting MPO performance-based approaches to planning as required in 23 CFR 450.306(d) ~~and has a long-standing process to do so.~~ DOT&PF and MPO

coordination is documented in a Memorandum of Understanding for two of the MPO's at this time.

- Coordination between DOT&PF and MPOs begins when DOT&PF initiates an internal process of setting statewide performance targets as required in 23 CFR 490.105.
- Initial consultation meetings are held that include the MPOs, FHWA (and FTA when applicable), and other interested parties. During these meetings, DOT&PF provides an overview of the federal requirements, associated data, external factors, policy implications, and other critical information to inform the process. DOT&PF facilitates a discussion as to what appropriate targets would be and memorializes the process in notes, which are later distributed to all parties.
- A second meeting is held to finalize the targets ~~as well~~.
- After approval by the DOT&PF Commissioner, the performance measures are submitted to the MPOs for their consideration of inclusion in their planning documents as described in 23 CFR 450.306(d)(2) & (d)(4).

Commented [KS6]: Should we adjust this sentence since MVP will be reviewing an approving signing on to the MOU at our April Meeting?

STIP Development and Amendment(s)

The following section describes the DOT&PF's STIP Development process and ~~delineates the Department's DOT&PF's~~ procedures to satisfy the requirements for MPO cooperation as described in 23 CFR 450.218. ~~This section will also describe DOT&PF's process for addressing amendments to the STIP as well.~~

Commented [KS7]: At the MPO Quarterly meeting in February we outlined a rough calendar for STIP and STIP Amendments that would allow the MPOs to run MTP and TIP changes through our public involvement and committee process. This timeline should be included here.

• Data Collection and Initial Planning

- Establish criteria for prioritizing projects ~~as needed. Project prioritization criteria development would be coordinated with the MPOs to ensure consistency with their project prioritization criteria.~~
 - ~~DOT&PF will solicit nominations of projects for inclusion into the STIP from MPOs in accordance with the direction given in 17 AAC 05.160. MPOs will be given 30 days to submit nominations and any comments regarding evaluation criteria.~~
- ~~DOT&PF will provide the MPOs with a prioritized list of DOT&PF prioritized projects within the MPO boundary. DOT&PF projects using federal funds within the MPO boundary needs to be consistent with the list provided in the approved Metropolitan Transportation Plan (MTP), unless priorities have changed, which may require an amendment to the MTP.~~
- Prior to the development of a STIP or amendment DOT&PF will coordinate with the MPO ~~to c~~collect and review ~~necessary~~ transportation projects and programs ~~from all MPOs that would need to be incorporated into the STIP.~~
- Evaluate project proposals for alignment with statewide transportation goals, ~~consistency with the MTP and other guiding plans and~~ planning priorities, and federal and state strategic objectives.

Commented [dg8]: This list should be provided in a timely manner so that the MPO can amend the MTP or TIP in a timely manner. This includes the necessary public involvement relevant to the amendment.

• Project Prioritization and Selection

~~Project prioritization within the MPO boundary will be done collaboratively with the MPO during the development of the MTP. During the development of a STIP (or STIP amendment) coordination there may be need to introduce projects that have not been previously included in the MTP. Project prioritization and selection would start with the DOT&PF providing a list of prioritized projects to the MPO to ensure consistency with the MTP.~~

- ~~Project prioritization would be incorporated into the MTP process – DOT&PF will provide a list of projects within the MPO boundary for incorporation into the MTP.~~
- ~~Projects would be prioritized projects through a collaborative process involving DOT&PF, MPOs, and other stakeholders. DOT&PF and the MPO Executive Directors will collaboratively review the prioritization criteria prior to scoring and ranking projects. Any~~

Commented [dg9]: Awkward sentence.

Commented [dg10]: Prioritization of projects is based on the criteria established and approved by the Policy Board based on the Technical Committee's recommendation. DOT already participates in that effort. There is no need for a separate process between the DOT and Eds. The Policy Board approves the criteria. I recommend deleting this sentence.

updates or modifications to the prioritization criteria would be analyzed and approved by the MPOs prior to scoring and ranking projects.

- o For DOT&PF project prioritization scoring and ranking of projects within programs that require the use of a Project Evaluation Board (PEB) (ex. State of Good Repair, Community Transportation Program, etc.) the MPO executive directors will be invited to participate when applicable and will be given notice per 17 AAC 05.175(k).
 - Results of a PEB will be provided to the MPO for informational purposes. When a project evaluation board (PEB) meeting takes place, MPOs will be given notification at least 14 days prior to the meeting per 17 AAC 05.175(k).

- **Financial Plan Development**

The Department is committed to working with the MPOs when it comes to developing financial plans and ensuring that the development of our plans are fiscally constrained. To do this DOT&PF will provide current and updated fiscal constraint tables and financial plan information with ample time to review in advance of STIP development. Consideration for discussion and action by the MPO needs to be built into the review process.

- o DOT&PF in coordination with the MPOs will develop a comprehensive financial plan that details funding sources, projections, and allocations for the prioritized projects over the period of the STIP.
- o To ensure fiscal constraint DOT&PF will provide the MPOs with anticipated revenue forecasts (see below) prior the development of a STIP or TIP.
- o DOT&PF will coordinate with the MPO in review of the TIP to ensure that it is fiscally constrained and consistent with the financial plan, meaning that the STIP includes only those projects that can be implemented with current or reasonably anticipated funding.
 - the Commissioner will consult with MPOs regarding the level of federal financing allocated under the CTP and TRAAK Program to MPOs per 17 AAC 05.155(b). DOT&PF will also provide a summary of existing/ongoing project funding obligations in the current STIP that will result in expenditures in the new STIP on a statewide basis, as well as projections for funding availability over the next four years in the new STIP on a statewide basis. When a determination of financing is made, the Commissioner will notify the MPOs of their allocation, along with an explanation of how the criteria described in 17 AAC 05.155(b) was used to reach the determination.

- **Revenue Forecast**

- o The Commissioner will consult with MPOs and then provide written determination regarding the level of federal financing allocated under available programs to MPOs per 17 AAC 05.160 and provide an explanation of how the criteria described in 17 AAC 05.155(b) was used to reach the determination. The target for this is within 30 days of an apportionment memo.
- o DOT&PF will also provide a summary of projections for funding availability over the next four years in the new STIP on a statewide basis.
- o The DOT&PF will engage with the MPOs annually to discuss revenue forecast.

- **Draft STIP PreparationDevelopment**

DOT&PF sponsored projects within the MPO boundary are no longer called out individually in the STIP. These projects are to be included in the TIP. Amending the MTP should be done earlier under the "project prioritization and selection" section to ensure timelines can be met.

- o DOT&PF will compile all prioritized projects along with their funding and scheduling details into a draft STIP document.

- Project lists within the MPO boundary will be evaluated for consistency with the MTP and TIP. MPOs will be provided with a list of projects to be included in the STIP. Consideration for discussion and action by the MPO needs to be built into the review process.
 - o DOT&PF will include all necessary funding details, scopes, schedules, and Year of Expenditure (YOE) cost estimates.
 - DOT&PF staff will collaborate with MPOs to ensure all State-sponsored projects included in the Draft STIP are consistent with the MPO's MTP and TIP. Sufficient time will be provided to each MPO to consider amending their MTP and TIP to include any newly identified projects (not currently in MTP) selected by ~~the Project Evaluation Board~~ DOT&PF for inclusion into the new STIP.
 - o The MPO's will provide the most up to date TIP(s) ~~to be~~ are incorporated int the STIP by reference.
 - DOT&PF will provide the MPOs with a draft version of the STIP prior to the release of the document for public and interagency review. Consideration for discussion and action by the MPO needs to be built into the review process.
- **Interagency and Public Review**
 - o DOT&PF will coordinate the timing of ~~During~~ the 45-day public comment period with the MPOs to ensure sufficient time to circulate the draft STIP among federal, state, and local agencies for technical review.
 - MPOs will be notified of all public meetings soliciting comments on the STIP as described in 17 AAC 05.160(e)&(g).
 - DOT&PF will present the draft STIP to the MPO with consideration for discussion and action by the MPO in the review process.
 - o Conduct public outreach sessions, workshops, and leverage online engagement platforms to solicit feedback from community members, stakeholders, and interest groups.
- **Incorporation of Feedback and Revisions**
 - o DOT&PF will ~~a~~ analyze feedback received during the review period to identify necessary changes or adjustments to projects and programs in the STIP.
 - o DOT&PF will coordinate with the MPO on feedback received on projects within the MPO boundary.
 - o DOT&PF will ~~r~~ revise the draft STIP accordingly, addressing concerns raised and improving the plan's alignment with community and stakeholder expectations.
 - The ~~final draft~~ STIP will be presented to the MPOs, detailing relevant comment adjudications and changes from the original draft.
- **Final Approval and Adoption**
 - o The DOT&PF Commissioner on behalf of the Governor of Alaska will submit the revised STIP for approval by FHWA and FTA.
 - o Upon receiving all necessary approvals, formally adopt the STIP and announce its adoption through official channels.
 - Within 10 days of USDOT approval of a final STIP, MPOs will be given notice of its adoption per 17 AAC 05.180(b).

STIP Amendment(s) and Modification(s)

- o DOT&PF will ~~r~~ regularly review the STIP to assess the need for amendments or modifications due to changes in project scopes, funding levels, or unforeseen circumstances.

Commented [dg11]: This is also stated in the next paragraph.

Commented [KS12]: We might need to document who will reach out to the MPO's to notify us of a STIP or Amendment release since we are not being formally notified at this time.

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Commented [KS13]: Due to new or eliminated projects, changes in project scopes etc...

- o DOT&PF and the MPOs will coordinate regarding changes to the TIP that may require a STIP amendment.
- o DOT&PF will follow the approved amendment and administrative modification process, including public and interagency review, for any significant changes to the projects listed in the STIP. Consideration for discussion and action by the MPO needs to be built into the review process.
 - Notification of MPOs regarding the amendment of the State's STIP will occur as directed in 17 AAC 05.195(d). DOT&PF will provide notice of a proposed major amendment to the STIP to any the MPOs affected by the amendment of the STIP. In the notice, DOT&PF will describe the amendment and the impact of the amendment upon the STIP, will solicit comments regarding the amendment, and will provide for a comment period on the proposed amendment of the STIP of not less than 30 days after the publication of the notice.
 - Within five days of USDOT approval of a STIP amendment, MPOs will be given notice of its adoption per 17 AAC 05.195(e).

Other Joint Planning Efforts (e.g. LRTP)

- Planning efforts within the MPO boundary or with potential impacts to the MPO will be coordinated with the MPOs.
- The actions delineated below serve as DOT&PF's procedure for MPO coordination as described in 23 CFR 450.216.
 - o Before substantial efforts to update joint planning elements such as the LRTP occur, MPOs will receive a formal notice of DOT&PF's intent to update the plan as required under 17 AAC 05.135(a)(2) that includes an invitation to participate in a public review group as described in 17 AAC 05.140. This notice will include a request and provide a means for feedback in accordance with 17 AAC 05.135(c)(2).
 - o MPOs will be notified of all public meetings soliciting comments on the plan as described in 17 AAC 05.140(d) and 17 AAC 05.145(b).
 - o To meet the requirements of 17 AAC 05.145, MPOs will receive a notice of the public comment period along with a means to access the draft plan three days before the beginning of the 45-day public review and comment period.
 - o Once the plan is officially adopted by the DOT&PF Commissioner, MPOs will receive a notice of the action within 15 days per 17 AAC 05.150(b).
 - o All notifications described in this section will be instigated by the plan update project manager and routed through the appropriate DOT&PF MPO Coordinator.



MatSu Valley Planning *for* Transportation Metropolitan Planning Organization

Date: July 16, 2024
To: MVP Policy Board
RE: Program of Projects

Attached is MVP's Program of Projects that was developed in consultation with the State of Alaska Department of Transportation and Public Facilities' MVP Transportation Planner and with advisement of the Technical Committee on July 9, 2024.

The following are the assumptions that were made during the development of the Program of Projects:

1. Due to the delay in the STIP Amendment approval, MVP will not be able to obligate its sub-allocations for FFY24 and expects these sub-allocations to be transferred to FFY25.
2. The MVP sub-allocations are as follows:
3. Surface Transportation Block Grant Program (STBG)
 - a. FFY24 \$7,208,849 Carryover from FFY24 to FFY25: \$7,208,849
 - FFY25 \$7,425,115
4. Transportation Alternative Program (TAP)
 - a. FFY24 \$426,760 Carryover from FFY24 to FFY25: \$426,760
 - b. FFY25 \$439,563
5. Carbon Reduction Program (CRP)
 - a. FFY 24 \$775,163: Transferred to STBG and carried over to FFY25
 - b. FFY25 \$798,418: Transferred to STBG and carried over to FFY25
6. Congestion Mitigation Air Quality Program (CMAQ)
 - a. FFY24 \$727,800: Transferred to STBG and carried over to FFY25
 - b. FFY25 \$749,364: Transferred to STBG and carried over to FFY25
7. To expedite the obligation of the FFY 25 – 27 MVP Improvement Program, the State will pay the non-federal share for the design phase only.
8. The State will fund the non-federal share of the Advance Project Definition project.
9. MVP plans to carryover\$ 2,798,070 to FFY26 or modify this program under a future STIP amendment.
10. Transit funding breakdown between Valley Transit and ARRC is currently unknown; awaiting split letter from the state.
- 11. Commitment to fund additional phases of any of the capital projects is solely dependent on the development of the TIP and the priorities established by the Policy Board. **Nothing in this program commits the Policy Board to future funding on the projects included herein in FFY26 or FFY27.****

**MVP for Transportation
Program of Projects Draft Approved 07.16.2024**

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NID	IRIS	Project Description	Fund Code	Phase	FFY24	FFY25	FFY26	FFY27	Beyond	
34531		MVP Advance Project Definition	STBG	Planning		\$ 181,940.00				
		This project will provide funding for the development of SSEs for projects nominated to the MVP for the Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP). SSEs are completed by the Alaska DOT&PF staff at the request of MVP.	SM			\$ 18,060.00				
Project Total					\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	
34251		Inner and Outer Springer Loop Separated Path (TAP Award 2023) This project will construct a paved non-motorized pathway adjacent to one side of Inner Spring Road and Outer Springer Road extending from the Glenn Highway to Cope Industrial Way for a length of 6,000 feet. This project was selected in the 2023 DOT&PF Transportation Alternatives Program solicitation.	TAP	Design		\$ 187,744.00				
			3PF			\$ 18,636.10				
			3PF	Right-of-Way						
			3PF	Utilities						
			3PF	Construction						
Project Total					\$ -	\$ 206,380.10	\$ -	\$ -	\$ -	
34342		Bogard Road Safety and Capacity Improvements (Parent) (CTP Award 2023) This project will upgrade Bogard Road between Truck Road and Gumman Circle to an arterial highway standard to address safety and capacity issues. The project will construct pathway and will provide safety and capacity improvements which may include: roundabouts, raised median, widened shoulders, turn lanes, addressing access management issues, improving intersections, as necessary, providing an improved clear zone, drainage, and signage. This project was selected in the 2023 DOT&PF Community Transportation Program (CTP) solicitation. Two separately awarded 2023 CTP projects and two separately awarded HSIP projects are being combined into a parent/child grouping to better coordinate design and construction. The full project length is Bogard Road from Trunk Road to Grumman Circle.	STBG	Design		\$ 2,274,250.00				
			SM			\$ 225,750.00				
			3PF	Right-of-Way						
			3PF	Utilities						
3PF	Construction									
Project Total					\$ -	\$ 2,500,000.00	\$ -	\$ -	\$ -	

**MVP for Transportation
Program of Projects Draft Approved 07.16.2024**

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NID	IRIS	Project Description	Fund Code	Phase	FFY24	FFY25	FFY26	FFY27	Beyond	
34532		FFY25 - 27 MVP Improvement Program Perform gravel or asphalt surface maintenance and preservation activities on roads, sidewalks, and pathways. Work may also include new or upgraded illumination, signing, striping, storm drains, and intersection improvements including nonmotorized crossings, as well as ADA upgrades to sidewalks and curb ramps. <i>State pays the design match and local governments pay construction match, per agreement.</i>	STBG	Design		\$ 909,700.00				
			SM			\$ 90,300.00				
			SM							
			STBG	Construction						
			3PF							
Project Total					\$ -	\$ 1,000,000.00	\$ -	\$ -		
6234		Palmer-Fishhook Separated Pathway: Trunk Road to Edgertonb Parks Road (TAP Award Construct a pedestrian/bike pathway along Palmer-Fishhook Road from Trunk Road to Edgerton Parks Road. This project was selected in the 2023 DOT&PF Transportation Alternatives Program solicitation.	STBG	Design		\$ -				
			3PF			\$ 312,970.00				
			TAP			\$ 595,438.00				
			STBG	Right-of-Way						
			3PF							
			STBG	Utilities						
			3PF							
			STBG	Construction						
			3PF							
			Project Total					\$ -	\$ 908,408.00	\$ -
34243		Seldon Road Reconstruction: Wasilla-Fishhook Road to Snowgoose Drive (Parent) (CTP Award 2023) This project will upgrade Seldon Road, between Wasilla-Fishhook and Lucille Street, to an arterial highway with a separate pathway to address geometry, safety and capacity issues. This project was selected in the 2023 DOT&PF Community Transportation Program solicitation. Two separately awarded 2023 CTP projects are being combined into a parent/child grouping to better coordinate design and construction (34243 and 34242).	STBG	Design		\$ 2,871,000.00				
			3PF			\$ 319,000.00				
			STBG	Utilities						
			SM							
			STBG	Construction						
			SM							
Project Total					\$ -	\$ 3,190,000.00	\$ -	\$ -	\$ -	
34595		MVP Pavement Management Plan The plan would include automated collection of pavement condition (smoothness, rutting, and cracking) on within the MPA using Road Surface Profiling (RSP) equipment consisting of distance measuring instruments, accelerometers and a Laser Crack Measurement System (LCMS) to provide high definition 3D profiles and 2D images of the road surface. Data collected will be documented in GIS format and in a written report that will prioritize improvement projects.	STBG	Planning		\$ 181,940.00				
			3PF			\$ 18,060.00				
								\$ 200,000.00	\$ -	\$ -
34404		MVP Planning Office Funding for the MVP Planning Office which supports delivery of the MVP's Unified Planning Work Program.	STBG	Planning		\$ 181,940.00				
			3PF			\$ 18,060.00				
		Project Total				\$ 200,000.00	\$ -	\$ -	\$ -	

**MVP for Transportation
Program of Projects Draft Approved 07.16.2024**

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NID	IRIS	Project Description	Fund Code	Phase	FFY24	FFY25	FFY26	FFY27	Beyond
34654		MVP Sign Management Plan	STBG	Planning		\$ 363,900.00			
		Devise and implement a system to assess all traffic signs within the Metropolitan Area Boundary on a regular basis and ensure they are maintained and replaced as needed to improve visibility and increase road safety. Use the sign assessment to track sign data and to maintain a minimum retroreflectivity level of all signs to increase their visibility at night.	3PF			\$ 36,100.00			
Project Total					\$ -	\$ 400,000.00	\$ -	\$ -	
34655		MVP Streetlight Intersection Management Plan	STBG	Planning		\$ 363,900.00			
		Conduct an inventory of all the streetlights within the Metropolitan Planning Area boundary and develop a plan for converting the lights to LED. Examine each intersection to determine any additional lighting system work as required for electrical code compliance and proper operation of the LED fixtures. Additional work may include replacement of frayed wiring, grounding of light pole bases, repair of electrical connections, troubleshooting of lighting or load center circuitry and other repairs.	3PF			\$ 36,100.00			
Project Total					\$ -	\$ 400,000.00	\$ -	\$ -	
34302	CFHWY00622	Wasilla-Fishhook Road E Seldon to Tex-Al Drive	STBG	Construction		\$ 7,641,480.00			
		The proposed project will reclaim the existing pavement structure in place, overlay with new pavement, and apply pavement markings to the roadway. Guardrail,roadway shoulder repairs, drainage improvements, sign replacements, and grubbing will be included as necessary. The project is working to extend the service life of Wasilla Fishhook Road, reduce ongoing maintenance costs, and adjust ditch grading and culverts such that the roadway will have proper drainage.	SM			\$ 758,520.00			
Project Total					\$ -	\$ 8,400,000.00	\$ -	\$ -	\$ -

**MVP for Transportation
Program of Projects Draft Approved 07.16.2024**

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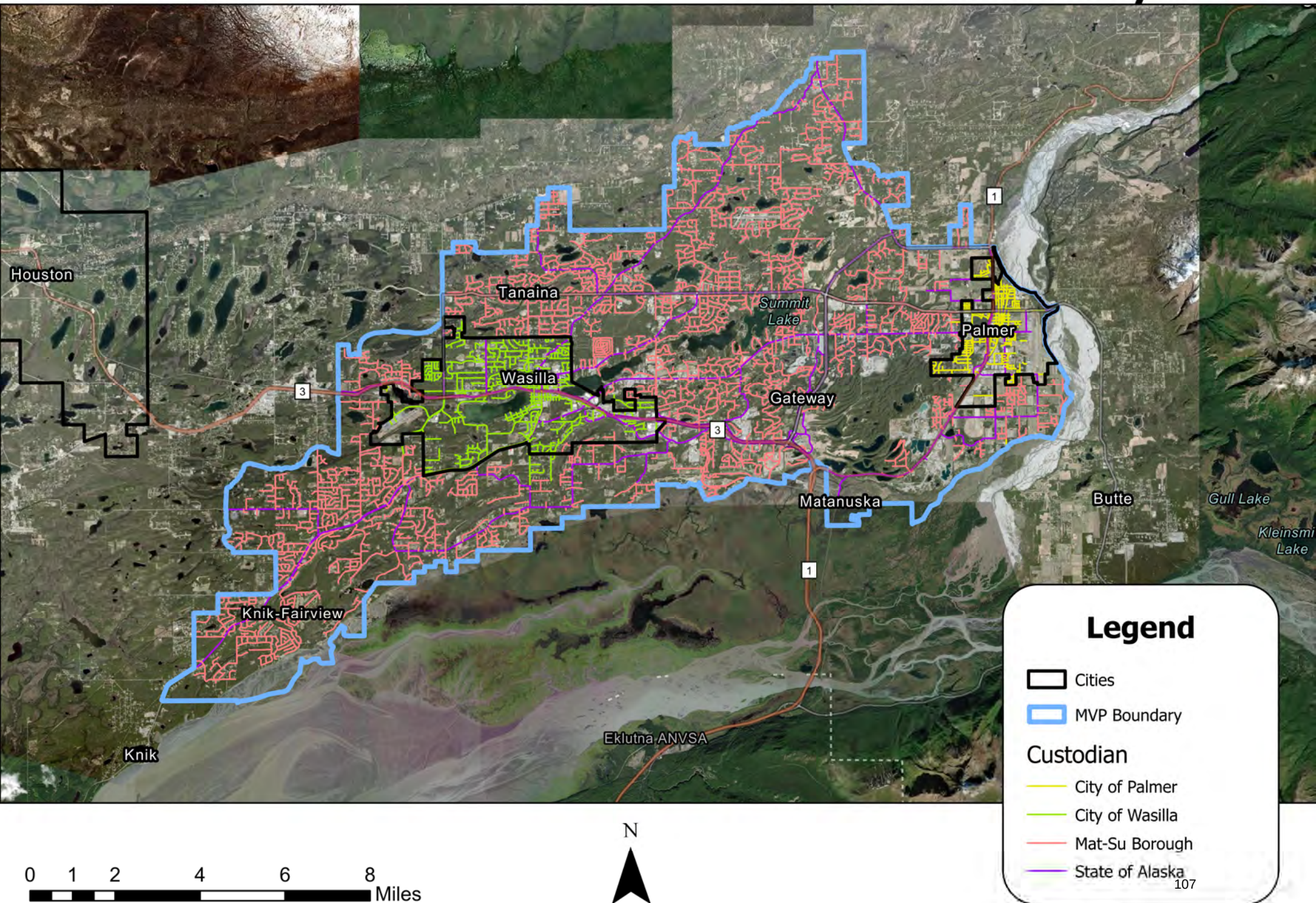
NID	IRIS	Project Description	Fund Code	Phase	FFY24	FFY25	FFY26	FFY27	Beyond
Funding (Revenue) Summary									
Surface Transportation Program Block Grant Program (includes CRP and CMAQ Flex) Transportation Alternative Program			STBG		\$ 8,711,812.00	\$ 17,684,979.00	\$ -	\$ -	
			TAP		\$ 426,760.00	\$ 866,323.00	\$ -	\$ -	
			Subtotal		\$ 9,138,572.00	\$ 18,551,302.00	\$ -	\$ -	
			Total Carryover		\$ (9,138,572.00)				
			CRP funds transferred to STBG, \$775,163 and \$1,573,581; transferred FFY24 to FFY25. CMAQ Flex funds transferred to STBG, \$727,800 and \$749,634; FFY 24 transferred FFY25. STBG funds \$7,208,849 and \$7,425,115 in FFY 24 and 25						\$ -
							\$ -	\$ -	
Match Total					\$ -	\$ -	\$ -	\$ -	
Available Funding (Revenue) Total					\$ -	\$ 18,551,302.00	\$ -	\$ -	
Projected Obligations Summary									
Fund Code Description			Fund Code		2024	2025	2026	2027	
Federal Summary									
Surface Transportation Program Block Grant Program (includes CRP and CMAQ Flex) Transportation Alternative Program			STBG		\$ -	\$ 14,970,050.00	\$ -	\$ -	
			TAP		\$ -	\$ 783,182.00	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	\$ -	
Federal Subtotal					\$ -	\$ 15,753,232.00	\$ -	\$ -	
Federal Match Summary									
State Match			SM		\$ -	\$ 1,092,630.00	\$ -	\$ -	
Local Government Match (currently all MSB)			3PF		\$ -	\$ 758,926.10	\$ -	\$ -	
Match Subtotal					\$ -	\$ 1,851,556.10	\$ -	\$ -	
Grand Total					\$ -	\$ 17,604,788.10	\$ -	\$ -	

**MVP for Transportation
Program of Projects Draft Approved 07.16.2024**

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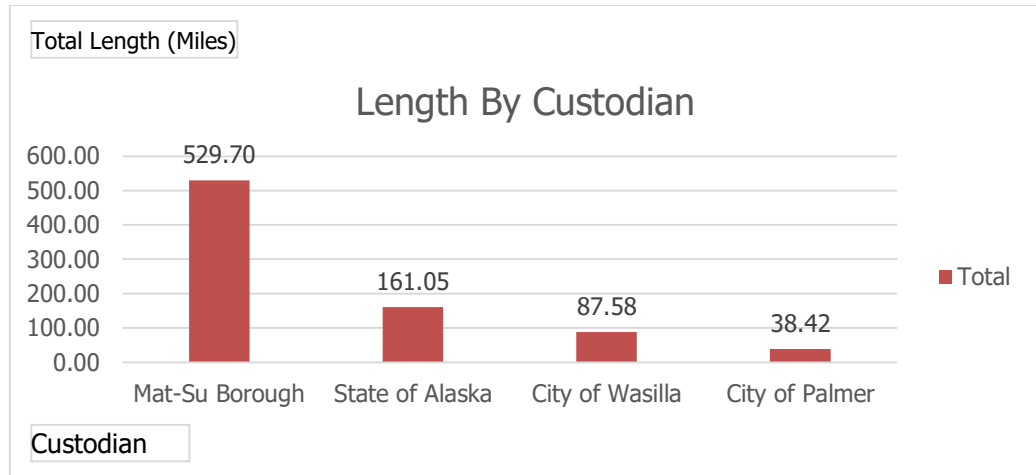
NID	IRIS	Project Description	Fund Code	Phase	FFY24	FFY25	FFY26	FFY27	Beyond
FTA Projects within MSB MPO Planning Boundary									
Need ID	Project Description		Fund Code	Fund Type	FFY24	FFY25	FFY26	FFY27	Beyond
	Urbanized Area Formula Grant - Valley Transit		FTA	5307	\$ 1,845,938.00	\$ 1,282,162.00			
	Transit operating assistance		Match		\$ 1,845,938.00	\$ 1,282,162.00			
	Project Total				\$ 3,691,876.00	\$ 2,564,324.00	\$ -	\$ -	
	Urbanized Area Formula - ARRC		FTA	5307	\$ -	\$ -	\$ -	\$ -	
	State of Good Repair rehabilitation and replacement activities		Match	ARRC	\$ -	\$ -	\$ -	\$ -	
	Project Total				\$ -	\$ -	\$ -	\$ -	
	Enhanced Mobility for Seniors & Individuals with Disabilities		FTA	5310	\$ 128,944.99	\$ 54,136.00			
			Match		\$ 128,944.99	\$ 54,136.00			
	Project Total				\$ 257,889.99	\$ 108,272.00	\$ -	\$ -	
	State of Good Repair		FTA	5337	\$ 1,325,232.00	\$ 245,589.00			
	Provides capital assistance for maintenance, replacement and rehabilitation projects of high-intensity fixed guideway and motorbus systems to help transit agencies maintain assets in a state of good repair. Eligible for Transit Asset Management Plans.		Match		\$ 1,325,232.00	\$ 245,589.00			
	Project Total				\$ 2,650,464.00	\$ 491,178.00	\$ -	\$ -	
	Bus and Bus Facilities		FTA	5339	\$ 70,423.73	\$ 40,502.00			
	Provides funding to states and transit agencies through a statutory formula to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities.		Match		\$ 70,423.73	\$ 40,502.00			
	Project Total				\$ 140,847.46	\$ 81,004.00	\$ -	\$ -	

Road Maintenance: MVP Boundary

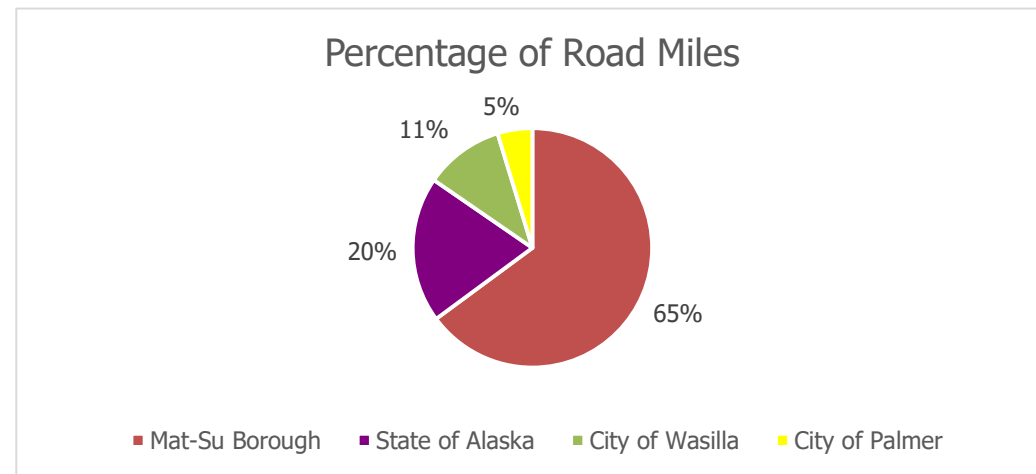


Road Miles Maintained within MVP Boundary

Custodian	Total Length (Miles)
Mat-Su Borough	529.70
State of Alaska	161.05
City of Wasilla	87.58
City of Palmer	38.42
Grand Total	816.75

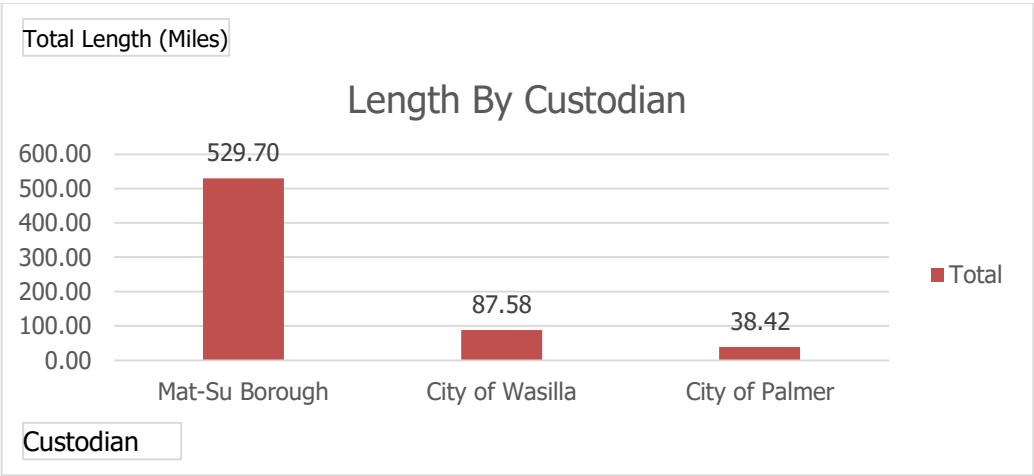


Custodian	Percentage of Road Miles
Mat-Su Borough	65%
State of Alaska	20%
City of Wasilla	11%
City of Palmer	5%

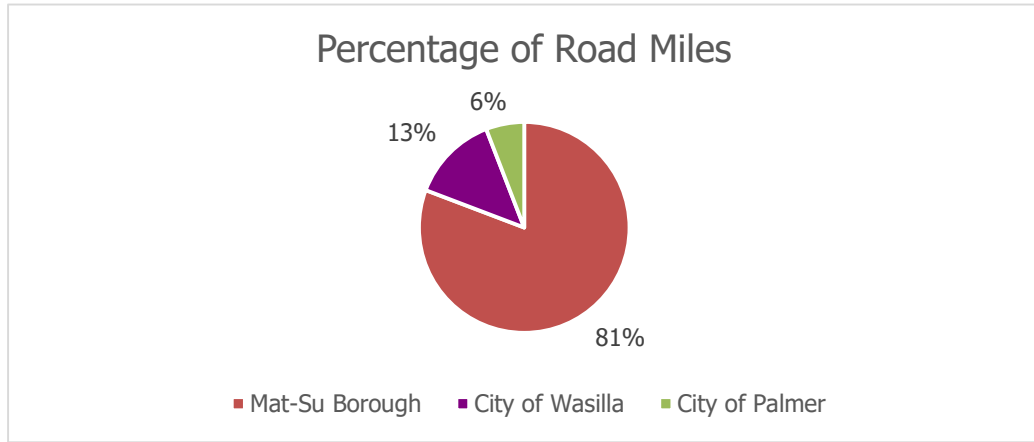


Road Miles Maintained within MVP Boundary (Less DOT&PF)

Custodian	Total Length (Miles)
Mat-Su Borough	529.70
City of Wasilla	87.58
City of Palmer	38.42
Grand Total	655.70



Custodian	Percentage of Road Miles
Mat-Su Borough	81%
City of Wasilla	13%
City of Palmer	6%





MatSu Valley Planning for Transportation Metropolitan Planning Organization

Date: March 19, 2025

To: STIP Team c/o Deputy Commissioner Keith
Alaska Department of Transportation & Public Facilities
P.O. Box 112500
3132 Channel Drive
Juneau, Ak 99811-2500

Subject: STIP Amendment #2 Draft released on February 14th – MVP Policy Board Questions and Comments

MVP staff reviewed the STIP Amendment #2, including the narrative, allocation tables, fiscal constraint tables, and the Dashboard. After a thorough review, questions about MVP's suballocations were identified. MVP staff requested the STIP Team attend the March 11th Technical Committee meeting to answer our questions, but as of March 10th, no one from the STIP Team responded to the request. These questions were presented to the MVP Technical Committee on March 12th. The Technical Committee recommended that the Policy Board submit MVP's question to Alaska DOT&PF during the STIP Amendment #2 comment period. The MVP Policy Board approved submitted comments to the STIP team at the March 19th policy board meeting.

MVP Questions Regarding Amendment #2:

1. Suballocation Accounting:

Based on MVP's review of the suballocations for Surface Transportation Block Grant (STBG), Carbon Reduction Program (CRP), and Transportation Alternatives Program (TAP) for FFY24 and FFY25 it is hard to tell if MVP's funding is being utilized the way the policy board approved. Please provide MVP with a list of projects that MVP's 50-200 funding is allocated to by fiscal year.

**See Program of Projects for MVP's preferred allocations.*

2. Carryover Funds:

In MVP's Program of Projects, MVP requested that all FFY24 funding be carried over to FFY25. However, the narrative does not show any of MVP's STBG, CRP, and TAP funds being carried over to FFY25. Could the STIP Team provide an explanation for this discrepancy?

Visit www.mvppmo.com

Policy Board Members

Bob Charles, Knik Tribe • Mayor Edna DeVries, MSB • Mayor Glenda Ledford, City of Wasilla • Brian Winnestaffer, Chickaloon Native Village • Mike Brown, MSB • Sean Holland, DOT&PF • Mayor Steve Carrington, City of Palmer10



MatSu Valley Planning for Transportation Metropolitan Planning Organization

STIP Amemdment 2				
2.14.2025				
STBG	Narrative	Carryover	Fiscal Constraint	Demonstration
FFY24	\$7,208,849	zero	\$7,663,659	Different amounts
FFY25	\$7,425,115		\$2,758,354	Different amounts
FFY26	\$7,647,868		\$0	What happened to FY26 funding
FFY27	\$7,877,304		\$7,877,304	

CRP	Narrative	Carryover	Fiscal Constraint
FFY24	\$775,163	zero	\$775,163
FFY25	\$798,418		\$798,418
FFY26	\$822,371		\$822,371
FFY27	\$847,042		\$847,042

TAP	Narrative	Carryover	Fiscal Constraint
FFY24	\$426,760	zero	\$251,819
FFY25	\$439,563		\$426,760
FFY26	\$452,750		\$452,750
FFY27	\$466,332		\$466,332

3. Community-Driven Projects:

The fiscal constraint tables list ten projects with a STIP ID 34393, titled “**Community-Driven Projects: MVP MPO.**” Can the STIP Team provide a definition of a community-driven project? There is a definition in the narrative but it does not seem to match how these projects are listed in the Amendment.

Example: From the Fiscal Constraint Tables

Transportation Alternatives Program (TAP) Population 50-200K MVP	34393: Community-Driven Projects: MVP MPO \$466,332
--	---

4. 5307 Urban Transit Funding:

The fiscal constraint table shows in FFY25 5307, \$460,000 of Urban Transit funding is being allocated to the Alaska Railroad within MVP’s boundary. We would like to know where these funds originate and if a split letter between MVP, FAST, and the Alaska Railroad has been completed.

Visit www.mvppmpo.com

Policy Board Members

Bob Charles, Knik Tribe • Mayor Edna DeVries, MSB • Mayor Glenda Ledford, City of Wasilla • Brian Winnestaffer, Chickaloon Native Village • Mike Brown, MSB • Sean Holland, DOT&PF • Mayor Steve Carrington, City of Palmer



MatSui Valley Planning for Transportation Metropolitan Planning Organization

Amendment #2 ARRC 5307		
ARRC 5307	Narrative	Fiscal Constraint
FFY24	\$14,904,485	\$0
FFY25	\$15,351,620	\$460,000
FFY26	\$15,812,169	\$0
FFY27	\$16,286,534	\$0

5. **Planned Obligations for FFY26:**

The fiscal constraint tables for MVP's STBG funding show no planned obligations in FFY26. We are concerned about how MVP can continue to collaborate with the STIP Team on our Program of Projects for FFY26 if no funding is indicated. We are requesting an explanation of why none of MVP's FFY2026 STBG funds are being shown in the fiscal constraint tables.

It would also be beneficial to hear from the STIP Team why the funds in FFY24 and FFY25 are different amounts in the narrative than in the fiscal constraint table. If the fiscal constraint is showing what is being spent, then the narrative should be a higher amount, not a lesser amount, correct? Please explain?

STIP Amendment 2					
2.14.2025					
STBG	Narrative	Carryover	Fiscal Constraint	Demonstration	
FFY24	\$7,208,849	zero	\$7,663,659	Different amounts	
FFY25	\$7,425,115		\$2,758,354	Different amounts	
FFY26	\$7,647,868		\$0	What happened to FY26 funding	
FFY27	\$7,877,304		\$7,877,304		

6. **Metro Planning Funds:**

MVP's FFY24, FY26, and FY27 Metro Planning funds are listed as zero, while AMATS and FAST allocations are shown in each year of the STIP. Could the STIP Team explain the reasoning behind this difference in how MVP's funds are being displayed?

Amendment #2					
Metropolitan Planning Program					
	Narrative			Fiscal Constraint table	
FFY24	\$433,598			\$0	FAST only in FY24
FFY25	\$446,606			\$1,522,238	AMATS, FAST and MVP in FY25
FFY26	\$460,004			\$0	AMATS and FAST only in FY26
FFY27	\$473,804			\$0	AMATS and FAST in FY27

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Policy Board Members

Bob Charles, Knik Tribe • Mayor Edna DeVries, MSB • Mayor Glenda Ledford, City of Wasilla • Brian Winnestaffer, Chickaloon Native Village • Mike Brown, MSB • Sean Holland, DOT&PF • Mayor Steve Carrington, City of Palmer



MatSu Valley Planning for Transportation Metropolitan Planning Organization

7. **Total STIP Budget**

Between Amendment #1 and Amendment #2, the STIP budget increased from \$5.5 billion to \$5.9 billion. Why did it increase substantially from Amendment #1.

Also, in FFY24, the budget was \$949,011,6113, and FFY25's budget for the year jumped to \$2.2 billion, an increase of over \$1.2 billion.



Does the increase mean that new projects were added? The MVP project team reviewed the comparison tables between Amendments #1 and #2, but no new projects are listed. MVP would like a list of these projects.

8. **Dashboard listed N/A projects**

In the Dashboard section of STIP Amendment #2 there is a chart that lists projects under strategic investment areas. The column at the end of the chart labeled N/A. There are 15 projects are listed under the N/A heading, but it is not a searchable field. MVP would like to see a list of these projects. Additionally, in Amendment #1 the N/A section shows 32 projects. What happened to all of these projects? Were they removed or recategorized?

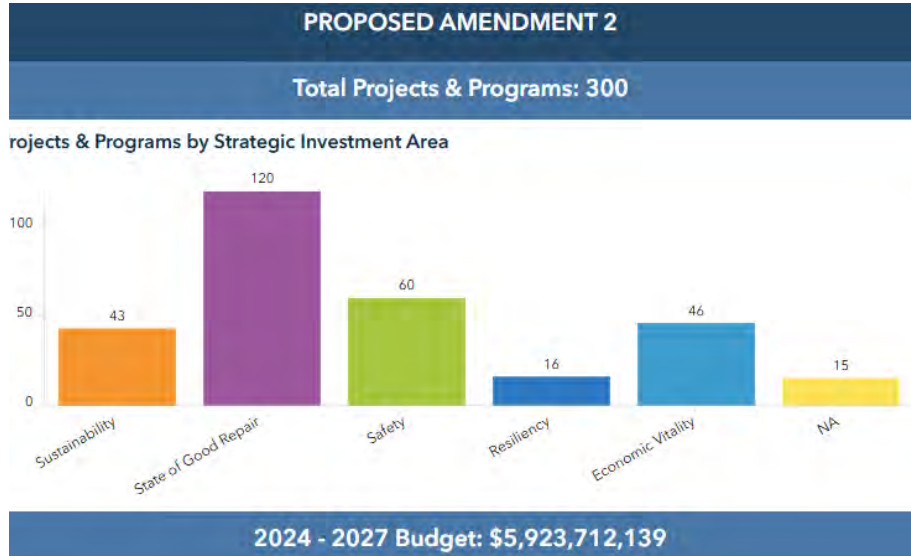
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The MVP Policy Board, Technical Committee, and staff look forward to the STIP Team's clarification of our questions.

Sincerely,

Kim Sollien
Executive Director
3.19.2025

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