

H B

4000

COMMITTEE REPORT

HOUSE

FINANCE

FURTHER:

(9)

5/5/83

Date: 2-1-84

Mr. Speaker:

The Committee on TRANSPORTATION has had HB 400

An Act making a special appropriation for payment as a grant to the Kenai Peninsula Borough for construction of the Greer Road phase II project; and providing for an effective date."

under consideration and reports it back as follows:

- do pass do not pass
- do pass with attached amendments(s)
- replace with CS for _____ same title
- _____ new title
- and recommends _____
- AND attaches a "Letter of Intent" New Fiscal Note
- reports it back without recommendation Zero Fiscal Note Attached
- referred to the _____ Committee

**MEMBERS SIGNING
DO PASS**

M.W. Miller

John Symanski

**MEMBERS HAVING
OTHER RECOMMENDATIONS:**

Bette Cato
CHAIRMAN

A M E N D M E N T

OFFERED IN THE HOUSE:

By: Transportation

To: _____ HOUSE BILL No. 400

SENATE BILL No. _____

PAGE: 1

LINE: 11

delete \$ 200,000

insert \$ 100,000

Introduced: 5/5/83
Referred: Transportation
and Finance

Funding Information
General Fund \$200,000
Other Funds -0-
\$200,000

1 IN THE HOUSE

BY MALONE AND FRITZ

2

HOUSE BILL NO. 400

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

THIRTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act making a special appropriation for payment as
7 a grant to the Kenai Peninsula Borough for construc-
8 tion of the Greer Road phase II project; and provid-
9 ing for an effective date."

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

11 * Section 1. The sum of ^{100,000 is all that is needed} ~~\$200,000~~ is appropriated from the general fund
12 for payment as a grant to the Kenai Peninsula Borough for construction of
13 the Greer Road phase II project.

14 * Sec. 2. The appropriation made by this Act shall be disbursed in
15 accordance with AS 37.05.315 - 37.05.319.

16 * Sec. 3. This Act takes effect immediately in accordance with AS 01.-
17 10.070(c).

*For 1st yr.
for last yr.
Balance needed \$100,000*

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date: _____

Page 1 of 2

REQUEST
Bill/Resolution No.: HB400
Title: Grant for Greer Creek Rd
to Kenai Penn. Borough
Sponsor: Malone & Fritz
Requestor: H. Transportation Committee
Date of Request: Jan. 31, 1984

FISCAL DETAIL
Agency Affected: Administration
Program Category Affected: Transportation
BRU, Program or Subprogram(s) Affected:

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING						
CAPITAL	\$200.0	0	0	0	0	0
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND	\$200.0	0	0	0	0	0
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS: N/A

FULL-TIME						
PART-TIME						
TEMPORARY						

SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

ANALYSIS: Attach a separate page for analysis

Prepared By: Kenneth R. Ryals Phone: 465-2277
Division: Administrative Services Date: 1/31/84
Approved by Commissioner: Mia S. Ridd Date: 2/1/84
Agency: Administration

Distribution (by Agency preparing fiscal note):
Legislative Finance
Legislative Sponsor
Requestor
Office of Management and Budget
Impacted Agency(ies)

12/1/83

HB 400

"An Act making a special appropriation for payment as a grant to the Kenai Peninsula Borough for construction of the Greer Road phase II project; and providing for an effective date."

This bill provides for payment of \$200,000 General Funds under A.S. 37.05.315, by the Department of Administration. Historically, the Department is not "held back" any portion of any grant under A.S. 37.05.315 for administrative costs, including the legislated audit function. We have found efficiency measures in other areas that permit us to devote some operating staff resources to the administrative tasks of the Municipal Grants program. One more grant, such as proposed by this bill, will not over-burden our resources, but one hundred will. If the number of grants under A.S. 37.05.315 becomes significant, additional operating costs by the Department will need to be budgeted by the Legislature to ensure that the full value of the grant reaches the intended recipient.

District: CENTRAL Name of Route: Greer Road, Phase II

Termini: From Greer Road, Phase I To Hulter Road Length of Project .6 mile
(INCLUDE MAP SHOWING PROJECT LIMITS)

Type of service to be provided: Construct an extension of Greer Road, currently maintained by the Department to connect with Hulter Road

Describe Existing Facility: non existant

Proposed Facility: 24 foot wide gravel road

Present System: non existant No. of persons served: 25

Location of materials sources: Anchor Point

Estimated Costs

P. E.	R/W	Construction	Constr. Engineering	Total
25,000	0	250,000	25,000	300,000

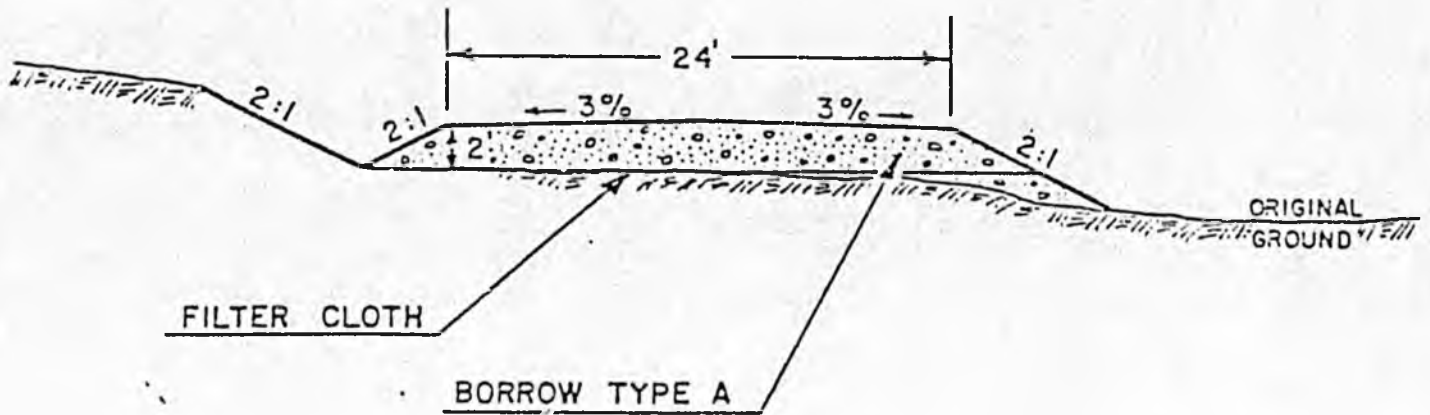
Type of R/W to be acquired: 100 foot wide right-of-way

Name of Head of Local Government: Mayor Stan Thompson

Remarks (possible causes of delay, e.g. R/W, land claims, materials, etc.)
additional funding required for construction

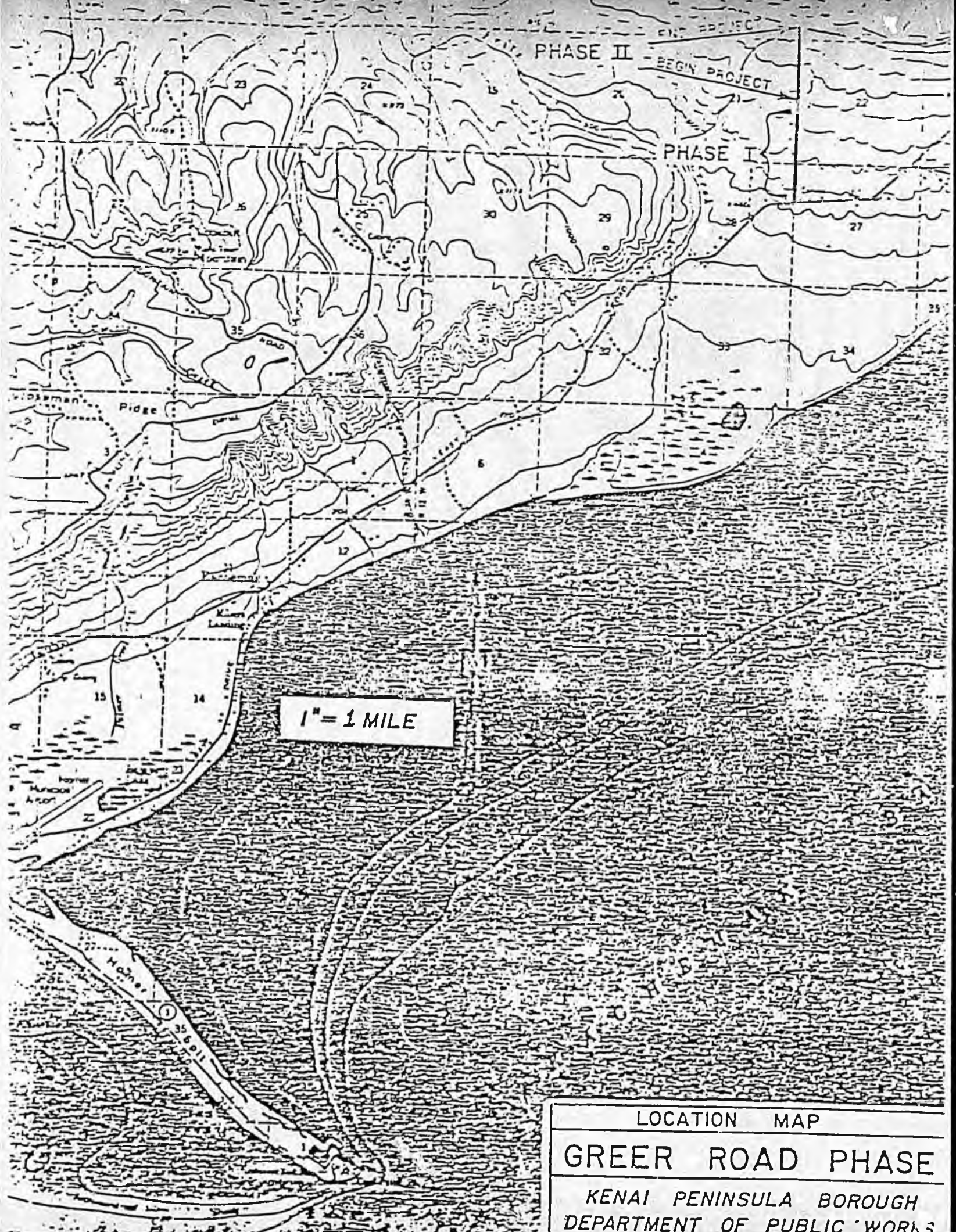
Construction Site Access: along Greer Road

William J. Conyers
Borough Engineer
NAME & TITLE



TYPICAL SECTION
GREER ROAD PHASE II

KENAI PENINSULA BOROUGH
 DEPARTMENT OF PUBLIC WORKS
 MAY-1983



PHASE II

BEGIN PROJECT

PHASE I

1" = 1 MILE

LOCATION MAP
GREER ROAD PHASE
KENAI PENINSULA BOROUGH
DEPARTMENT OF PUBLIC WORKS

Introduced by: Dimmick, Keene
Date: Apr. 19, 1983
Vote: Unanimous
Action: Adopted as Amended

KENAI PENINSULA BOROUGH

RESOLUTION 83-95 (SUBSTITUTE)

AUTHORIZING THE EXPENDITURE OF \$106,121 OF L.S.R.T. FUNDS FOR THE PURPOSE OF DESIGNING AND CONSTRUCTING THE ~~REMAINDER OF GREER ROAD~~

WHEREAS, the Borough Administration has received a petition to upgrade the Greer-Hutler Loop Road; and

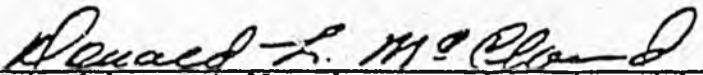
WHEREAS, access to the affected residents during the winter and spring is difficult; and

NOW THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

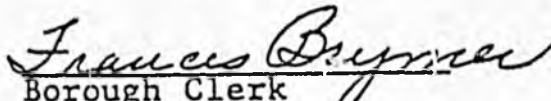
Section 1. That the amount of ~~\$106,121~~ be transferred from the Contingency Account No. 07-21001-9007 to the Greer-Hutler Loop Road Project Account No. 07-21052-9007.

Section 2. That the Borough Administration is authorized to proceed with soliciting proposals for the design and construction of the ~~Remainder of Greer Road~~ ~~at its intersection with utility road~~ including a turnaround adequate for a school bus.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 19TH DAY OF APRIL, 1983.


Donald L. McCloud, Assembly President

ATTEST:


Borough Clerk

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF PARKS

DATE
PUBLIC WORKS DEPARTMENT
K. P. S.

L. S. HAMMOND, GOVERNOR

Terry A. McWilliams, Dir.

Division of Parks
619 Warehouse Dr., Suite 210
Anchorage, Alaska 99501

July 5, 1978

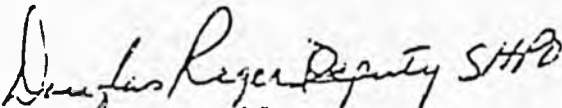
Re: 1141-6

Mr. Ronald D. Rice
Assistant Borough Engineer
Kenai Peninsula Borough
P.O. Box 850
Soldotna, Alaska 99669

Dear Mr. Rice:

This office has reviewed the proposal to construct Greer Drive, as per your letter of 20 June 1978. The proposed action will have no effect on any property listed on, or determined eligible for listing on, the National Register of Historic Places. There is no objection to the project on these grounds provided that you contact this office should any cultural materials be discovered during the course of the work.

Sincerely,


William S. Hanable
State Historic Preservation Officer

TLD:clk

Allocation District Kenai Peninsula
 Project Number _____
 Project Name Greer Road, Phase II
 Local Governing Body Kenai Peninsula B
 Address Box 850, Soldotna 99569
 Phone 262-4441

Project Agreement
 Local Service Roads and Trails
 Contract/Force Account
 Local Governing Body

Under the authority granted by Chapter 84, Sessions Laws of Alaska 1971, this project agreement is entered into by and between the State of Alaska, Department of Transportation and Public Facilities; hereinafter called the Department, and Kenai Peninsula Borough, hereinafter called the Local Governing Body, for the purpose of constructing the following described project:

A. OBLIGATIONS OF THE LOCAL GOVERNING BODY

To further accomplish the construction of the project, it is agreed that the Local Governing Body shall:

1. construct the above-described project, which is more fully described by Appendixes "A" and "B" attached hereto and made a part hereof, consisting of a location plat (Appendix "A") and a typical cross-section (Appendix "B");
2. provide all funds necessary to construct the project;
3. cause the project to be constructed by one of the following methods unless the Department expressly approves an alternate method: (a) award of a contract by the Department or the Local Governing Body for construction of the project to the lowest responsible bidder through the competitive bidding process, or (b) through the use of local or state equipment and employees.

B. IF THE PROJECT IS ADMINISTERED BY THE LOCAL GOVERNING BODY, THE LOCAL GOVERNING BODY SHALL:

1. execute a written contract with a contractor for the project if a contract is awarded.
2. maintain accurate, daily written records of all costs for which reimbursement is requested, which records shall be made available for inspection by the Department upon request, and preserve such records for a period of three years following

final acceptance of this project by the Department or termination of this agreement, after which they may be destroyed except for the project history, project engineer's diary, photos and the correspondence folder;

3. promptly pay in full all legitimate claims for services or material provided for construction of this project and hold the Department harmless from any claims or costs arising from the Local Governing Body's failure or refusal to pay claims, whether or not those claims are legitimate;
4. the Local Governing Body agrees to pay all federal, state and local taxes and social security (FICA) withdrawals for wages paid on this project.

C. FURTHER CONDITIONS

1. Local Service Roads and Trails funds are obligated for this project in an amount as shown on the attached funds authorization, which is made a part of this agreement.
2. Expenses incurred by the Local Governing Body prior to the date of execution of this agreement will not be reimbursed by the Department.
3. The determination must be made prior to beginning construction that adequate right-of-way and material are available for the project.
4. The Department will not be obligated to reimburse the Local Governing Body for costs which cannot be adequately verified as a necessary cost of construction.
5. Prior written Departmental approval of the following is required:

CONTRACT CONSTRUCTION ADMINISTERED BY THE LOCAL GOVERNING BODY

- a. Plans, specifications and estimate prior to advertising.
- b. Award of the construction contract.
- c. Any changes which reflect a change increasing the total contract by more than 10%.

CONSTRUCTION BY THE LOCAL GOVERNING BODY

- a. Estimated costs, including engineering, equipment, labor and closing costs after construction is complete.
- b. Plans or typical section of improvement.

6. The Department has the right to make periodic inspections during the course of work, and a final inspection upon completion of construction, for the purpose of certifying that the funds expended by the Local Governing Body on this project qualify for reimbursement under this agreement.
7. When the construction of this project has been completed and duly accepted, the responsibility for maintaining the facility shall be borne by the Department of Transportation.

If the Local Governing Body is to bear the maintenance responsibility, the Local Governing Body agrees to indemnify, defend, and hold harmless the Department and the State of Alaska from any and all claims arising in connection with or related to the maintenance function. If the Department agrees to perform the maintenance, the Department reserves the right to issue utility, driveway and encroachment permits.

8. The Local Governing Body agrees to indemnify, defend, and hold harmless the Department from all liability, claims and demands arising from the work undertaken by the Local Governing Body, its employees, agents or representatives, or arising out of any operation, no matter by whom performed or on whose behalf, whether or not in conjunction with work to be coordinated by the Department.
9. This agreement may not be modified except by written agreement between the Department and an authorized agent of the Local Governing Body.
10. The parties to this agreement shall obey all federal, state, and local laws and regulations.
11. This supersedes any and all other agreements expressed or implied between the Department and the Local Governing Body with respect to this project and this agreement contains the entire agreement between said parties.

To witness this agreement, the Department and the Local Governing Body have affixed hereto the signatures of the Deputy Commissioner, Design and Construction, and Mayor Stan Thompson, the duly authorized signatory for said Local Governing Body.

DATED this _____ day of _____, 19__.

Kenai Peninsula Borough
(Name of Local Governing Body)

LOCAL GOVERNING BODY

BY Stan Thompson
Attach the completed resolution,
(attached) approved by the Local
Governing Body

ATTEST:

DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

RECOMMENDED FOR APPROVAL:

Regional Director

APPROVED AND EXECUTED BY:

Deputy Commissioner
Design and Construction

Date

Subscribed and sworn to before me this 4th day of May, 1983.

Elizabeth A. Cullen
Notary Public for Alaska
My Commission expires: 1-4-84

GREER-HUTLER ROAD PROSPECTUS

Proposal: To extend Greer Road up the 100' wide right of way on the section line between sections 21,22 to Hutler Road, then easterly along the dedicated right of way for Hutler Road out to East End Road.

Engineering: Hutler Road is an extremely well-drained road with a very low grade (0-2%). The proposed Greer Road extension could be built to a maximum grade of 9% with some cut and fill (see attached grade sheet). There are no right of way problems.

Supporting Reasons:

Increased accessibility to the slaughterhouse on Beaver Creek Road. This is the only slaughterhouse on the southern Kenai Peninsula. Ranchers efforts are hindered now because of poor road conditions. A loop road would provide a means for increased local slaughter, would facilitate agriculture in Alaska, would lower operating costs, would increase tax revenues, would provide more local jobs, and would set a positive tone between government and farmers.

There are at least 120 small parcels of land in the area that would benefit. Many of these already have dwellings and children on them. Large tracts in the area could be better utilized with a loop.

Presently, the school buses have limited access to Greer Road due to the fact that there is no turnaround or exit. A loop road would substantially improve the bus service offered to these children as well as provide bus service to children living on Hutler Road. One child on Hutler presently has to travel 3 miles to catch the bus.

It would also provide a 'loop' for service vehicles. At present, these vehicles have difficulty going up improved Greer Road due to the lack of an exit. Power, phone, and emergency agencies must use track vehicles during much of the year to enter areas on the unimproved sections of Greer and Hutler Roads.

Borough land in the area would become accessible for use. There are approximately 1260 borough acres that could be utilized with a Greer-Hutler loop.

Increased access to renewable resources such as timber, beef production, and hay fields.

Increased access to University of Alaska lands which they plan to use for grazing within the next two years.

Significant reduction of travel time to Homer. The distance to Homer would be reduced by three and four miles from most locations along Hutler Road.

Increased access to the new Elementary School at McNeil Canyon. The eastern end of the Greer-Hutler Loop would be only .2 mile from the school.

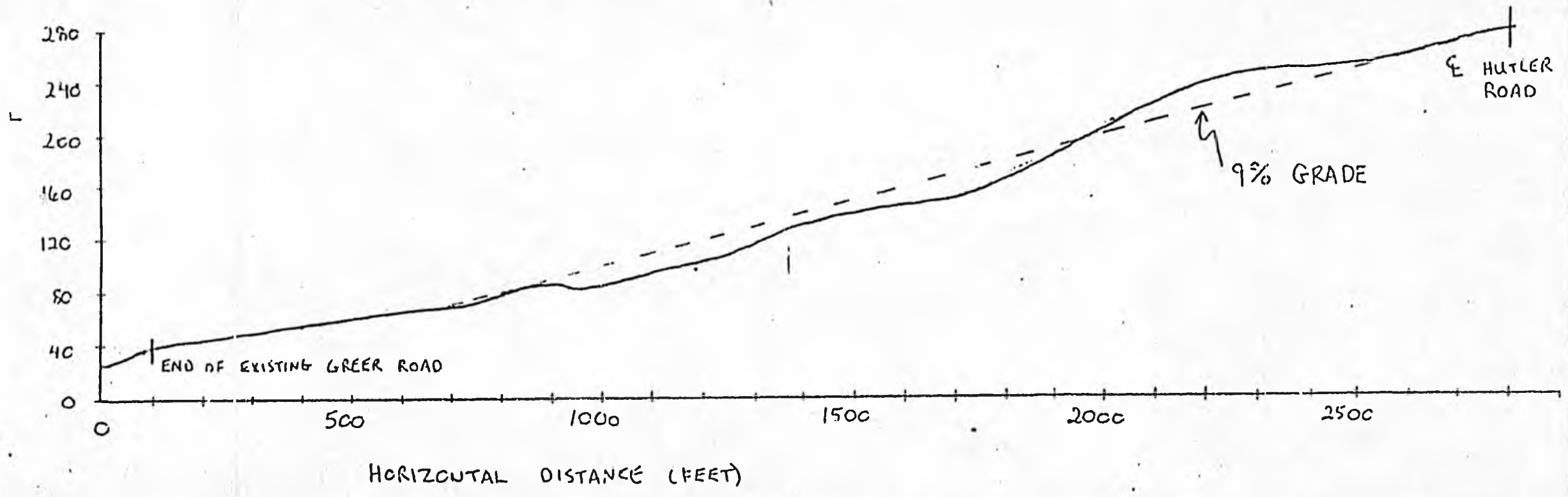
Increased access to snowmachine, ski, and hunting areas.

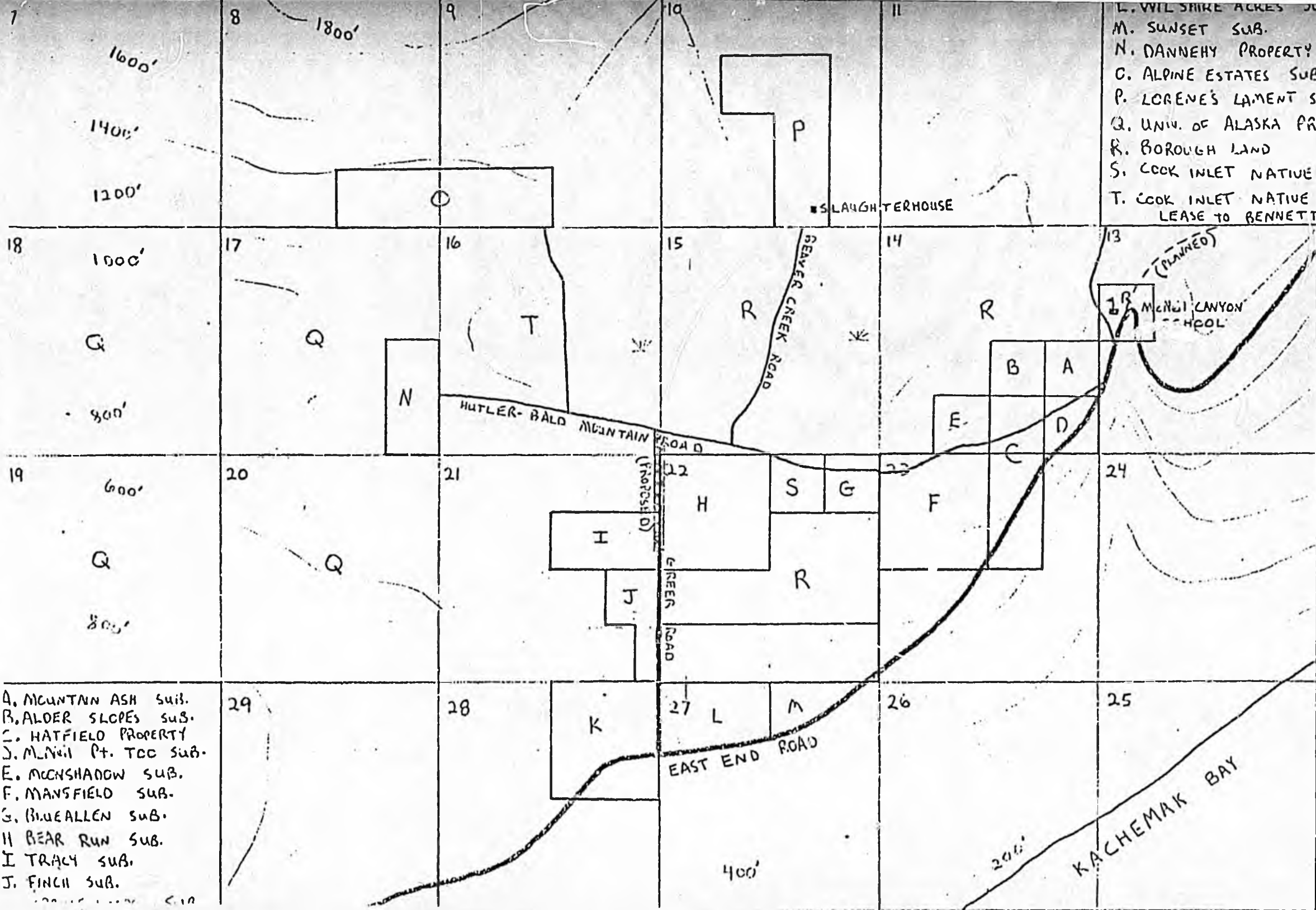
The demand for this project will grow yearly. The cost of building this loop will also grow yearly.

SLOPE OF PROPOSED GREER ROAD EXTENSION

1" = 250' HORIZONTAL

1" = 100' VERTICAL





- L. WILSHIRE ACRES SUB.
- M. SUNSET SUB.
- N. DANNEHY PROPERTY
- C. ALPINE ESTATES SUB.
- P. LORENE'S LAMENT SUB.
- Q. UNIV. OF ALASKA PROPERTY
- R. BOROUGH LAND
- S. COOK INLET NATIVE CORP.
- T. COOK INLET NATIVE CORP. LEASE TO BENNETT

- A. MOUNTAIN ASH SUB.
- B. ALDER SLOPES SUB.
- C. HATFIELD PROPERTY
- D. McNeil Pt. TCC SUB.
- E. MCNSHADOW SUB.
- F. MANSFIELD SUB.
- G. BLUE ALLEN SUB.
- H. BEAR RUN SUB.
- I. TRACY SUB.
- J. FINCH SUB.

T5
 R1
 S1
 1" =