

Powder Reserve and AWWU King St. Fuel Storage Improvements

A presentation to Assembly Enterprise and Utility Oversight Committee August 15, 2024

Mark A. Corsentino, P.E., General Manager Mark Schimscheimer, P.E., Engineering Director James Armstrong, P.E., Project Manager

Presentation Goals

- Request to repeal historical 2017 AR's based on historical MGSA to reflect amended MGSA w/Eklutna Inc.
- Construction approval for \$4.75M AWWU King St. Fuel Storage Project to reflect current KS Master Plan phasing





Powder Reserve: Request to Repeal Improvement District Resolutions

August 15, 2024

Mark Schimscheimer, P.E. Engineering Division Director

Methane Gas Settlement Agreement

- January 9, 2017
- MOA Eklutna Inc.
- Requires AWWU/MOA to build Sewer Trunk and Water Transmission Infrastructure using "diligence and best efforts"
- "Triggering Events"

SETTLEMENT AGREEMENT

[EKLUTNA, INC. VS. MUNICIPALITY OF ANCHORAGE, Case No. 3AN-13-09759 CI]

THIS SETTLEMENT AGREEMENT ("Agreement") is executed by and between Eklutna, Incorporated (hereinafter referred to as "Eklutna") and the Municipality of Anchorage (hereinafter referred to as the "Municipality") (Eklutna and the Municipality are sometimes hereinafter collectively referred to as "Parites" or singularly as a "Party").

WITNESSETH:

WHEREAS, on October 3, 2013, Eklutna filed suit, captioned Eklutna, Inc. vs. Municipality of Anchorage, Case No. 3AN-13-09759 CI (the "Lawsuit"), against the Municipality alleging, among other causes of action, breaches by the Municipality of Anchorage of that certain agreement known as the North Anchorage Land Agreement ("NALA") as it applies to the Municipality's agreement with Doyon Utilities, LLC, at the Anchorage Regional Landfill ("ARL");

WHEREAS, the Parties have agreed to settle the Lawsuit on the terms set out in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and undertakings set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all Parties to this Agreement, Eklutna and the Municipality hereby agree as follows:

 Payment to Eklutna. In addition to the payment to Eklutna described in Section 2, the Municipality shall pay to Eklutna, Inc., at Closing, the sum of \$750,000 in collectible funds. As used in this memorandum of agreement, "Closing" shall have the meaning set out in Section 6.

2. Acceleration of Expansion of Housing Supply. The Parties agree each to make significant contributions toward the expansion of housing supply in Anchorage, as follows:

2.1. The Municipality's contributions shall consist of the following:

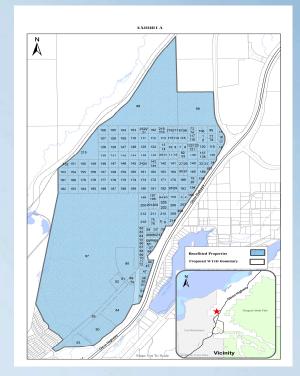
2.1.1. The Municipality shall pay to Eklutna at Closing the sum of \$5,000,000 in immediately collectible funds. Of the sum of \$5,000,000, Eklutna shall deposit the sum of \$2,000,000 in Eklutna's permanent fund investment account and shall commit not to withdraw any portion of the principal amount of \$2,000,000 from its permanent fund investment account except in accordance with the provisions of Sections 2.3, 2.4, and 2.5, below. Other than the commitment not to withdraw any portion of the principal amount of the \$2,000,000 from Eklutna's permanent fund investment account except in accordance with the terms of this Agreement, and the contingent commitment to refund to the Municipality the

SETTLEMENT AGREEMENT [EKLUTNA, INC. VS. MUNICIPALITY OF ANCHORAGE, Case No. 3AN-13-09759 CI] Page 1 of 9

Assembly Resolutions

- AWWU to petition for Improvement Districts
- Powder Reserve & South Birchwood
- Eklutna Inc is over 51%
- AR 2017-375 (TID)
- AR 2017-376 (WTID)





2017-2023: Best Efforts

- Parties negotiate an Infrastructure Coordination Agreement
- Could not reach agreement on commercial terms
 - Repayment
 - Buildout schedule
 - Community involvement
 - Cost balloons
- Project rescoped: relocated
 - Eklutna Inc. purchases ARR Parcels and moves away from Powder Reserve proper

Amendment to Settlement Agreement

- October 13, 2023
- Parties agree to move abbreviated settlement concepts from Powder Reserve to Powder Reserve West
- Obligations for Trunk and Transmission Infrastructure voided
- AWWU obligations to Powder Reserve West include Federal Grants
- Eklutna Inc will buildout using the AWWU Private Development Program

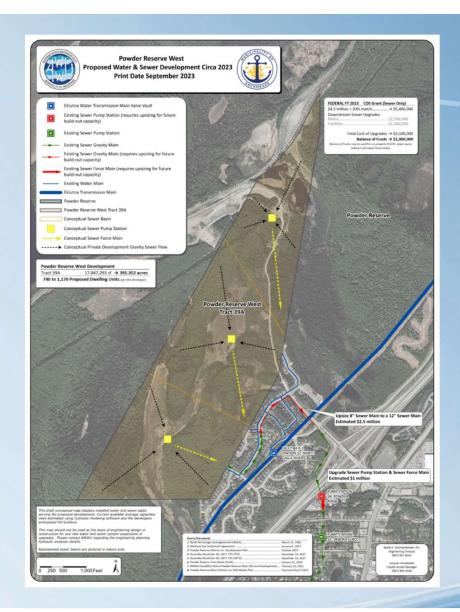
Moving Forward

- AWWU request Assembly repeal Resolutions
 - Rescind obligations
- AWWU / Eklutna Inc. work towards success of Powder Reserve West (1,400 units)
 - Federal Grant addresses downstream issues
 - Developer will have no off-site responsibilities



CDS PRW Grant Scope

- Funded FY 2023
- Sewer only
- \$4.5 million
- 20% match by AWWU
- To be delivered via PMO





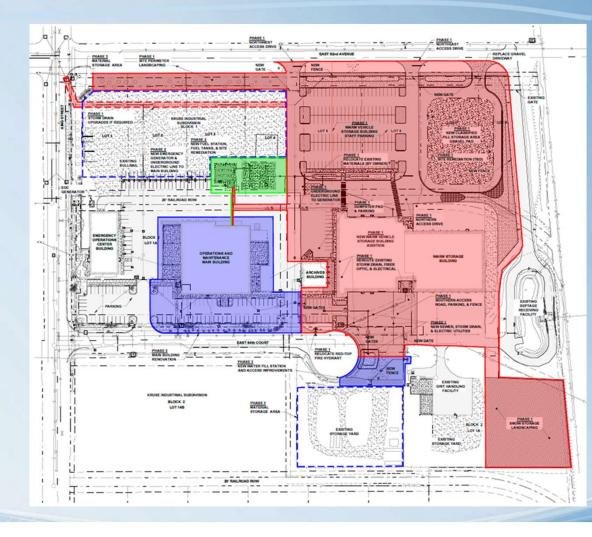
King Street Fuel Storage Improvements

August 15, 2024

James Armstrong, P.E. Project Manager, Engineering Division

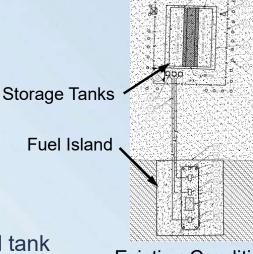
O&M King Street Facilities – Master Planning

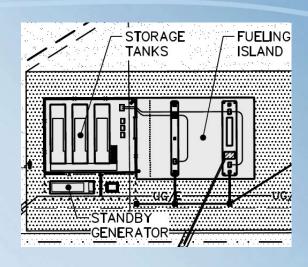
- 2018 King Street Master Plan (\$ EAC)
 - Upgrade Fuel Island \$6MM
 - Install emergency power \$1MM
 - Increase vehicle warm storage \$40MM
 - Septage & Grit Improvement \$4MM
 - FOG Receiving Station \$12.5MM
 - Admin Building Remodel \$20MM



Fueling and backup Power Improvements

- Built in 1990
 - 2ea unleaded fuel pumps
 - 1ea diesel fuel pump
 - 2ea 10,000-gallon fuel tanks
- 2024 Project
 - 2ea unleaded fuel pump
 - 2ea high flow diesel pumps
 - 1ea unleaded 12K gallon fuel tank
 - 2ea diesel 12K gallon fuel tank
 - New storm drain system
 - New campus power generator
 - Contaminated soil handling





Existing Conditions



Proposed Improvements

Fueling and backup power improvements

- Special Conditions
 - Community Workforce Agreement (CWA) contract requirement
 - AO No. 2018-74 requires review for inclusion of a CWA for projects with over \$3.5MM in construction
 - CWA requirement approved and included in bid documents
 - Contaminated soil and water handling plan
 - ADEC approved plan to test and dispose of contaminated water and soil
 - Contract requirements to follow plan
 - Limit fuel outage to maintain emergency readiness



Questions?