

be requesting Matanuska Electric Association to *sell the bluff property* and lease the 42 acres of "wet lands" for \$1.00 per year on a long term lease. Obviously, if the aforementioned agreement can be reached the total project cost would be reduced substantially.

proposed property is located at mile 36 on the Glenn Highway formerly know as the Homestead RV Bluff.

The Project is to design and construct a 12,791 sf structure to be used as a borough Visitors Information Center that includes permanent and rotating displays interpreting the natural features, cultural history, events and communities that personify the Mat Su Valley . The purpose of a visitors information center is to provide visitors a place for travelers queries and to direct them toward activities, accommodations and adventures within the Mat Su Valley and beyond.

This is definely an economic development project for the Mat Su Valley. The annual value of the tourism industry to the Mat-Su Borough is \$282 million and provides 4,000 local jobs.

Project Timeline:

Design timeline is 4-6 months. Funding will be required early in calendar year 2014.

Construction is estimated to take 16-18 months. Funding will be based on monthly contractor draws beginning approximately 30 days after commencement construction commences. Project is estimated to begin Spring of 2014.

Entity Responsible for the Ongoing Operation and Maintenance of this Project:

Matanuska Susitna Borough as approved under MSB Resolution no. 10-077.

Grant Recipient Contact Information:

Name: Bonnie Quill/John Moosey
Title: Executive Director/Borough Manager
Address: 7744 E. Visitors View Court
Palmer, Alaska 99645
Phone Number: (907)746-5001
Email: bonnie@alaskavisit.com

Has this project been through a public review process at the local level and is it a community priority? Yes No

DETAILED PROJECT DESCRIPTION: In June, 2010 the Mat-Su Visitors and Convention Bureau completed a preliminary feasibility study performed by Agnew Beck Consulting, LLC, Wolf Architecture and RECON, LLC for a Mat-Su Valley Gateway Visitors Center (Center) to be located along the Glenn Highway (mile 36).

The goal of the Center is to create a lively, attractive, well-design space where residents and visitors alike will learn about and directly experience the wealth of cultural, natural, recreational and business amenities in the Mat-Su Valley. The Center will welcome visitors to the Mat-Su Valley, provide interpretive information for travels, and showcase the natural beauty of the area. The Center will also be a destination in it's own right, offering interesting activities and learning experiences. **Part of the purpose** of the Center is to promote tourism-related and recreational-related economic development, to share information about the region's cultural history and natural attractions in an innovative and interesting way, and to foster stewardship of the Mat-Su Valley's natural identity.

The Mat-Su Valley is a conduit as well as a magnet for travelers arriving from and traveling to points throughout Alaska. Situated between Alaska's most populated city (Anchorage) and most popular destination (Denali Park), the Valley can't help but be a critical factor in advancing tourism in the state of Alaska. The Alaska Railroad, in its run from Seward to Fairbanks, passes through 200 miles of Mat-Su countryside. Alaska's **two** most traveled thoroughfares, the Parks Highway and the Glenn Highway, converge in the Valley offering a prime location at which to site this facility.

Facility Concept: The Center will blend traditional and emerging visitor's information and interpretive services with the addition of indoor and outdoor venues for community events. A highly visible location, convenient access, flexible activity and gathering spaces, varied seasonal outdoor program areas, and efficient site circulation invite year around use.

780,000 annual visitors enter the Mat-Su Valley and obviously, the objective is for them to stay longer in the Valley. A "**must see**" Center will point newcomers to recreational, retail, and service-based activities, while providing restrooms and a chance to take in the mountain view. The "gateway" visitors Center will welcome **100,000** visitors a year and serve as a jumping-off point for information and amenities. This inspiring, beautiful facility will be emblematic of the Mat-Su. A destination in its own right, the Center will offer interesting activities and learning experiences.

Among the **eight goals** of the Center: to showcase the natural and cultural assets of the Mat-Su Valley is to create an "information bridge" between visitors and local organizations and businesses. It has been identified that the success of the center will benefit from diverse partnerships. The Gateway facility will be a place to support the mission of a range of partners and to facilitate use of other related facilities and programs. The facility will also foster stewardship and encourage visitors and residents to be responsible and help care for the areas they use and enjoy.

Location, Location, Location. Although the current location of the Visitor's Center is located within the highway corridor and has excellent views, recent upgrades to the Parks/Glenn Highway interchange have made it very difficult for visitors to locate and access. As a consequence, visitation to the center has noticeably declined, therefore, reducing the contact. A visitors information center will properly encourage visitors to be exposed to the Mat-Valley

history, natural amenities, places of interest and those public and private accommodations that facilitate visitor experiences. The aforementioned represents the core components of the Center's programs.

In considering how best to serve the facility's diverse users, and in recognition of the capital and operational costs associated, a Design Team was engaged and chose to explore three scenarios-small, medium and large. Each scenario contains some consistent, core spaces whose sizes grow larger. Additionally, in the medium and large scenarios, other program elements are added.

Core Program Spaces: Lobby and Restrooms-first impressions are critical to creating a welcoming and enthusiastic atmosphere.

Exhibit and Program: Areas to house both permanent and rotating displays interpreting the natural features, cultural history, events and communities that personify the Mat-Su Valley. Program space is the largest and most prominent volume and function in the facility.

Tour Information: A place for traveler's queries and directing them toward activities, accommodations and adventures within the Mat-Su Valley and beyond.

Virtual Tour Interface: Utilize technological means for connecting travelers with itinerary options, information/interpretive downloads, and Mat-Su CVB member discounts. Auditorium/Theatre-most similar facilities with an interpretive element are served by having an assembly space for presenters and productions.

Site Amenities: Provide appropriate site circulation and parking for a minimum of 50 vehicles, 15 recreational vehicles and 3 motor coaches; a coach and disabled load/unload staging area; site and building lighting; pathways from screened parking to building; interpretive trail connection to site appropriate water or topographic features; linkages to existing or future public land trails is a priority.

Mat Su Convention and Visitors Bureau Office Space: Growth of the Mat-Su CVB membership and marketing opportunities are projected with the opening and during the life of the Center. Staff and board space needs will increase and need integration with the layout of the proposed facility commensurate with program and operations development.

Outdoor Interpretive/Activity Component-facility in its preliminary design takes advantage of natural site attributes and proximities in locating trails, board walks, interpretive signage, a viewing deck and other chances for visitors to learn about the natural and cultural resources, landscapes, fish and wildlife in the region.

PROJECT TIMELINES:

Land acquisition (site control)-September, 2013 (maturity of Earnest Money/Agreement to Purchase), Design-March, 2014 and construction September, 2015.

ENTITY RESPONSIBLE FOR THE ONGOING OPERATION AND MAINTENANCE OF THIS PROJECT:

Mat-Su Borough by authority of Management Agreement originally dated July 1, 1996 and

amended and extended to June 30, 2016 between Mat-Su Borough and Mat-Su Visitors and Convention Bureau.

A Resolution [was adopted on February 5, 2013](#) by the Mat-Su Borough Assembly reaffirming MSB's commitment to the project including continuation of the Management Agreement for the proposed facility.

GRANT RECIPIENT CONTACT INFORMATION:

Name: Bonnie Quill
Title: Executive Director, Mat-Su Convention and Visitors Bureau
Address: 7744 East Visitors View Court, Palmer, Alaska 99645
Phone Number: 907 746 5001



December 14, 2011

Bonnie Quill
Mat-Su Convention and Visitors Bureau
Mile 35.5 Parks Highway
Palmer, Alaska 99645

RE: Memorandum of Understanding between Matanuska Electric Association, Inc. ("MEA") and the Mat-Su Convention and Visitors Bureau.

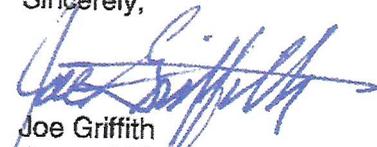
Dear Bonnie:

As you know MEA is purchasing the Homestead RV acreage on the Glenn Highway. It is well-known that this is the preferred site for the future development of the Gateway Visitors Center.

MEA looks forward to working with the Mat-Su Convention and Visitors Bureau in future development of this site.

Please advise me of any further questions or comments.

Sincerely,



Joe Griffith
General Manager

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OPTION TO PURCHASE AGREEMENT

This Agreement is made as of the ___ day of September, 2012 ("Effective Date"), by and between Matanuska Electric Association, Inc. ("MEA") and the Mat-Su Convention and Visitors' Bureau ("MSCVB").

Recitals

A. MEA owns real property and other improvements (collectively, the "Premises") physically located at 4643 and 4653 S. Glenn Highway, Palmer, Alaska 99645 and more particularly described as:

Lot One (1) and Tract A of Homestead RV Park, in the Palmer Recording District, Third Judicial District, State of Alaska.

B. MEA wishes to give MSCVB an option to purchase the Premises on the following Terms and Conditions.

Terms and Conditions

IT IS HEREBY AGREED THAT:

1. MSCVB shall purchase the Premises, **AS IS, WHERE IS**, during the term hereof, as provided in Section 2.
2. **Term.** The option to purchase shall commence upon the Effective Date of this Agreement and expire upon the Closing Date, unless terminated earlier in accordance with the terms of this Agreement.
3. **Purchase Price.** MEA agrees to sell the Premises to MSCVB and MSCVB agrees to buy the Premises, free and clear of all liens and encumbrances, from MEA for ONE MILLION DOLLARS (\$1,000,000.00).
 - a. **Down Payment.** MSCVB shall pay MEA earnest money payment of ONE HUNDRED DOLLARS (\$100.00) to be applied to the Purchase Price within ten (10) days of the effective date of this option to purchase.
 - b. MSCVB shall pay the balance of the purchase price NINE HUNDRED NINETY NINE THOUSAND NINE HUNDRED DOLLARS (\$999,900.00) in cash to MEA on or before the Closing Date.
4. **Closing Date.** The closing of the purchase of the Premises by MSCVB shall occur on or before September 30, 2013 ("Closing Date"). If the purchase price is not paid in full to MEA by the Closing Date, this option to purchase expires and MSCVB shall have no further option to purchase the Premises. At that time, MEA shall be free to sell or option the Premises to any other buyer.
5. **Conditions to Closing Purchase.** The following are conditions precedent to closing the purchase of the Premises by MSCVB from MEA;
 - a. Payment by MSCVB to MEA of the Purchase Price;
 - b. Delivery of clear title to the Premises by MEA to MSCVB;

- c. Payment of title insurance by MSCVB for the Premises;
- d. Preparation, delivery and recording of a warranty deed transferring title to the Premises from MEA to MSCVB; and
- e. Transfer of any other assets on the Premises by MEA to MSCVB.

7. **Condition of Premises.** MSCVB has examined and agrees to accept the Premises in their present condition, AS IS. MEA shall not be responsible for any repairs or maintenance of the Premises, and does not warrant the condition of the Premises, its suitability for the uses intended by the MSCVB, its habitability, or fitness for any particular purpose.

8. **Utilities.** MSCVB shall become responsible for all utilities at time of transfer of title to the Premises to MSCVB.

9. **Covenant of Quiet Enjoyment.** MEA warrants that it has full right to sell the Premises to MSCVB and that MSCVB will peaceably hold and enjoy the Premises upon transfer of title subject to the following provisions:

a. MEA shall be afforded and granted a 100 foot wide easement on MEA's standard form for its transmission line which will cross the Premises. The exact location of the transmission line has not yet been determined, but when final routing is selected by MEA, MSCVB agrees to grant and convey any and all easements needed or requested by MEA at any location on the Premises for its transmission line. This will included, but not be limited to a 100 foot wide easement for the transmission line, as well as any additional easement needed for down guys, pads, anchors, or any other equipment. MSCVB further covenants and agrees that MEA and its contractors shall have full and unrestricted access on and across the Premises for transmission line construction. MEA and its contractors will be afforded the option and the right at no cost to use the Premises for construction staging or storage. MSCVB covenants and agrees that it will not in any way object to MEA's routing easement or construction activities of the MEA transmission line. Any such objection by MSCVB shall constitute a breach of the option or sales agreement by MSCVB and shall result in an immediate return of the Premises to MEA and a refund of the Purchase Price to MSCVB.

b. MEA shall be granted at the time of transfer all easements it needs and requests for its distribution lines. Distribution line easements shall generally follow the existing distribution line alignment and shall be 30 feet wide plus any additional space deemed necessary by MEA. MSCVB acknowledges that distribution lines may be moved by MEA prior to transfer of title or by others (Department of Transportation "DOT") after title transfer. Realignment of the distribution lines shall in no way impair limit or restrict MEA's right to a 30 foot easement for its distribution lines.

c. MSCVB's right to quiet enjoyment of the Premises is also subject to any and all actions undertaken by DOT as part of its improvement project along the S. Glenn Highway. MSCVB agrees to purchase the Premises subject to whatever property needs and access changes to the Premises that DOT may need for its project. MSCVB is solely responsible for familiarizing itself with all DOT plans that may impact the Premises and acknowledges that DOT's plans and designs may change both before and after transfer of title.

10. **Assignment of Agreement.** MSCVB shall not assign this Agreement without MEA's prior written consent.

11. **Notices.** All notices required or permitted under this Agreement shall be in writing and hand delivered or sent by registered or certified mail, return receipt requested, or by commercial overnight courier, address to MEA or MSCVB, at the address set forth below, or sat such other address as either party may request in a written notice delivered in accordance with this paragraph. Notice shall be deemed given upon hand delivery, three (3) days after deposit in the United States mail, or the date of deposit with the commercial overnight courier:

Seller:

Evan J. Griffith
General Manager
Matanuska Electric Association, Inc.
P.O. Box 2929
Palmer, AK 99645

Buyer:

Bonnie Quill
Executive Director
Mat-Su Convention and Visitors' Bureau

12. **Arbitration.** Any dispute arising out of or related to this Agreement shall be resolved by final and binding arbitration. The parties shall seek to mutually agree upon an arbitrator, but if such agreement cannot be promptly reached, either party may have the arbitrator appointed by a judge of the Superior Court for the Third Judicial District in Palmer, Alaska, unless otherwise agreed upon by the parties. Any arbitration or hearings shall be held in Palmer, Alaska. All other procedural matters shall be determined by the arbitrator. The arbitrator may determine what party or parties should bear the arbitration costs.

13. **Miscellaneous.**

a. **Binding Effect.** This Agreement shall inure to the benefit of and bind the legal representatives, successors, and assigns of MEA and MSCVB.

b. **Severability.** If any clause or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement and all extensions thereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

c. **Integration; Amendment.** This Agreement constitutes the entire agreement of the parties relating to the Premises and supersedes all prior agreements, understandings, representations, drafts, and negotiations. This Agreement may not be altered, changed, or amended, except by instrument in writing signed by both parties hereto.

d. **Headings.** The headings contained in this Agreement are for convenience of reference only, and in no way limit or expand the terms and conditions of this Agreement.

e. **Time is of the Essence.** Time is of the essence with regard to each provision of this Agreement.

f. **Choice of Law.** This Agreement shall be construed and interpreted in accordance with and governed by the substantive laws (not the conflicts laws or choice of law rules) of the State of Alaska.

g. **Nonwaiver.** No express or implied waiver by MEA or MSCVB of any provision of this Agreement shall be in any way construed to be a waiver of any future or subsequent default of such provision or a waiver of any other provision of this Agreement.

Sponsored by: Assemblymember Woods
Adopted: 09/21/10

MATANUSKA-SUSITNA BOROUGH
RESOLUTION SERIAL NO. 10-077

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY IN SUPPORT OF THE MAT-SU VALLEY SOUTH GATEWAY VISITOR CENTER PRELIMINARY FEASIBILITY STUDY.

WHEREAS, the health of the Matanuska-Susitna Valley's economy is significantly tied to the visitor industry and its continued growth; and

WHEREAS, the Mat-Su Convention and Visitors Bureau is a non-profit organization formed in 1986 to promote the Matanuska-Susitna Visitor industry; and

WHEREAS, the Mat-Su Convention and Visitors Bureau is housed in the Matanuska-Susitna Visitor Center at mile 35.5 Parks Highway on 4.26 acres (land donated by the Great Western Bank to be developed as a visitor center). The parcel was put into title with the Matanuska-Susitna Borough to qualify for state grant monies needed to build the Visitor Center; and

WHEREAS, the Visitor Center was built in 1989, comprising 4,000 square feet on two levels. The building, including basic furnishings, cost \$345,000. It was paid for entirely with funding from the 1989 Governor's Jobs Bill. The Borough now owns the building; and

WHEREAS, under a management agreement with the Mat-Su Borough, the Mat-Su Convention and Visitors Bureau operates the Matanuska-Susitna Visitor Center at 7744 East Visitors View Court. The Borough is responsible for capital repairs and maintenance, while

Mat-Su Convention and Visitors Bureau agrees to operate a seasonal visitor center to promote travel within the Borough; and

WHEREAS, in the summers of 2003 and 2004 the State and Federal highway department constructed a new Parks-Glenn Highway interchange rerouting access to the Visitor Center; and

WHEREAS, since the completion of the interchange the Visitor Center has seen a 50 percent decline in visitors due to the increased high speed and limited access; and

WHEREAS, in January of 2006 the Mat-Su Regional Medical Center opened adjacent to the Visitor Center significantly increasing the value of the surrounding land; and

WHEREAS, a five year projection estimates commercial growth with new medical offices, assisted living, banks, restaurants and hotel construction; and

WHEREAS, the Mat-Su Convention and Visitors Bureau Board of Directors envision the need to establish a new "Gateway/Destination Visitor Center" in a pristine setting near the south border of the Borough to welcome visitors and provide multiple agency information; and

WHEREAS, the Mat-Su Convention and Visitors Bureau received a grant from the National Scenic Byways Federal Highway Administration in December 2008 to develop a plan for a new Mat-Su Valley South Gateway Visitor Center for \$140,000. The Preliminary Feasibility Study was completed in June 2010 identifying potential partners and several sites; and

WHEREAS, the Mat-Su Borough Assembly identified a Mat-Su Valley South Gateway Visitor Center as a priority in the *Tourism Infrastructure Needs Study June 2008* and at and April 10, 2010, Tourism Summit; and

WHEREAS; the Feasibility Study outlines an implementation strategy and work plan and the Borough Assembly supports the recommendations and value of the report; and

WHEREAS; a new visitor center could be sustainable with partner agencies occupying the facility and committing to lease agreements; and

NOW, THEREFORE, BE IT RESOLVED, the Matanuska-Susitna Borough Assembly supports the implementation of steps in the Mat-Su Valley South Gateway Visitor Center Feasibility Study which explores a partner driven destination visitor center to showcase the recreational opportunities in the Mat-Su Valley and increase the visitor experience and length of stay.

ADOPTED by the Matanuska-Susitna Borough Assembly this 21 day of September, 2010.


TALIS J. COLBERG, Borough Mayor

ATTEST:


LONNIE R. MCKECHNIE, CMC, Borough Clerk (SEAL)

PASSED UNANIMOUSLY: Woods, Houston, Arvin, Ewing Bettine, Colver, and Halter