

**SUBJECT:** AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$100,000 FROM THE MAT-SU TRAIL AND PARK FOUNDATION TO THE SETTLERS BAY COASTAL PARK PROJECT NO. 15040 FUND 440 TO DEVELOP THE PARK (MSB007387).

**AGENDA OF:** November 27, 2018

**ASSEMBLY ACTION:**

**MANAGER RECOMMENDATION:** Introduce and set for public hearing.

**APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:**

Route To:	Department/Individual	Initials	Remarks
	Originator	EK	
	Community Development Director	EP	
	Finance Director	CX	
	Borough Attorney	NS	
	Borough Clerk	JRM	11/19/18

**ATTACHMENT (S) :** Fiscal Note: YES X NO \_\_\_\_\_  
Settlers Bay Park Development Plan (2 pp)  
MSTPF Grant Agreement (4 pp)  
Ordinance Serial No. 18-106 (3 pp)  
Resolution Serial No. 18-074 (2 pp)

**Proposed Amendments to RS 18-074 (2 pp)**

**SUMMARY STATEMENT:** The Mat-Su Trail and Park Foundation awarded a \$100,000 grant to the Borough for development of the Settlers Bay Coastal Park.

The grant funds will be used to help develop the initial infrastructure necessary to open the park to the public. Development will be in accordance with the recently adopted recreation development plan.

**RECOMMENDATION OF ADMINISTRATION:** Staff respectfully requests the Assembly accept and appropriate \$100,000 from the Mat-Su Trail and Park Foundation to the Settlers Bay Coastal Park, Project No. 15040, Fund 440; and approve the scope of work and budget to develop the park (MSB007387).

MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE

Agenda Date: November 27, 2018

ORIGINATOR: Community Development

SUBJECT: An Ordinance of the Matanuska-Susitna Borough Assembly accepting and appropriating \$100,000 from the Mat-Su Trail and Park Foundation to the Settlers Bay Coastal Park Project No. 15040 Fund 440 to develop the park (MSB007387).

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="radio"/> YES <input type="radio"/> NO
AMOUNT REQUESTED <u>100,000</u>	FUNDING SOURCE <u>Grant Mat Su Trail &amp; Park Fdn</u>
FROM ACCOUNT #	PROJECT #
TO ACCOUNT: <u>440.000.000 3 xx. xxx</u>	PROJECT # <u>15040</u>
VERIFIED BY: <u>[Signature]</u>	CERTIFIED BY:
DATE: <u>11-8-18</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
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REVENUE			<u>100</u>			
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other			<u>100</u>			
TOTAL			<u>100</u>			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 DEPARTMENT: Chadene Hurd DATE: 11/8/18  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## GRANT AWARD AGREEMENT

### MSTPF Grant# 2018-402

THIS GRANT AWARD AGREEMENT ("Agreement") is made and entered into this 11th day of October, 2018 by and between the Mat-Su Trails and Parks Foundation ("Foundation") and Matanuska-Susitna Borough ("Grantee").

WHEREAS, Grantee has submitted a proposal to Foundation (the "Proposal") to fund the project described therein (the "Project"); and,

WHEREAS, the Foundation agrees to make a grant to Grantee for up to \$100,000.00 to fund the Settlers Bay Coastal Park Improvements Project, subject to the terms and conditions set forth herein (the "Grant"),

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Grantee shall perform the Project as set forth in the Proposal, which is incorporated by this reference as if fully recited herein. Any variations in the Project or the use of Grant Funds from that described in the Proposal requires the advance express written approval of Foundation.
2. Project Period. The Project has been approved for a period of 18 months beginning October 11<sup>th</sup>, 2018 and ending on March 11<sup>th</sup>, 2020 (the "Project Period"). Should Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request to the Foundation Executive Director no later than 60 days prior to Project Period end date. If Foundation approves the extension, the parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.
3. Expenditures. All expenditures of Grant Funds by Grantee must be spent within the Project Period and must be consistent with the Project budget as set forth in the Proposal (the "Project Budget") and as approved by Foundation. Any deviation from the Project Budget, such as under- or over-spending Grant Funds requires prior written approval of Foundation and may require an amendment to this Agreement, at the discretion of the Foundation. Deviations from the Project Budget are not authorized retroactively.
4. Interim and Final Report. Grantee agrees to deliver to the Foundation Executive Director an Interim Report, Final Report and two detailed Expenditure Reports for Project on this schedule:

Interim Report + Expenditure Report due August 11<sup>th</sup>, 2019

Final Report + Expenditure Report due May 11<sup>th</sup>, 2020

Interim Report shall include a narrative account of accomplishments resulting from the expenditure of Grant Funds and a description of progress made towards achieving the Project's objectives. Expenditure Reports will

compare actual expenses to the approved Project Budget on a line item basis, with explanation of variances. Should grantee complete the project earlier than scheduled, reports are due at time the project is completed.

5. **Disbursement Schedule.** Foundation will disburse 80% of Grant Funds upon approving Grant Proposal and receiving a signed copy of this Grant Award Agreement. The final 20% of Grant Funds will be disbursed upon Foundation receiving a Final Report along with Expenditure Report. The Foundation, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.
6. **Records.** Although the Grant Funds need not be segregated, funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Project.
7. **Foundation Right to Review and Evaluate.** Foundation may review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Foundation personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other records and materials connected with the activities funded by this Grant. All financial and other records relating to the Project shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in section 12 of this Agreement.
8. **Maintaining Tax Status.** Grantee shall maintain the Internal Revenue Service tax code status it represented to Foundation that it had when submitting the Proposal throughout the duration of the Project Period unless otherwise approved by Foundation. Grantee shall remain in good standing with the State of Alaska and Mat-Su Borough.
9. **Title to Property Acquired with Grant Funds.** Title to all tangible property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property") shall be vested in Grantee. However, Foundation shall have a purchase money security interest in the Grant Funded Property until the Final Report has been accepted by Foundation. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal.
10. **Foundation's Right to Return of Funds or Property.** Any Foundation funds not used by Grantee for the purposes of the Project as approved in the Project Budget remain the property of Foundation, and shall be promptly returned to Foundation at the conclusion of the Project Period. If at any time during a Grant Funded Property's useful life a Grantee fails to use the Grant Funded Property for the purposes set forth in the Proposal, Grantee shall repay to Foundation an amount equal to the value for the entire useful life of the property minus that portion of the useful life of the Grant Funded Property during which it was used for the purpose of the Grant, utilizing the straight-line method of depreciation. If Grantee fails to make timely repayment of the appropriate portion of the item, Foundation may take possession of the Grant Funded Property. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Grant Funds or Grant Funds which were not applied in accordance with the terms of this Agreement.
11. **Publicity.** All publicity associated with the Project must clearly identify the Mat-Su Trails and Parks Foundation as a funding source in whole or in part.

12. **Termination of Grant by Foundation.** The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant Funds if: (a) Foundation is not satisfied with the quality of the Grantee's work or the progress toward achieving the objectives of the Project; (b) Foundation determines that the Grantee is incapable of satisfactorily completing the Project; (c) Grantee fails to meet the conditions set forth in this Agreement and the Proposal; (d) Grantee's federal income tax status changes; or (e) Grantee dissolves.

The Foundation may have based its decision to fund this Project on the qualifications of specific individuals named by Grantee as responsible for carrying out Project work outlined therein. In the event these named individuals are no longer involved in completing the work for any reason, Foundation reserves the sole right to terminate the Project if it believes replacement staff proposed by Grantee cannot complete the Project in a timely fashion or in an acceptable manner.

If the Grant is terminated prior to the end of the Project Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of Grant Funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant Funds which were not expended on or prior to effective date of termination and all Grant Funds which were expended prior to date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination, and (c) repay to Foundation an amount equal to the value of any Grant Funded Property less the value of that portion of the Grant Funded Property's useful life during which it was used for the purpose of the Grant. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of Grant Funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

21.02.01

13. **Relationship of Parties.** Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that the Grantee will not, by act of omission or commission, foster any belief on the part of 3<sup>rd</sup> parties that such a relationship exists.
14. **Indemnification.** Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, offices, members, employees, or other funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contractors, torts or other acts or omissions of the Grantee, its employees, directors, officers, or funded-activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.
15. **Authority and Validity.** Each individual executing this Agreement on behalf of the Grantee warrants that s/he has full power and authority to execute this Agreement on behalf of the organization. Further, Grantee warrants that the board of directors of Grantee has taken all action required by law, Grantee's Articles of Incorporation and Bylaws or otherwise to authorize the execution and delivery of this

Agreement and the consummation of the transactions contemplated herein. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.

16. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.
17. Lobbying. By accepting this Grant, Grantee agrees that these funds will be used exclusively for exempt purposes described in Section 501c3 and will not be used to carry on propaganda, or otherwise attempt to influence legislation (except as permitted under Section 501), or to participate in any political campaign on behalf of any candidate for office.
18. Entire Agreement. This Grant Award Agreement constitutes the entire Agreement between parties regarding the Project and supersedes all previous related understandings or written or oral agreements between the parties.
19. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both Foundation and Grantee.
20. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Alaska. Any lawsuit, action or proceeding resulting from or related to this Agreement shall be commenced in a court of competent jurisdiction located in Alaska.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written:

Matanuska-Susitna Borough

By: \_\_\_\_\_

John Moosey, Borough Manager

Date

10.24.18

MAT-SU TRAILS AND PARKS FOUNDATION

By: \_\_\_\_\_

Stuart R. Leidner, Executive Director

Date

10.25.18



# Settlers Bay Coastal Park : Recreation Development Plan

## Goals and Development Plan

rev. 06/13/2018

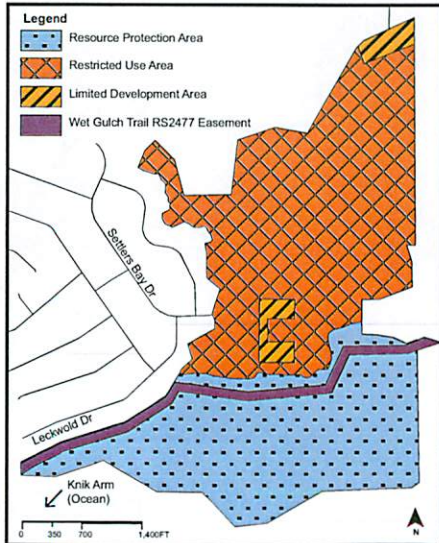
### GOALS AND PARK IMPROVEMENTS - Goals for the Place and the Recreational Experience:

- Comply with the Conservation Easement (see summary below).
- Strive to meet the evolving recreational interests of a growing region, providing for a diverse range of healthy, non-motorized outdoor recreation activities, including skiing, biking, and walking.
- Maintain a strong sense of the site's natural setting.
- Discharge of firearms shall not be allowed.
- The forested character of the site is valued. Efforts are made to retain forest health, enhance vegetation to create a more natural experience, and provide wildlife habitat. At the same time, clearing is allowed for authorized trail expansion and development projects in certain areas as well as permitted forestry efforts (e.g. harvest of dead trees, firewise).
- Courtesy between users and an ethic of care and respect for the site is promoted through education and outreach, user sweat equity, trail watch efforts, and self-enforcement.

- Continue to improve facilities through active partnerships with user groups and other volunteers. Link approval of user group projects to responsibilities for ongoing maintenance.
- Ensure that appropriate facilities, including some trails and viewing areas are compliant with the Americans with Disabilities Act and Architectural Barriers Act.
- Should any historical, cultural or other potential archeological resources be discovered within the sale area, all work shall cease in the immediate area and an area extending in a 100' radius from the discovered resources. The Borough shall be notified within two Borough business days. Operations may not resume within 100' of the discovery until the Borough has evaluated the discovery, appropriate mitigation or preservation measures are effected and a written authorization to resume is issued by the Borough.
- Develop trail connections beyond the boundaries of the park to allow for visitor access without having to drive a car. Make the park available as a starting point for non-motorized trail activities such as the Junior Iditarod and fat tire bike races.
- Support development of a pedestrian trail connection to the Settlers Bay Golf Course.

### CONSERVATION EASEMENT- Summary of activities and development allowed within the Park:

The map below shows extent of the areas defined in the easement and the associated list of permitted activities. Locations shown represent generalized boundaries and the list of permitted activities is abbreviated and should not be used in place of the recorded easement. Review and approval by the Great Land Trust may be required for some activities in certain areas. The easement was recorded in the Palmer Recording District as document serial number 2018-006111.



#### Resource Protection Area (Salt Marsh/Tidal Estuary)

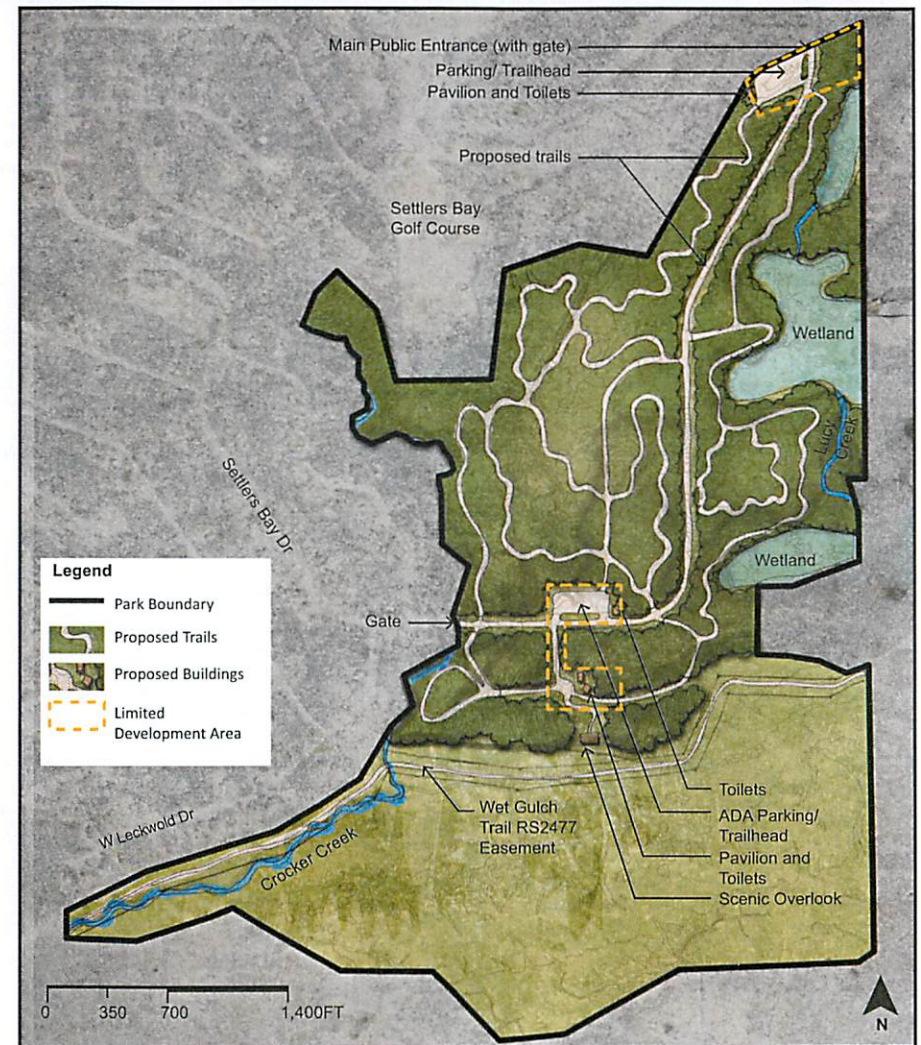
- Existing trails may be maintained for non-motorized use, and motorized use only if within the Wet Gulch Trail Easement
- Limited new non-motorized trails
- Regulatory signs, access control structures such as gates, boulders, and guard rail
- Habitat restoration projects

#### Restricted Use Area (Uplands)

- Existing trails may be maintained for non-motorized use
- New non-motorized trails
- Benches and scenic overlooks
- Public access, signs, and gates

#### Limited Development Area

- Existing trails may be maintained for non-motorized use
- New non-motorized, paved trails
- Parking lots, access roads, restrooms, kiosks, picnic tables, pavilions, playgrounds, disc golf courses, dog parks, a caretaker cabin, and other similar amenities
- Public access, signs, and gates



#### Park Development Plan Map

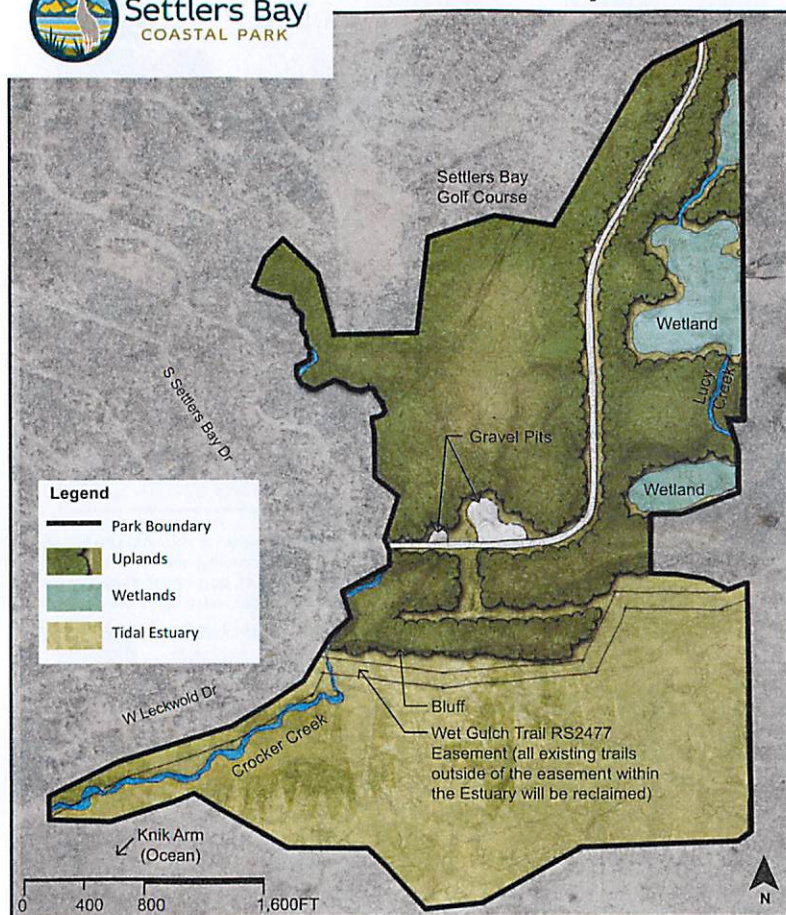
The map above shows existing and future conceptual locations for planned improvements in the Park, including trails, buildings and other new or improved facilities. Locations shown represent generalized intentions. Final siting and design of planned improvements will require more detailed on-site and user group review and more refined site planning.

IM 18-164  
OR 18-106  
RS 18-074



# Settlers Bay Coastal Park : Recreation Development Plan

rev. 06/13/2018



Existing Conditions Map

## Opportunities and Challenges - Conservation Easement

The Park offers a natural public space in a residential community with a link to the ocean and views of the mountains. Visitors are rewarded with spectacular views of the rugged peaks of the Chugach Mountains to the south, and the Talkeetna Mountains to the north, as well as views of the Knik Glacier.

This Plan seeks to define the balance between public access and resource protection, enhancement, and restoration. The challenge going forward is developing recreation infrastructure while honoring the commitment to preserve the natural setting and habitat value. The Conservation Easement dedicated across the Park clearly lists what type of land use and development are allowed.

## Plan Overview: Purpose, Setting, Issues & Opportunities

### Vision - A New Coastal Park



The Settlers Bay Coastal Park (Park) will develop into a nature-based recreational park in which people can play and picnic with family, friends and peers. It will include active recreation such as cycling, walking, and skiing.

### Background - Former Private Land



The Park includes 295 acres of attractive, accessible Matanuska Susitna Borough (Borough) owned land located near Settlers Bay Golf Course and the Knik Arm of Upper Cook Inlet, south of Knik Goose Bay Road. The nearby golf course opened in 1977 followed by steady residential development within the Knik-Fairview Community, the fastest growing community in the Borough. The Great Land Trust worked with the developer to set aside this 295-acre area as an undeveloped slice of nature. There are over 1,000 homes within one mile of the Park. The land was purchased by the Great Land Trust and donated to the Borough with development limitations and restrictions.



### Existing Conditions - Facilities

The Park includes an old gravel pit used during construction of neighborhood roads; an overgrown gravel road leading south from the pit that parallels the bluff east to the estuary; and a trail bridge across Crocker Creek in the Wet Gulch Trail Easement.

### Current facilities in the Park include:

- Access road and parking area. Access road for parking only and not through traffic.
- Three miles of existing trails. A mix of trails have developed over the years.
- Wet Gulch Trail Easement—developed into an ATV trail in the tidal flats along the base of the bluff including a bridge over Crocker Creek.

### Soils



The Park includes an abundance of cold, wet, highly erodible soils that support a diverse range of wetlands; upland riparian wetland corridors along Lucy Creek, kettle fens, and salt marsh. These delicate areas are highly susceptible to erosion and damage from over-use. Outside of the wet areas, the soil is predominately the Kichatna silt loam, which can reach depths of five feet. The developable soils are highly susceptible to water erosion – which should be actively mitigated by construction activities.

### Topography

Wetlands, salt marsh, and estuarine habitat, as well as forested uplands provide viewing opportunities for wildlife, migratory birds, and marine animals, including the elusive Cook Inlet Beluga Whale.

The Park consists mostly of low angle uplands and tidally-influenced estuarine lowlands divided by a bluff. The uplands are generally undulating with small hills throughout. Two small creeks flow along the Park's eastern and western boundary, with small depressions and lowlands located along Lucy Creek and the eastern boundary. Local relief of the uplands tend to range between 50 to 90 feet. The southern portion of the Park is defined by the edge of a steep sloping bluff that drops to the estuary. The bluff consists of a vegetated upper slope with a muddy intertidal zone at the base, generally ranging between 25 and 60 feet in elevation. The bluff is highly erosive due partly to the composition of the soil and the erosive action of the Knik Arm tidal flow. The saltwater shoreline and grassy estuarine lowlands are generally flat except for the Crocker Creek channel along the Park's western boundary.

### Plant Communities

The uplands are comprised of a mixed forest of primarily of paper birch and white spruce, with tall shrub communities of willow and alder, with some prickly rose, currant, and dogwood. Groundcover includes mosses, grasses, ferns, fireweed, Labrador tea, and horsetail. Large cottonwoods line Crocker Creek. The inland wetlands in the Park are comprised of dwarf birch, cotton grass, buckbean, and willow shrubs. Some areas include bluejoint reedgrass, bog rosemary as well as sedges, bulrush, and pondweed. The tidal flats are primarily vegetated only by algae. The area just below the bluff is covered primarily by patches of creeping alkali grass, seaside arrow-grass, as well as slender glasswort, spurry, sea blight, Ramenski sedge, and algae. Slightly elevated areas include beach rye, bluejoint, wild iris, squirrel-tail barley and beach lovage. Other important plants in these communities are goose tongue, Pacific silverweed and sea milkwort to name a few. (ADFG 2002).



Photos courtesy of: Dev Dharm Khalsa, GLT, Carl Johnson, and Bob Waldrop.

IM 18-164  
OR 18-106  
RS 18-074