

SUBJECT: ACCEPTING AND APPROPRIATING \$10,712 FROM THE MAT-SU DISC GOLF ASSOCIATION, APPROVING THE SCOPE OF WORK AND BUDGET, AUTHORIZING THE MANAGER TO ENTER INTO THE AGREEMENT FOR THE SAW CREW PROJECT.

AGENDA OF: September 16, 2025

Assembly Action: Adopted without objection 10/07/25 - BJH

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	9 / 2 / 2 0 2 5 X E m e r s o n K r u e g e r S i g n e d b y : E m e r s o n K r u e g e r
Department Director	9 / 2 / 2 0 2 5 X J i l l i a n M o r r i s s e y S i g n e d b y : J i l l i a n M o r r i s s e y
Finance Director	 R e c o v e r a b l e S i g n a t u r e X L i e s e l Z a n t o f o r C H S i g n e d b y : L i e s e l W e l l a n d
Borough Attorney	9 / 4 / 2 0 2 5 X J o h n A s c h e n b r e n n e r f o r N . S . S i g n e d b y : J o h n A s c h e n b r e n n e r
Borough Manager	9 / 4 / 2 0 2 5 X M i c h a e l B r o w n S i g n e d b y : M i k e B r o w n
Borough Clerk	9 / 5 / 2 0 2 5 X B r e n d a J . H e n r y f o r S i g n e d b y : B r e n d a H e n r y

ATTACHMENT (S) : Memorandum of Agreement (4 pp)
Ordinance Serial No. 25-108 (2 pp)
Resolution Serial No. 25-090 (2 pp)

SUMMARY STATEMENT:

Saw Crew Project was started in response to the spruce bark beetle outbreak which decimated the mature spruce in South Central Alaska leading to an increased threat to public safety from wildfire and hazard trees. The Saw Crew has focused on cutting and disposing of dead spruce trees and hazardous trees at Borough public facilities such as schools, fire stations, and recreation areas.

Significant work was done at the Alcantra Sports to reduce the risk of wildfire spreading from the wooded perimeter of the facility to

the surrounding neighborhoods. A portion of the work overlapped with the Alcantra Disc Golf Course.

Subsequent conversations between the Borough and the Mat-Su Disc Golf Association identified areas of additional need for work for which the Saw Crew is uniquely qualified.

The grant funding will be used to reduce the under-story, mid-story, and hazard trees from the Alcantra Disc Golf Course. The Alcantra Saw Crew project is expected to take a total of ten work days to complete. Weather permitting, work is projected to be finished before winter 2025.

RECOMMENDATION OF ADMINISTRATION: Adoption of legislation.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: 9/16/2025

SUBJECT: ACCEPTING AND APPROPRIATING \$10,712 FROM THE MAT-SU DISC GOLF ASSOCIATION, APPROVING THE SCOPE OF WORK AND BUDGET, AUTHORIZING THE MANAGER TO ENTER INTO THE AGREEMENT FOR THE ALCANTRA SAW CREW PROJECT.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$10,712	FUNDING SOURCE Grant
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 440.000.000 3xx.xxx	PROJECT # 20317
VERIFIED BY: _____ X M e r i s s a C a r r e l l _____ Signed by: M e r i s s a C a r r e l l	

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	10.7					
TOTAL	10.7					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:	_____ X L i e s e l Z a n t o _____ Signed by: L i e s e l Z a n t o
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IM 25-206

OR 25-108

IM No. 25-206

Resolution Serial No. 25-090

Ordinance Serial No. 25-108

MEMORANDUM OF AGREEMENT BETWEEN
MAT-SU DISC GOLF ASSOCIATION
AND
THE MATANUSKA- SUSITNA BOROUGH
TO SUPPORT THE ALCANTRA DISC GOLF

ARTICLE 1: PARTIES

The parties of this Agreement are the Mat-Su Disc Golf Association (MSDGA) and the Matanuska-Susitna Borough (MSB).

ARTICLE 2: AUTHORITY and GENERAL INTENT

AUTHORITY: Pursuant to the MSB trail care agreement with the MSDGA for the Alcantra Disc Golf Course and the Disc Golf Course Expansion, the MSDGA has agreed to control vegetation with the trail corridor and request assistance from MSB for help when that work is beyond their capability and resources.

INTENT: MSDGA has requested MSB Saw Crew assistance with vegetation control along both the expanded course as well as the existing course.

ARTICLE 3: PROJECT SCOPE AND RESPONSIBILITIES

SCOPE: MSB saw crew, a three-person hand crew with access to borough tools and equipment is to clear fairways for the Alcantra disc golf course expansion, using hand tools targeting trees, brush, and ground cover. Any time remaining after completion of the primary scope will be spent on the existing course, hardening trails, felling hazard trees, and other maintenance within the overall scope of the saw crew.

THE MATANUSKA-SUSITNA BOROUGH SAW CREW WILL:

1. Undertake 80-hours of work to achieve the scope of this project at the Alcantra Disc Golf Course.
2. Utilize MSB resources to perform the work.

THE MAT-SU DISC GOLF ASSOCIATION WILL:

1. Provide \$10,812.00 in funding to the MSB.

2. Ensure the MSB saw crew has clear guidance prior to beginning the project, to include appropriate fairway delineation by flagging, painting, pin flags or other physical demarcation of work to be performed by the MSB saw crew.
3. Be available as needed to address questions on the location and nature of the vegetation control, trail hardening, and other maintenance to be undertaken by the MSB saw crew.
4. Assist MSB saw crew with public outreach to inform residents of the project, inform the public of any available firewood, and provide updates for continued public information on the project.

ARTICLE 4: PROJECT SPECIFIC TERMS AND CONDITIONS

Funding for this agreement is provided by a grant from the Mat-Su Disc Golf Association to the Matanuska-Susitna Borough.

The MSB will report to the MSDGA when the MSB saw crew will be available for an initial site inspection, as well as the work schedule, progress, and completion.

ARTICLE 5. POINTS OF CONTACT

Kelly Allen, President, 907-982-6211

Mat-Su Disc Golf Association
740 W. Fern Ave.
Palmer, AK 99645

Emerson Krueger, Natural Resource Manager, ekrueger@matsugov.us, 907-861-7867

Matanuska-Susitna Borough
350 E Dahlia Ave
Palmer, AK 99645

ARTICLE 6: EFFECTIVE DATE AND PERIOD OF AGREEMENT

The MSB will provide a final project report to the MSDGA. The report will include information on the outcome. **A final report is due by December 1, 2025.**

ARTICLE 7: CHANGES AND AMENDMENTS

Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person shall be interpreted as amending or otherwise affecting the terms of this Agreement. Either party may request an amendment.

Agreement – MSDGA & MSB - Alcantra Disc Golf Course Saw Crew Maintenance 2025

ARTICLE 8. TERMINATION

Either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty days prior written notice of termination. The party initiating the written notice of termination will not incur any liability or obligation to the terminated party, other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date. The party receiving the written notice of termination will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds remaining after termination will be established based on MSB payroll issued prior to termination and, as appropriate, a refund will be issued.

ARTICLE 9: DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final.

ARTICLE 10. WORKPLACE CONDUCT

The State of Alaska is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, disability, marital status, changes in marital status, pregnancy, and parenthood. This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing and other such verbal or physical conduct.

Creating a hostile work environment will not be condoned. This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.

ARTICLE 11: PARTIES RESPONSIBLE FOR THEIR OWN ACTS

The MSB and the MSDGA, each agree that they will be responsible for their own acts, omissions, or other culpable conduct and neither shall be responsible for the actions or inactions of the other. Each party agrees to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative defense, or request for relief.

ARTICLE 12: FORCE MAJEURE

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

ARTICLE 13: LAWS AND REGULATIONS

Nothing in this Agreement is intended to conflict with the Federal, State, or local laws or regulations. If there are conflicts, this Agreement will be amended to bring it into conformation with applicable laws and regulations.

ARTICLE 14: ENTIRE AGREEMENT

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency.

Kelly Allen, President

Date

Mat-Su Disc Golf Association

Michael Brown, Manager

Date

Matanuska-Susitna Borough