


**SUBJECT:** Authorization by the Matanuska-Susitna Borough Assembly for the Borough Manager to enter into a long-term management agreement with the State of Alaska for the purpose of maintaining a Borough installed restroom and creating a primitive campground at Sunshine Creek.

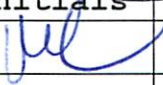





**AGENDA OF:** December 3, 2019

**ASSEMBLY ACTION:**

Approved Under the Consent  
Agenda 12-3-19 

**MANAGER RECOMMENDATION:** Present to the Assembly for consideration.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: 

Route to:	Department/Individual	Initials	Remarks
	Originator		
	Community Development Director		
	Finance Director		
	Borough Attorney		
	Borough Clerk		11/25/19 

**ATTACHMENTS:** Fiscal Note: YES X No ~~2~~  
Cooperative Agreement sent by SOA (4 p)

**SUMMARY STATEMENT:**

Sunshine Creek, located at Mile 103 of the Parks Highway, is a popular fishing and camping area for both residents and visiting outdoor enthusiasts. The area was being negatively impacted by ATV use and foot traffic, damaging the riverbank. Additionally, the lack of restroom facilities was creating a potential health hazard, due to the amount of human waste left in the area.

In 2008, the Sunshine Community Council reached out to the State of Alaska and the Borough for assistance, as both entities own lands being impacted by the use.

Based on the request of the Community Council, in 2008, the Matanuska-Susitna Borough entered into negotiations with the State of Alaska to construct a primitive restroom facility and manage the area at Sunshine Creek.

Prior to the formalization of any management agreement with the State of Alaska, the borough staff member working on the project resigned their position. Neither the Borough nor the State of Alaska ever pursued the completion of the agreement after 2008.

The restroom, however, was installed the following year as had previously been discussed and agreed on by both parties. No formal agreement was ever signed between the two entities.

The borough has been maintaining the restroom and trash removal since 2009, on a regular basis.

Due to increased usage at the site in the form of day use and camping, the uplands are being negatively impacted and the road has deteriorated to being nearly impassable at times. Staff investigated the possibility of repairing the road and improving the camping area in 2016 and it was then discovered that no formal agreement had ever been signed. Current borough staff drafted an agreement to manage the site and submitted it to the State of Alaska in February of 2016. In October of 2019, the Borough received the agreement back from the State of Alaska for the Manager to sign.

There is project monies budgeted for the road repair and campground construction.

MSB 23.10.160 provides that the Manager may, in accordance with Title 23 and adopted procedures, enter into an agreement for the purpose of managing borough-owned property. The period covered by any management agreement shall not exceed a period longer than five years unless otherwise approved by the assembly by ordinance.

**RECOMMENDATION OF ADMINISTRATION:**

The Matanuska-Susitna Borough Assembly authorize the Borough Manager to enter into a long-term Management Agreement with the State of Alaska for purpose of maintaining the fishing access site at Sunshine Creek and expanding the use to include the construction of a primitive campground.

MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE

Agenda Date: December 3, 2019

SUBJECT: Authorization by the Matanuska-Susitna Borough Assembly for the Borough Manager to enter into a long-term management agreement with the State of Alaska for the purpose of maintaining a Borough installed restroom and creating a primitive campground at Sunshine Creek.

ORIGINATOR: Hugh Leslie

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED <u>3,500</u>	FUNDING SOURCE <u>Areawide</u>
FROM ACCOUNT # <u>100.170.129 4xx.xxx</u>	PROJECT #
TO ACCOUNT:	PROJECT #
VERIFIED BY: <u>[Signature]</u>	CERTIFIED BY:
DATE: <u>11-21-19</u>	DATE:

EXPENDITURES/REVENUES: (Thousands of Dollars)						
OPERATING	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Personnel Services						
Travel						
Contractual(pumping)						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING		\$ <u>3.5</u>	*	*	*	*

CAPITAL						
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REVENUE						
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FUNDING: (Thousands of Dollars)						
General Grant Funds		* <u>3.5</u>	*	*	*	*
State/Federal Funds						
Other						
TOTAL		<u>3.5</u>				

POSITIONS:						
Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: Hugh Leslie PHONE: 861-7868  
 DEPARTMENT: Community Development DATE: \_\_\_\_\_  
 APPROVED BY: [Signature] DATE: 11/21/19

The borough has been maintaining the restroom and collecting trash since the restroom was constructed in 2009. The annual costs to service the site, pump the holding tank and supply paper products is approximately \$3,500.00 per season. There should be no increase in operating costs by formalizing the agreement with the State of Alaska

COOPERATIVE MANAGEMENT AGREEMENT

BETWEEN

MATANUSKA-SUSITNA BOROUGH  
COMMUNITY DEVELOPMENT DEPARTMENT  
RECREATION SERVICES DIVISION

AND

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER, SOUTHCENTRAL REGIONAL LAND OFFICE  
SUNSHINE CREEK – ADL 233472

THIS AGREEMENT is made and entered into between the Matanuska-Susitna Borough (MSB), whose address is 350 East Dahlia Avenue, Palmer, Alaska, 99645, and the State of Alaska, Department of Natural Resources, Division of Mining, Land, and Water (DMLW), Southcentral Regional Land Office, whose address is 550 West 7<sup>th</sup> Avenue, Suite 900c, Anchorage, Alaska, 99501, and outlines certain management duties and responsibilities of the MSB and DMLW.

The MSB does hereby agree to manage, and the DMLW does hereby agree to accept, the management in accordance with the following terms (hereinafter referred to as “agreement”).

- I. Purpose: Under this agreement, the DMLW grants surface land management responsibilities as described below, to the MSB.
- II. Authority: This agreement is entered into under the authority of *AS 38.05.027*.
- III. Legal Description:  
TOWNSHIP 24 NORTH, RANGE 5 WEST, SEWARD MERIDIAN  
  
Section 14: GLO Lot 1  
  
Containing 26.44 acres, more or less,  
  
As portrayed on the official U. S. Survey Plat of Township 24 North, Range 5 West, Seward Meridian, Alaska, examined and approved by the U.S. Surveyor General’s Office, Juneau, Alaska, April 24, 1918.
- IV. Management Intent: To utilize an area of State of Alaska owned lands for the purpose of managing and developing a campground which includes installing and maintaining picnic tables, signage, campsites, outhouse facilities, and waste receptacles. Additional provisions are outlined in Attachment A.
- V. Matanuska-Susitna Borough Responsibilities: Any and all financial obligations under this agreement are subject to appropriation by the Borough Assembly.

As funding allows, the MSB or their subcontractors will install and maintain picnic tables, signage, campsites, outhouse facilities, and waste receptacles. The MSB or their subcontractors will repair, replace, and/or remove the improvements in the event that they become damaged and/or vandalized.

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Routine maintenance will include cleaning and pumping of outhouses, painting or other maintenance associated with the picnic facilities, and emptying trash receptacles.

As funding allows, the MSB will provide staff and equipment to actively manage improvements. Additionally, the MSB may charge a fee consistent with MSB policy for the use of the facility to offset the cost of the maintenance.

- VI. Division of Mining, Land, and Water Responsibilities: The DMLW will not create or approve any other interests not already existing on land covered by this agreement without first consulting with the MSB. The DMLW shall give the MSB a minimum of 30 days to review and comment on any such proposals, and shall take all steps necessary to ensure that land management objectives for authorizations remaining under the DMLW's jurisdiction do not conflict with the MSB's management of the facilities on this land.
- VII. Compliance with Governmental Requirements: MSB shall, at its expense, comply with all applicable laws, regulations, rules and orders, and the requirements and stipulations included in this authorization. The MSB shall require compliance by its employees, agents, contractors, subcontractors, or licensees.
- VIII. General Provisions: This agreement conveys no property interest from the DMLW to the MSB. The agreement may not be assigned, in whole or in part, without the separate, written approval of the DMLW, and the MSB.
- IX. No Impairment of Future DMLW Management: The grantee shall not create any obligations relating to the assigned land that would bind the State. This provision is intended to ensure that DMLW may freely manage the land under the principles of multiple use management without incurring financial or other obligations.
- X. Term: This agreement shall remain in effect for 10 years unless terminated by the Director of the Division of Mining, Land, and Water, or by the Manager of the Matanuska-Susitna Borough. The agreement may be extended by mutual agreement.
- XI. Notices:
- |  |   |
|--|---|
| Community Development Department<br>Matanuska-Susitna Borough<br>350 E Dahlia Avenue<br>Palmer, AK 99645 | Regional Manager<br>Southcentral Regional Land Office<br>Division of Mining, Land, and Water<br>Alaska Dept. of Natural Resources<br>550 West 7 <sup>th</sup> Avenue, St. 900C<br>Anchorage, AK 99501 |
|--|---|
- XII. Termination/Amendment: This agreement may be terminated by the Director of DMLW or by the Manager of the MSB at any time, for any reason, with 30-day notice in writing. Amendments to this agreement may be proposed in writing by the DMLW or MSB at any time.
- Amendments to the original agreement will become effective immediately upon written approval of the DMLW and the MSB.
- XIII. In the event the MSB is no longer able to manage and maintain these facilities, the MSB will remove the outhouses, picnic tables and waste receptacles. Additionally, at the termination of this agreement all improvements must be removed, and the site must be returned to a condition acceptable to DMLW.
- XIV. Adoption: This agreement shall be effective from the date of signature of both parties.

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This agreement has been reviewed, agreed to, and executed by the following parties:

STATE OF ALASKA

\_\_\_\_\_  
Marty Parsons, Director  
Division of Mining, Land, and Water

\_\_\_\_\_  
Date

State of Alaska            )  
                                      )ss.  
Third Judicial District    )

On \_\_\_\_\_, 2019, Marty Parsons, Director, Division of Mining, Land, and Water, who is personally known to me, appeared and acknowledged before me that he signed the Management Agreement as the authorized representative for the State of Alaska.

\_\_\_\_\_  
Notary Public for State of Alaska

My commission expires: \_\_\_\_\_

MATANUSKA SUSITNA BOROUGH

\_\_\_\_\_  
John Moosey, Borough Manager

\_\_\_\_\_  
Date

State of Alaska            )  
                                      )ss.  
Third Judicial District    )

On \_\_\_\_\_, 2019, John Moosey, Borough Manager, who is personally known to me, appeared and acknowledged before me that he signed the Management Agreement as the authorized representative for the Matanuska Susitna Borough.

\_\_\_\_\_  
Notary Public for State of Alaska

My commission expires: \_\_\_\_\_

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ATTACHMENT A  
ADDITIONAL PROVISIONS

The following provisions are granted for the public use area Sunshine Creek Campground and shall include the following:

1. The MSB shall obtain written approval from DMLW prior to placing developments on site or implementation of any new fees. A development plan shall be required and approved in writing by DMLW prior to development.
2. Under this agreement, the MSB may authorize third party agreements and contracts for management of campground and associated facilities.
3. The MSB shall insure all agreements, licenses, and other permits necessary to the performance under this agreement are acquired and shall require that they be maintained in good standing.
4. The MSB or subcontractors may charge fees for camping and trailhead parking consistent with MSB adopted fee policies to offset the cost of maintenance of the facility.
5. The MSB may perform or give third parties authorization to perform maintenance work, campsite development, hardening, and minor relocation of campground improvements within the approved area.
6. The MSB shall include, on any third party authorizations, stipulations designed to prevent site and water contamination from hazardous or potentially hazardous materials; may require performance bonds in an amount commensurate with the scope and intensity of site use, including site clean-up, and subject to appropriation for the particular purpose, the MSB shall hold the State harmless from all liability, including costs and attorney's fees for all actions or claims resulting from injuries or damages sustained by any person or property as a result of the MSB's negligence or misrepresentation, its contractor's, or its employees' performance of this agreement.
7. The MSB shall share with the DMLW reports of improvements, third party agreements, licenses or other permits issued at least once annually.
8. The MSB will report annually to the DMLW the actual costs and revenue collected from all third-party agreements entered into to manage the area.

*LM 19-128*