

SUBJECT: INFORMING THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY OF A GRANT AGREEMENT BETWEEN THE MATANUSKA-SUSITNA BOROUGH AND THE MAT-SU TRAILS AND PARKS FOUNDATION IN THE AMOUNT OF \$5,500.00 FOR IMPROVMENTS ON THE WEST BUTTE TRAIL.

AGENDA OF: August 4, 2020

ASSEMBLY ACTION:

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY GEORGE HAYS, **ACTING** BOROUGH **MANAGER:**

Route To:	Department/Individual	Initials	Remarks
	Originator	WH	
	Community Development Director	EP	
	Finance Director	OX	
	Borough Attorney	AS	
	Borough Clerk	YAM 7/27/20 KBJ	

ATTACHMENT(S): MSTPF Grant Application (10 pp)
MSTPF Grant Agreement (4 pp)

SUMMARY STATEMENT: The Recreation Division of the Community Development Department was awarded a \$5,500 grant from the Mat-Su Trails and Parks Foundation to make improvements to the West Butte Trail.

The Borough Trail Crew plans to install split-rail fencing in critical areas to decrease the number of people cutting through between trail sections.

In addition, the Trail Crew will add railing posts to the side of the crib step section of the trail that currently does not have posts, and install three strands of rubber coated cable to the new posts. Lastly, the current railing posts will have an additional strand of rubber coated cable added so that they will have three strands as well. When completed, the crib step section will have

posts and three strands of cable on both sides of the trail. This will keep most people on the trail by decreasing their ability to leave the official trail and cut through on social trails, which will increase the life and safety of the trail.

The grant requires the Borough to provide a match of \$11,640.00, which will be provided using Recreation Services FY21 operating funds in the form of staff time and labor



Trails and Parks Grant Application

Office Use Only File #: MSTPF - _____

Date Submitted (yyyy/mm/dd): _____

Project Title: West Butte Trail Improvements

Organization Name: Matanuska Susitna Borough

Contact Name: Street Alan McClain Title: Rec. Trail Specialist

Address: 350 E. Dahlia Avenue

City: Palmer State: AK Zip: 99645 Phone: (907) 861-7662

E-mail: alan.mcclain@matsugov.us

Organization's Legal Officer: John Moosey Title: Borough Manager

Organization's Address: 350 E. Dahlia Avenue

City: Palmer State: AK Zip: 99645 Phone: (907) 861-8682

E-mail: john.moosey@matsugov.us

*** Project Summary ***

MSTPF Funds Requested:	<u>\$ 5,500.00</u>	Cash Match:	<u>\$ 0.00</u>
Total Project Costs:	<u>\$ 17,140.00</u>	In-Kind Match:	<u>\$ 11,640.00</u>

(Do not enter these numbers, they will be carried forward from budget page)

Application is for (check all that apply):

- Trail improvement
- Trailhead development
- Connectors
- New park/playground
- New trail
- Trail amenities
- Historic (e.g. Iditarod)
- Playground Equipment / Improvements
- Survey easements
- Trail equipment
- Planning Grant

What is the goal of this project ?(Be brief, to be used as a description in popup window on map.)

To decrease the number of people using and creating social trails and cutting through between trail legs. These social trails cause erosion and safety issues to the official trail.

Briefly describe this project:

The Mat Su Borough (MSB) Trail Crew plans to install split-rail fencing in critical areas to decrease the number of people cutting through between trail legs. In addition, the Trail Crew will add railing posts to the side of the crib step section of the trail, that currently don't have posts, and install three strands of rubber coated cable to the new posts. Lastly, the current railing posts will have an additional strand of rubber coated cable added so that they will have 3 strands as well. When completed, the crib step section will have post and 3 strands of cable on both sides of the trail. This will keep most people on the trail by decreasing their ability to leave the official trail and cut through on social trails. This will increase the life and safety of the trail.

Print / Sign Name _____

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[Table of Contents / Check List– click on Part number to go to that section.](#)

Name your application file with your project name (Name.pdf) and any separate attachments as Name_1.pdf for attachments for Part 1, Name_2.pdf for Part 2, etc.

Be sure to fill out each part of this application and attach all the needed documentation as listed for each part.

To handle attachments either:

1. Include it as part of application .pdf with an indicator before each attachments for each Part (page with "Part x" on it, bookmark, or other identification)
2. Separate file named Name_1.pdf, etc.

If combined .pdf or .zip file is very large, then consider submitting the attachments as a separate .zip file.

You do not need to attach permits at the time of application, but you must submit them before grant is awarded.

[Part 1: Eligibility Requirements](#)

- Permits, authorizations

[Part 2: General Project Information](#)

- Map or GPS track file, if needed for location information

[Part 3: Permitting Documents](#)

- Landowner authorizations
- Permits

[Part 4: Detailed Project Description](#)

- Detailed budget (their own spreadsheet)

Part 1: Eligibility Requirements

Applicants must meet program eligibility requirements before being considered for funding. Applications that do not meet the eligibility requirements will be rejected.

1. If yes, identify the type of organization:

Non-profit _____ Type (for example, 501(c)3)

Alaska Native Non-Profit Organization

Federally Recognized Tribe

Government Entity or Community Council

Religious Organization

Service organization

Tax/EIN identification number for 501(c)3: _____

2. Is proposed project part of an existing trails or parks plan? Yes No

Plan name: Recreational Trails Plan

Internet link to plan: <https://www.matsugov.us/28-documents/plans/14086-recreational-trails-1>

Page number: 76

3. Describe your organization's past project and grant performance. List the trails-related grants that you have received for other projects in the past. Include project title, grant project number, grant amount, grant awarding entity, award year, and partners (like contractors). Please select your most relevant projects. If you need to please add additional pages separately.

Project Name/Title	Grant #	Award Amount	Year	Partners
Fish Creek Park		\$ 34,847.84	2020	
West Butte Retaining wall project	2017-205	\$ 883.10	2018	

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Part 2: General Project Information

Project location (at least one of following):

To locate project on our map of funded projects, if awarded grant:
<http://www.arcgis.com/apps/View/index.html?appid=7f4d3c1726964b1d8b2612c7e0ae5967>

Latitude: _____ Longitude: _____
 (e.g.: 62.147105) (e.g.: -150.049423)

OR Location on map (attach map) Yes

Note: Your trail may have multiple uses that you are actively managing for. Select only those that the trail is intended for.

Note: Select all prohibited uses.

Note: A trail will only have **one** designed use. The design use is based on the most demanding use intended for the trail.

Managed Use:

Prohibited Use:

Designed Use: (Select Only One)

<input checked="" type="checkbox"/> Hiking/ walking	<input type="checkbox"/> Hiking/ walking	<input checked="" type="checkbox"/> Hiking/ walking
<input type="checkbox"/> Dog walking	<input type="checkbox"/> Dog walking	<input type="checkbox"/> Dog walking
<input type="checkbox"/> Running	<input type="checkbox"/> Running	<input type="checkbox"/> Running
<input type="checkbox"/> Bicycling	<input type="checkbox"/> Bicycling	<input type="checkbox"/> Bicycling
<input type="checkbox"/> Mtn bicycling	<input type="checkbox"/> Mtn bicycling	<input type="checkbox"/> Mtn bicycling
<input type="checkbox"/> Equestrian	<input type="checkbox"/> Equestrian	<input type="checkbox"/> Equestrian
<input type="checkbox"/> Dirt bike	<input checked="" type="checkbox"/> Dirt bike	<input type="checkbox"/> Dirt bike
<input type="checkbox"/> ATV / Side-by-side	<input checked="" type="checkbox"/> ATV / Side-by-side	<input type="checkbox"/> ATV / Side-by-side
<input type="checkbox"/> 4WD vehicle, OHV	<input checked="" type="checkbox"/> 4WD vehicle, OHV	<input type="checkbox"/> 4WD vehicle, OHV
<input type="checkbox"/> ADA accessible	<input type="checkbox"/> ADA accessible	<input type="checkbox"/> ADA accessible
<input type="checkbox"/> Other land/park*	<input type="checkbox"/> Other land/park*	<input type="checkbox"/> Other land/park*
_____	_____	_____
<input type="checkbox"/> Cross-country skiing	<input type="checkbox"/> Cross-country skiing	<input type="checkbox"/> Cross-country skiing
<input type="checkbox"/> Snowshoeing	<input type="checkbox"/> Snowshoeing	<input type="checkbox"/> Snowshoeing
<input type="checkbox"/> Dog mushing	<input type="checkbox"/> Dog mushing	<input type="checkbox"/> Dog mushing
<input type="checkbox"/> Snow machining	<input checked="" type="checkbox"/> Snow machining	<input type="checkbox"/> Snow machining
<input type="checkbox"/> Other snow _____	<input type="checkbox"/> Other snow _____	<input type="checkbox"/> Other snow _____

* Note: If this is a park or playground check "Other Land/Park"

Trail Type - What is the predominant trail surface and general mode of travel: (Check only one):

- Standard Terra (A trail that has a surface consisting primarily of the ground.)
- Snow / Winter Trail (A trail that is predominately snow/ice.)
- Water (A trail that consists primarily of waterways.)

Trail Class: Enter code 1-5: 4

- 1 Primitive/Undeveloped 3 Developed/Improved 5 Fully developed
- 2 Simple/Minor development 4 Highly developed

Trail Width (approx): 4 feet

Miles of trail included in this project: 1

Miles of inter-connecting trails benefiting from this project: 0

Part 3: Permitting Documentation

1. Please describe any required legal easements for the project if on private land. Please provide any public land project approval documentation. The ADL# for trail project must be included in this project:

Trail is on MSB land

2. Please attach landowner authorization for at least five years for winter trails projects.

Yes Not needed

3. Please list all permits and authorizations that will be required for this project – both for legal access to property and environmental considerations. You will be expected to provide documents before grant is awarded.

None needed. It is on MSB property.

Part 4: Detailed Project Description

1. Please provide a detailed narrative description of the project and plans for maintaining the project long term here. (must fit in box – about 500 words)

The MSB Trail Crew would like to install split-rail fencing along the trail just below the bench overlook. This should decrease the number of people cutting through to the lower trail section near the first, and largest, retaining wall.

The MSB Trail Crew would also like to add railing posts to the currently open side of the crib step sections and install three strands of rubber coated cable to the new posts. In addition, we would like to add a third strand of cable to the existing railing post that currently only have two strands of cable. These additions should keep more people on the official trail and not cutting through between trail legs. This will decrease the amount of trail damage and erosion in those sections and keep out of control off trail hikers from sliding into people using the official trail.

2. Describe how the project enhances connectivity within the Mat-Su area trails systems or otherwise fits MSTPF's goals:

This project help to protect one of the most used trails in the Mat-Su Borough and one that has already had a large investment in infrastructure from many organizations, including the MSTPF, and the MSB tax payers.

3. Please provide both a summary and detailed budget (attach) for the project. The detailed budget must identify how category totals were calculated. For instance: 20 4"x4"x8' trail signposts @ \$15 each = \$300.

Match: Match may include cash match or in-kind. In-kind can include donated goods, services, and in-kind volunteer match. **Volunteer hourly rate maximum is \$27.80/hour.**

Item	MSTPF Grant Funds	In-Kind Match	Cash Match	Total Cost	Explanation
Contractors (include copies of bids or quotes)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Organization Staff	\$ 0.00	\$ 11,640.00		\$ 11,640.00	
Supplies & Materials (Separate from contractors)	\$ 5,500.00	\$ 0.00	\$ 0.00	\$ 5,500.00	
Equipment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Easement Survey	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Organization Travel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Other	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Totals:	\$ 5,500.00	\$ 11,640.00	\$ 0.00	\$ 17,140.00	

NOTE: Total row will be carried forward to Page 1
You must fill in this page even if you submit a more detailed budget attachment.

4. Please provide a narrative description of project's funding and sponsor match.

The MSTPF grant money will be used to purchase:

30 split rail posts	\$390
60 split rail rails	\$600
60 4x4x8 railing posts	\$680
3,500 ft of rubber coated cable	\$2,980
Ten 25 packs of lag screws	\$170
200 cable clamps	\$260
120 deck post ties	\$320
#25 pounds of screws	\$100

\$5,500 Total

The matching will included an estimate of labor:

4 Tech 1s @ approximately \$18 per hour for 120 hours	\$8,640
1 Tech 2 @ approximately \$20 per hour for 120 hours	\$2,400
1 Trail Specialist @ approximately \$30 per hour for 20 hours	\$600

\$11,640 Total

5. Can you consider a phased approach with less funding? Please describe.

Yes, we could do the split-rail one season and the crib step railing and cable another season if needed.

6. Describe why this project is important and needed. How does it provide for recreational opportunity or solve a recreational challenge? (must fit in box – about 500 words)

The West Butte Trail sees approximately 20,000 people annually. It is one, if not the most, used trail managed by the MSB. It is literally being loved to death.

The crib steps were installed to make the trail more sustainable and safer, as were the MSTPF retaining walls. However, enough people have decided to use the social trails, which cut between trail legs, that the official trail is getting very eroded. If this behavior continues, the trail may have to be abandoned or relocated. Relocating this trail would be incredible expensive and due to the nature of the terrain, extremely challenging. Abandoning this trail would be a great disservice to the community. The proposed improvements should greatly extend the life of this trail.

7. Provide a project completion timeline including: overall project start date and completion date, major project tasks with start and completion dates. Please note that the grant agreement will require regular project progress reports. Also, projects are expected to be completed within 18 months of award.

7/06/2020 order materials
8/03/2020 projected start date
8/27/2020 projected end date

This project could extend into the 2021 trail season depending on staff departures, weather, or other emergent projects. It will be completed within 18 months of the grant award.

8. Please explain how you will promote this new or improved trail or park to the general public?

It will be promoted on the MSB trails condition website, on the Mat-Su Borough Recreation and Library Services Facebook page, and explained to the trail users during the construction process.

9. Reporting Requirements – Applicants will complete progress and final reports on a schedule appropriate to the project. Final grant report must include digital picture(s), GPS track for trails, and other details specified in report form that is provided by MTSPF. Part of this should be suitable for website. (See report form for details.)

The final documentation for trails should include a digital track (preferably .gpx or .shp) file suitable for adding to a trails map. Newer consumer-grade GPS units provide adequate accuracy for this purpose (but not for easements). The intention is that we can track progress on connectivity throughout the Mat-Su Area.

Thank you for your interest in enhancing trails in the Mat-Su Area.

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GRANT AWARD AGREEMENT

MSTPF Grant# 2020-302

THIS GRANT AWARD AGREEMENT (“Agreement”) is made and entered into this 30th day of June 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 \$5,500 to fund the **West Butte Trail** 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 on **6/30/2020** and ending on **12/30/2021** (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 March 30, 2021

Final Report + Expenditure Report due January 28, 2022

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. Please consider adding a MSTPF logo at an appropriate location on the project or on the piece of equipment.

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.

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 3rd 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. The maximum liability incurred by the Grantee in this hold harmless provision is limited to the amount of the funds provided by Foundation unless additional funds are specifically appropriated by the Borough Assembly for the purpose.

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.
21. COVID-19. The grantee must comply with all health mandates as directed by the State of Alaska.

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

Matanuska-Susitna Borough

By: _____
George Hays, Acting Borough Manager Date

Mat-Su Trails and Parks Foundation

By:  _____
Wes Hoskins, Executive Director 6/30/2020
Date