

SUBJECT: ACCEPTING AND APPROPRIATING \$1,537.50 FROM THE ALASKA DEPARTMENT OF FISH AND GAME, PASSED THROUGH THE PALMER SOIL AND WATER CONSERVATION DISTRICT; AND APPROVING THE AMENDED BUDGET.

AGENDA OF: August 4, 2026

ASSEMBLY ACTION:

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	Mike Campfield
Department Director	X Tom Adams, P E Signed by: Tom Adams 7/20/2026
Finance Director	X Cheyenne Heindel Signed by: Cheyenne Heindel 7/21/2026
Borough Attorney	X Nicholas Spiropoulos Signed by: Nicholas Spiropoulos 7/21/2026
Borough Manager	X Michael Brown Signed by: Mike Brown 7/22/2026
Borough Clerk	X Lonnie McKee Signed by: Lonnie McKee 7/22/2026

ATTACHMENT (S) : Ordinance Serial No. 26-090 (2 pp)
Resolution Serial No. 26-073 (2 pp)
Landowner Agreement No. F25AC00100-07 (16 pp)

SUMMARY STATEMENT: The Public Works Department received Landowner Agreement No. F25AC00100-07 following submission of the Mat-Su Valley Streambank Habitat Rehabilitation and Protection Cost-Share Program application for stabilization of the Caswell Creek streambank. The agreement identifies the project funding contributions from three entities: the Matanuska-Susitna Borough (MSB), as landowner; the U.S. Fish and Wildlife Service (USFWS); and the Alaska Department of Fish and Game (ADF&G). The USFWS and ADF&G funds are being passed through the Palmer Soil and Water Conservation District office for administrative purposes.

This cost-share program will fund streambank restoration along a fish bearing stream adjacent to the north and south sides of Caswell Lakes Road, near Middle Caswell Lake.

MSB's contribution, in the amount of \$583.73, has already been appropriated through OR 26-060. After OR 26-060 was set for public hearing, the cost of the willow stakes for the project increased. The Alaska Department of Fish and Game (ADF&G) agreed to cover the additional cost; however, the Borough paid the expense up front as stated in the agreement. This legislation accepts and appropriates additional funding from ADF&G in the amount of \$1,537.50 for the increased cost of the willow stakes.

RECOMMENDATION OF ADMINISTRATION: Approve the legislation as presented.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: August 4, 2026

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FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$1,537.50	FUNDING SOURCE Grant
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 410.000.000 3xx.xxx	PROJECT # 30114-2200-2280
VERIFIED BY: 7 / 2 0 / 2 0 2 6  L i e s e l Z a n t o Signed by: Liesel Zanto	

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		1 5				
TOTAL		1 5				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:	 R e c o v e r a b l e S i g n a t u r e
	 C h e y e n n e H e i n d e l Signed by: Cheyenne Heindel

Landowner Agreement No.: F25AC00100-07

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated 05/15/2026 between Matanuska-Susitna Borough (Landowner) and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

Matanuska-Susitna Borough, 350 E. Dahlia Ave, Palmer, AK, 99645, 907-861-7719, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed by them in the Matanuska-Susitna Borough, State of Alaska, described as follows: all of, or within,

Parcel ID Numbers: NA

Physical Address: 20559 Caswell Lakes Road

Legal Description: S22N04W14

Latitude/Longitude: 62.000678 N, -149.956352 W

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the USFWS authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the USFWS to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s), or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on 04/21/2036. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. The USFWS will determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the USFWS is agreed to be **\$2,744.97**(see Exhibit A, Budget Table).

Landowner:

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the USFWS of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the USFWS to implement the project described in Exhibit A, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the Landowner(s) agree(s) to maintain the habitat restored under this award per Exhibit A and allow the habitat restored under this award to remain in place.

At the end of the habitat retention period, the habitat improvement project will become the complete responsibility of the Landowner(s). There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner(s) agree(s) to identify USFWS and contributions to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner(s) will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature.

USFWS:

The USFWS will work with the Landowner(s) signing this Agreement, throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in the work plan, and to monitor project success. The USFWS assume no liability for damage or injury other than that caused by their own negligence, on the above acreage. The USFWS do not assume jurisdiction over the premises by this Agreement.

Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.



I, the Landowner, consent to having spatial information about this project shared with other conservation cooperators



I, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

Signatures:

Michael
Brown

Digitally signed by
Michael Brown
Date: 2026.06.03
11:59:22 -08'00'

Matanuska-Susitna Borough, Landowner

Date

JOSEPH LYON

Digitally signed by JOSEPH LYON
Date: 2026.06.03 14:47:45 -08'00'

Joseph Lyon, USFWS Partners for Fish and Wildlife Program Biologist Date

TRENT LIEBICH

Digitally signed by TRENT LIEBICH
Date: 2026.06.04 10:27:36 -08'00'

Trent Liebich, USFWS Southern Alaska Habitat Restoration Branch Lead Date

EXHIBIT A Statement of Work

The habitat improvements described below are agreed to by Matanuska-Susitna Borough (Landowner) and the USFWS in a Landowner Agreement dated 04/21/2026. Non-signatory partners to this Landowner Agreement include the Alaska Department of Fish and Game (ADF&G) and the Palmer Soil and Water Conservation District (PSWCD).

Landowner Information and Project Location:

Landowner Information: Name: Matanuska-Susitna Borough Address: 350 E. Dahlia Ave Palmer, AK, 99645 Phone: 907-861-7719 Email: mike.campfield@matsugov.us	Project Location: Caswell Creek Physical Address: 20559 Caswell Lakes Rd Legal Description: S22N04W14 Lat/Long: 62.000678 N, - 149.956352 W
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Description of Habitat Improvement Project and Approved Work Plan:

The project site is located on Caswell Creek, at the outlet of Caswell Lake in the Matanuska-Susitna (Mat-Su) Valley of southcentral Alaska. The Mat-Su Basin supports valuable freshwater sport fisheries and is a valuable source of salmon for local and regional subsistence users. The in-stream, riparian and lacustrine habitats of the Mat-Su Basin provide important spawning, rearing, migration and overwintering habitat for several USFWS focal species, including sockeye and coho salmon. Within the Mat-Su Basin there is a strong association of coho and sockeye salmon with streambank and shoreline habitats, particularly during summer months. The vegetation associated with the streambanks and lake shores serves important habitat functions and protects the riverbank and adjacent bottomlands from erosion, damage during ice or flood events, and serves as a buffer protecting the waterway from pollutants. This vegetation is sensitive to disturbance, and in some situations the vegetation can be fully denuded due to excess foot traffic. In-stream boat traffic can also act as an additional habitat degrading factor accelerating rates of erosion. Rate of erosion is compounded when riparian vegetation is negatively impacted by trampling or other disturbance.

The project area consists of an easement between Caswell Lakes Road and the outlet of Caswell Lake at Caswell Creek. Just downstream of the project area are two large culverts. After the installation some vegetation was planted on the creek banks up to the lake outlet, but a great deal of bare earth persists. At the project reach, the banks have been denuded on both sides by foot and ATV traffic. Rocks have been placed across the creek preventing flow from the lake to the creek during times of low water. Pre-project photos can be found at the end of this Exhibit.

The objective of this project is to stabilize the streambank and re-establish woody and herbaceous vegetation through the installation of coir log and trenched willows.

This project will rehabilitate and protect approximately 50ft of Caswell Lake/Caswell Creek streambank. Project activities consist of:

Remove:

- Large rocks placed across the stream at lake outlet to the banks

Install:

- 50-ft of 12-in coir log (25-ft on each bank)
- 50-ft of trenched willows (25-ft on each bank)
- About 20 ft of plastic fencing
- Interpretive sign
- 15 potted alders (if available)

Detrimental Structure Removal: Debris, placed rock, and other detrimental structures will be removed, using hand removal or the least invasive methodology to the greatest extent possible, to prevent excessive disturbance or destabilization of soils, substrate, and vegetation.

Trenched Willows: A trench will be dug, and the coir logs will be placed in the trench with at least 1/2 the diameter of the log below the ground. Immediately landward of the entrenched coir logs, felt leaf willow will be planted at a density of 15 stems per linear foot. The slope of the installed bank will be no greater than 1:1.

Potted Alders: Along the river, above the ordinary high-water mark, native woody stem vegetation (alder) will be planted. None of the native vegetation for the project will be collected within 50 feet of an anadromous water body. Any riparian vegetation within the work area that is disturbed will be revegetated with native vegetation.

Species Benefits:

Caswell Creek provides spawning, rearing, and migration habitat for Chinook and coho salmon and arctic lamprey. Salmon fry require slow, cold water; overhanging vegetation and in-water debris such as woody stems and native grasses that provide cover from predators; and food such as insects that fall from overhanging vegetation. This project will provide immediate habitat benefits to Chinook and coho fry and support the Service's mission of providing for healthy self-sustaining fish populations. Indirectly, this project also benefits the Mat-Su Basin brown bear population and various migratory bird species by sustaining an important food source.

Partner Responsibilities:

USFWS, ADF&G, and PSWCD:

- USFWS and ADF&G will provide technical and project design assistance towards development of the project activities.
- USFWS and ADF&G will provide field oversight and work with the contractor and landowner to ensure the habitat restoration/enhancement is completed to all specifications.
- USFWS and ADF&G will conduct a final project inspection and provide an inspection report to the Landowner.
- USFWS will coordinate funding of the project. USFWS and ADF&G will provide funding as outlined in the Budget Table below. PSWCD will provide reimbursements to landowners for completed activities on behalf of the USFWS and ADF&G.

Landowner (initial each item to reflect agreement):

_____ The Landowner agrees to obtain, prior to initiating any project activities, all necessary approvals or permits for restoration work and permit modifications if project activities are adjusted. Also, the landowner must supply copies of all permits to USFWS and ADF&G prior to work starting. Please see the list of possible permits needed for your project. This is not a comprehensive list and there may be other permits needed that are not listed on the attached list.

_____ The Landowner agrees to communicate with USFWS and ADF&G about project activity including approximate start date of construction with at least 72 hours in advance notice of when construction is to begin.

_____ The Landowner agrees to maintain the habitat restoration/enhancements during the term of this Agreement including conducting any required maintenance. This includes (1) facilitating the growth of and allowing planted vegetation to fully establish and (2) allowing buffer vegetation to grow at least 15 feet in width along the streambank without landscaping.

_____ The Landowner agrees to provide partial funding as outlined in this Agreement.

_____ The Landowner agrees to pay all contractors for services rendered and will submit receipts of work completed and proof of payment to any contractors to the USFWS and PSWCD for reimbursement as outlined in the Budget Table. If the landowner completes the work themselves, additional documentation of time spent on the project activities will be required.

Project Budget:

The cost of restoration/enhancement work will be shared by the USFWS, ADF&G, and the Landowner. After the work has been completed, the USFWS, ADF&G, and the Landowner will inspect the work. If all parties agree that said work has been completed to satisfaction, the PSWCD will pay the Landowner for the USFWS and ADF&G portions of the project costs upon receipt of respective invoices, according to this Exhibit. If the final project receipts total less than the costs estimated in this Agreement, the Landowner will be reimbursed proportionally the lower receipted cost. The Landowner is responsible for paying any contractor(s) for work completed on the project and must provide documentation of payments made.

Reimbursement of project costs may be reduced or withheld if the project is not completed to satisfaction of all parties and as approved in any applicable permits; if any riparian vegetation is cut without permit; or if unauthorized supports for any installed ELP are below the ordinary high-water mark.

Any work to be completed may be modified with the mutual agreement of the aforementioned parties. Modifications to the project activities or Landowner Agreement must be within the scope and intent of the original Landowner Agreement and also within the scope of any permits issued for the project. Project modifications may require modifications to permits issued for the project; it is the responsibility of the landowner to ensure that permit modifications are secured.

Budget Table:

	<u>USFWS</u>	<u>ADF&G</u>	<u>MSB</u>	<u>Total</u>
12in x 10ft Cair Logs (5)	\$147.48	\$147.49	\$147.48	\$442.45
Wooden Stakes (45)	\$63.75	\$63.75	\$63.75	\$191.25
Willow Stakes (750)	\$312.50	\$1,950	\$312.50	\$2,575
Fencing (1)	\$0.00	\$20.00	\$20.00	\$40.00
Metal Fence Stakes (8)	\$0.00	\$40.00	\$40.00	\$80.00
Signage (1)	\$0.00	Pulled from Inventory	\$0.00	\$0.00
Party Totals	\$523.73	\$2,221.24	\$583.73	\$3,328.70

Landowner Percentage: 17.5%

Cost-share Program Percentage: 82.5%

*** The USFWS and ADF&G reserve the right to redistribute cost-share amounts provided by each with approval by each party. If this occurs, the total cost-share provided to the Landowner will remain as described in this Agreement.*

















