



SUBJECT: A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY WAIVING ALL APPLICATION AND LAND USE PERMIT FEES FOR THE ALASKA DEPARTMENT OF FISH AND GAME'S (ADF&G) USE OF BOROUGH LAND FOR RESOURCE MONITORING AND MANAGEMENT ACTIVITIES.

AGENDA OF: May 19, 2026

Assembly Action:

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

Route To	Signatures
Originator	 Recoverable Signature X Christian Munar Signed by: Christian Munar 5/16/2026
Division Manager	X Joe Metzger Signed by: Joe Metzger 5/16/2026
Department Director	X Jillian Morrissey Signed by: Jillian Morrissey 5/16/2026
Finance Director	 Recoverable Signature X Cheyenne Heindel Signed by: Cheyenne Heindel 5/17/2026
Borough Attorney	X Nicholas Spiropoulos Signed by: Nicholas Spiropoulos 5/17/2026
Borough Manager	X Michael Brown Signed by: Mike Brown 5/17/2026
Borough Clerk	X Lonnie Mcke... Signed by: Lonnie Mcke...

ATTACHMENT (S): Resolution Serial No. 26-041(1 pp)
 Fiscal Note (1 pp)
 Land Use Permit (MSB007291) (9 pp)

SUMMARY STATEMENT: The Matanuska-Susitna Borough recognizes the essential role the Alaska Department of Fish and Game (ADF&G) plays in managing and sustaining Alaska's fish and wildlife resources. ADF&G is currently subject to application and land use fees under standard permitting procedures.

ADF&G operates a seasonal camp and associated fish weir on Borough-owned land along the Deshka River to conduct salmon stock assessments through a Land Use Permit (MSB007291) with MSB's

Community Development Department. This resolution would authorize the waiver of all permit application and land use fees for ADF&G activities that support research, monitoring, or management of fish and wildlife resources in the Borough. This would apply to both ongoing and future permit requests, provided the use aligns with the public interest and ADF&G's regulatory mission.

RECOMMENDATION OF ADMINISTRATION: Respectfully request Assembly approval.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: May, 19, 2026

SUBJECT: A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY WAIVING ALL APPLICATION AND LAND USE PERMIT FEES FOR THE ALASKA DEPARTMENT OF FISH AND GAME'S (ADF&G) USE OF BOROUGH LAND FOR RESOURCE MONITORING AND MANAGEMENT ACTIVITIES.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED *	FUNDING SOURCE Land Use Permitting and Application fees
FROM ACCOUNT # 203.000.000 3xx.xxx	PROJECT
TO ACCOUNT:	PROJECT #
VERIFIED BY: _____ X <u>Liesel Zanto</u> 5 / 6 / 2 0 2 6 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						
REVENUE	*					

FUNDING:


(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	*					
TOTAL	*					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) *Amount depends on actual application and permitting needed.

APPROVED BY:	 X <u>Cheyenne Heindel</u> Signed by: Cheyenne Heindel
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**MATANUSKA-SUSITNA BOROUGH
LAND USE PERMIT
(NON-COMMERCIAL)**

SECTION 1. PARTIES.

The Matanuska-Susitna Borough (hereinafter called MSB), a municipal corporation organized and existing under the laws of the state of Alaska whose address is 350 East Dahlia Avenue, Palmer, Alaska 99645, hereby permits Alaska Department of Fish & Game, Sport Fish Division, whose address is 1801 S. Margaret Drive, Suite 4, Palmer, AK 99645 (hereinafter called the PERMITTEE), the use of MSB-owned land located on the west bank of Deshka River, approximately seven miles north of the confluence with the Susitna River, for purposes of operating a crew camp and associated fish weir.

SECTION 2. PROPERTY.

The PERMITTEE is authorized to use a portion of Section 34, T20N, R06W, S.M., Alaska as shown on the attached map as Exhibit A (hereinafter called **property**).

SECTION 3. ACTIVITIES.

This permit authorizes the PERMITTEE the use of the **property** for operation of a seasonal tent camp and associated fish weir to conduct salmon stock assessments on the Deshka River (hereinafter called **activities**). All activities shall be conducted in a manner that will minimize disturbance and not cause changes in the character of the land, or damage to water courses, shorelines, natural drainage patterns, or vegetation.

SECTION 4. PERMIT.

This permit does not convey any interest in the **property**. The permit authorizes use of the **property** by the PERMITTEE only for the authorized **activities** and is subject to the conditions set forth in this permit. The parties who comprise the PERMITTEE shall be held jointly and severally liable for meeting the conditions and obligations set forth in this permit.

SECTION 5. PERMIT FEE.

A non-refundable annual land use fee of five hundred dollars (\$500) is due and payable to the MSB prior to the execution of the permit by the borough manager and is due by January 1st of each succeeding year of the permit.

SECTION 6. PERMIT TERM.

This permit is valid from the date of execution by the borough manager or authorized representative to August 20, 2028.

SECTION 7. CASH BOND.

Five hundred dollars (\$500) shall be deposited with the MSB before the permit is executed by the borough manager. The bond warrants that the PERMITTEE will faithfully observe the terms and conditions of the permit and defray any costs for restoration or rehabilitation of the **property** affected by the permitted use. The MSB will return the cash bond to the PERMITTEE after the termination or expiration of the permit and if the MSB determines that all permit conditions have been met and the **property** is in satisfactory condition.

SECTION 8. SPECIAL CONDITIONS FOR SEASONAL CAMPS.

A. Open fires – Open fires are discouraged. If open fires are lit the PERMITTEE shall exercise caution and limit them to small warming fires. The use of a fire pan is encouraged to decrease the chance of wildfire and the impacts on the **property**.

B. Firewood collection – The gathering of wood from dead and down trees on the **property** is allowed for warming fires associated with this permit only.

C. Shoreline protection – The PERMITTEE shall take measures to protect the shoreline from erosion and damage. The main camp activity shall be set back from the shoreline a minimum of 75 feet, and if necessary, temporary walkways and docking facilities shall be constructed by the PERMITTEE if it is apparent that the PERMITTEE'S **activities** are damaging the shoreline and protective vegetation.

D. Firearms – The discharge of firearms is prohibited on the **property** except for personal protection.

E. Camp size – Up to eight (8) people may use the property at one time. The camp may encompass approximately one acre, 200'x200'.

F. Vegetation – Avoid damaging live trees and vegetation. Tie things up temporarily with large ropes and remove them at the end of the research season. Avoid hammering nails into trees and hacking at them with hatchets.

G. Bear conflict – The PERMITTEE shall take necessary precautions around the camp to minimize the likelihood of bear-caused property damage or human injury. Designate one area of the camp for food preparation preferably far away from any living quarters. Wash all surfaces clean after food preparation. Remove or incinerate the tissues from fish and animals. Incinerate or remove all solid food wastes and garbage on a daily basis. Use bear-proof garbage cans for trash. Store food in caches that are inaccessible to bears.

H. Fuel Storage/Hazardous Materials

1. The storage of small quantities of petroleum products, 25 gallons or less, associated with the activities is allowed if kept in containers approved by the state Fire Marshall and are no more than 10 gallons in size. Petroleum products shall be stored a minimum of 75 feet from the mean high-water mark of all waterbodies.

2. The use or storage of toxic or persistent chemicals is prohibited on the property.

3. The use of pesticides for mosquito abatement is prohibited on the property unless specifically approved by the MSB.

4. Fuel spills or contamination of the water or land will be controlled and recovered immediately and reported to the State of Alaska Department of Environmental Conservation and the MSB by the PERMITTEE.

SECTION 9. STRUCTURES.

All structures associated with this permit shall be temporary and be located at least 75 feet from the mean high-water mark of rivers, streams, and lakes. For the purpose of this permit temporary structures are defined as being removable within three days (72 hours) of notification from the MSB to do so, and to allow removal without damage to the property.

SECTION 10. SAFETY.

The PERMITTEE is responsible for the safety of all persons using the property under this permit. PERMITTEE agrees to provide all users with information regarding rules and regulations and other information pertaining to the property and the permit.

SECTION 11. SITE CLEARING.

Clearing for structures, trails, or other improvements must be approved by the MSB in writing prior to the work or the placement.

SECTION 12. SANITATION.

A. The property shall be kept in a clean and sanitary condition and every effort shall be made to prevent the pollution of water and land.

B. Toilet facilities (porta-potties or self-contained type system) shall be provided and maintained in accordance with the State of Alaska, Departmental Conservation (DEC) regulations.

C. Greywater should be discharged a minimum of 100 feet from all waterbodies.

D. The burial of trash is strictly prohibited. Trash generated from the **activities** associated with the permit shall be removed and disposed of properly at an approved landfill or transfer site. Trash shall not be allowed to accumulate and shall be stored in such a manner as not to attract wildlife. The burning of paper products is acceptable for volume reduction; open burning of plastics, rubber, oily wastes or materials that produce a black smoke is prohibited.

SECTION 13. EXPLOSIVES.

The use of explosives, including fireworks, is prohibited on the **property**.

SECTION 14. FIRE CONTROL.

The PERMITTEE shall be prepared to suppress fires at all times. The PERMITTEE shall take immediate action to suppress uncontrolled fires on the **property** and report them to the proper authorities.

SECTION 15. ACCESS.

On MSB-owned land, a 50 foot wide area of land from the mean high water mark inland along the shore of rivers, streams, and lakes is reserved for public use. The intent of the public-use easement is to allow pedestrian travel to and along public water bodies. Public-use easements may not be restricted by the PERMITTEE except as necessary to protect public safety.

SECTION 16. INSPECTIONS.

A. The PERMITTEE shall have a representative available to receive, on behalf of the PERMITTEE, any notices and instructions given by authorized borough administrator in regard to performance under this permit to take such action thereon as required by the terms of this permit.

B. The PERMITTEE shall pay all travel costs associated with site inspections performed by the MSB when the inspection(s) is necessary due to a complaint or report that the PERMITTEE is in violation of permit terms or conditions. The inspection fee will be a minimum of fifty dollars (\$50).

C. A final inspection of the property shall be performed by the MSB on or after the expiration date of the permit to determine the condition of the **property**. The **property** shall be cleared of all personal property, materials, equipment, structures, and waste that the PERMITTEE placed or caused to be placed on the **property**.

If materials, equipment, structures, or personal property are not removed by the expiration date, it may become the property of the MSB and may be used or otherwise disposed of by the MSB without obligation to the PERMITTEE.

If the permit site requires clean-up, revegetation or rehabilitation due to PERMITTEE'S neglect,

the cash bond will be withheld and used by the MSB to defray the costs of restoration.

SECTION 17. TERMINATION FOR CAUSE.

Violation of permit conditions will result in permit cancellation and may result in a claim for damages by the MSB and other civil or criminal penalties as applicable under the law. Termination for cause may disqualify the PERMITTEE from receiving a permit or lease from the MSB for five years (MSB 23.10.090). If the permit is terminated for cause the PERMITTEE shall have three days (72 hours) to vacate the property.

SECTION 18. TERMINATION OR SUSPENSION WITHOUT CAUSE.

This permit may be suspended or terminated by the MSB without cause. If the permit is terminated without cause the PERMITTEE shall have a minimum of seven days to vacate the property.

SECTION 19. TERMINATION OR SUSPENSION FOR CONVENIENCE.

Should circumstances warrant, the permit may be terminated or suspended by the MSB. If the permit is terminated for convenience the PERMITTEE shall have a minimum of seven days to vacate the property.

SECTION 20. COMPATIBLE USES.

The MSB reserves the right to permit other land use in the permit area, provided the MSB determines that such use will not unduly impair the purpose or conditions of the permit.

SECTION 21. TRANSFER/SUBDIVIDING.

- A. This permit may not be transferred or assigned.
- B. The subleasing or subdividing of the property is prohibited. This is a land use permit only.

SECTION 22. ASSUMPTION OF RISK: WAIVER OF CLAIMS.

The State hereby assumes full responsibility for any and all risk of bodily injury, death or property damage caused by or arising out of the intentional acts, omissions or negligence of the State or the State's employees or agents, or arising out of or related to the State's use or presence on, over or about the Property or activities under this Permit, and waives any and all claims against the Borough for any loss or damage of any kind or nature in connection with or arising out of the State's activities under this Permit.

SECTION 23. PERMITS, LAWS, AND TAXES.

The PERMITTEE shall acquire and maintain in good standing all permits, licenses, and

other entitlement necessary to the performance under this permit. All actions taken by the PERMITTEE under this permit shall comply with all applicable statutes, ordinances, rules, and regulations. The PERMITTEE shall pay all taxes that may be due and owing to the MSB.

SECTION 24. PROPERTY DAMAGE.

The PERMITTEE shall be liable for damage to any MSB-owned property resulting from their activities. Damages resulting from the activity shall be repaired or replaced by the PERMITTEE to the satisfaction of the MSB.

SECTION 25. CULTURAL RESOURCES.

The PERMITTEE shall not disturb historic or prehistoric resources. Should historic or prehistoric sites or items be discovered on the property, or on the adjacent MSB-owned land, the PERMITTEE shall notify the MSB Cultural Resources Office as soon as possible at (907) 861-7869.

SECTION 26. SUITABILITY.

The MSB does not represent or guarantee the safety, suitability, or condition of the property.

SECTION 27. SUPERVISION.

The PERMITTEE shall maintain adequate supervision to insure that the terms and conditions of this permit and applicable federal, state and borough laws, rules, and regulations are followed.

SECTION 28. MODIFICATIONS.

The parties may mutually agree to modify the terms of the permit. All modifications to the permit shall be incorporated by written amendments to this permit executed by both parties.

SECTION 29. JURISDICTION; CHOICE OF LAW.

Any civil action arising from this permit shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

SECTION 30. NON-WAIVER.

The failure of the MSB at any time to enforce a provision of this permit shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this permit or any part thereof, or the right of the MSB thereafter to enforce each and every protection hereof.

SECTION 31. TITLES.

The titles of the sections in this permit are for identification purposes; they are not to be interpreted as limitations on the terms of the permit.

SECTION 32. FORCE MAJEURE.

Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof. Forces majeure include any interruption, suspension, or interference with the project caused by acts of God, acts of the public enemy, wars, blockades, insurrections, riots, and similar occurrences.

SECTION 33. PERMIT ADMINISTRATION.

A. The borough manager or designee, will be the representative of the MSB administering this permit.

B. The PERMITTEE's activities shall be administered, supervised, and directed by Daryl Lescanec. In the event the individual named is unable to serve for any reason, the PERMITTEE shall appoint a successor in interest subject to a written approval of the MSB.

SECTION 34. SEVERABILITY.

If any section or clause of this permit is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the permit shall remain in full force and effect.

SECTION 35. INTEGRATION.

This permit and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this permit shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

SECTION 36. NOTICES.

All notices shall be sent to both parties as follows:

MATANUSKA-SUSITNA BOROUGH

Land and Resource Management Division
350 East Dahlia Avenue
Palmer, AK 99645

PERMITTEE

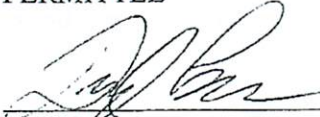
Alaska Department of Fish & Game
Attn: Daryl Lescanec
1801 S. Margaret Drive, Suite 4
Palmer, AK 99645

SECTION 35. CONSTRUCTION.

The PERMITTEE acknowledges that the PERMITTEE has read and understands the terms of this permit, and has had the opportunity to review the same with counsel of their choice, and is executing this permit of their own free will.

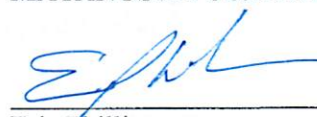
PERMITTEE

MATANUSKA-SUSITNA BOROUGH



Daryl Lescanec
ADF&G Representative

1/30/23
Date



Eric Phillips
Community Development
Director

1/30/23
Date

