


**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 6/9/2014**

<b>AGENDA ITEM:</b> Landowner Agreement for stream restoration at Doleshel and Northpointe Parks	
<b>PREPARED BY:</b> Matthew Eyer, Surface Water Specialist	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> 2 original copies of the Landowner Agreement	
<b>BUDGET CODE:</b> NA	<b>AMOUNT:</b> NA

**SUMMARY:**

This Landowner Agreement will allow the Adopt A Stream Foundation (AASF) to perform close to \$20,000 of grant funded stream restoration work at Doleshel and Northpointe Parks at no cost to the City of Marysville. The work performed under this Agreement will include the removal of invasive plants, the addition of native plants in the riparian buffer areas and the placement of woody debris within the stream systems of Allen and Munson Creeks. The objective of this work is to reduce stream water temperature, provide habitat for native fauna, and stabilize eroding stream-banks. As part of this project Adopt A Stream will also be adding a new pet waste station in Northpoint Park.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign the attached Landowner Agreement with the Adopt A Stream Foundation.
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## LANDOWNER AGREEMENT- Doleshel and Northpointe Park

This Landowner Agreement (this "Agreement") dated and effective this \_\_\_\_ day of \_\_\_\_\_ is by and between

Landowner: City of Marysville  
1049 State Ave,  
Marysville, WA 98270

Grantee: The Adopt A Stream Foundation (AASF)  
600 128<sup>th</sup> St. SE  
Everett, WA 98208  
(425) 316-8592

**1. Consent.** The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by The City of Marysville in the Allen Creek watershed, Snohomish County, State of Washington. The locations of the properties and the respective scopes of work are presented in Exhibit A. The Project Maintenance Guidelines that apply to each project are present in Exhibit B.

**2. Access.** The Landowner agrees to provide access to employees of AASF (the Grantee) to complete streamside planting and related restoration work with a one (1) week prior confirmed notice to the Landowner. Confirmed notices to the Landowner consist of contact of the specified City of Marysville Staff by AASF followed by a subsequent response by City Staff in the affirmative. The specified City Staff for contact are the City Park Maintenance Manger and the Surface Water Specialist. Currently these position contacts are as follows: Mike Robinson 360-363-8406 and Matthew Eyer 425-503-6835 respectively. The Landowner also agrees to provide access, with a one (1) week of confirmed notice, to Department of Ecology staff, when accompanied by AASF, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project maintenance work as presented in Exhibit B.

AASF shall place a sign in close proximity to work areas at all times work is occurring on site to inform citizens. The sign used is subject to approval by City Staff.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project sites. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, and monitor the long-term condition of the restoration sites, and to allow the Grantee to display the sites for educational purposes.

**3. Agreement Modification/Termination.** This Agreement may be modified at any time by mutual written consent by authorized representatives of all the parties. Any party may seek termination of this agreement by providing notice in writing to the other parties that it desires the agreement to be terminated. Such termination shall be effective (30) days after authorized representatives of all parties have agreed in writing to such termination.

**4. Landowner Rights.** This Agreement does not authorize AASF to assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, and assessments.

**5. Removal of Property.** The AASF agrees that it will, upon the conclusion of the projects, remove any equipment it installed on the properties as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the properties to the condition it was in before AASF's entry onto the properties. In the event any materials and/or equipment placed on the properties by AASF

are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and AASF agrees to be responsible for the reasonable costs of such removal.

**6. Liability.** Each of the parties to this Agreement agrees that it will defend, indemnify and save the other party and its officials, officers and employees harmless from any and all claims and risk, and all losses, damages, demands, suits, judgments, and attorney fees or other expenses of any kind, on account of injury to or death of any and all persons, or on account of all property damage of any kind, or loss of use resulting therefrom, to any party, arising out of, or in any manner connected with, the performance of its obligations under this agreement and the acts of omissions of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, that occur on the land, unless such injury, damage, or loss arises from the negligent or willful acts or omissions of the other party to this agreement or its employees, agents, representatives, subsidiaries, or affiliates.

**7. Insurance.** The Adopt A Stream Foundation shall obtain and keep in force during the term of this agreement insurance in no less than the following amounts:

	<u>Comprehensive General Liability</u>	<u>Automobile</u>	<u>Property</u>
<b>Per Occurrence</b>	\$1,000,000	\$2,000,000	
<b>Aggregate</b>	\$2,000,000	\$1,000,000	
	\$1,000,000	\$1,000,000	

The Landowner shall be specifically named as an insured in such policy or policies. A certification of insurance, questionnaire and endorsement, as required by the landowner, shall be executed and delivered to the landowner at the time of execution of this agreement.

**8. Compliance with Laws and Standards.** In carrying out any authorized activities under this agreement, AASF shall comply with all applicable laws of any governmental entity with jurisdiction over the Work, including local, state and federal, as applicable. AASF shall further meet accepted industry standards for performance of the Work.

**9. Permits and Approvals.** AASF shall obtain all permits and approvals required by any permitting authority, whether local, state or federal, prior to commencing the Work.

**10. Agreement Expiration/Termination.** Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

**11. Reporting.** AASF shall make available to the City any reports submitted to Washington State Department of Ecology documenting work on City of Marysville property.

\_\_\_\_\_  
Landowner Date

\_\_\_\_\_  
Tom Murdoch Date  
AASF Executive Director

Approved as to From:



## Exhibit A Scope of Work

Exhibit A includes two sites that are owned by the City of Marysville they are labeled as sites **A.** and **B.**

### 1.0 Project Locations

**A. Doleshel** - The 6.31-acre Doleshel Park property consists of a public park owned by the City of Marysville. Within the park is the confluence of Allen creek and a tributary. The Property was formally an old tree farm and is located along 67<sup>th</sup> Ave next to Kellogg Marsh Elementary School. (Latitude 48.077452, Longitude -122.140504)

The legal descriptions, as listed by Snohomish County Assessor's Parcel database is as follows:

**Parcel Number:** 30052200103300

SEC 22 TWP 30 RGE 05TH PTN OF N 5/8TH OF NE1/4 NE1/4 DAF COM AT NW COR SD NE1/4 NE1/4 TH S00\*01 04E ALG W LN 757.27FT M/L TO SW COR SD N 5/8TH OF NE1/4 NE1/4 TH N88\*38 10E ALG S LN SD N 5/8TH OF NE1/4 NE1/4 DIST 735.53FT M/L TO SW COR S 200FT OF W 544.50FT OF E 574.50FT OF SD N 5/8TH OF NE1/4 NE1/4 TH N00\*05 19E ALG E LN THOF 200FT TO TPB TH CONTN00\*05 19E BEING PLW 574.50FT W OF E LN OF SD NE1/4 DIST 562.33FT TO N LN SD NE1/4 TH N88\*16 49E ALG SD N LN 544.50FT M/L TO W LN 67TH AVE NE TH S00\*05 19W FOR 565.71FT M/L TO N LN OF S 200FT OFW 575.50FT SD N 5/8TH TH S88\*38 10W ALG SD N 544.50FT TPB EXC N 60FT THOF

**B. Northpointe** - This 0.89-acre property consists of open space along Munson Creek with the use code 916 Water Retention Area. This area is located just downstream of Northpointe Park off of 71<sup>st</sup> Ave NE. (Latitude 48.061063, Longitude -122.135)

The legal descriptions, as listed by Snohomish County Assessor's Parcel database is as follows:

**Parcel Number:** 00770600002700

MUNSON CREEK ESTATES DIVISION 2 BLK 000 D-00 PAR "A" DED TO CITY MAR FOR STORM DRAINAGE

### 2.0 Current Site Conditions:

**A. Doleshel** - The Doleshel property is newly created park was previously a tree farm. Mature tree stands are still on the property. Allen creek enters the property from the east as it flows under 67<sup>th</sup> Ave. In the center of the property is the confluence of Allen creek and a tributary, which comes together to form main-stem Allen Creek. Just up-stream of this confluence there is a bridge, which allows people to access both sides of the creek. Throughout the site there are areas of steep banks where erosion has occurred. The Riparian is made up of mostly invasive blackberries and there is very little canopy over the creek.

**B. Northpointe** - Just downstream of Northpointe Park is an undeveloped area that is owned by the City of Marysville. Through this property Munson creek flows from the southeast to the northwest before it flows through a culver and under 71<sup>st</sup> Ave NE. This area is dominated by

invasive reed canary grass and blackberries with a few small deciduous trees.

### **3.0 Project Goals:**

**A. Doleshel** - The goals of this project are to enhance instream habitat and establish native riparian buffers of approximately 35 feet wide along each bank. The total invasive plant removal and planting area will be approximately 0.4 acres. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, stabilize eroding stream-banks and to serve as a long-term source of large woody debris to the system.

**B. Northpointe** - The goals of this project are to enhance instream fish habitat and establish native riparian buffers of approximately 35 feet wide along each bank. The total invasive removal and planting area will be approximately 0.7 acres. The objective of the planting is to reduce stream water temperature, provide habitat for native fauna, and serve as a long-term source of large woody debris to the system. The establishment of native plants will reduce the presence of reed canary grass over time by shading it out.

### **4.0 Landowner responsibilities**

- Landowner will provide access to the property for all implementation purposes.
- Landowner will assist with informal monitoring.
- Landowner will assist AASF in maintaining the project for no less than 3 years (see 7.3 AASF responsibilities).
- Landowner will allow access to the planting area by volunteer groups to assist with implementation and maintenance of the project.

### **5.0 AASF responsibilities**

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate all responsibilities outlined in the grant funding.
- AASF will coordinate with volunteer groups to complete some components of the project implementation. Work performed by volunteers will consist of planting and invasive removal under the supervision of AASF.
- AASF will secure any necessary permits.
- AASF will maintain the project site as funding allows.

### **6.0 Activity schedule**

- The initial project will occur in spring of 2014 and will consist of site prep and planting.  
\*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee

### **7.0 Maintenance:**

#### **7.1 Description**

- The site will require some maintenance, especially in regards to plant health.

#### **7.2 Landowner responsibilities**

- Landowner will check for plant vigor, and will report problems to AASF promptly. Plant health should be checked on a yearly basis.

- Landowner will suppress invasive plants in planting area. This effort can be made with volunteers, paid labor, or landowner's time.
- Landowner will perform watering as needed, usually annually during the summer months.

### **7.3 AASF responsibilities**

- AASF will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high plant mortality.
- AASF will pursue additional funding opportunities to perform necessary maintenance activities and will be responsible for the majority of maintenance if funding is received.

## **8.0 Monitoring:**

### **8.1 Landowner responsibilities**

- The landowner will be responsible for informal monitoring, including checking on plant health.
- The Landowner will report problems to the Grantee promptly.

### **8.2 AASF responsibilities**

- AASF will set up photo monitoring points.
- AASF will take before and after photos of the project areas during the anticipated grant period.
- AASF will complete all other monitoring activities during the grant period and make all efforts to provide technical assistance as needed after grant activities are completed.

### **8.3 Schedule**

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planting activities.
- AASF will coordinate with Landowner regarding future monitoring and maintenance.

## **9.0 Funding and Reimbursements**

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in year(s) 2015 will be funded or otherwise coordinated by the landowner. AASF will make all efforts to assist the landowner in accomplishing maintenance activities as needed as the new riparian buffer matures.

**EXHIBIT B**  
**PROJECT MAINTENANCE GUIDELINES**

LANDOWNER MAINTENANCE of PLANTING

- **Native plant maintenance**
  - The native plants will require **moisture** in the hot summer months. Provide water to the plants one to two times per week during the hot summer months.
  
- **Invasive plant suppression (AASF will complete till June 2015)**
  - **Some blackberry shoots** are expected to return. Dig these out by the roots twice per year. (It's easiest when the ground is wet.)
  - Patches of **reed canary grass** are present on the site. Native plants will be installed in the reed canary grass patches. As the native plants grow, they will shade out the reed canary grass. Keep the reed canary grass shorter than the native plants until the native plants get taller (approximately the first 3 years). This can be accomplished by stomping down the reed canary grass in a two-foot circle around the native plant or by weed whacking a 2-foot circle around the plant.
  
- **Large Woody Debris Projects**

Logs will be anchored in place to create fish habitat. The landowner should require no maintenance of these structures.

If additional scouring of the stream bank occurs, or if a piece of wood becomes loose or dislodged, please contact the Grantee.