

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/27/17

AGENDA ITEM:	
Strawberry Fields Riparian Restoration Planting	
PREPARED BY:	DIRECTOR APPROVAL:
Leah Everett	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Landowner Agreement between the City of Marysville and Adopt-A-Stream	
BUDGET CODE:	AMOUNT:
n/a	\$0.0
SUMMARY:	

The proposed project would create 8.8 acres of forested buffer along the Middle Fork of Quilceda Creek. This involves the removal of invasive plants in the buffer area and the planting of native trees and shrubs. The result would be a 100 ft. self-sustaining forested buffer along the majority of both banks of the Middle Fork of the Quilceda Creek that runs through Strawberry Fields Park. The intent of this project is to create a buffer which will lead to decreased bacterial loads into Quilceda Creek, a lower water temperature, and an increase in oxygen levels for fish and wildlife.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the agreement for riparian restoration planting between the City of Marysville and Adopt-A-Stream.

LANDOWNER AGREEMENT

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 128th 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 Quilceda Creek watershed, Snohomish County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

2. Access. The Landowner agrees to provide access to employees of the Grantee to complete streamside planting and related restoration work with a one (1) week prior 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 Manager and either of two Surface Water Specialist. Currently these position contacts are as follows:

Mike Robinson: City Park Maintenance Manager - 360-363-8406
Matthew Eyer: Surface Water Specialist - 425-503-6835
Leah Everett: Surface Water Specialist – 360-363-8144

The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by the Grantee, 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 site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, maintain, and monitor the long-term condition of the restoration site, and to allow the Grantee to display the site for educational purposes.

3. Agreement Modification/Termination. This Agreement may not be terminated. If the Landowner chooses to sell, rent, or lease the land this agreement will be transferred with the ownership, rental, or leasing of the land. Such transfer of this Agreement shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to the transfer.

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, assessments, and damage claims.

5. Removal of Property. Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the property 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 property to the condition it was in before AASF's entry onto the property. In the event any materials and/or equipment placed on the property 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 of 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:

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

The Landowner shall be specifically named as an insured in such policy of 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 of 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.

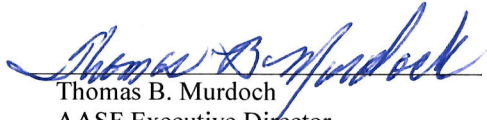
_____	Date	 Thomas B. Murdoch AASF Executive Director	_____ Date
Landowner			12/20/16

Exhibit A

Scope of Work

1.0 Project Location.

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

Parcel Numbers: 31053400100500

SEC 34 TWP 31 RGE 05RT-3B) BEG 15FT S OF SE COR NE1/4 NE1/4 TH W 1346FT

SEC 34 TWP 31 RGE 05RT-18) NW1/4 SE1/4 LESS E 201FT

2.0 Current Site Conditions:

The Adopt A Stream Foundation (AASF) plans to improve water quality in Quilceda Creek by restoring 9 acres of riparian forest along the Middle Fork of Quilceda Creek in the City of Marysville, WA.

The City of Marysville maintains a 72-acre park (Strawberry Fields Park) that contains 2,826' of both the left and portions of the right bank of Middle Fork Quilceda Creek. The city has agreed to allow AASF to plant 100 foot or wider buffers along 2,478 linear feet of the Middle Fork Quilceda Creek including a tributary. AASF will plant a 100 ft buffer on the west bank of the Middle Fork Quilceda Creek from 152nd St NE to the confluence with another branch of the Middle Fork Quilceda Creek entering from the north totaling 4.5 acres. RECIPIENT will plant a 100 ft buffer on the east bank of the Middle Fork Quilceda Creek from the entry of the tributary to the east downstream to the confluence with another branch of the Middle Fork Quilceda Creek entering from the north totaling 2.6 acres. Finally, RECIPIENT will plant a 100 foot buffer along the north bank of the tributary entering the Middle Fork Quilceda Creek from the east from the confluence with the Middle Fork Quilceda Creek east to the property line totaling 1.7 acres. The existing buffer is primarily grass with invasive blackberries scattered through the area.

3.0 Project Goals:

The proposed total project will create 8.8 acres of forested buffer along the Middle Fork of Quilceda Creek. This will be done by removing invasive plants within the buffer area and planting native trees and shrubs. This project will result in a 100' self-sustaining forested buffer along the majority of both banks of the Middle Fork of Quilceda Creek running through Strawberry Fields Park. These enhanced buffers will lead to decreased bacteria and fecal coliform levels; lower water temperature; and an increase in dissolved oxygen throughout the Quilceda Creek system.

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 Grantee 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.
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6.0 Activity scheduled

- The initial project will start in spring of 2017 and will consist of site preparation 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, and make an effort to water plants during the driest months of the first three summers. 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

- Grantee will provide the landowner with a maintenance plan, which is attached as Exhibit B.
- AASF will replace dead plants in the event of high 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) 2018 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

Planting Project

LANDOWNER MAINTENANCE

Native plant maintenance

- The native plants may require moisture in the hot summer months. Provide access to water for AASF to water the plants as needed.

Invasive plant suppression (AASF will complete until June 2020)

- 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 two-foot circle around the plant.

EXHIBIT C
STRAWBERRY FIELDS BUFFER ENHANCEMENT

