


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 8, 2019

AGENDA ITEM:	
Landowner Agreement for Stream Restoration at Strawberry Fields Park	
PREPARED BY:	DIRECTOR APPROVAL:
Jessie Balbiani, Surface Water Specialist	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Two (2) original copies of the Landowner Agreement	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	
<p>The Adopt-A-Stream Foundation has been working to establish a 100-foot forested buffer along portions of the Middle Fork Quilceda Creek in Strawberry Fields Park since 2017. The purpose of this work is to improve water quality and protect vital salmon habitat. The original restoration work, referred to as Phase I, included 8.8 acres of plantings and was authorized under an approved LOA in November 2016. Phase I was completed in early 2019.</p> <p>The attached agreement represents an amendment to the original LOA which will authorize Phase II of the restoration efforts along the Middle Fork Quilceda Creek in Strawberry Fields Park. Phase II will continue the 100-foot buffer restoration project, adding an additional 5.8 acres of plantings and invasive species removal. The original LOA language has remained intact with only slight modifications to highlight Phase II project specifications.</p> <p>The City frequently establishes LOAs with non-profit organizations to perform restoration work on City-owned property. Other restoration sites with approved LOAs include Jennings Park, Northpointe Park, Doleshel Park, Regional Pond 2, and Jones Creek.</p>	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the attached Landowner Agreement with the Adopt-A-Stream Foundation.

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
Jessie Balbiani: Surface Water Specialist – 360-363-8144
Matthew Eyer: Surface/Sewer Supervisor - 425-503-6835

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. The City may terminate this agreement on thirty (30) days written notice to AASF and the Washington State Department of Ecology. In the event the City terminates the Agreement, it will maintain and not intentionally compromise the integrity of any restoration work performed at the project site pursuant to this Agreement and will continue to provide reasonable access to Department of Ecology staff to view the site. Sections 5 and 6 shall survive termination of this Agreement.

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. The AASF agrees that it will, upon the conclusion of the term of this Agreement,

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 except for native plantings or other improvements made to the property during the course of this Agreement. In the event any materials and/or equipment placed on the property by the 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 Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. AASF agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of AASF and its employees, officers, and agents. City agrees to defend, indemnify, and hold harmless AASF, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of City and its employees, officers, and agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington.

For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

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.

_____ Landowner	_____ Date	_____ Thomas B. Murdoch AASF Executive Director	_____ Date
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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, 31053400400500

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 14.6 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 3,300 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.

Phase 2:

AASF will plant a 100 ft buffer on the east bank of the Middle Fork Quilceda Creek from 152nd St NE to the Phase I planting area along the eastern tributary (to 100 feet north of the confluence of the tributary and the Middle Fork Quilceda), totaling 1.4 acres. RECIPIENT will plant a 100 ft buffer along the south 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 1.5 acres. Finally, RECIPIENT will plant a 100 ft buffer on the east bank of the Middle Fork Quilceda Creek from the confluence of another branch of the Middle Fork Quilceda Creek entering from the north downstream to the south end of the park where the creek veers westward, totaling 2.9 acres.

3.0 Project Goals:

The proposed total project will create 14.6 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 be responsible for maintenance activities during years 4-10.
- 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.

6.0 Activity scheduled

- The initial project will start in spring of 2017 and will consist of site preparation and planting. Phase 2 planting will begin during 2019.

*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 during the first three years.
- 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 and 2019 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 [Phase 1 areas] and June 2021 [Phase 2 areas])

- 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

Primary areas where ASSF is in the process of enhancing the buffer are highlighted in orange (Phase 1, 8.8 acres). Primary expansion areas where AASF is expanding Riparian buffers to a minimum of 100' wide are highlighted in blue (Phase 2, 5.4 acres).

