

Sponsored by: Mayor Eberhart
Introduced: March 9, 2015

ORDINANCE NO. 5966

AN ORDINANCE APPROVING THE PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT BETWEEN THE CITY, FESTIVAL FAIRBANKS, AND THE U.S. FISH AND WILDLIFE SERVICE

WHEREAS, Festival Fairbanks has been the long-time lessee of Lots 3 and 4, Block 4, Townsite of Fairbanks, known as Golden Heart Plaza, property owned by the City of Fairbanks; and

WHEREAS, Festival Fairbanks wishes to participate in a project sponsored by the U.S. Fish and Wildlife Service (USFWS) to put in place certain wildlife management practices along the banks of the Chena River; and

WHEREAS, the details of the project are set out in Exhibit A to the Partners For Fish And Wildlife Program Landowner Agreement; and

WHEREAS, as the property owner, the City's consent is required for the project to go forward; and

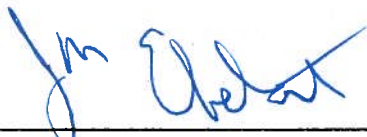
WHEREAS, this project will provide and conserve habitat and vegetation that provide fish habitat, stability to the stream bank, and maintenance of riparian function, while also improving public access to and enjoyment of the river; and

WHEREAS, the cost of the project will be paid by the USFWS Partners Program and Festival Fairbanks; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. The Partners For Fish And Wildlife Program Landowner Agreement is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the City.

SECTION 2. The effective date of this Ordinance will be the 28th day of March 2015.



John Eberhart, City Mayor

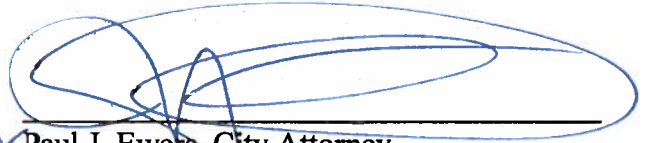
AYES: Cleworth, Pruhs, Walley, Staley, Matherly, Gatewood
NAYS: None
ABSENT: None
ADOPTED: March 23, 2015

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Snider, CMC, City Clerk



Paul J. Ewers, City Attorney

Landowner Agreement No: _____

Cost Structure: _____

Other: _____

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Partners For Fish And Wildlife Program Landowner Agreement (“Agreement”) between the City of Fairbanks (“Landowner”), Festival Fairbanks (“Cooperator”), 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 elected for funding because the Landowner shares 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.

Festival Fairbanks, 516 Second Avenue, Suite 318, Fairbanks, Alaska 99701, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned by the City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701, described as follows: Lots 3 and 4, Block 4, Townsite of Fairbanks, also known as Golden Heart Plaza, at Latitude N 64.844794/Longitude W 147.719427.

In signing this Agreement, the Landowner joins as a participant in a wildlife habitat improvement program and grants to the Cooperator and the USFWS authority to complete the habitat improvement project with financial or material support as described in attached **EXHIBIT A**. Any donation of supplies, equipment, or direct payment from the Cooperator 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 or Cooperator or other parties as a result of any mandated requirements.

The terms of this Agreement (also referred to as the “habitat retention period”) will be in effect for ten years from the effective date of Ordinance No. _____, the ordinance by which the Agreement was approved by the City. 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 parties. However, if the Landowner terminates the Agreement before its expiration, or if the Landowner should materially default on these commitments, then the Landowner agrees to reimburse the Cooperator prior to final termination for the prorated costs of all habitat improvement placed on the land through this Agreement, and the Cooperator will

work with the USFWS to determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$20,000.

LANDOWNER

The Landowner guarantees ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement. The Landowner will notify the USFWS and the Cooperator 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 agrees to allow access (with advance notice) to the USFWS and the Cooperator to implement the project described in **EXHIBIT A** and to monitor project success.

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

During the habitat retention period, the Landowner must maintain the habitat restored under this Agreement and allow it to remain in place without interference. If for some reason the project fails or requires more than routine maintenance, Landowner should contact the Partners for Fish and Wildlife Program Biologist listed in **EXHIBIT A**. The grate walk described in **EXHIBIT A** will be seasonally removed from the riverfront between October 1 and May 1 of each year to avoid damage from flooding and ice.

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

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

USFWS

The USFWS will work with the Landowner and the Cooperator through 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 assumes no liability for damage or injury, other than that caused by its own negligence, on the above property. The USFWS does not assume jurisdiction over the premises affected 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:

 X other conservation cooperators.

Signatures:

Landowner – City of Fairbanks
By: John Eberhart, Mayor

Date

Cooperator – Festival Fairbanks
By: Julie Jones, Executive Director

Date

[name]
USFWS
Partners for Fish and Wildlife Program Biologist

Date

[name]
USFWS
Partners Program State Coordinator
(or Field Supervisor or Branch Chief)

Date

Landowner Agreement No: _____

Cost Structure: _____

Other: _____

EXHIBIT A

The habitat improvements described below are agreed to by the City of Fairbanks, the USFWS, and Festival Fairbanks in a Partners For Fish And Wildlife Landowner Agreement dated March ____, 2015.

Description of Habitat Improvement Project and Objectives: Project Site on South bank looking upriver.

Rock Removal and Planting:

This project involves the installation of 240 feet of live native vegetative mat and trenched willows installed in spots after removal of rock. The excavated rock from the riverbank will be replaced by top soil and lightly compacted fill material. On top of that organic soil, native grasses, woody stem vegetative mat (Alaska rose, raspberry, alder, willow) and other native rooted plants will be planted along the slope of the riverbank. Rows of willows will be installed by digging two 12-inch deep trenches into the imported soil and placing willows in the trench at a density of 10 to 15 stems per foot. The trenches will be approximately four feet apart and stretch the length of area of removed rock. None of the native vegetation for the project will be collected within 50 feet of the river. Any riparian vegetation within the work area that is disturbed will be re-vegetated with native vegetation. This project is necessary to provide and sustain fish habitat and vegetation that provides fish habitat, stability to the riverbank and maintains riparian function.

Elevated, Light Penetrating Grate Walk and Gangway to the River:

The ELP structure will be constructed of a metal frame with an open metal grate panels for the surface (at least 60% light penetration. They will be supported on pipe piling that will rest on the bank with the landward side of the walkway anchored to the ground using steel cable and duck billed earth or auger anchors. The supports for the ELP grate walk along the river will be installed at a minimum of 12 inches landward of and above OHW. The gangway shall be seasonally removed from the riverfront, between Oct 1 and May1 each year, to avoid damage from seasonal flooding and ice damming during the winter. Any portion of the grate walk structures that collapse in the Chena River (below the OHW) due to natural erosion or structural deterioration shall be immediately removed.

This project is necessary to provide and conserve fish habitat and vegetation that provides fish habitat, stability to the stream bank and maintains riparian function. This work will improve habitat for Federal trust resources in the vicinity of the project, specifically, chinook and chum salmon.

USFWS will:

Provide administrative support, project design and technical advice, field oversight, conduct final inspection, and contribute financial support to the project as listed above.

The Landowner(s) will:

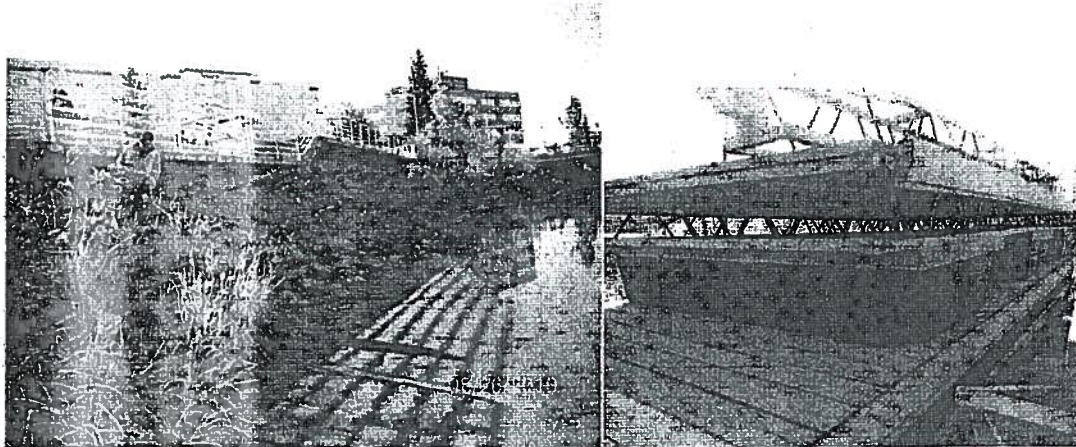
Work with the cooperators to hire a contractor to complete the work described above.

The Cooperator will:

Hire a contractor to complete the work described above or complete the work themselves; they will obtain all permits, provide receipts of work completed to USFWS and contribute financial support to the project as listed above.

Festival Fairbanks Golden Heart Plaza Dock Replacement Project

The Problem: Silt accumulation makes it impossible to float old dock...



Old dock was heavy and needed to be removed each year for storage off site.

Solution: New aluminum stairs to landing and floating dock.

Budget \$20,000.00

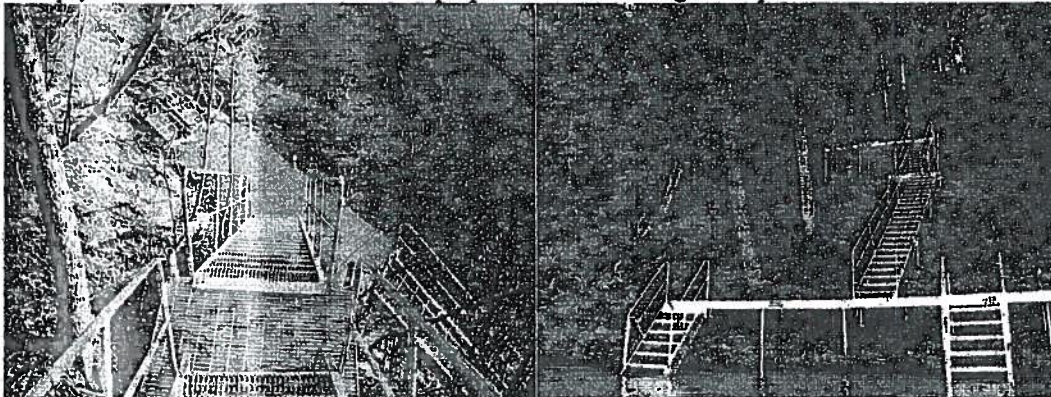
Breakdown:

Approach: 10 ft. x 6 ft.

Stairs/gangway: 3 ft. x 14 ft.

Basic size floating dock 5 ft. X 16 ft.

After physical consultation we have these sample photos for a basic design concept.



STAIRS

PLATFORMS /LANDING

Festival Fairbanks Dock Replacement Golden Heart Plaza

Additional information as required for the project:

Budget Table:

Object Class Categories	Partners				Totals
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	
Personnel	\$	\$20,000.00	\$	\$20,000.00	\$40,000.00
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$
Contractual	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Totals	\$	\$20,000.00	\$	\$20,000.00	\$40,000.00

The total cost-share by the Cooperator, Service, and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

Other Non-USFWS refers funds supplied by Festival Fairbanks on behalf of the land owner City of Fairbanks