

Introduced by: Mayor John Eberhart  
Date: March 10, 2014

**RESOLUTION NO. 4620, AS AMENDED**

**A RESOLUTION TO APPROVE A MAINTENANCE AGREEMENT  
BETWEEN THE CITY OF FAIRBANKS AND FOUNTAINHEAD  
DEVELOPMENT INCORPORATED**

**WHEREAS**, Fountainhead Development, Inc. (Fountainhead) has requested that the Alaska Department of Transportation include landscaping (trees, shrubs and mulch) in a large, unused portion of public right-of-way along the west side of Margaret Street as part of the upcoming Margaret Avenue/Antoinette Avenue Intersection Reconstruction/Realignment Project; and

**WHEREAS**, this section of Margaret Street is the only road accessing Joy School, several residential homes, and Fountainhead's 105-acre Wedgewood Resort, Antique Auto Museum; and a 2,000-acre migratory waterfowl refuge, which are frequented by residents and visitors to Fairbanks; and

**WHEREAS**, the Antique Auto Museum collection features over 80 vehicles, including horseless carriages, steamers, electric cars, speedsters, cycle-cars, midget racers and 30's classics. These include such rarities as an 1898 Hay Motor Vehicle, 1906 Compound, 1920 Argonne and 1921 Heine-Velox Victoria, including several vehicles that are traced to the founding and development of Fairbanks; and


**WHEREAS**, Fountainhead is committing to take over full maintenance of the landscaping area per the attached assignment agreement, and the cost for constructing the landscaping is being provided by the project budget with no cost impact or match contribution required by the City of Fairbanks;


**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fairbanks, Alaska, that it authorizes the City Mayor to execute an assignment of landscape maintenance agreement with Fountainhead.

**PASSED and APPROVED** this 10th day of March, 2014.

  
\_\_\_\_\_  
**JOHN EBERHART, MAYOR**

**AYES:** Gatewood, Walley, Anderson, Staley, Hilling  
**NAYS:** None  
**ABSENT:** Matherly  
**APPROVED:** March 10, 2014

**ATTEST:**  
  
\_\_\_\_\_  
Janey Hovenden, CITY CLERK

**APPROVED AS TO FORM**  
  
\_\_\_\_\_  
Paul J. Ewers, CITY ATTORNEY

## **ASSIGNMENT OF LANDSCAPE MAINTENANCE AGREEMENT**

The City of Fairbanks, a Municipal Corporation of the State of Alaska, with address of 800 Cushman Street, Fairbanks, Alaska 99701 (the City), and Fountainhead Development, Inc., 1501 Queens Way, Fairbanks, Alaska 99701 (Fountainhead), recite and declare:

### **RECITALS**

1. It is anticipated that the City will be the obligated party under a Maintenance Agreement between the City and the Alaska Department of Transportation, to wit:

Maintenance Agreement Between The State of Alaska Department of Transportation & Public Facilities ((DOT & PF) and the City of Fairbanks for the College / Antoinette / Margaret Avenue Intersection Reconstruction Project AKSAS # 62854, (the "Project") dated \_\_\_\_\_ 2012, attached hereto as "Exhibit A" (the "Agreement") for reference.

2. Under this Agreement, the City would assume maintenance of those landscaped areas of the Project lying north of the north right of way limit of College Road and between the east-west right of way limits of Margaret Avenue, Fairbanks, Alaska, as shown on attached "Exhibit B."

3. The Project is scheduled for construction sometime in the next three years and specifies "hard surface" gravel landscaping only.

4. It is the desire and intent of Fountainhead to upgrade the proposed landscaping by planting trees, shrubs, grass, annuals, and a decorative vintage truck planter, all as shown on attached "Exhibit C," and to bear the cost for construction and maintenance of these upgrades.

**THEREFORE**, in consideration of these recitals and for other good and valuable consideration in hand paid, the City and Fountainhead agree to the following:

1. Assumption of Maintenance Agreement: Fountainhead agrees to assume and does assume all rights and obligations of the City described under "A" above and agrees and promises to faithfully perform all obligations of the City, specifically including construction and maintenance of landscape upgrades as shown on said "Exhibit C".

2. Duration: This agreement shall be of indefinite duration.

3. Termination: This agreement may be terminated by Fountainhead without cause or by the City with cause, either party providing sixty days written notice to the other.

4. Removal and Restoration: Upon termination of this agreement, Fountainhead shall, at the request of the City, remove landscape improvements described under section "D" above, restoring the affected surface areas to clean, washed gravel of 2" minus material, leaving the premises in a neat, clean condition.

DATED this \_\_\_\_ day of March 2014 at Fairbanks, Alaska.

**CITY OF FAIRBANKS**

**FOUNTAINHEAD DEVELOPMENT,  
INC.**

\_\_\_\_\_  
JOHN EBERHART  
Mayor

\_\_\_\_\_  
TIMOTHY CERNY  
President / CEO

**ACKNOWLEDGMENT - CITY OF FAIRBANKS**

State of Alaska                    )  
  )  
Fourth Judicial District        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
NOTARY PUBLIC:  
Commission Expires:

**ACKNOWLEDGMENT – FOUNTAINHEAD DEVELOPMENT, INC.**

State of Alaska                    )  
  )  
Fourth Judicial District        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
NOTARY PUBLIC:  
Commission Expires:

Return To:  
Patrick Smith  
City of Fairbanks  
800 Cushman Street  
Fairbanks, Alaska 99701

# **EXHIBIT “A”**

## **Maintenance Agreement**

**Between**

**The State of Alaska Department of Transportation and Public Facilities**

**(DOT&PF)**

**and**

**The City of Fairbanks**

**(City)**

**for**

**The College / Antoinette / Margaret Avenue Intersection Improvements  
Project Landscaping**

**I. Purpose:**

- The purpose of this maintenance agreement is to provide for maintenance of the landscaping associated with the College / Antoinette / Margaret Avenue Intersection Improvements project after construction.

**II. The DOT&PF agrees to the following:**

- Provide overall project design and construction services.

**III. The City agrees to the following:**

- Accept maintenance responsibilities for landscaping as outlined in Attachment A, constructed as part of the College / Antoinette / Margaret Avenue Intersection Improvements project.

**IV. It is mutually agreed that:**

- The above parties will coordinate and participate in the review of the final design plans prior to construction. Each party will give special attention to elements of the project that result in future maintenance responsibilities covered under this agreement.
- The above parties will ensure through the design and construction of the project that all permanent or semi-permanent landscape objects be placed no closer than 4' from the back of the sidewalk on College Road.

- The above parties will coordinate and participate in the Final Inspection of the construction project. The purpose of this inspection is to ensure that the project is constructed in reasonable conformance with the design plans in preparation for acceptance of maintenance responsibilities.
- Each party agrees that it will be responsible for its own acts and results thereof, and each party shall not be responsible for the acts of the other agency.
- Each party will comply with all applicable laws, regulations and executive orders.
- This agreement may be revised as needed by the issuance of a written amendment that is agreed to and signed by the affected parties.

\_\_\_\_\_  
Steve Titus, P.E., Regional Director  
Department of Transportation & Public Facilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Eberhart, Mayor  
City of Fairbanks

\_\_\_\_\_  
Date

STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA	06-40005/62854	2014	L-1	60

# EXHIBIT "B"



## Soils and Layout Legend

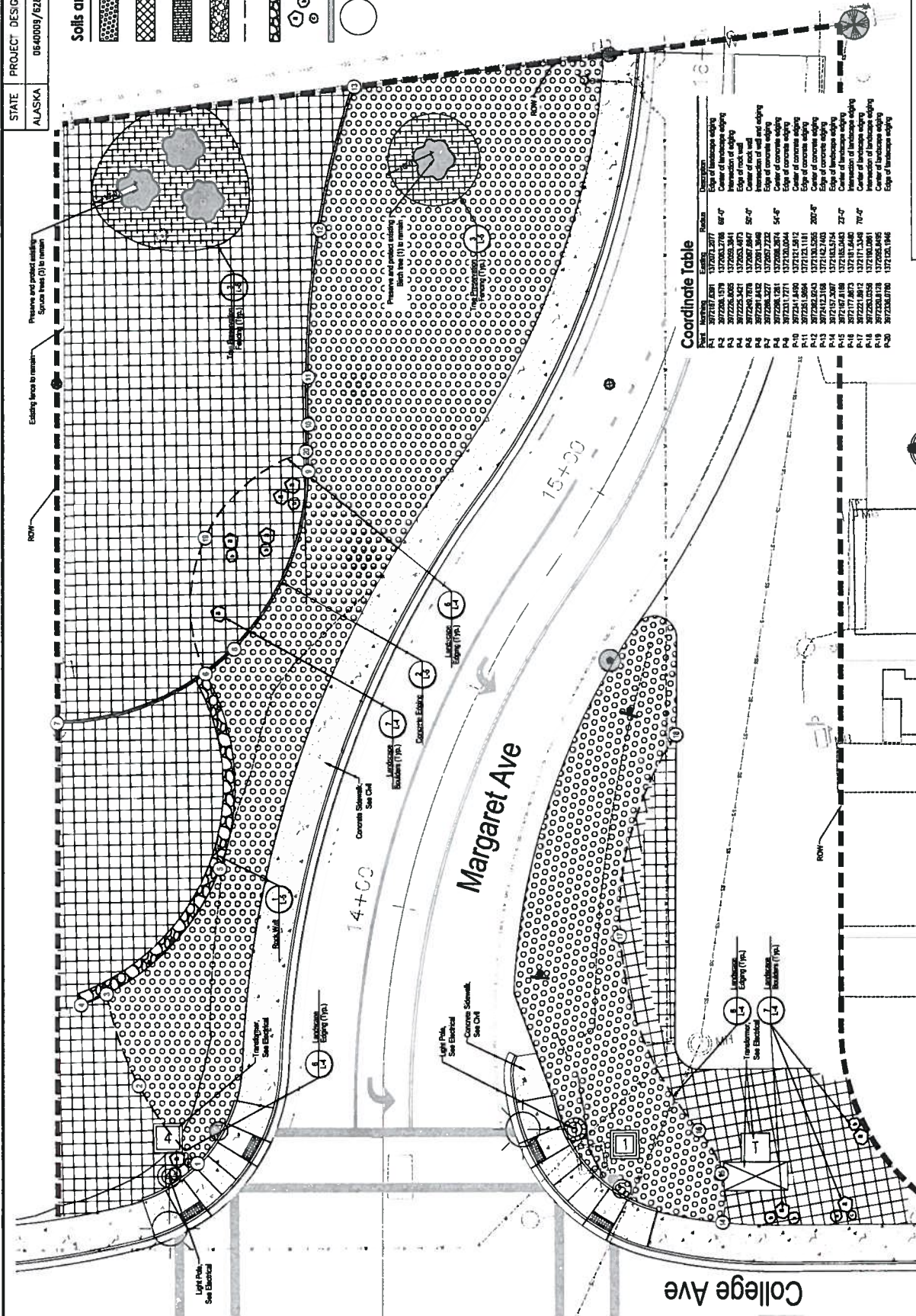
Install 4 inches of planting soil with compaction.

Install 18 inches of planting soil with compaction.

Do not overdrive or compact. Install 2 inches of planting soil.

Excavate as necessary. Provide rock mulch per manufacturer.

- Landscaping Existing (1/4")
- Rock Wall (1/4")
- Landscaping Existing (1/4")
- Concrete Existing
- Tree Preservation Fencing



### Coordinate Table

Point	Station	Notes
P-1	3972284.579	Edge of landscape strip
P-2	3972284.579	Center of landscape strip
P-3	3972284.579	Intersection of strip
P-4	3972284.579	Edge of rock wall
P-5	3972284.579	Intersection of wall and strip
P-6	3972284.579	Edge of concrete strip
P-7	3972284.579	Center of concrete strip
P-8	3972284.579	Edge of concrete strip
P-9	3972284.579	Center of concrete strip
P-10	3972284.579	Edge of concrete strip
P-11	3972284.579	Center of concrete strip
P-12	3972284.579	Edge of concrete strip
P-13	3972284.579	Center of concrete strip
P-14	3972284.579	Edge of landscape strip
P-15	3972284.579	Intersection of landscape strip
P-16	3972284.579	Edge of landscape strip
P-17	3972284.579	Center of landscape strip
P-18	3972284.579	Edge of landscape strip
P-19	3972284.579	Center of landscape strip
P-20	3972284.579	Edge of landscape strip

LANDSCAPING



SCALE 1"=10'

Soils and Layout  
Date: 1/18/2014

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Attachment A

Planting Schedule

Evergreen Trees- See Detail:

Qty	Symbol	Label	Latin Name	Common Name	Size	Formed	Notes
15		PG	Pinus glauca	White Spruce	8' H.	B&B	

Deciduous Trees- See Detail:

Qty	Symbol	Label	Latin Name	Common Name	Size	Formed	Notes
4		BP	Betula papyrifera	Paper Birch	2-1/2' Cal.	B&B	Single stem
4		MSB	Malus baccata	Siberian Crabapple	2-1/2' Cal.	B&B	Single stem
7		PM	Prunus melanocarpa	Ancor cherry	2-1/2' Cal.	B&B	

Shrubs - See Detail:

Qty	Symbol	Label	Latin Name	Common Name	Formed	Notes
4		AM	Acer glabrum	American Maple	5 gal pot	
50		CL	Cornus rugosa	Hedge Dogwood	2 gal pot	
30		JH	Juniperus horizontalis	Blue Rug Juniper	2 gal pot	
43		PF	Prunella sp.	Gold Drop Penstemon	2 gal pot	
37		RS	Rosa rugosa	Hansa Rose	2 gal pot	
11		SP	Syringa sp.	'James McFarlane' Lilac	5 gal pot	
10		SV	Syringa vitacea	Lilac	5 gal pot	

Perennials- See Detail:

Qty	Symbol	Label	Latin Name	Common Name	Formed	Notes
191		BC	Arctostaphylos uva-ursi	Sweetwood	1 gal pot	18" o.c. Triangular spacing.
270		HS	Hemerocallis sp.	Stella d'Oro Daylily	1 gal pot	18" o.c. Triangular spacing
201		IS	Isotria medeoloides	Wild Iris	1 gal pot	18" o.c. Triangular spacing.

Miscellaneous

	Type A Saver Lin	9		Builder Type A
	Rock Match	8		Builder Type B
	Rock Wall	2		Builder Type C
				Landscape Edging

General Notes:

- All plants shall be nursery grown to ANSI Z60.1 or native transplants to ANSI Z60.1.
- Deciduous trees to get increase production fencing.



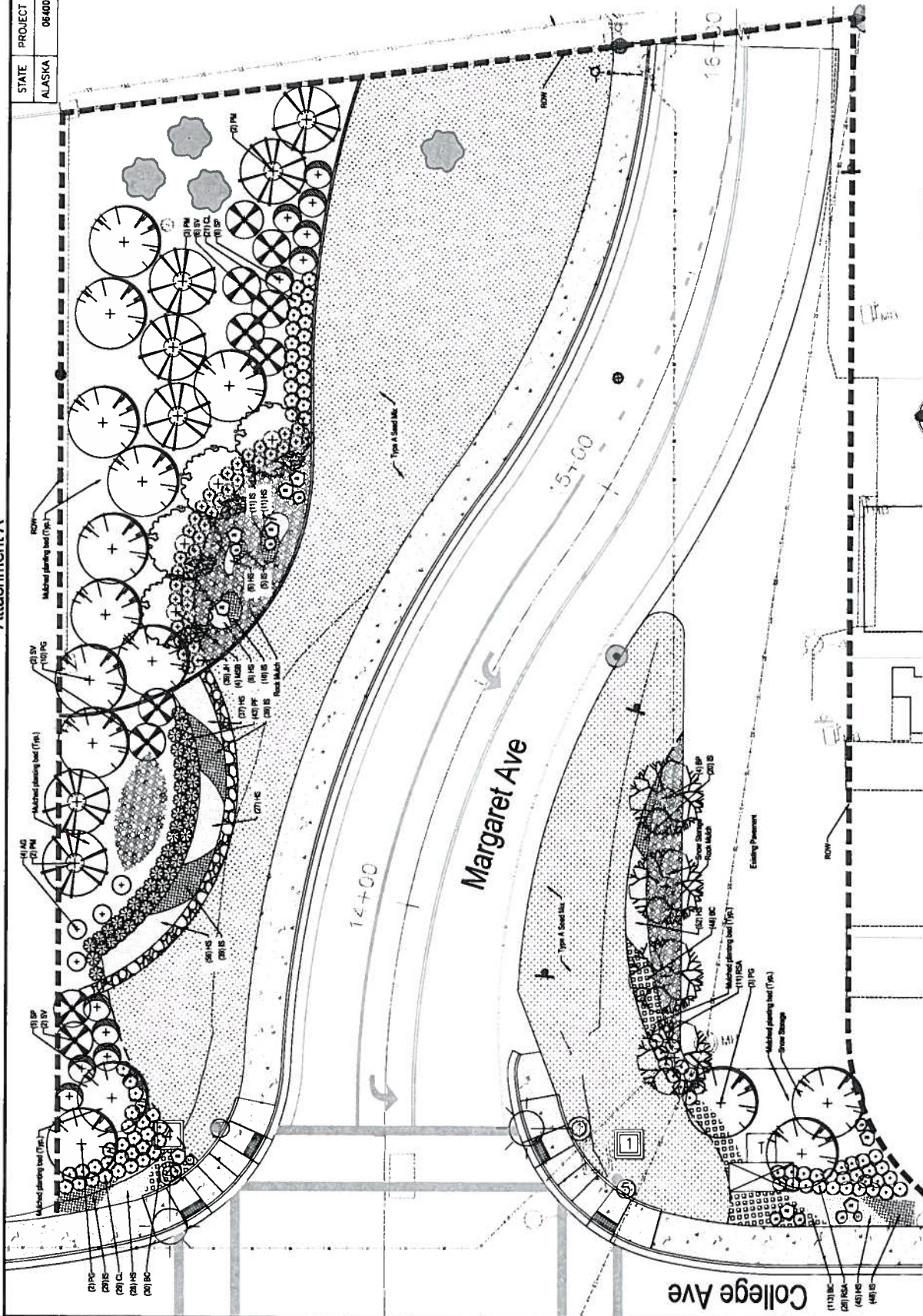
LANDSCAPING

# EXHIBIT "C"



STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA	06-40009/EZ854	2014	L-3	60

Attachment A



LANDSCAPING



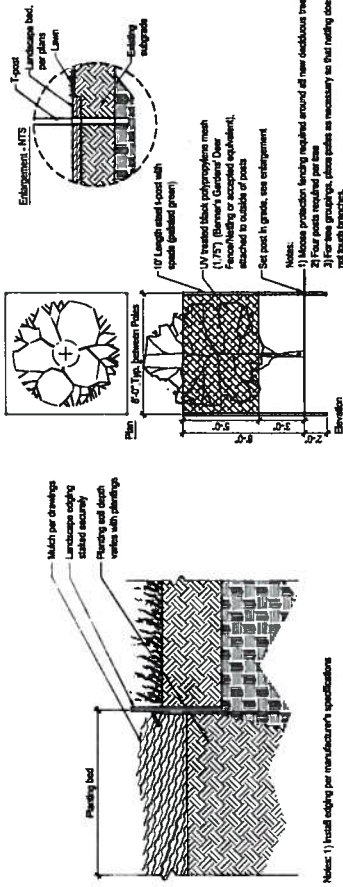
SCALE 1"=10'

Planting Plan  
DATE: 06.23.14

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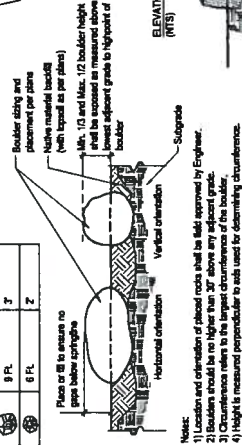


STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA	0640009/72854	2014	L-4	60

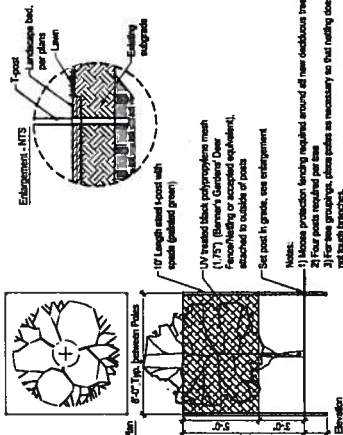


6 Landscape Edging SCALE: 2 1/2" = 1'-0"

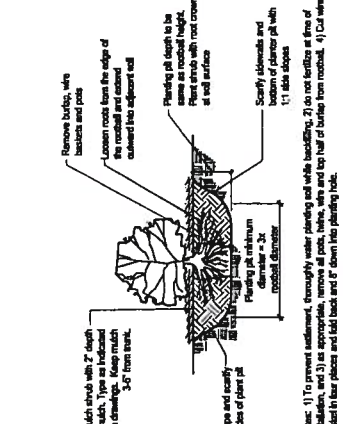
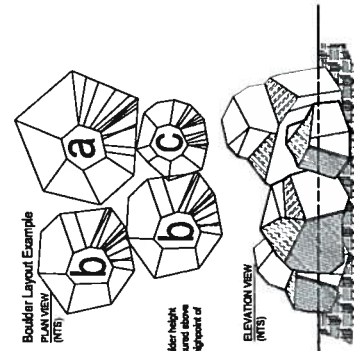
Landscape boulder edging materials	Height (S.O.S.F.)
12 PL	4'
9 PL	3'
6 PL	2'



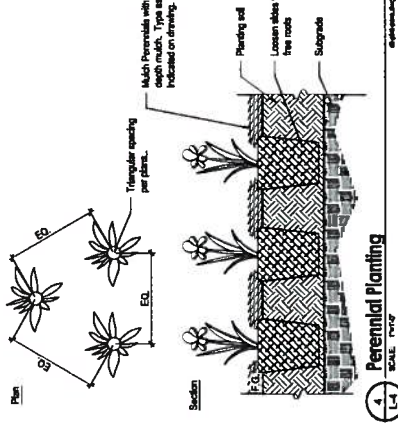
7 Landscape Boulders SCALE: 1" = 1'-0"



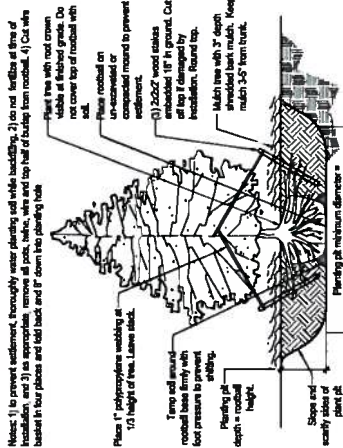
5 Vegetation Protection - Moose SCALE: 1/4" = 1'-0"



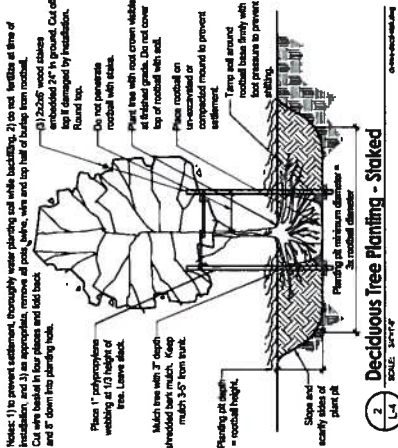
3 Shrub Planting SCALE: 1/2" = 1'-0"



4 Perennial Planting SCALE: 1" = 1'-0"



1 Evergreen Tree Planting - Staked SCALE: 3/4" = 1'-0"



2 Deciduous Tree Planting - Staked SCALE: 3/4" = 1'-0"



LANDSCAPING

