

RESOLUTION NO. 4926

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
WITH THE FAIRBANKS NORTH STAR BOROUGH REGARDING
MAINTENANCE OF GORDON WEAR PARK**

WHEREAS, the Borough exercises area-wide powers for parks and recreation, including maintenance and improvement of parks within the City of Fairbanks; and

WHEREAS, the City owns and maintains the Shoreway Drive parking lot, adjacent to a landscaped area named Gordon Wear Park, formerly known as Shoreway Drive Park; and

WHEREAS, the Fairbanks Rotary Club, through investment of private capital, labor, and resources constructed substantial improvements to the park area; and

WHEREAS, the City and the Borough entered into a prior Memorandum of Agreement (MOA) regarding the maintenance and management of Shoreway Drive Park in May of 2000, which expired on May 31, 2020; and

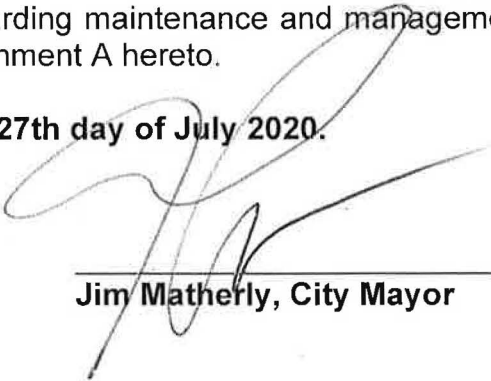
WHEREAS, the City and the Borough wish to continue the original MOA under substantially the same terms; and

WHEREAS, the Borough, through its Department of Parks and Recreation, is staffed, equipped, and authorized to manage and maintain park properties; and

WHEREAS, area residents and visitors to the community benefit in the use and from the enjoyment of a properly maintained park at this location.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairbanks, that the Mayor is authorized to execute a Memorandum of Agreement with the Fairbanks North Star Borough regarding maintenance and management of Gordon Wear Park substantially similar to Attachment A hereto.

PASSED and APPROVED this 27th day of July 2020.



Jim Matherly, City Mayor

AYES: PASSED and APPROVED on the CONSENT AGENDA
NAYS: None
ABSENT: None
APPROVED: July 27, 2020

ATTEST:

APPROVED AS TO FORM:



D. Danyelle Snider, MMC, City Clerk



Paul J. Ewers, City Attorney

**MEMORANDUM OF AGREEMENT
Transfer of Maintenance and Management**

GORDON WEAR PARK

This Memorandum of Agreement is entered into this ____ day of _____ 2020, between the City of Fairbanks, a municipal corporation of the State of Alaska, 800 Cushman Street, Fairbanks, Alaska 99701 (the "City"), and the Fairbanks North Star Borough, 907 Terminal Street, Fairbanks, Alaska 99701.

WHEREAS, the Borough exercises area-wide powers for parks and recreation, including maintenance and improvement of parks within the City; and

WHEREAS, the City owns and maintains the Shoreway Drive parking lot, adjacent to a landscaped area named Gordon Wear Park; and

WHEREAS, the Rotary Club, through investment of private capital, labor, and resources has constructed substantial improvements to the park area; and

WHEREAS, the City and the Borough entered into a prior Memorandum of Agreement (MOA) regarding the maintenance and management of Gordon Wear Park formerly known as Shoreway Drive Park back in May of 2000, which expired on May 31, 2020; and

WHEREAS, the City and the Borough wish to continue the original MOA under substantially the same terms; and

WHEREAS, the Borough, through its Department of Parks and Recreation, is staffed, equipped, and authorized to manage and maintain park properties; and

WHEREAS, area residents and visitors to the community benefit in the use and from the enjoyment of a properly maintained park at this location.

NOW, THEREFORE, BE IT MUTUALLY AGREED BY THE CITY OF FAIRBANKS AND THE FAIRBANKS NORTH STAR BOROUGH as follows:

Section 1. Park Property:

Gordon Wear Park formerly known as Shoreway Drive Park, an irregular tract of land described as follows:

A tract of land located within Section Ten (10), Township One (1) South, Range One (1) West, Fairbanks Meridian, Fairbanks Recording District, Fourth Judicial District, State of Alaska, more particularly described as follows:

A tract of land created by accretion, comprising that area shown on the attached map designated "Exhibit A", with bounded limits at follows:

Bounded on the North by Tract H-%-B and the Church Tract as depicted on the replat of the portion of Blocks 5 and 6, and Tracts F-1, F-2, H-4, H-5, and Church Property, North Addition to the Fairbanks Townsite, filed on July 17, 1985 as Instrument No. 85-131, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska:

Bounded on the East by the North Bank of the Chena River;

Bounded on the South by the north bank of the Chena River;

Bounded on the West by the easterly right-of-way limit of North Cushman Street.

EXCEPTING the asphalt parking lot and island/meridian located therein, over which the City reserves control as set forth by the terms below.

Section 2. Transfer:

The City hereby transfers management and maintenance of the park property to the Borough as set forth by the terms of this Agreement.

Section 3. Maintenance:

The Borough will maintain the Park Area, including care of flowers, lawns, trees, shrubbery, seating areas, and sidewalks, bearing all cost for such maintenance. The City will be responsible for repairing any damage to curbs that result from use or maintenance of the parking lot.

Section 4. Utilities:

The Borough provides electrical and water utilities at its expense for use as needed for maintenance of the Park Area.

Section 5. Parking:

The City reserves control of the parking lot, including responsibility for maintenance expenses of snow removal, sweeping, lighting, storm water drainage, and usual lot expenses.

Section 6. Law Enforcement:

The Borough may require law enforcement assistance at the Park Area. The City will provide prompt response to calls for assistance, within the limitations of higher police priorities and staffing levels. Borough representatives will coordinate with the Police Department at the beginning of each maintenance season.

Section 7. Occupancy:

The Park Area is made available at no charge to the Borough in the manner of a licensed use for the term of this Agreement. Nothing in this Agreement will be construed to convey a real property interest to the Borough such that the City will be permanently secured in its ownership of the Property.

Section 8. Term:

This MOA will be for a period of _____ years from the initial date herein, unless otherwise agreed to by the parties in a written amendment.

Section 9. Exculpation and Indemnity:

Neither party to this Agreement will be liable to the other for loss, injury, or damage to its employees, contractors, agents, or members of the public from any cause arising from their respective use as provided herein.

Section 10. Termination:

Either party may terminate this Agreement without cause upon 90-days written notice to the other party.

Section 11. Entire Agreement:

There are no other agreements, written or oral, which affect this MOA.

IN WITNESS WHEREOF, the Parties execute this Memorandum of Agreement:

CITY OF FAIRBANKS

ATTEST

Jim Matherly
Mayor

D. Danyielle Snider, MMC
City Clerk

State of Alaska)
)
Fourth Judicial District)

This is to certify that on the _____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jim Matherly, known to me to be the Mayor of the City of Fairbanks, and D. Danyielle Snider, known to me to be the City Clerk of the City of Fairbanks, and that they acknowledged before me that they executed this agreement on behalf of the City of Fairbanks under the authority granted by the Fairbanks City Council.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year written above.

NOTARY PUBLIC
My Commission expires: _____

FAIRBANKS NORTH STAR BOROUGH

ATTEST

Bryce Ward
Mayor

April Trickey, CMC
Borough Clerk

State of Alaska)
)
Fourth Judicial District)

This is to certify that on the _____ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Bryce Ward, known to me to be the Mayor of the Fairbanks North Star Borough, and April Trickey, known to me to be the Borough Clerk of the Fairbanks North Star Borough, and that they acknowledged before me that they executed this agreement on behalf of the Fairbanks North Star Borough under the authority granted by the Fairbanks North Star Borough Assembly.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year written above.

NOTARY PUBLIC
My Commission expires: _____