



# INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**

FROM: **Henry Hash, Public Works Director**

BY: **Mike Perfetti, Habitat Project Manager**

CC: **Mayor Ekberg**

DATE: **July 3, 2020**

SUBJECT: **Surface Water – Gilliam Creek Fish Barrier Removal Project**  
**Project No. 99830105**  
**Resolution for RCO Grant Applications**

## **ISSUE**

Approve a Resolution to the State of Washington Recreation and Conservation Office (RCO) for two grant applications for the Gilliam Creek Fish Barrier Removal Project.

## **BACKGROUND**

The primary goals of the Gilliam Creek Fish Barrier Removal Project are to restore fish passage between Gilliam Creek and the Green River, restore salmon habitat, and maintain or improve flood protection. The 108” flapgate would be removed and replaced with flood protection more conducive to fish passage.

## **DISCUSSION**

This committee approved the submittal of grant applications to the RCO and King County on April 6, 2020. The RCO requires that project applicants submit a legislative authorizing resolution when applying for grant funds. RCO has specific language required in the resolution, which has been incorporated into the City resolution template. Staff applied for design funding to the RCO’s Brian Abbott Fish Barrier Removal Board (BAFBRB) on May 29, 2020 and the RCO’s Salmon Recovery Funding Board (SRFB) on June 29, 2020. This Resolution will be incorporated into the applications retroactively.

## **FISCAL IMPACT**

The SRFB has labeled this project a project of concern and WRIA 9 has listed it as an alternate project, thus removing it from funding eligibility this year unless money were to become available via returned funds to the RCO. This Resolution will also authorize the application for any future SRFB grant rounds. Staff continues to work with WRIA 9 and the SRFB to remove the project of concern status and achieve a project that the SRFB will support.

<b>Grant</b>	<b>RCO Grant</b>	<b>City match</b>	<b>Grant match</b>	<b>Total amount</b>
2020 BAFBRB	\$ 1,408,860	\$ 200,000	\$ 100,000	\$ 1,708,860
2020 SRFB	0	0	0	0

## **RECOMMENDATION**

Council is being asked to approve the Resolution authorizing the submission of grant funding applications to the RCO and consider this item on the Consent Agenda of the July 20, 2020 Regular Meeting.

## **ATTACHMENTS**

- Draft Resolution
- Page 99, 2019 CIP

DRAFT

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, AUTHORIZING SUBMISSION OF AN APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR THE GILLIAM CREEK FISH BARRIER REMOVAL PROJECT (#99830105) TO THE SALMON RECOVERY FUNDING BOARD AND TO THE BRIAN ABBOTT FISH BARRIER REMOVAL BOARD AS PROVIDED IN RCW 77.85, RCW 77.95.180, WAC 420 AND OTHER APPLICABLE AUTHORITIES.**

Organization Name (sponsor).....**City of Tukwila, Washington**

Resolution No..... [REDACTED]

Project Number(s), Name(s), and RCO Project Number(s):

**Project #99830105...Gilliam Creek Fish Barrier Removal Project  
RCO # 20-1017, Gilliam Creek Fish Passage Preliminary Design,  
and 20-1877, Gilliam Creek Fish Barrier Removal Final Design**

This resolution/authorization authorizes the person identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (“the Office”).

**WHEREAS**, under provisions of WAC 420-12, state grant assistance is requested to aid in financing the cost of the Gilliam Creek Fish Barrier Removal Project; and

**WHEREAS**, the City Council of the City of Tukwila considers it in the best public interest to complete the Gilliam Creek Fish Barrier Removal capital improvement project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”

**Section 2.** Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Allan Ekberg, Mayor
Project contact (day-to-day administering of the grant and communicating with the RCO)	Mike Perfetti, Habitat Project Manager
RCO Grant Agreement (Agreement)	Allan Ekberg, Mayor
Agreement amendments	Allan Ekberg, Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right of Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Henry Hash, Public Works Director

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

**Section 3.** Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

**Section 4.** Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

**Section 5.** Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

**Section 6.** Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

**Section 7.** Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

**Section 8.** Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

**Section 9.** If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

**Section 10.** Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

**Section 11.** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

**Section 12.** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

**Section 13.** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

**Section 14.** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

**Section 15.** This resolution/authorization is deemed to be part of the formal grant application to the Office.

**Section 16.** Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
De'Sean Quinn, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_  
Passed by the City Council: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** Gilliam Creek Fish Barrier Removal Project No. 99830105

**DESCRIPTION:** Construct fish passage improvements at existing flap gate location and replace/modify the flap gate which may include a self-regulating tide gate.

**JUSTIFICATION:** Enable fish access to lower Gilliam Creek under wider range of flow conditions.

**STATUS:** Analysis of lower Gilliam Creek is being conducted in 2018 to determine the best solution for fish passage and to address potential flooding.

**MAINT. IMPACT:** Expected to have an increase in monitoring/maintenance.

**COMMENT:** Grant proposals to State RCO and KC Flood Control District.

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	39	22		554					110	725
Land (R/W)										0
Monitoring							15	15	15	45
Const. Mgmt.					200	200			85	485
Construction					1,000	1,000			550	2,550
<b>TOTAL EXPENSES</b>	<b>39</b>	<b>22</b>	<b>0</b>	<b>554</b>	<b>1,200</b>	<b>1,200</b>	<b>15</b>	<b>15</b>	<b>760</b>	<b>3,805</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant				325	1,020	1,020			500	2,865
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	39	22	0	229	180	180	15	15	260	940
<b>TOTAL SOURCES</b>	<b>39</b>	<b>22</b>	<b>0</b>	<b>554</b>	<b>1,200</b>	<b>1,200</b>	<b>15</b>	<b>15</b>	<b>760</b>	<b>3,805</b>

