



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**  
 BY: **Brittany Robinson, Grant Analyst**  
**Mike Perfetti, Senior Surface Water Manager**  
 CC: **Mayor Ekberg**  
 DATE: **February 4, 2022**  
 SUBJECT: **Surface Water – Nelsen Side Channel Project**  
**Project No. 91641203**  
**Resolution for RCO Grant Application**

### **ISSUE**

Approve a Resolution to the State of Washington Recreation and Conservation Office (RCO) for a grant application for the Nelsen Side Channel Project.

### **BACKGROUND**

The Nelsen side channel is a remnant section of the Green River as it existed prior to the construction of I-405 in the 1960s. The remnant channel is separated from the mainstem of the river by a constructed levee but offers potential as off-channel rearing habitat for threatened Puget Sound Chinook salmon and other aquatic species. This project will set the levee back to create a ±1.2-acre side channel, restore an acre of riparian forest, provide additional flood storage and provide public access to the river. Currently, there is a concept design in place for this project and property transfer arrangements are underway between the City, WDNR and WSDOT.

### **DISCUSSION**

This committee approved the submittal of future grant applications to the RCO and King County on December 13, 2021, for Nelsen Side Channel Projects. 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 plans to apply for design funding to the RCO’s Salmon Recovery Funding Board (SRFB) on March 4. The resolution will be incorporated into the SRFB application.

### **FISCAL IMPACT**

This resolution will authorize the application for this and for future SRFB grant rounds, as well. Staff is working with WRIA 9 to identify other funding sources for this project. The required 15% match will be funded by Surface Water utility funds.

<b><u>Fund Source</u></b>	<b><u>Amount</u></b>	<b><u>2022-2023 Utility Budget</u></b>
SRFB Grant	200,000	\$615,000
15% City Match	<u>30,000</u>	
<b>Total</b>	<b><u>\$230,000</u></b>	

### **RECOMMENDATION**

Council is being asked to approve the Resolution authorizing the submission of a grant funding application to the RCO and consider this item at the Committee of the Whole and the Consent Agenda of the February 14, 2022 Special Meeting.

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 NELSEN SIDE CHANNEL PROJECT (#91641203) TO THE SALMON RECOVERY FUNDING 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.....

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

**Project #91641203...Nelsen Side Channel Project  
RCO # 22-1047**

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 Nelsen Side Channel Project; and

**WHEREAS**, the City Council of the City of Tukwila considers it in the best public interest to complete the Nelsen Side Channel 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, Senior Surface Water Program 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 typically recorded on the property with the county.	Hari Ponnekanti, 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 the Special Meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST/AUTHENTICATED:

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

\_\_\_\_\_  
Thomas McLeod, 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

2021 to 2026

**PROJECT:** **Nelsen Salmon Habitat Side Channel** Project No. 91641203

**DESCRIPTION:** Create an off-channel salmon rearing habitat side channel by connecting a segment of historic river channel with the Green River.

**JUSTIFICATION:** WRIA 9 has identified this project a proposed action in the Salmon Habitat Plan.

**STATUS:** The project area is primarily within State lands, but the intent is to transfer to City. The project may take place under an aquatic lease (DNR), depending on timing. Grant application for design funding submitted to Floodplains in 2020 with a low probability of success.

**MAINT. IMPACT:** Expected to increase maintenance

**COMMENT:** Property acquisition to the north could create the opportunity for a side channel and additional flood storage, or potentially combine this with Gilliam Creek Fish Barrier project depending on funding source feedback.

FINANCIAL (in \$000's)	Through		Estimated								
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL	
<b>EXPENSES</b>											
Design		50	220	240						510	
Land (R/W)		5	5							10	
Monitoring										0	
Const. Mgmt.					385					385	
Construction					1,440					1,440	
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>55</b>	<b>225</b>	<b>240</b>	<b>1,825</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,345</b>	
<b>FUND SOURCES</b>											
Awarded Grant										0	
Proposed Grant			100	218	1,232					1,550	
Mitigation Actual										0	
Mitigation Expected										0	
City Oper. Revenue	0	55	125	22	593	0	0	0	0	795	
<b>TOTAL SOURCES</b>	<b>0</b>	<b>55</b>	<b>225</b>	<b>240</b>	<b>1,825</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,345</b>	

