

**CITY OF MERCER ISLAND
RESOLUTION NO. 1623**

**A RESOLUTION AUTHORIZING APPLICATION TO THE WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE FOR LUTHER BURBANK PARK
WATERFRONT RENOVATION AND UPGRADE
GRANT PROJECTS 22-1351D, 22-1352D AND 22-1611D**

WHEREAS, the City of Mercer Island owns and operates the docks, restrooms, and other amenities at the central waterfront in Luther Burbank Park to provide the public with shoreline access and lake-based recreation; and

WHEREAS, these amenities were constructed in 1974 with a Washington State grant through the Interagency Committee on Outdoor Recreation, predecessor to the Recreation and Conservation Office (Office); and

WHEREAS, the public has enjoyed this destination for almost fifty years; and

WHEREAS, the 2006 Luther Burbank Park Master Plan envisions the waterfront being renovated for current uses with additional improvements for a wide variety of lakefront recreational opportunities including non-motorized boating; and

WHEREAS, the City has completed a two-year planning effort with extensive public involvement that will comprehensively renovate the fifty-year-old waterfront complex, including dock upgrades, expanded shoreline access, accessibility improvements, low-impact development features and landscape renovations; and

WHEREAS, Luther Burbank Park's size, location and unique natural setting attract users from across the region that includes Seattle, Bellevue, and the eastside of Lake Washington; and

WHEREAS, the total cost for the construction of the project is estimated at 6.8 million dollars; and

WHEREAS, the Recreation and Conservation Office administers Washington State funding through multiple grant programs that are intended to fund shoreline access and recreational improvements; and

WHEREAS, each of these grant programs can reimburse 50 percent of the project's qualifying costs, up to the grant programs' limit amounts; and

WHEREAS, the portion of the project that consists of the new non-motorized dock, expanded cobble beach, new overwater stairs, new viewing deck and outdoor classroom, new ADA accessible routes, new signs, and furnishings as well as renovations to the plaza and restrooms form a package that is estimated to cost 2.4 million dollars and could compete for these grant programs; and

WHEREAS, the completed project would meet the identified needs of the Mercer Island community and the region for a wide range of high-quality lakefront recreational experiences; and

WHEREAS, grant assistance is requested by the City of Mercer Island to aid in financing the cost of the projects referenced above.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MERCER ISLAND, WASHINGTON, AS FOLLOWS:

Authorization to Apply for Aquatic Lands Enhancement Account and Land and Water Conservation Fund grants.

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Projects."
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)	Chief of Operations
Project contact (day-to-day administering of the grant and communicating with the RCO)	CIP Project Manager
RCO Grant Agreement (Agreement)	City Manager
Agreement amendments	Chief of Operations
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	City Manager

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE 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.
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.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
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 Agreement, the characteristics of the project, and the characteristics of our organization.
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.

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.
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.
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.
11. 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.
12. 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.
13. 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.
14. This resolution/authorization is deemed to be part of the formal grant application to the Office.
15. 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 MERCER ISLAND, WASHINGTON, AT ITS MEETING ON THE 3RD DAY OF MAY, 2022.

CITY OF MERCER ISLAND

Salim Nice, Mayor

ATTEST:

Andrea Larson, City Clerk