



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Agenda City Council

Tuesday, January 13, 2015

8:00 PM

Council Chambers

Special Council Meeting

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. PUBLIC COMMUNICATION

(Estimated Time: 0-30 Minutes) (Sign Up Sheets are Provided in the Foyer)
During this portion of the meeting, citizens may address the Council regarding only items related to City business, including items on the Agenda, except on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days. Individual testimony is limited to three minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the Council will refrain from commenting on individual testimony until all public comment has been taken. The City Council will allow for additional testimony to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

3. CONSENT CALENDAR

(Items of a Routine Nature)

3.A [15-0060](#) Approval of January 6, 2015 Special Study Session Minutes

Attachments: [Minutes](#)

3.B [15-0061](#) Approval of January 6, 2015 City Council Meeting Minutes

Attachments: [Minutes](#)

3.C [15-0040](#) Interlocal Agreement with City of Tumwater for Fire Training

Attachments: [Interlocal with Tumwater for Training](#)

3.D [15-0051](#) Approval to Place the Proposed Resolution Establishing a Community Renewal Area (CRA) before the Public for Comment at a Hearing on February 3, 2015

Attachments: [CRA Resolution Draft 01.06.2015](#)

3. SECOND READINGS

- 3.E [15-0020](#) Approval of Revised Ordinance Adopting the 2015 Utility Rates and General Facilities Charges
Attachments: [Ordinance amending 4.24.010\(B\)](#)

3. FIRST READINGS

4. REPORTS AND REFERRALS

4.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

4.B CITY MANAGER'S REPORT AND REFERRALS

5. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Secretary at 360.753-8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



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360-753-8447

City of Olympia

City Council

Approval of January 6, 2015 Special Study Session Minutes

Agenda Date: 1/13/2015
Agenda Item Number: 3.A
File Number: 15-0060

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of January 6, 2015 Special Study Session Minutes



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Meeting Minutes - Draft City Council

Information: 360.753.8447

Tuesday, January 6, 2015

5:30 PM

Room 207

Special Study Session

1. ROLL CALL

Present: 6 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Jeannine Roe and Councilmember Cheryl Selby

Excused: 1 - Councilmember Steve Langer

2. BUSINESS ITEM

2.A [15-0035](#) Briefing on 2014 Citizen Survey Results

Mayor Buxbaum welcomed and introduced Mr. Stuart Elway, Principal and Owner, Elway Research, Inc., Seattle, WA.

Mr. Elway said his firm was hired by the City to conduct a statistically valid survey of Olympia utility customers in the fall of 2014. A total of 952 residents participated in the survey between October 20 and November 3, 2014. Of the total, 202 were interviewed by phone and 750 completed the same questionnaire on-line (with 9 of that number filling out a paper survey).

The survey touched on four key areas:

- Desirability of Olympia as a place to live
- Importance and Expectations of specific City-government programs and services.
- Performance of City Government in a number of program and service areas.
- Satisfaction with City communication and public involvement.

Mr. Elway noted that:

- The survey was a snapshot in time of the opinions of the participants.
- Participants were drawn from the City's utility customer data base.
- It was randomly conducted according to industry standards, with a statistical margin of error of plus/minus 3.2% as applied to the general population of City utility customers.
- A multi-modal survey method was used, a combination of telephone and on-line polling.
- Respondents tended to be older than the general population, which is logical

given that the City's utility data base was used for the participant pool.

Mr. Elway noted the following results:

- Olympia, as an overall community, is a desirable place to live.
- 9 in 10 rated their specific neighborhood as a desirable place to live.
- All 14 surveyed City services were rates as a medium or higher priority.
- All 14 surveyed City services were rated as important and generally well performing.
- The city received a "C" grade for communication and public involvement.
- Of people who visited in the City's website, 9 in 10 found what they were looking for.
- Of people who participated in a City planning process, most were satisfied with the experience.
- 92% of people who made a customer contact with the City said they were treated courteously, and 3 in 4 were satisfied with the outcome.
- 9 in 10 are satisfied with garbage/recycling services.
- Water pollution followed closely by wildlife habitat are high priorities for the Storm and Surface Water Utility.
- Most rated Olympia as easy to drive, less so for walking and biking.
- Two-thirds give Olympia park an A or B grade.
- Improving existing parks is a high priority.

Councilmembers noted that:

- The survey raises a number of follow-up questions, particularly in the areas of communication and public involvement.
- It would be informative to explore why people responded the way they did, possibly through focus groups or the City's on-line survey method.
- It would be helpful to compare survey demographic information with the population Profile compiled by TRPC.

The work session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:35 p.m.



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Olympia, WA 98501
360-753-8447

City of Olympia

City Council

Approval of January 6, 2015 City Council Meeting Minutes

Agenda Date: 1/13/2015
Agenda Item Number: 3.B
File Number: 15-0061

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of January 6, 2015 City Council Meeting Minutes



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Meeting Minutes - Draft City Council

Information: 360.753.8447

Tuesday, January 6, 2015

7:00 PM

Council Chambers

1. ROLL CALL

Present: 6 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Jeannine Roe and Councilmember Cheryl Selby

Excused: 1 - Councilmember Steve Langer

1.A ANNOUNCEMENTS

City Manager Steve Hall introduced Mark Barber, the new City Attorney.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMUNICATION

The following individuals addressed the Council: Jim Reeves, Emily Ray, Linda Malanchuk-Finnan, Jim Haley and Ron Nesbitt.

4. CONSENT CALENDAR

4.A [15-0013](#) Approval of December 16, 2014 City Council Meeting Minutes

The minutes were adopted.

4. SECOND READINGS - None

4. FIRST READINGS

4.B [15-0020](#) Approval of Revised Ordinance Adopting the 2015 Utility Rates and General Facilities Charges

The ordinance was approved on first reading and moved to second reading.

Approval of the Consent Agenda

Councilmember Hankins moved, seconded by Mayor Pro Tem Jones, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Roe and Councilmember Selby

Excused: 1 - Councilmember Langer

5. PUBLIC HEARING

5.A [15-0019](#) Public Hearing and Approval of Ordinance Amending the 2015 Ad Valorem Tax

Administrative Services Director Jane Kirkemo explained why a second public hearing is being held on this ordinance.

The public hearing was opened. No one spoke. The public hearing was closed.

Councilmember Cooper moved, seconded by Councilmember Hankins, to suspend the Council rules and approve the ordinance on first and final reading. The motion carried by the following vote:

Aye: 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Roe and Councilmember Selby

Excused: 1 - Councilmember Langer

6. OTHER BUSINESS

6.A [15-0029](#) Review of Proposed Resolution Establishing a Community Renewal Area (CRA)

CP&D Director Keith Stahley provided information contained in the proposed resolution, including Council roles, specific direction to the City Manager, and next steps. Small edits were agreed to in item B.

Council directed staff to schedule a public hearing on the proposed CRA resolution with minor language changes, provide notice to the community and potentially interested parties, and bring forward a revised resolution on next week's Consent Calendar.

6.B [15-0042](#) Annual City Council Retreat Agenda

Mayor Buxbaum asked the Council to consider a change to future meeting scheduling. The Council discussed two options for scheduling study sessions and agreed to discuss further at the retreat.

Councilmembers discussed the draft retreat agenda.

Councilmember Roe moved, seconded by Councilmember Cooper, to adopt the proposed agenda for the City Council's annual retreat. The motion carried by the following vote:

Aye: 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Roe and Councilmember Selby

Excused: 1 - Councilmember Langer

7. CONTINUED PUBLIC COMMUNICATION - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Mayor Buxbaum reported on events he attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall reported on the Roundtable meeting held today where Police Chiefs Ronnie Roberts and Dusty Pierpont discussed diversity.

He referred the Council to the 2015 Budget Follow-ups which was handed out and asked them to review and prioritize the matrix of work items.

9. EXECUTIVE SESSION

9.A [15-0039](#) Executive Session Pursuant to RCW 42.30.110 (1)(b) - Real Estate Matter; and Executive Session Pursuant to RCW 42.30.110 (1)(i) - Litigation or Potential Litigation Matter

Mayor Buxbaum noted the Council will take a short break until until 8:30 p.m. Upon return, the Council will recess to Executive Session to discuss real estate matters and potential litigation. No decisions will be made, the Executive Session will last no longer than one hour, and the Council will adjourn directly from Executive Session. In addition to six Councilmembers, the following staff were also in attendance at the Executive Session: City Manager Steve Hall, Assistant City Manager Jay Burney, City Attorney Mark Barber, Deputy City Attorney Darren Nienaber, and Parks, Arts and Recreation Director Paul Simmons.

No decisions will be made.

9. ADJOURNMENT

The meeting adjourned at 9:30 p.m.



City of Olympia

City Council

Interlocal Agreement with City of Tumwater for Fire Training

Agenda Date: 1/13/2015
Agenda Item Number: 3.C
File Number: 15-0040

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Interlocal Agreement with City of Tumwater for Fire Training

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the Mayor to sign the Interlocal Agreement with the City of Tumwater for fire training and use of the Mark Noble Regional Fire Training Center.

Report

Issue:

Shall the City enter into an Interlocal Agreement with the City of Tumwater for fire training and Tumwater's use of the Mark Noble Regional Fire Training Center (MNRFTC)?

Staff Contact:

Greg Wright, Deputy Fire Chief, 360.753.8466

Presenter(s):

Consent Calendar Item.

Background and Analysis:

Olympia Fire Department has developed a high performance training program and has built a state of the art fire training complex, the Mark Noble Regional Fire Training Center. This training program and facility supports the department's firefighting effort through readiness and safety training of the fire department personnel making them a more effective tool in the protection of the citizens of Olympia.

This level of performance has not gone unnoticed by the local fire service and is desired by other local jurisdictions for their firefighters. The fire department serving the City of Tumwater would like to participate in Olympia's training program and be able to use the Olympia facility. To this end, an Interlocal Agreement has been developed by the training staff of both departments. Along with the revenue received from Tumwater, the agreement defines the training program that Olympia will provide to Tumwater and Tumwater's access to the facility.

The agreement has been reviewed by the Administrative staffs of both departments and then reviewed by legal counsel for both entities.

This Interlocal Agreement documents:

- Compensation to the City of Olympia
- The training program that will be provided to Tumwater
- Liability coverage for Tumwater personnel using the MNRFTC
- Management of any future joint assets.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Accept the Interlocal Agreement.
Accepting this Interlocal Agreement provides benefits to both Olympia and Tumwater in the fire service goal of providing well trained, safe and effective firefighters for their communities. The agreement brings revenue into the City to offset costs at the MNRFTC.
2. Do not accept the Interlocal Agreement and send it back to staff.
Not accepting this Interlocal Agreement eliminates planned revenue that would have offset increases in the training program expenses.

Financial Impact:

Contract defines revenue to the City of Olympia from City of Tumwater for training and use of the MNRFTC (\$86,080.00 annually).

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
FOR
TRAINING SERVICES AT THE CITY OF OLYMPIA MARK NOBLE REGIONAL
TRAINING CENTER**

1. This agreement for training services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and the City of Tumwater (TUMWATER”).

2. **RECITALS.**

2.1 **Interlocal Cooperation.** RCW 39.34.010 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

2.2 **Agreements Authorized.** Pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each Party to the contract and the contract sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

2.4 **Purpose.** The purpose of this Agreement is to provide detail of fire training, including consumables, to the Tumwater Fire Department (“TFD”) at OLYMPIA’s Mark Noble Regional Fire Training Center (“Training Center”) located at 1305 Fones Road in Olympia, Washington, subject to the terms and conditions outlined in this Agreement and any exhibits or attachments incorporated by reference.

3. **DEFINITIONS.** In this Agreement, the following words shall have the meanings set forth below:

3.1 **Director of Training:** – Chief of Operations at the Training Center, employed by OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the Training Center, which includes but is not limited to, setting curricula, scheduling classes, conducting evaluations of the effectiveness of the training programs, selecting training personnel, and determining performance and participation standards.

3.2 **Training Officers:** Employees from the OFD, or other agencies, designated by the Director of Training to perform certain tasks.

3.3 **Instructors**: Employees from the OFD, or other agencies, designated by the Director of Training to train and instruct firefighters, firefighter paramedics, and fire officers of their own or another department/district.

4. RESPONSIBILITIES OF TFD

4.1 **General**. In its use of the Training Center, TFD personnel shall adhere to all OFD facility rules and regulations, policies, and schedules as set forth by the Director of Training and in Appendix B.

4.2 **Annual Fee and Training Deliverables**. TFD shall pay to OFD a fee for nonexclusive access to and use of the Training Center ("Annual Fee"). The Annual Fee and list of training deliverables is set out in Appendix A to this Agreement. In the event this Agreement is effective for portions of a year, the annual fee shall be pro-rated accordingly.

4.3 **Consumables**. TUMWATER shall pay a set fee to OLYMPIA for the use of standard consumables ("Consumables Fee"), above those defined in the list of deliverables. Consumables include items such as propane, smoke fluid, sheetrock, OSB, and similar supplies. The Consumables included in the contract are detailed in Appendix A.

4.4 **Method of Payment**. OFD will produce twice yearly billing statements on June 1 and December 1 that will include Annual and Consumables fees, as well as any additional costs provided for under this Agreement for TFD's use of the Training Center. TFD agrees to remit payment to the OFD within thirty (30) days of receipt of the OFD's invoice.

5. POLICIES & PROCEDURES – COMPLIANCE WITH LAW

5.1 **Policies**. TFD shall comply with OFD's Fire Training Center Rules & Regulations, Policies, and Procedures. These are subject to change at the discretion of OFD. Except when such advance notice is impractical or unreasonable, OFD shall give at least thirty (30) days' advance, posted written notice of any changes. Provided that, when training on or related to vehicles or equipment of TFD (e.g., water tender, crash rescue equipment), policies, procedures or protocols of TFD shall be followed. All policies and procedures shall be in writing and available to the Parties.

5.2 **Law**. The Parties shall comply with all applicable federal, state, and local laws including, without limitation, all OLYMPIA codes, ordinances, resolutions, and standards as they currently exist or are hereafter amended or newly adopted.

6. INDEMNIFICATION

6.1 **Indemnification**. TUMWATER shall defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of TFD's use of the Training Center or from any activity, work or thing done,

permitted, or suffered by TFD in or about the Training Center, except only such injury or damage as is caused by the negligence of OLYMPIA, subject to the terms of 6.2, below.

6.2 **No Indemnification for Joint TFD/OFD Training.** When OFD and TFD are training jointly at the Training Center, each party shall be responsible for its own defense of any claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property arising out of such joint training.

6.4 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

7. INSURANCE

TUMWATER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Training Center.

7.1 **Minimum Scope of Insurance.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

7.1.3 **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

7.2. **Minimum Amounts of Insurance.** TUMWATER shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** TUMWATER shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of TUMWATER to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA

may, after giving written notice to TUMWATER to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of TUMWATER to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

9. DISPUTE RESOLUTION

9.1 **Informal.** The MNRFTC Director of Training, together with a TFD Chief, shall meet and attempt to resolve any matter of training, scheduling, personnel, financing or any other dispute arising out of this Agreement. In the event that the parties fail to resolve the dispute, the Fire Chief of each Party shall meet and attempt to resolve any remaining issues. In the event the parties remain unable to reach agreement, the City Manager of the City of Olympia, who has ultimate authority over the Training Center and its activities, shall make a final decision on the dispute.

9.2 **Mediation.** Should TUMWATER disagree with the OLYMPIA City Manager's decision, TUMWATER may request mediation within thirty (30) days of the City Manager's decision. Upon agreement to mediate, the Parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

10. GENERAL

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither TUMWATER nor OLYMPIA shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

10.6 **Captions.** The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
Re: Training Agreement with City of Tumwater
PO Box 1967
Olympia, WA 98507-1967

TUMWATER

Attn: Fire Chief
Re: Training Agreement with City of Olympia
555 Israel Rd. S.W.
Tumwater, WA 98501

10.10 **Interpretation and Venue.** This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

10.11 **Entire Agreement.** This Agreement and Appendix A set forth all terms and conditions agreed upon by the OLYMPIA and TUMWATER, and supersedes any and all agreements oral or otherwise with respect to the subject matter addressed herein.

11. RECORDS

11.1 **Financial Records.** Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally.** Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

11.3 **Training Records.** TFD shall be responsible for maintaining a contract with Target Solutions in support of this Interlocal with City of Olympia. See Appendix A for detail of specific responsibilities of each agency.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date.** This Agreement shall take effect on 1/1/2015 or the date of the last authorizing signature affixed and proper recording, whichever occurs later.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement shall continue until December 31, 2016.

12.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) year, neither OLYMPIA nor TUMWATER will be obligated to continue the Agreement after the end of the current calendar year, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Surviving Provisions.** Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.


13. AUTHORIZATION AND EXECUTION. Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

CITY OF OLYMPIA

Mayor Stephen H. Buxbaum

Date: _____

Approved as to Form:



City Attorney (AAA)

CITY OF TUMWATER

Mayor Pete Kmet

Date: _____

Approved as to Form:

City Attorney

APPENDIX A

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: TUMWATER shall pay to OLYMPIA a flat rate annual **\$86,080** fee for specific fire training as detailed in this Appendix A, nonexclusive access to the Training Center property for fire training as outlined in this Agreement, and certain Consumables.

(2) Scheduling: TFD is responsible for coordinating scheduling with OFD, so as to avoid any scheduling conflicts with other training. After the training schedule is set by OFD, communication to TFD Members regarding schedules and training content is the responsibility of TFD.

(3) Consumables: TUMWATER shall pay to OLYMPIA for consumables above and beyond those described in Training Deliverables, below. The fee included in the annual fee includes items such as, propane, smoke fluid, sheetrock, and the first 90 sheets of OSB.

(4) Training Deliverables:

Completion of this training meets:

- Washington Administrative Code 296-305
- NFPA requirements of 1403 “Standards on Live Fire Training Evolutions”

APPENDIX A (cont.)

Annually

<i>Blue Card Command Training</i>		<i>Target Solution Records Management</i>		<i>Discretionary Training</i>	
<i>Required on-line course not included within this contract</i>	<i>Train all TFD Officers in initial BC Certification Program AND; provide monthly command sim-training at CTC (last Thursday of month)</i>	<i>Per-Person cost paid directly to Target Solutions</i>	<i>Records Management through Target Solutions Platform. See attached list of defined deliverables section (5)</i>	<i>TFD and/or OFD instruction plus TFD self-directed training (first 90 sheets of OSB included)</i>	<i>TFD shall have access to full MNRFTC campus (as available) no less than 150 hours annually</i>
		<i>Multi Company Operations Training</i>			
<i>Live Fire Training</i>		<i>Fire Ground Survival</i>		<i>Search and Rescue/May Day Ops/Truck Co. Operations</i>	
<i>Direct Delivery (includes propane, ntg, and smoke fluid)</i>	<i>Members engaged in firefighting duties certified bi-annually</i>	<i>Direct Delivery (includes sheetrock for prop)</i>	<i>Member engaged in firefighting certified bi-annually</i>	<i>Includes consumables as needed per discipline</i>	<i>TFD will be offered one slot for each of their three shifts at every CMT HOT event offered.</i>

(5) Records Management through Target Solutions; Detail

Olympia will provide Record Management through Target Solutions for all uniformed TFD members to include:

- Initial platform set-up to include entering personnel data
- Initial training of all users to be coordinated and managed and validated by designated TFD medic or officer.
- Distribution of required WAC, and Capital Metro Training to be coordinated and managed and validated by designated TFD medic or officer.
- Distribution of Thurston Co. EMT required training to be coordinated and managed and validated by designated TFD medic or officer.
- Administrative training for TFD Training Officer to manage training records outside the scope of CMT and required annual training.

APPENDIX A (cont.)

- Data entry of Capitol Metro training events.
- Records management for volunteers may be negotiated but is not within the scope of this Agreement.

(6) TFD will ensure that:

- Responsible TFD members will provide personnel training rosters to OFD with all required information, for OFD to enter into Target Solutions in a timely manner.
- Responsibility of quality control within the Target Solutions site and entered/archived data pertaining to TFD members remains with the Tumwater Fire Department and TFD Designated Training Officer.
- Assure that TFD members adhere to the rules & regulations for use of premises. (Appendix B)
- A contract with Target Solutions, consistent with the features specified by the City of Olympia remains in force throughout the duration of this Agreement. TFD will pay Target Solutions directly for this service.

(7) Attendance:

- Attendance at scheduled training is required. Absences will be counted as training hours.
- City of Olympia will not be liable for any issues arising from TFD members not completing on-line or hands on assigned training.

(8) Specific Training/Curricula:

- Live Fire Training – Blue Card Simulations, and “The Nozzle Forward”
- Fire Ground Survival – Joint IAFF & IAFC copyrighted program.
- Other (discretionary) curricula, as approved by the Director of Training.

(9) Operational Contacts for OLYMPIA (in order of authority):

- 1. Olympia Training Officer (Initial Contact)**
- 2. Director of Training for MNRFTC**
- 3. Olympia Fire Chief**
- 4. Olympia City Manager (Highest Authority)**

APPENDIX B

CITY OF OLYMPIA MARK NOBLE REGIONAL FIRE TRAINING CENTER RULES & REGULATIONS FOR USE OF PREMISES UPDATED MAY, 2013

General rules:

- All fire training shall be performed in accordance with all applicable laws, regulations, and safety standards including but not limited to NFPA standards and applicable WAC provisions;
- There shall be no alteration of onsite props;
- Users are required to remove all personal items at the end of the training and shall leave the facilities and grounds in the same condition as when they arrived;
- User shall supervise trainees and ensure that all trainees are properly informed about rules and regulations of the facility as well as proper protocol for the particular Training;
- User understands that additional instruction and/or training may be occurring in other areas of the MNRFTC at the same time as User's Training and User will ensure that trainees stay within the areas specifically reserved for this Training, except when necessary to enter or exit the MNRFTC.
- Decisions of the City of Olympia's designated MNRFTC Trainers and Instructors are final.

Rules specific to classroom use:

- Occupancy is limited to 30;
- Food and beverages are allowed at the trainer's discretion.

For rules specific to live fire training, see the document entitled,

STRUCTURAL FIRE TRAINER ACTION PLAN (issued at time of live fire training event).

Misuse of the facility and/or failure to comply with these Rules & Regulations, as well as those posted on the Premises, may result in the City's cancellation and/or early termination of a training event, possible forfeiture of the fee and potential denial of any future use.

Reservations & Fees:

- Reservations and fees cannot be transferred to another organization and/or individual without the express written permission of the MNRFTC Director of Training ("Director").

Cancellation:

- Should User wish to cancel the Training, notice to the City must be received at least seven (7) days prior to the scheduled Training except for instances of Greater Alarm Calls or disasters. User recognizes that without proper notice of cancellation, the City may be unable to schedule another event in the area that was to be used for the Training. **Should User cancel without the required notice, the availability of future training reservations will be at the sole discretion of the City depending on the circumstances.**



City of Olympia

City Council

Approval to Place the Proposed Resolution Establishing a Community Renewal Area (CRA) before the Public for Comment at a Hearing on February 3, 2015

Agenda Date: 1/13/2015
Agenda Item Number: 3.D
File Number: 15-0051

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval to Place the Proposed Resolution Establishing a Community Renewal Area (CRA) before the Public for Comment at a Hearing on February 3, 2015

Recommended Action

Committee Recommendation:

The Community and Economic Revitalization Committee (CERC) considered the proposed Resolution on December 15th and moved to forward the proposed Resolution to City Council for its consideration as an Other Business item at the January 6, 2015 City Council Meeting.

City Manager Recommendation:

Move to approve placing the proposed CRA Resolution before the public for comment at a public hearing, and direct staff to schedule a public hearing on the proposed CRA Resolution and provide notice to the community and potentially interested parties.

Report

Issue:

Shall the Council accept public comment on the proposed Resolution?

Staff Contact:

Keith Stahley, Director Community Planning and Development Department, 360.753.8227.

Presenter(s):

None. Consent item.

Background and Analysis:

On January 6, 2015 the City Council reviewed the draft CRA Resolution and made amendments to it. The revised CRA Resolution is attached (**Attachment 1**) for Council's review and approval to forward for public comment on February 3, 2015.

Options:

1. Approve placing the proposed CRA Resolution before the public for comment at a public hearing, and direct staff to schedule a public hearing on the proposed CRA Resolution and provide notice to the community and potentially interested parties.
2. Review the CRA Resolution and provide direction to staff on how to revise the draft.

Financial Impact:

None.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OLYMPIA, WASHINGTON DETERMINING THAT CERTAIN PROPERTY WITHIN THE CITY BE DESIGNATED AS A COMMUNITY RENEWAL AREA SUITABLE FOR A COMMUNITY RENEWAL PROJECT OR PROJECTS; DIRECTING THAT REQUESTS FOR PROPOSALS AND QUALIFICATIONS BE PREPARED AS A PRELIMINARY STEP TO PREPARING A COMMUNITY RENEWAL PLAN FOR THE AREA.

WHEREAS, under Chapter 35.81 (the “Community Renewal Act”) the City is authorized to undertake certain community renewal activities within areas of the City designated as “blighted”; and

WHEREAS, the City of Olympia, Washington, desires to encourage and assist with the redevelopment of approximately 650 acres of property within its downtown; and

WHEREAS, the City Council held a public hearing regarding downtown conditions and considered documents placed in the record and the testimony it received; and

WHEREAS, the findings of blight made this in resolution are supported by documents on file with the City of Olympia as well as the testimony of consultants and City staff, among others at the public hearing; and

WHEREAS, the City of Olympia respects property rights and wants to work with the property owners within such area in a cooperative fashion;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Findings. The City makes the following findings:

- A. The area depicted in Exhibit A attached hereto and incorporated by reference (the “CRA”) is a blighted area as defined in RCW 35.81.010(2) because various conditions related to property within the CRA substantially impair or arrest the sound growth of the City, retard the provision of housing, constitute an economic and social liability and are detrimental, or constitute a menace, to the public health, safety, welfare, or morals given the present condition and use of the property. Examples of these conditions include the following:
 - 1. Blighted and abandoned buildings;
 - a. Reliable Steel – West Bay Drive.
 - b. Former Health Department property and Thurston County Housing Authority building on the Isthmus.
 - c. Capital Center property including vacant lot north of 4th Avenue on the Isthmus.

- d. Griswold's property on 4th Avenue.
- e. Partially developed Vine Street Property located 415 Capitol Way.
- 2. Known and unknown soils contamination from prior industrial uses;
 - a. There are eight sites with confirmed or suspected contamination.
 - b. There are eight additional sites with leaking underground storage tanks.
 - c. There are four additional sites with both leaking underground storage tanks and confirmed or suspected contamination.
 - d. There are other sites within the CRA boundary that have been identified by the Department of Ecology as known or suspected sites of contamination.
- 3. Risks from flooding;
 - a. Due to its relatively low elevation, parts of the CRA are prone to flooding. Rising sea levels will only increase the risk of flooding.
 - b. The impact of continued sea level rise depends on the amount of sea level rise combined with higher tides, higher water tables and reduced surface drainage.
 - c. Numerous stormwater outfalls and combined stormwater/sewer systems only increase the CRA's vulnerability to flooding and sea level rise.
- 4. The high cost of construction on the dredged fill due to the need for support piling;
 - a. Overall 225 acres, or 48% of parcel acreage within the CRA is built on fill.
 - b. Much of the development in this area requires pilings.
- 5. Aging infrastructure;
 - a. The CRA contains more than 25,000 feet of sewer pipes that were installed before 1960.
 - b. The CRA contains more than 38,000 feet of water pipes that were installed before 1960.
 - c. The Percival Landing, the City's waterfront board walk funded in part by downtown businesses to create a linkage between downtown and the waterfront and to promote downtown vitality, is deteriorating and in need of extensive repair or replacement.
- 6. Diversity of property ownership within the CRA;
 - a. Within the CRA, there are 985 parcels that are owned by 525 separate property owners.
 - b. Within the CRA, sixty percent (313) property owners own between 0.1 acre and 0.5 acres of land.
- 7. Negative impacts caused by concentrations of homelessness;
 - a. On January 24, 2013, the homeless count showed a 56% growth in homeless individuals over the first count taken in January, 2006 and a 72% increase in homeless students and families.
 - b. Within the CRA, average incomes are lowest in the City.
- 8. Negative impacts caused by crime;

- a. Nuisance crimes are higher within the CRA than in other parts of the community.
- 9. Excessive land covered by surface parking lots;
 - a. Approximately 40% of downtown is covered by surface parking lots.
- 10. High office vacancy rates;
 - a. The State of Washington’s contraction of its workforce and consolidation of its workforce from leased to owned facilities has depressed office lease rates in downtown.

Section 2. Community Renewal Area. The area described in Exhibit A is hereby declared to be a “community renewal area” as defined in RCW 35.81.015(5) and the rehabilitation, redevelopment or combination thereof of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City of Olympia.

Section 3. Community Renewal Agency. Pursuant to RCW 35.81.150, the City Council elects to have the Council exercise community renewal project powers under Chapter 35.81 RCW.

Section 4. Direction to the City Manager. Authorizes the City Manager or his designee to:

- A. Prepare, for City Council review and approval, forms of requests for qualifications and requests for proposals from property owners within the CRA, property developers and other qualified groups to determine feasible rehabilitation and redevelopment opportunities within such area.
- B. ~~Work with City Council to prepare, review and consider~~~~Prepare for City Council review and approval,~~ a list of assets and various incentives that the City could consider making available to property owners, developers and other qualified groups to implement community renewal projects within the CRA.
- C. Prepare for City Council review and approval, criteria and a process for evaluating proposals and qualifications to select one or more partners to work with the City to rehabilitate and redevelop property within the CRA.

PASSED BY THE OLYMPIA CITY COUNCIL this ____ day of _____, 201__.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Exhibit A: CRA Boundary





City of Olympia

City Council

Approval of Revised Ordinance Adopting the 2015 Utility Rates and General Facilities Charges

Agenda Date: 1/13/2015
Agenda Item Number: 3.E
File Number:15-0020

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of Revised Ordinance Adopting the 2015 Utility Rates and General Facilities Charges

Recommended Action

Committee Recommendation:

N/A

City Manager Recommendation:

Move to approve on second reading the revised ordinance adopting 2015 utility rates and charges.

Report

Issue:

On December 16, 2014, City Council approved an ordinance adopting the 2015 utility rates and general facility charges for Drinking Water, Wastewater, Storm and Surface Water, and Waste ReSources Utilities. After the approval, staff identified a minor omission in the wastewater rate charges. The attached ordinance corrects the omission (see page 5).

Staff Contact:

Andy Haub, P.E., Director, Public Works Water Resources, 360.753.8475

Presenter(s):

Consent Item - No Presenters

Background and Analysis

The background and analysis have not changed from first to second reading.

The rate ordinance adopting the 2015 Wastewater Utility rates intended to enact a two percent across-the-board rate increase. The two percent increase is consistent with City Council and Utility Advisory Committee recommendations.

After Council adoption of the ordinance, staff realized that a component of the wastewater rate was omitted from the ordinance. The two percent rate increase was not applied to the consumption-based wastewater rates for non-single family accounts. The revised ordinance corrects the omission with

the following change in the Olympia Municipal Code:

Nonresidential accounts shall be billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU shall be billed at the rate of ~~\$2.75~~ \$2.81 per 100 cf. for local collection system.

Note: ERU stands for Equivalent Residential Unit and c.f. is cubic feet

Neighborhood/Community Interests (if known):

A typical residential customer in 2015 will see a 4 percent, or an \$8.58, increase in their bi-monthly bills (\$4.29/month).

Options:

1. Move to approve on second reading the revised ordinance adopting 2015 utility rates and charges.
Implications: Enacts ordinance consistent with City Council intentions.

1. Leave the consumption-based wastewater rates for nonresidential accounts at the 2014 level.
Implications:
 1. Inconsistent with 2015 rate calculations.
 2. Reduces anticipated revenue for 2015.

Financial Impact:

The proposed change is consistent with City Council and Utility Advisory Committee recommendations for 2015 utility rates.

Attachment:

Revised 2015 Utility Rates Ordinance

Ordinance No.

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
SUBSECTION 4.24.010B OF THE OLYMPIA MUNICIPAL CODE RELATING TO THE
LOCAL COLLECTION SYSTEM RATE PER EXCESS ERU.**

WHEREAS, the City Council adopted Ordinance No. 6943 on December 16, 2014, relating to utility fees and charges, amending Subsections 4.24.010A, 4.24.010B, 4.24.010C, and 4.24.010D of the Olympia Municipal Code, on December 16, 2014; and

WHEREAS, Subsection 4.24.010B failed to contain a six cent rate increase per excess ERU for nonresidential accounts for local collection system, which was inadvertently omitted from Ordinance 6943; and

WHEREAS, this Ordinance is adopted pursuant to Article 11 Section 11 of the Washington State Constitution and any other applicable authority; and

WHEREAS, this Ordinance is supported by the staff report, attachments, documents on file with the City, and the professional judgment of staff;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC Subsection 4.24.010(B). Subsection 4.24.010(B) of the Olympia Municipal Code is hereby amended to read as follows:

B. WASTE WATER (SEWER)

LOTT joint facilities	\$36.06	OMC 13.08.190
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Nonresidential accounts shall be billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU shall be billed at the rate of \$4.01 per 100 cf. for LOTT joint facilities.

Local collection system per ERU	\$19.67 per ERU	OMC 13.08.190
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Nonresidential accounts shall be billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU shall be billed at the rate of ~~\$2.75~~2.81 per 100 cf. for local collection system.

Waste Water (Sewer) general facility charge, assessed and payable as provided in OMC 13.08.205:	\$3,342.44 per ERU	OMC 13.08.205
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Waste Water (Sewer) general facility charge for properties on combined stormwater and sewer systems, assessed and payable as	\$1,439.53 per ERU	
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provided in OMC 13.08.205:

2015 LOTT capacity development charge	\$5,136	OMC
	per ERU	13.08.210
Reconnection charge	\$26.78	OMC
		13.08.230
Tapping fee	\$107.10	

Section 2. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This ordinance shall be in force and effect five days after its passage by the Olympia City Council and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY (ACA)

PASSED:

APPROVED:

PUBLISHED: