



**CITY COUNCIL WORKSESSION
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Sunset Room, 555
Israel Rd. SW, Tumwater, WA 98501**

**Tuesday, June 28, 2022
5:30 PM**

1. Call to Order
2. Roll Call
- [3.](#) Hazard Mitigation Plan for the Thurston Region Update (Brad Medrud)
- [4.](#) WSDOT Rights of Way Initiative Process and Housing Actions Update (Brad Medrud)
- [5.](#) Interlocal Agreement to solicit RFPs for a designated service provider(s) for PEG access channels (Ann Cook)
6. Mayor/City Administrator's Report
7. Adjourn

Meeting Information

All Councilmembers will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/89303096122?pwd=MWt0VVNVTWZHZRE44aXNoc1ZjUGM5UT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 893 0309 6122 and Passcode 075326.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 4:00 p.m. the day of the meeting. Comments are submitted directly to the Councilmembers and will not be read individually into the record of the meeting.

Post Meeting

Video recording of this meeting will be available within 24 hours of the meeting.

<https://tcmedia.org/channels.php>

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please

contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us

TO: City Council
FROM: Brad Medrud, Planning Manager
DATE: June 28, 2022
SUBJECT: Hazard Mitigation Plan for the Thurston Region Update

1) Recommended Action:

Discuss the update process for the *Hazard Mitigation Plan for the Thurston Region*.

2) Background:

Earthquakes, landslides, severe storms, floods, wildland fires, volcanic events, and other less common hazards cause lengthy disruptions and are costly to communities, the state, and the federal government. Hazard mitigation planning is intended to identify and implement sustained actions that eliminate long-term risks to life and property.

The City Council adopted the third edition of the *Hazards Mitigation Plan for the Thurston Region* in 2017. The Plan was based on a multi-jurisdictional process to develop mitigation strategies to reduce the risks of the most destructive hazards that threaten the region. The City is required to update their plan every five years to maintain eligibility for federal mitigation grant programs. The City has an annex in the Plan that identified initiatives that the City will undertake to address hazards present in the City.

Over 20 local agencies in Thurston County are working together to prepare the fourth edition of the Plan in 2022-23. Several workgroup meetings will be held, and other opportunities for public engagement will be publicized on the project website (<https://trpc.org/160/Hazards-Mitigation-Plan>).

3) Policy Support:

Comprehensive Plan Land Use Element Goal LU-6.5: Ensure implementation of the *Natural Hazards Mitigation Plan for the Thurston Region* to reduce or eliminate the human and economic costs of natural disasters for the overall good and welfare of the community.

4) Alternatives:

☐ None

5) Fiscal Notes:

This is an internally funded work program task, although individual actions in the updated plan may have a cost if eventually pursued.

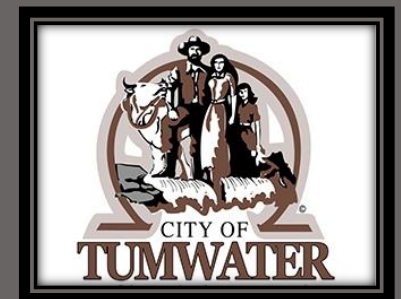
6) Attachments:

A. Presentation

Hazard Mitigation Plan for the Thurston Region

Five Year Update

June 28, 2022
City Council Worksession



Issue

- Earthquakes, landslides, severe storms, floods, wildland fires, volcanic events, and other hazards cause lengthy disruptions and are costly to communities
- Hazard mitigation planning is intended to identify and implement sustained actions that eliminate long-term risks to life and property

How can we make Thurston County communities more disaster resilient?



Mitigation

What's the difference between preparedness, response, and mitigation?

Using flood as an example...

PREPAREDNESS

Activities such as planning or staging of supplies or personnel in anticipation of an emergency. Preparedness involves rescue training, maintaining equipment, and procuring supplies — knowing that response efforts will be necessary in the future.

RESPONSE

Actions taken during an emergency to protect life and property such as sandbagging, performing rescue or evacuation operations, pumping water to protect assets, or providing emergency shelters to displaced residents.

MITIGATION

Actions that reduce the demand for preparedness and response activities by minimizing the impacts of flooding. Mitigation activities may include elevating or removing structures in areas that periodically experience flooding. Mitigation can also regulate future development in areas that are prone to flooding.

Current Plan

- The City Council adopted the third edition of the *Hazards Mitigation Plan for the Thurston Region* in 2017
- The Plan is based on a multi-jurisdictional process to develop mitigation strategies to reduce the risks of the most destructive hazards that threaten the region

Current Plan

- Communities are required to update their plan every five years to maintain eligibility for federal mitigation grant programs
- The City has an annex in the Plan that discusses actions the City will take to address hazards present in the City
- The Plan was last substantially updated in 2017
- The Plan is valid for five years and it is time for the preparation of the fourth edition

Plan Update

- Over 20 local agencies in Thurston County are working together to update the Plan
- Several workgroup meetings will be held, and other opportunities for public engagement will be publicized on the project website:

<https://trpc.org/160/Hazards-Mitigation-Plan>

Plan Update Participants

Public & Community Stakeholders

Plan Partners

Agencies seeking plan adoption: Thurston County, towns, cities, special districts, colleges, and others

Steering Committee

The Emergency Management Council of Thurston County (EMC)

Project Manager

Thurston Regional Planning Council (TRPC)

Hazard Mitigation Planning Workgroup

Representatives from each plan partner and other interested stakeholders

Technical Partners

Local, state, and federal government staff and academic support for development of the risk assessment

Regulatory Partners

FEMA, Washington Emergency Management Division, other state agencies

Primary Plan Contents

- Community Profile & Capacity Assessment
- Risk Assessments (severity, impacts, probability, historic occurrences, and summary assessment):
 - Earthquakes
 - Storms
 - Floods
 - Mudslides
 - Wildfire Fire Hazards
 - Volcanic Hazards

Primary Plan Contents

- City of Tumwater mitigation initiatives:
 - Currently adopted
 - Completed
 - New
 - Future land use plans, zoning, and development regulations

Hazards Mitigation Workgroup

- The Hazards Mitigation workgroup started meeting monthly in February 2022 and will continue to meet until the spring of 2023
- The workgroup will help identify potential mitigation stakeholders, share ideas and resources, and review the draft plan
- Workgroup meetings will be held over Zoom and are open to the public

Community Survey

- The first phase of public outreach, a community wide survey (<https://trpc.org/160/Hazards-Mitigation-Plan>), is open through the end of July
- All community members are encouraged to take the survey and let us know what hazards they are concerned about and how they want us to take action to reduce losses

Project Website

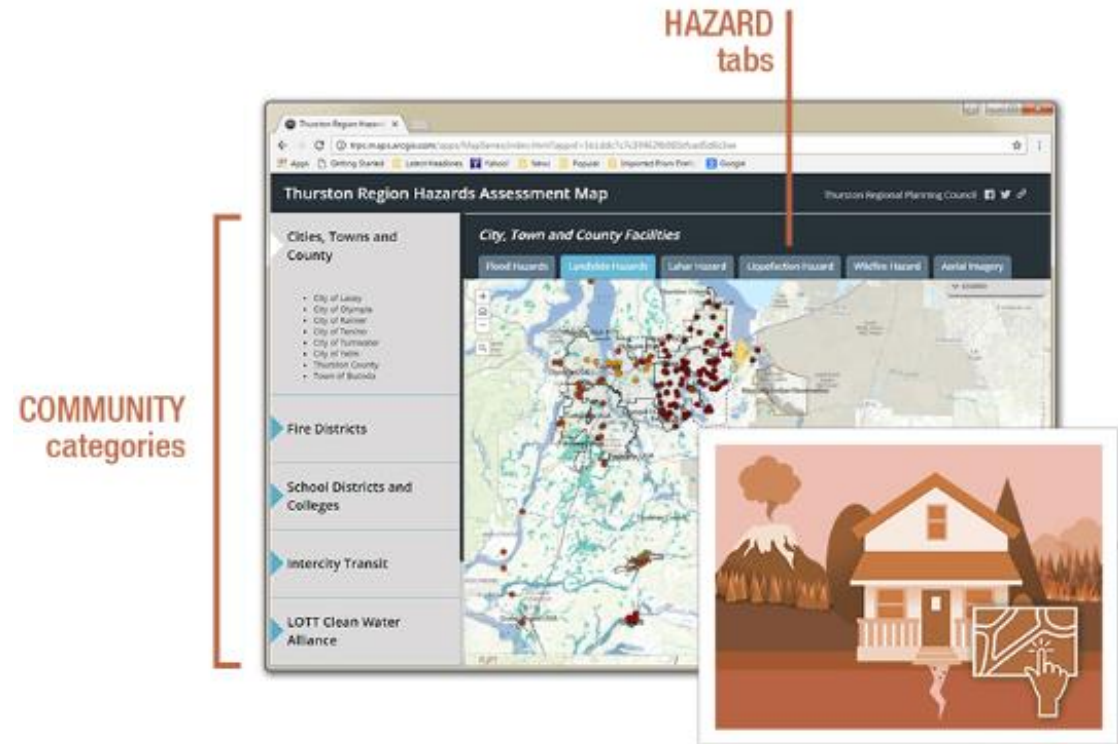
<https://www.trpc.org/1101/Fourth-Edition-Update>

Contains information on:

- Meetings and Materials
- Workgroup
- Partner Resources from FEMA
- Contact Information
- Plan Documents and Maps

Hazards Assessment Map

- The Thurston Region Hazard Assessment Map overlays hazard areas with community assets
- Use the search tool to enter an address and cycle through the hazard tabs on top of the map



<https://www.trpc.org/790/Hazards-Assessment-Map>

Next Steps

- Complete Community Survey – July 31, 2022
- Workgroup Meetings – monthly
- Develop Plan Update – fall 2022
- City Review and Adoption – first half of 2023



TO: City Council
FROM: Brad Medrud, Planning Manager
DATE: June 28, 2022
SUBJECT: WSDOT Rights of Way Initiative Process and Housing Actions Update

1) Recommended Action:

Discuss status of WSDOT Rights of Way Initiative Process and provide an update on housing actions by staff.

2) Background:

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues.

In September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which will inform the City's Comprehensive Plan policies and development regulations and guide implementation strategies to help the City meet its housing needs.

Staff will provide information on the WSDOT Rights of Way Initiative Process, and an update on housing actions by staff related to the Regional Housing Council and tenant protections.

3) Policy Support:

Housing Element Goal H-3: To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.

4) Alternatives:

☐ None

5) Fiscal Notes:

This is an internally funded work program task, although individual actions may have a cost if eventually pursued.

6) Attachments:

None

TO: City Council
 FROM: Ann Cook, Communications Manager
 DATE: June 28, 2022
 SUBJECT: Interlocal Agreement to solicit RFPs for a designated service provider(s) for PEG access channels

1) Recommended Action:

This is a briefing in anticipation of asking Council to authorize the Mayor to sign an Interlocal Agreement, substantially in the form submitted subject the approval of the City Attorney, with the cities of Lacey, Olympia, and Thurston County to solicit RFPs for a designated PEG provider(s).

2) Background:

In January of 2021, the City Council approved a 10-year cable franchise agreement between the City of Tumwater and Comcast Cable Communications Management, LLC. A cable franchise is a contract between the cable operator and the local government that the cable operator serves. In consideration for a cable operator's right to locate its facilities in the public rights of way, the City or County requires the cable operator to enter into a franchise agreement.

Federal law limits negotiations to public, educational and governmental (PEG) access channels, local control of its rights-of-ways, and other Comcast compliance obligations with the franchise, particularly its financial obligations. The agreement addresses only the provision of cable (video) service as the City does not have authority to negotiate basic cable rates, internet and phone service, channel placement, and à la carte options.

The franchise agreement includes a reasonable level of capital cost support for PEG expenditures, access to local channels, including our own Tumwater TV channel, and provisions for high definition channels in the future.

The Interlocal Agreement allows jurisdictions to make the most efficient use of their resources by collaborating to solicit request for proposals and enter into separate contracts with a designated service provider or service providers to manage public, education, and government (PEG) access funds and operate PEG access channels, facilities, and equipment, and provide noncommercial PEG access services.

The City of Lacey shall serve as the lead agency and will collect submitted requests for proposals and coordinate the review of submitted requests for proposals with each party to this agreement.

Noncommercial PEG access services include public access programming; education access programming; and government access programming; and cablecasting public, educational and governmental programming on access channels.

3) Policy Support:

2021-2026 Strategic Priority: Refine and Sustain a Great Organization

- Increase connections and partnership opportunities with other organizations, governments, and partners
 - Encourage greater community involvement by employees and officials
 - Continue to expand and explore effective methods to market Tumwater, tell our story, and engage citizens and businesses in City government and civic organizations
-

4) Alternatives:

- ☐ Amend and authorize the Mayor to sign the agreement.
 - ☐ Do not authorize signature
-

5) Fiscal Notes:

There is no common budget for this ILA, and no payments shall be made between jurisdictions. This agreement as no provisions for personal or real property is to be jointly acquired or held.

Comcast pays a franchise fee to the City of Tumwater for the use of public property. Federal law caps the maximum amount at 5% of Comcast's gross revenues from and related to the provision of cable and video services.

PEG fees charged to cable subscribers are remitted to the City and may be used for capital expenses related to the cable-delivery of Public, Education, and Government programming. The PEG fee will remain at .30 per subscriber per month. The City reserves the option to increase the fee, as needed, for capital improvements.

6) Attachments:

A. Interlocal Agreement to solicit RFPs for PEG Service Provider.

2022
INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY, CITY OF LACEY, CITY OF OLYMPIA, & CITY
OF TUMWATER

This Agreement is entered into in duplicate originals this 18 day of July 2022 between the CITIES OF LACEY, OLYMPIA, TUMWATER, municipal corporations (hereinafter "Lacey, Olympia, and Tumwater, or Cities"), and THURSTON COUNTY, a municipal corporation (hereinafter "County"), collectively referred to as "parties" and individually as "party" pursuant to RCW 39.34.

WHEREAS, RCW 39.34.010 permits local governmental units 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; and

WHEREAS, it is to the mutual advantage of Thurston County and the Cities of Lacey, Olympia, and Tumwater to cooperate as described herein in order to make the most efficient use of their resources to collaborate on soliciting the request for proposals for service provider or service providers to manage public, education, and government (PEG) access funds and PEG access channels, facilities and equipment, and provide noncommercial PEG access services to the parties; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking each public agency is authorized by law to perform.

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I.
GENERAL

1. It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to collaborate on soliciting a request for proposals to enter into separate contracts with a designated service provider or service providers to manage public, education, and government (PEG) access funds and operate PEG access channels, facilities, and equipment, and provide noncommercial PEG access services. Noncommercial PEG access services include: public access programming; education access programming; and government access programming; and cable-casting public, educational and governmental programming on access channels. All jurisdictions represented in this Agreement shall: 1) work together to create the request for proposal, which shall include that vendors provide proposals for each party to this agreement, and 2) review the applications submitted through the request for proposal process. Each party reserves the right to select and enter into contracts with a vendor at their own discretion based on the needs of their respective jurisdiction. Each party also reserves the right to not enter into an agreement through this process.

II. DURATION

2. This Agreement shall become effective on the date written above and shall remain in effect for one (1) year and automatically renew for an additional one (1) year unless changed, modified, amended, or terminated sooner as provided for herein. The total duration of this Agreement shall not exceed two (2) years. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040.

III. SERVICES

For the duration of the coordinated project, Lacey will serve as the lead agency. The lead agency will create a draft request for proposals, which shall include that vendors provide proposals for each party to this agreement. The non-lead jurisdictions will review the draft request for proposals. All jurisdiction will agree to the draft request for proposals in writing prior to finalizing and publishing the request for proposal. The request for proposal shall include, but is not limited to: scope of services, solicitation and review schedule, a defined process for answering questions, evaluation criteria, desired qualifications, and submission requirements. Should the parties be unable to agree on the draft request for proposals, each jurisdiction may move forward with separate request for proposals concurrently with terminating this Agreement.

The lead agency agrees to collect submitted requests for proposals. The lead agency will coordinate the review of submitted requests for proposals with each party to this agreement. The non-lead jurisdictions agree to review the submitted requests for proposals with the lead agency.

Each party is responsible for selecting and entering into contracts with a vendor at their own discretion based on the needs of their respective jurisdiction. Each party also reserves the right to not enter into an agreement through this process.

IV. RECORDS RETENTION AND AUDIT

3. During the progress of the work and for a period not less than six (6) years from the final date of December 31, 2022, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period. Each party will promptly notify the other of any such litigation hold on records.

V. RELATIONSHIP OF THE PARTIES

4. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No payments shall be made between any party to this agreement. No personal or real property is to be jointly acquired or held.

VI. TERMINATION

5. Any party may terminate this Agreement upon ninety (90) calendar days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

VII. LEGAL RELATIONS

6. No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

VIII. FORCE MAJEURE

7. Neither party will be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure will include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, epidemics, civil or public disturbances, or other similar occurrences. If any party is unable to perform under this Agreement due to a force majeure event, upon giving notice and reasonably full particulars to the other party, such obligation or condition will be suspended only for the time and to the extent commercially practicable to restore normal operations.

IX. ADMINISTRATION

8. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party, the County's representative shall be the Public Information Supervisor (360)490-0562, the City of Lacey's representative shall be the Assistant City Manager (360)412-2891, the City of Olympia's representative shall be Kellie Purce Braseth (360)753-8361, and the City of Tumwater's representative shall be Ann Cook (360)754-4123.

X. CHANGES, MODIFICATIONS, AND AMENDMENTS

9. This Agreement may be changed, modified, amended, or waived only by written agreement executed by each party's authorized governing authority.

**XI.
GOVERNING LAW AND VENUE**

10. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance, Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington or, if against Thurston County, in the superior court of either of the two nearest judicial districts.

**XII.
WAIVER**

11. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement

**XIII.
SEVERABILITY**

12. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THURSTON COUNTY

CITY OF LACEY

Ramiro Chavez, County Manager

Scott Spence, City Manager

Approved as to form:

Approved as to form:

Jon Tunheim, Prosecuting Attorney

David Schneider, Lacey City Attorney

CITY OF OLYMPIA

CITY OF TUMWATER

Steven J. (Jay) Burney

Debbie Sullivan, Mayor

Approved as to form:

Approved as to form:

Michael Young, Deputy City Attorney

Karen Kirkpatrick, City Attorney