



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 7, 2017

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [17-0247](#) Special Recognition - American Legion Officer of the Year

3. 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 City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) 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, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to three (3) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment 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)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [17-0240](#) Approval of February 28, 2017 Study Session Meeting Minutes

Attachments: [Minutes](#)

4.B [17-0241](#) Approval of February 28, 2017 City Council Meeting Minutes

Attachments: [Minutes](#)

4.C [17-0178](#) Approval of the Contract Between the City of Olympia and Pioneer

Recycling for Recycle Processing Services

Attachments: [Professional Services Agreement](#)

- 4.D [17-0238](#) Approval of Agreed Order with the Washington State Department of Ecology for Former West Olympia Landfill Site

Attachments: [Agreed Order](#)

4. SECOND READINGS - None

4. FIRST READINGS - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [17-0182](#) Approval of Bid Award for Log Cabin Road Reservoir

Attachments: [Summary of Bids](#)

[Vicinity Map](#)

- 6.B [17-0246](#) Approval of a Charter for an Ad Hoc Committee on Housing Affordability

Attachments: [Proposed Charter](#)

[Proposed Work Plan](#)

7. CONTINUED PUBLIC COMMUNICATION

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. EXECUTIVE SESSION

- 9.A [17-0242](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

9. 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 Executive Assistant 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.



City Council

Special Recognition - American Legion Officer of the Year

Agenda Date: 3/7/2017
Agenda Item Number: 2.A
File Number: 17-0247

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - American Legion Officer of the Year

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Recognize Officer George Clark as the American Legion Officer of the Year.

Report

Issue:

Whether to recognize Officer George Clark as the American Legion Officer of the Year.

Staff Contact:

Aaron Jelcick, Deputy Chief of Police, Olympia Police Department, 360.753.8255

Presenter(s):

Aaron Jelcick, Deputy Chief of Police

Background and Analysis:

The American Legion will be honoring Officer George Clark for being selected the Officer of the Year. Each May, the Officer of the Year for the prior year is selected by the Olympia Police Department and recognized with an award by the American Legion.

Attachments:

None



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City Council

Approval of February 28, 2017 Study Session Meeting Minutes

Agenda Date: 3/7/2017
Agenda Item Number: 4.A
File Number: 17-0240

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

Title

Approval of February 28, 2017 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, February 28, 2017

5:30 PM

Council Chambers

Study Session - Joint Meeting with Tumwater City Council

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

OTHERS PRESENT

Bob Covington, Deputy Director, Department of Enterprise Services
Jessi Massingale, Principal, Floyd Snider
Pete Kmet, Mayor, City of Tumwater
Neil McClanahan, Mayor Pro Tem, City of Tumwater
Joan Cathey, Councilmember, City of Tumwater
Ed Hildreth, Councilmember, City of Tumwater
Nicole Hill, Councilmember, City of Tumwater
Tom Oliva, Councilmember, City of Tumwater
Debbie Sullivan, Councilmember, City of Tumwater
Eileen Swarthout, Councilmember, City of Tumwater
John Doan, City Administrator, City of Tumwater
Joe Downing, Commissioner, Port of Olympia
Bill McGregor, Commissioner, Port of Olympia
E.J. Zita, Commissioner, Port of Olympia
Ed Galligan, Executive Director, Port of Olympia
Bud Blake, Commissioner, Thurston County

2. BUSINESS ITEM

- 2.A** [17-0202](#) Joint Study Session with the Tumwater City Council to Receive a Briefing on the Capitol Lake/Deschutes Estuary Long-term Planning Process

Mayor Selby welcomed the jurisdictions in attendance. She introduced Mr. Covington and Ms. Massingale.

Mr. Covington gave a brief overview of the presentation noting he and Ms. Massingale will share the phases of long-term management planning; give an overview of outcomes for Phase 1; the broad support and need for phase 2 and next steps. She noted the Environmental Impact Statement (EIS) process began with a Proviso in the

2015-17 Capital budget that charged the Department of Enterprise Services to make tangible progress on a long-term plan for the Capitol Lake/Lower Deschutes Watershed.

Ms. Massingale shared an overview of the Phase 1 process along with the stakeholders involved. She shared a timeline of events and activities that have occurred over 30 years at the Capitol Lake/Deschutes Watershed. She noted, as part of Phase 1, stakeholders were surveyed to determine goals and objectives and to understand how they would define success at the end of the EIS process. This information was used to develop a Purpose and Need Statement to assist in describing the purpose of the Capitol Lake/Lower Deschutes Watershed Long-Term Planning Process to regulatory agencies.

Ms. Massingale discussed the review and compilation of studies from the 1970's - 2015 documenting water quality impacts and other conditions in order to identify the best available science. During Phase 1, the Funding and Governance Committee reviewed existing models for shared funding and developed a list of attributes for a future shared funding governance model.

Ms. Massingale discussed the transition to Phase 2 of the project to include funding in the Governor's proposed 2017-19 Capital Budget and 2019-21 biennium. Phase 2 could begin in late 2017/early 2018 after a public bidding process.

Attendees asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:49p.m.



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601 4th Avenue E.
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360-753-8244

City Council

Approval of February 28, 2017 City Council Meeting Minutes

Agenda Date: 3/7/2017
Agenda Item Number: 4.B
File Number: 17-0241

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

Title

Approval of February 28, 2017 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
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Information: 360.753.8244

Tuesday, February 28, 2017

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

1.A ANNOUNCEMENTS

Mayor Selby noted the Council met earlier in a Study Session.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [17-0218](#) Special Recognition - Marshall Middle School Day of Service

Assistant City Manager Jay Burney introduced Condee Wood, Principal of Marshall Middle School.

Principal Wood gave an overview of the day of service 380 students participated in on January 16, Martin Luther King, Jr. Day.

Councilmembers thanked the students for their service to the Community.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Jim Reeves, Kris Tucker, Jean Mandenberg, Don Cohen, Franz Kilmerschultz, Karma Reynoldson, John Wilson and Brett Davis.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

Mayor Selby recused herself from item 4.F

4.A [17-0216](#) Approval of February 14, 2017 Study Session Meeting Minutes

The minutes were approved.

- 4.B [17-0217](#) Approval of February 14, 2017 City Council Meeting Minutes

The minutes were approved.

- 4.C [17-0215](#) Bills and Payroll Certification

Payroll check numbers 89758 through 89911 and Direct Deposit transmissions: Total: \$6,210,610.97; Claim check numbers 3683004 through 3684263: Total \$8,970,046.88

The decision was approved.

- 4.D [17-0180](#) Approval of the 2017 Finance Committee Work Plan

The decision was approved.

- 4.E [17-0209](#) Approval of the 2017 General Government Committee Work Plan

The decision was approved.

- 4.F [17-0190](#) Approval of a Resolution Accepting Recommendations, Findings, and Conclusion of the Hearing Examiner and Granting Preliminary Approval of an Amendment to the Woodard Lane Co-Housing Planned Residential Development

The resolution was approved.

4. SECOND READINGS

- 4.G [17-0152](#) Approval of Amendment to Ordinance 6983 - Development Fee Revenue Fund

The ordinance was approved on second reading.

Approval of the Consent Agenda

Councilmember Hankins moved, seconded by Councilmember Gilman, to adopt the Consent Calendar. Mayor Selby recused herself from item 4.F. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

4. FIRST READINGS - None

5. PUBLIC HEARING

5.A [17-0020](#) Public Hearing on Consideration of a Street Vacation Petition for a Portion of Alley Adjacent to 1919 Harrison Ave NW

City Surveyor Ladd Cluff discussed a petition to the City to vacate a portion of the alley adjacent to 1919 Harrison Avenue.

Mayor Selby opened the public hearing at 8:03p.m.

The following people spoke in support of the alley vacation and requested the City waive the associated fees: Robin Healey, Alicia Elliot, Daniel Einstein, Debbie Rowe, Valerie Kehoe, Steve Rowe, Cathy Visser, Phoebe Martinson, Lynn Schneider, Dan Chernueske, Mike Smith, Richard Fellows and Dave Humphries

Mayor Selby closed the hearing at 8:26p.m.

Councilmembers asked clarifying questions. After discussion and a withdrawn motion, Councilmembers agreed to postpone approval of the alley vacation pending consideration of other methods to achieve the desired outcome which provides for pedestrian and bike traffic but blocks vehicle traffic. The item will return to the City Council on March 21.

The public hearing was held and closed, approval of the ordinance was postponed.

5.B [17-0196](#) Public Hearing on Amending Community Development Block Grant (CDBG) Funding - Program Year (PY) 2016

Program Manager Anna Schlecht reviewed the proposed amendments to the 2016 Community Development Block Grant Action Plan.

Mayor Selby noted no one signed up to speak at the hearing and asked if there was anyone in the audience who wanted to speak. There were no speakers.

The public hearing was held and closed.

6. OTHER BUSINESS

6.A [17-0122](#) Approval of 2017 Comprehensive Plan Amendment Docket

Planner Joyce Phillips reviewed the four Comprehensive Plan amendment proposals and review process. Mayor Pro Tem Jones recused himself from proposal 3 from the South Capitol Neighborhood Association to remove the major collector designation on Maple Park Drive between Capital Way SE and Jefferson Street SE.

Councilmembers asked clarifying questions.

Councilmember Hankins, seconded by Councilmember Gilman, moved to approve forwarding the four Comprehensive Plan amendment proposals to the Planning Commission for review and recommendations back to the City

Council. Mayor Pro Tem Jones recused himself from proposal 3. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

Steve Hall reported two weeks ago inaccurate information was shared regarding the recent clean up underneath the 4th Avenue bridge. He clarified there were no arrests made during the clean up.

Assistant City Manager Jay Burney discussed recognition the City received regarding participation in the recent LatinX Youth Summit.

Mr. Hall shared a video encouraging citizens to take the City parking survey.

9. ADJOURNMENT

The meeting adjourned at 9:40p.m.



City Council

Approval of the Contract Between the City of Olympia and Pioneer Recycling for Recycle Processing Services

Agenda Date: 3/7/2017
Agenda Item Number: 4.C
File Number: 17-0178

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

Title

Approval of the Contract Between the City of Olympia and Pioneer Recycling for Recycle Processing Services

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the contract for recycle processing services between the City of Olympia and Pioneer Recycling Services, LLC (Pioneer), and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to approve the contract for recycle processing services between the City of Olympia and Pioneer Recycling Services, LLC for \$84.56 per ton.

Staff Contact:

Ron Jones, Senior Program Specialist, Public Works, Waste ReSources, 360.753.8509

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Curbside recyclables collected by the City of Olympia need to be sorted and processed at an approved recycle sorting facility. The nearest facilities are located in Pierce County.

Between 2003 and 2008, the City contracted with LeMay Incorporated for all aspects of recycling to include transfer, hauling, and processing in a single agreement. When that contract expired in 2008, it was not renewed. Since then, the City and LeMay have been doing business without a formal contract. Beginning September 2015, the City separated the business transactions for recycle processing from transfer and hauling.

In early 2016, the City of Olympia issued separate Request for Proposals (RFP) for recycle processing and transfer and hauling services. The City received and evaluated four proposals for recycle processing and selected Pioneer as the successful candidate.

The City negotiated the attached Professional Services Agreement with Pioneer. The proposed contract is for a five-year term, with the option to extend for additional periods of time. The recycle processing fee will be \$84.56 per ton with annual increases based on 100 percent of the Seattle-Tacoma-Bremerton Consumer Price Index. The City, in turn, receives 100 percent of the market value for its recyclables. Over the past 12 months, the average value of all recyclables combined was \$103 per ton, and trending upwards. Based on 5,000 tons per year (2015 year end data), and the average market value, the City expects to net upwards of \$90,000 annually. Because the value of recyclables changes monthly, based on demand for materials and other factors, the actual net amount to the City will fluctuate. Staff seeks approval of the contract for recycle processing services.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the Professional Services Agreement.
 - Establishes clear roles and responsibilities between the City and Contractor.
 - Ensures the City has a reliable source for sorting and marketing its recyclables.
 - A contract will set a defined cost per ton for processing with small annual increases, along with a protocol for receiving market values.

2. Do not approve the Professional Services Agreement.
 - Without a contract, the City is subject to potential and unexpected cost increases.
 - The City might be at risk for having loads rejected by the sorting facility with no back up options. The City cannot sort its own recyclables.

Financial Impact:

Recycle processing costs are currently funded by customer rates, and included in Waste ReSources' (Fund 403) operating budget.

Attachments:

Professional Services Agreement

RECYCLE PROCESSING SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Pioneer Recycling Services, LLC, a *Washington*, corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of Sorting and Marketing Curbside Recyclables; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue for a period of five years ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City, or with or without cause by Contractor with a minimum 90 days' notice.

4. Compensation.

A. Total Compensation for Recycle Processing Services. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor a fixed "per ton" processing cost, which is offset by the market value of its recyclables. The calculation of the fixed processing cost offset by the average monthly market value of recyclables will result in a "net" cost/credit per ton to the City.

i. Fixed Processing Cost. The fixed processing cost for comingled recyclables delivered to Contractor shall not exceed Eighty-four and 56/100 Dollars per ton. This fee shall be in effect for the first year of the contract. Starting the second year, the fixed processing costs shall adjust annually at the rate of 100 percent of the SEATTLE-TACOMA-BREMERTON Consumer Price Index, All Items 1982-84=100 for All Urban Consumers (CIP-U).

ii. Recycling Average Market Value Credit. The City shall receive 100 percent of the average market value of its processed recyclables. Average market value shall be determined by what the Contractor receives or pays for the City's recyclable material shipped from its facility each month. Average market value is an aggregate value of all City recyclables calculated as shown in Exhibit B. The sort percentages shown in Exhibit B, Pricing and Yield Matrix will be in effect for the first year of the contract, and updated annually thereafter.

iii. Reporting and Invoicing Requirements. The Contractor shall provide to the City each month, invoices and reports in an electronic format specified by the City. The Contractor shall not receive its monthly compensation until all items required in reports and invoices are submitted to the City. At a minimum, the invoices and reports shall include:

- a. Detailed weights of each load of City recyclables delivered to the facility, to include gross, tare and payload, date, time and truck/trailer number; and
- b. A summary of total tons of recyclables received from the City; and
- c. A pricing matrix summary showing the tons and percent of each recyclable material sold, by type of product, grade of material, market value; and
- d. A monthly market synopsis; and
- e. An annual summary of recyclable materials sales by country of destination.

C. Method of Payment/Credit. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, attached hereto in Exhibit C, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

D. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Contractor affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City

and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit E. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit F.

9. Confidentiality.

Contractor agrees not to disclose any information and/or documentation obtained by Contractor in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Contractor will be grounds for immediate termination.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance. The Contractor 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 performance of the work hereunder by the Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

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

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so

expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

12. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

13. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City 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 City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

The City reserves the right to inspect documentation of market values paid/received by Contractor. The City shall give the contractor at least 20 days' notice of its desire to inspect market value documentation.

Records owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, 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 the City in the event this provision applies.

15. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that

any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City 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.

1. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

3. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. 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.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

T. Definitions. Exhibit D contains definitions for industry specific terminology used in this agreement and in some attachments.

U. Back-up Facility. Exhibit G contains notice that Pioneer Recycling Services, LLC, has made formal arrangement with Waste Management of Tacoma to serve as a back-up recycle processing facility for City materials, should Pioneer be unable to process them for any reason.

CITY OF OLYMPIA

By: _____
Steven R. Hall, City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:

Darren Nienaber DCA
Deputy City Attorney

I certify that I am authorized to execute this contract on behalf of the Contractor.

PIONEER RECYCLING SERVICES, LLC:

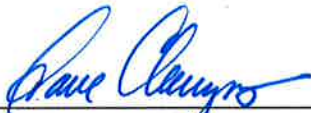
By: 
Dave Claugus, Vice President
4109 192nd Street E
Tacoma, WA 98446
(253) 655-0291
Date of Signature: 1-31-17

Exhibit A
SCOPE OF SERVICES

I. **Primary Recycle Processing Facility.**

The Contractor's primary processing facility for City of Olympia recyclables is located at 4109 192nd Street E., Tacoma, Washington. The Contractor shall maintain all licenses and permits, and comply with all local, state and federal regulations necessary to operate a recycle processing facility.

II. **Contingency, Back-up Recycle Processing Facility.**

To avoid disruption of the recycling collection program through a temporary shutdown in processing, due to labor dispute, natural disaster, fire, or other disruption, the contractor shall have an agreement with another permitted processing facility(s) for processing recyclables.

III. **Receiving, Sorting, Processing and Marketing (Recycle Processing).**

Contractor shall receive, sort, process and market all the City's commingled recyclables delivered to the Contractor by the City's recycle logistics transporter and/or the City itself.

The Contractor shall process recyclables in a manner that maximizes the amount and quality of recycled material, and minimizes the amount of residuals, trash and out-throws, and complies with all regulations applicable to recycle processing facilities in Washington State.

The Contractor shall ensure recyclables from the list of accepted materials shown in section VI of the Scope of Services (Exhibit A), go to viable recycling markets. The Contractor is prohibited from disposing, composting or incinerating any program recyclables received under this contract without permission from the City of Olympia. Such permission shall not be unreasonably withheld.

Exception: If no viable markets exist for mixed glass cullet from ResMix, recyclable glass bottles and jars may be directed for secondary uses, such as aggregate material, insulation and alternative daily cover.

IV. **Scaling and Tipping.**

The Contractor shall provide access to weight scales and vehicle unloading areas between the hours 7:00 A.M. and 7:00 P.M., Monday through Friday, except for Thanksgiving, Christmas and New Year's Day. The Contractor shall weigh and record the inbound "loaded" weight, and use the tare "unloaded" weight to calculate the "payload" of each trailer load of recyclables. Wait times for inbound loads shall be kept to a minimum, with an expected cycle time of less than 45 minutes from time of inbound scaling to outbound scaling.

V. **Accepted Materials.**

The materials described below define and give examples of which recyclables are accepted by the Contractor. The City and Contractor recognize that some non-recyclable, as well as marginally recyclable materials not currently accepted may inadvertently be placed in carts and containers by City customers. These materials are considered contamination, otherwise known as residuals, or trash. The City and Contractor may, at any time, mutually agree to modify the accepted material list.

Mixed Paper: newspaper, junk mail, magazines, catalogues, phone books, paper books, cereal and other dry food storage boxes, frozen food boxes, soda and beer cartons, paper bags, packing paper, egg cartons, old corrugated carton (OCC), pizza boxes with little to no food residue, and other fiber-based materials meeting industry standards and/or accepted by the Contractor. Excluded from recyclable mixed paper are tissue paper, paper towels, butcher paper, and any contaminated or food-soiled paper.

Cardboard: cardboard boxes with the waffle in the middle, also known as old corrugated carton, or OCC.

Cartons: gable top and aseptic cartons such as milk, soy, and soup broths.

Plastics: all plastic jugs #1-7 with a neck smaller than the base ranging in size from pill bottles to large (2 ½ gallon) laundry detergent jugs, plastic dairy tubs and other colored tubs, yogurt cups and containers, plastic buckets, rigid plastic flower pots.

Aluminum and Tin Cans: beverage cans such as soda and beer cans, and tin cans used for food storage.

Pots and Pans: All metal pots and pans.

Glass bottles and jars: bottles and jars with a neck smaller than the base.

Exhibit B

GRADE VALUE, MARKET CREDIT/CHARGE AND MATERIAL COMPOSITION

Grade Value: The material grade value shall be the estimated value the processor receives each month for recyclables, or pays each month for trash, and glass reused for alternative daily cover. The estimated value of each grade shall be calculated using the Contractor's order file at the time of pricing, typically between the 5th and 10th of each month.

Material Composition: The percentage of ResMix yield for glass shall be determined by the Contractor performing random and ongoing sample hand sorts of City recyclables. The results of the glass sampling process shall be combined with the actual annual yield for ResMix receipts by grade from the Contractor's Tacoma facility to develop a corrected total yield for the City of Olympia which will be used in the pricing calculations of City ResMix for the following 12 months. The Contractor shall provide documentation of all random samples, results and calculations to the City for review. Sort percentages for the first year of the contract are shown in the Pricing and Yield Matrix below.

Market Credit/Charge: The City's market credit, or charge, is determined by the aggregate value of recyclables, which are calculated as a weighted average of the individual material values.

$$\text{Sort \%} \times \text{Grade Sales} = \$ \text{Yield. } \sum \$ \text{Yield} = \text{Avg Market Value}$$

The net aggregate market credit/charge per ton will be multiplied by the total tons of recyclables delivered each month.

Examples: Net \$14.80/ton × 375 tons = \$5,550.00 (Contractor pays City)
Net -\$3.25/ton × 375 tons = \$1,218.75 (City pays Contractor)

Pricing and Yield Matrix

MONTH YEAR	CONTRACTOR NAME		
With Glass	Sort Percent (%)	Grade Sales Price/Ton	\$ Yield
	<i>Set annually²</i>	<i>Monthly Market Price¹</i>	
ONP	33.40%	\$108.00	\$36.07
OCC	25.60%	\$125.00	\$32.00
MIX Paper	11.80%	\$99.00	\$11.68
PET	2.80%	\$195.00	\$5.46
HDPE	0.70%	\$400.00	\$2.80
Natural	1.00%	\$660.00	\$6.60
#3-7	0.30%	\$0.00	\$0.00
MRP	0.20	\$190.00	\$0.38
Film	0.00%	\$ 5.00	\$0.00
Glass	19.60%	(\$35.00)	(\$6.86)
Metal	0.20%	\$40.00	\$0.08
Aluminum	1.00%	\$1,105.00	\$11.05
Tin	2.10%	\$88.00	\$1.85
Trash	1.30%	(\$135.00)	(\$1.76)
Total - Average Market Value	100.0%		\$99.36³
Less:		Processing Fee	(\$84.56)
		Net Payment/(Charge)	\$14.80

¹Grade Sales Price/Ton shown in Pricing and Yield Matrix shown for illustrative purposes only. Values fluctuate monthly.

²Actual percent for first year of contract. Updated annually each year thereafter.

³Decimal rounding



16810 SE 120th Avenue
 CLACKAMAS, OR 97015
 971-204-7303

Accounts Receivable: AR@pioneerrs.com
 Accounts Payable: AP@pioneerrs.com

INVOICE # 14666
 DATE 03/31/2016

ACCOUNT # 505082
EXAMPLE ONLY
 AMOUNT DUE: \$ 2,736.43

CITY OF OLYMPIA - AR
 PO BOX 1967
 OLYMPIA, WA 98507-1967

INVOICE EXAMPLE

Invoice Date	03/31/2016
Due Date	04/30/2016

DATE	TICKET NO.	GRADE DESCRIPTION	TONS	AMT/Per TON	TOTAL
03/31/16	MARCH 2016	HAULER TIP FEE	1.00	2,736.43	2,736.43
				Current Charges:	2,736.43
				Taxes:	0.00
				Invoice Total:	2,736.43

ACH and Wires:
 FOB: Pioneer Recycling Services, LLC.
 Bank: Union Bank
 Bank Addr: 1980 Saturn St. Monterey Park, CA. 91755
 ABA: 123000068 Account #: 0021289061
 Swift: Bofcus33mp (International wires)

Pioneer Tacoma

Make checks payable to:
 Pioneer Recycling Services, LLC.
 16810 SE 120th Avenue CLACKAMAS, OR 97015



Pioneer

RECYCLING SERVICES

Pioneer Recycling Services
16810 SE 120th Ave.
Clackamas, Oregon 97015

PURCHASE ORDER

Vendor

Name City of Olympia
Address _____
City _____ St _____ ZIP _____
Phone _____

Ship To

Name Pioneer Recycling Services, LLC
Address 4109 192nd Street E
City Tacoma St WA ZIP 98446
Phone _____

Qty	Units	Description	Unit Price	TOTAL
	Tons	ResMix Delivered to Tacoma	\$1.79	
Thank you. We appreciate your business. Payment Terms are Net 30				
Shipping Date Apr-16			SubTotal	
			Shipping & Handling	
#REF!				
TOTAL				

Approval

Contact Dave Claugus
Phone 916-205-3136

Notes/Remarks

Exhibit D
STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

Pioneer Recycling affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract

Rene Clungro
(Signature)

1-31-17
(Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

**Exhibit E
EQUAL BENEFITS COMPLIANCE DECLARATION**

Contractors on City contracts estimated to cost \$50,000 or more shall comply with the City of Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Contractor listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Contractor.

Pioneer Recycling Services
Contractor Name

Paul Claugus
Signature

1-31-17
Date

Paul Claugus
Name (please print)

Vice-President
Title

Exhibit F
DEFINITIONS

Commingled: means any combination of mixed recyclables collected together in a bin or cart, and/or delivered to the processor in a commingled or mixed state.

Contamination: describes materials, typically trash and other non-recyclables found in the recyclable material stream that do not belong.

Contingency: means a backup recycle processor that can sort the City's recyclables if the processing facility located at 4109 192nd Street E, Tacoma, Washington, is unable to due to labor strike or natural disaster.

Cycle Time: is the elapsed time from scale weigh in to scale weigh out at the recycle processing facility.

Program Material: materials are those recyclables accepted by the Contractor for processing.

Non-program: are those materials that the Contractor does not want, due to numerous factors, such as impossibility to sort from other materials, higher than average cost to sort, or low to no market value.

Market Value: is the financial value of recyclable material.

Payload: is the amount of recyclable material, measured in pounds and tons, which are delivered to the Contractor for processing.

Processing Cost: is the fee charged by the recycle processing facility to receive, sort, prepare, market, and ship recyclable materials.

Processor: is a company that sorts the recyclable material by commodity type, and prepares and ships material to end user markets.

Recyclables/Recycle: refers to materials that can be made into new products and materials. More specifically for this agreement, recyclables mean mixed waste paper, cardboard, newspaper, clean pizza boxes, some poly-coated paper, such as frozen food boxes, gable top cartons, aseptic cartons, tin cans, aluminum cans, glass bottles and jars, plastic bottles, jugs, dairy tubs, flower pots, and buckets.

Recycling: means transforming or remanufacturing waste materials into usable or marketable materials for use other than incineration or energy recovery, or other methods of disposal.

Recycle Processing Facility, Processing Facility, or Processor: means the processing facility owned and operated by Pioneer Recycling Services located at 4109 192nd Street E, Tacoma, Washington.

Residuals: means recyclables and non-recyclables too small to be effectively recovered in the recycle sorting process by manual and/or mechanical methods.

ResMix: means commingled recyclables typically collected from residential customers.

Source Separated: refers to recyclable materials that have been collected separately from all other recyclables.

Tare Weight: is the unloaded, or empty weight of a collection truck, or truck and trailer combination used to transport recyclables to the Contractor.

Trash: means materials that cannot be recycled because they are either non-recyclable, or recyclable but too small to effectively separate from other materials and must be disposed in a landfill.

Yield: means the amount of specific groups of recyclable materials, often referenced as a percentage of the whole.



July 9, 2016

Mr. Ron Jones
1401 Eastside Street SE
Olympia, WA 98051

Ron,

This letter shall serve as notice that Pioneer Recycling Services, LLC. has made formal arrangements with Waste Management of Tacoma to serve as a back-up processing facility for your comingled recyclables should Pioneer be unable to process your material for any reason.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Claugus', written in a cursive style.

Dave Claugus
Vice President



City Council

Approval of Agreed Order with the Washington State Department of Ecology for Former West Olympia Landfill Site

Agenda Date: 3/7/2017
Agenda Item Number: 4.D
File Number: 17-0238

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

Title

Approval of Agreed Order with the Washington State Department of Ecology for Former West Olympia Landfill Site

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to authorize the City Manager to sign the Agreed Order between the City of Olympia and the Washington State Department of Ecology for cleanup of the former West Olympia Landfill Site.

Report

Issue:

Whether to authorize the signing of an Agreed Order for cleanup of the former West Olympia Landfill Site.

Staff Contact:

Jay Burney, Assistant City Manager, Executive Department, 360.753.8740

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The former West Olympia Landfill is an approximately 12-acre site adjacent to Haggan on the west side. The site was formerly used as a landfill from the mid-1940's until around 1968. The City has been performing environmental monitoring and analysis on the site since 1984.

In 2013, the City received assistance through the Environmental Protection Agency's (EPA) Targeted Brownfields Assessment Program to perform Remedial Investigation (RI) and an initial Feasibility Study (FS) analysis of the site. The RI work involves characterizing the extent and nature of contamination (soil borings, groundwater monitoring, soil vapor sampling), and the FS work evaluates potential cleanup options.

As we finish up the RI/FS work with the EPA's contractor, we are at a point where we need to get a formal review and approval of that work so that we can move forward with cleaning up the site. In order for that to happen, we need to be under a formal clean-up program with Ecology. The two options available are through the Voluntary Cleanup Program (VCP) or an Agreed Order. Ecology is extremely understaffed in the VCP program and it could take years for us to get feedback under that program, so Ecology is recommending the Agreed Order program, which staff concurs with. In working with Ecology we have decided to split our work into two separate Agreed Orders. The first will be for the RI/FS work, and the second Agreed Order will be for the Clean-Up Plan. The Agreed Order in front of Council for approval is for the RI/FS work.

By signing on to an Agreed Order, it allows us to move forward with Ecology review and ultimately approval of our RI/FS so that we can get to the next step, which is the development of a Clean-Up Plan. Signing the Agreed Order commits and binds the City to complete the RI/FS work and subsequently the Clean-Up of the site, which will occur on a follow-up Agreed Order. We will most likely need to spend an additional \$25-\$30k above the grant to format and complete the RI/FS and pay for Ecology review and comment. Ultimately, getting Ecology approval on the RI/FS and subsequent Clean-Up Plan allows us to market the property to developers with certainty as to what will be required for clean-up.

The funding need for the eventual clean-up will not be known until we finish the RI/FS work and get an approved Cleanup Plan from Ecology. Our preferred option will be to cap the site, vent for gasses, and commit to long-term monitoring. Under this scenario, a development partner could possibly do the majority of this work. In addition, the City is working with a consultant to investigate historical insurance policies as a source of funding for either recouping cleanup costs or to assign coverage to a future development partner.

Neighborhood/Community Interests (if known):

Cleanup and development of the former landfill site will eliminate the possibility for further contamination of surrounding properties and provide an economic development opportunity in West Olympia.

Options:

1. Authorize the City Manager to sign the Agreed Order between the City of Olympia and the Washington State Department of Ecology for cleanup of the former West Olympia Landfill Site.
2. Do not authorize the City Manager to sign the Agreed Order between the City of Olympia and the Washington State Department of Ecology for cleanup of the former West Olympia Landfill Site and provide staff with guidance moving forward.
3. Authorize the City Manager to sign the Agreed Order between the City of Olympia and the Washington State Department of Ecology for cleanup of the former West Olympia Landfill Site with modifications requested by Council.

Financial Impact:

Funding is available in the Economic Development CFP Project Fund for completion of the RI/FS work, and additional work that maybe required by Ecology. This work is estimated at \$25,000-

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

\$30,000. Costs and funding for cleanup work will be determined once a Cleanup Plan is approved by Ecology.

Attachments:

Agreed Order

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

The City of Olympia
(Former West Olympia Landfill)

AGREED ORDER

No. DE 13797

TO: The City of Olympia
City Hall
601 4th Avenue East
Olympia, Washington 98501

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EXHIBIT A	Site Diagram
EXHIBIT B	Permit and Substantive Requirements

I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and The City of Olympia (the City) under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires the City to produce a remedial investigation/feasibility study (RI/FS) report. Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Agreed Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such party to comply with this Order. The City agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter the City's responsibility under this Order. The City shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in RCW 70.105D and WAC 173-340 shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as Former West Olympia Landfill and is generally located at 1305 Cooper Point Road SW, Olympia, Washington 98502. The Site is defined by the extent of contamination caused by the release of hazardous substances at the Site. Based upon factors currently known to Ecology, the Site is generally described in the Site Diagram (Exhibit A). The Site constitutes a facility under RCW 70.105D.020(8).

B. Parties: Refers to the State of Washington, Department of Ecology and the City of Olympia.

C. Potentially Liable Person (PLP): Refers to the City of Olympia (the City).

D. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order. The terms “Agreed Order” or “Order” shall include all exhibits to this Order.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by the City:

A. The City of Olympia is the current owner of the Former West Olympia Landfill located at 1305 Cooper Point Road SW Olympia, Washington 98502 (property). This property was used as a municipal landfill by the City of Olympia from the mid-1940s to about 1968. Total property area is 12.33 acres. Refuse was burned and buried at the subject property. The site is currently vacant.

B. This site was evaluated under Washington Ranking System (WARM) and was assigned rank 4 (with 1 being the highest priority and 5 being the lowest priority).

C. Previous property investigations began in 1984 to characterize the extent of refuse, soil, soil-gas and groundwater contamination. The list of investigation reports includes the following:

Dames and Moore, September 1984. *Report of Geotechnical Services City of Olympia Landfill Olympia, Washington*. Consultant report prepared for City of Olympia.

Hart Crowser, June 1986. *On-Site Review and Testing 27-Acre Site Black Lake Blvd. and Cooper Point Road Olympia, Washington*. Consultant report prepared for Planmark, Inc.

Hart Crowser, June 1987. *Groundwater and Methane Evaluations 27-Acre Site Black Lake Blvd. and Cooper Road Olympia, Washington*. Consultant report prepared for Briar Development.

Parametrix, Inc., June 1992. *Analytical Results West Olympia Landfill Test Pit Samples*. Consultant letter report prepared for Owens, Davies, and Mackie.

U.S. Geological Survey, 1999. *Conceptual Model and Numerical Simulation of the Groundwater-Flow System in the Unconsolidated Sediments of Thurston County, Washington*. USGS, Department of Interior, in cooperation with the Thurston County Health Department. Report 99-4165.

Landau Associates. December 2000. *Environmental Investigations Proposed Home Depot Store Olympia, Washington*. Consultant report prepared for Home Depot U.S.A., Inc.

Zipper Zeman Associates, August 2003 *Groundwater Monitoring and Sampling, Former Olympia Landfill, Black Lake Boulevard, Olympia, Washington*. Consultant letter Report.

Landau Associates. October 2004. *Summary of Hydrogeologic Conditions West Olympia Landfill Property Olympia, Washington*. Consultant letter report to Southridge Properties, LLC.

Landau Associates. October 2005. *Drilling, Deep Well Installation, and Groundwater Sampling Activities West Olympia Landfill Property Olympia, Washington*. Consultant letter report to Southridge Properties, LLC.

Pacific Groundwater Group, Technical Memorandum, December 8, 2006, West Olympia Landfill Groundwater Investigation.

Ecology and Environment, Inc. August 13, 2013, Proposed Sampling Approach to Groundwater and Soil Gas.

Ecology and Environment, Inc. January 15, 2016, Trichloroethene (TCE) Concentration in Groundwater.

The following were learned from these investigations:

- a. As part of these investigations, approximately 67 test pits were dug, 26 borings were drilled, nine gas probes were installed, and 13 monitoring wells were installed throughout the site. Samples of waste material, soil, soil gas, and ground water were collected and tested as part of the previous investigations.
- b. Sample results from waste material and soil collected from test pits indicate the presence of eight metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver), eleven polynuclear aromatic hydrocarbons (PAHs) (naphthalene, 2-methylnaphthalene, phenanthrene, fluoranthene, pyrene, chrysene, benzo(a)anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(a)pyrene, and benzo(g,h,i)perylene), four polychlorinated biphenyl (PCBs) (Aroclor 1242, Aroclor 1248, Aroclor 1254, and Aroclor 1260), two pesticides

(dichlorodiphenyldichloroethylene [4,4'-DDE] and dichlorodiphenyldichloroethane [4,4'-DDD]), motor oil and diesel-range hydrocarbons, and four volatile organic compounds (VOCs) (acetone, tetrachloroethene [PCE], toluene, and styrene).

Ground water samples collected from on-site monitoring wells completed in the shallow aquifer have detected ten metals (arsenic, barium, cadmium, chromium, lead, manganese, mercury, silver, iron and zinc), four VOCs (cis-1,2 dichloroethene, methylene chloride, naphthalene, and trichloroethene [TCE]), five semivolatile organic compounds (SVOCs) (2-methylnaphthalene, bis(2-ethylhexyl)phthalate, fluorene, pentachlorophenol, and phenanthrene), and PCBs.

TCE in groundwater is the only hazardous substance detected at the site in concentrations that exceed MTCA cleanup levels for unrestricted use. TCE has been detected in groundwater at concentrations greater than Washington State Department of Ecology (Ecology) Model Toxics Cleanup Act (MTCA) cleanup level of 5 µg/l in two monitoring wells located on the northwestern site boundary, which are completed within the shallow aquifer. Attempts have been made to install additional monitoring wells in the neighboring properties to determine the extent of groundwater contamination but access was never allowed by the property owners.

In addition, there are three shallow down-gradient wells, between approximately 1250 feet – 2500 feet north and northwest of the landfill boundary. One well, approximately 1500 feet north of the landfill boundary, showed TCE concentrations of 2.6 µg/l, 2.8 µg/l, 4.5 µg/l and 6.1 µg/l in March, June, September and December 2015, respectively. Two wells located northwest and outside of the landfill boundary have not shown detections of TCE.

One on-site well, also in the northwestern corner of the site is completed within the deeper aquifer. Sample results from this deeper well have detected the presence of one SVOC (bis(2-ethylhexyl)phthalate) and four metals (cadmium, manganese, mercury, and zinc).

Low levels of methane gas have been detected in test pits. Additional soil-gas surveys have shown detections of TCE, PCE, 1,3-butadiene, benzene, and hexane.

- c. The landfill is within the 10-year time-of-travel capture zone for the City's Allison Springs wellhead protection area (delineated in 2008) and according to the well monitoring results, there is no impact from the landfill on the City's water supply wells.

VI. ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by the City.

- A. The City of Olympia is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).
- B. Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70.105D.020(32) and (13), respectively, has occurred at the Site.
- C. Based upon credible evidence, Ecology issued a final PLP determination letter to the City dated September 13, 2016, pursuant to RCW 70.105D.040, .020(26), and WAC 173-340-500.
- D. Pursuant to RCW 70.105D.030(1) and .050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.
- E. Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, remedial investigation/feasibility study, or design of a cleanup action plan. Either party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, the Parties will follow the process in Section VIII.J. If the Parties are not in agreement, Ecology reserves its authority to require

interim action(s) under a separate order or other enforcement action under RCW 70.105D, or to undertake the interim action itself.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the City take the following remedial actions at the Site and that these actions be conducted in accordance with WAC 173-340 unless otherwise specifically provided for herein:

- A. Submit agency review draft remedial investigation/feasibility (RI/FS) study within 120 days after effective date of this AO. Ecology expects the RI/FS would include a summary of the data from 1984-2016. After review of 1984-2016 data, it may be determined that there are data gaps.
- B. If it is determined that there are data gaps, then a data gaps work plan will be prepared and submitted within 60 days of notice from Ecology requesting data gap work plan.
- C. Implement the data gaps work plan within 60 days of receipt of Ecology's approval.
- D. Incorporate data gap study results into agency review draft RI/FS and submit to Ecology for review/comment and/or approval within 120 days after completing implementation of the data gap work plan.
- E. The City will provide Ecology with a progress report every 60 days during implementation of RI/FS work.
- F. All plans or other deliverables submitted by the City for Ecology's review and approval under the schedule shall, upon Ecology's approval, become integral and enforceable parts of this Order.
- G. If the Parties agree on an interim action under Section VI.E, the City shall prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by mutual agreement of the parties. Ecology will provide public notice and opportunity to comment on the Interim

Action Work Plan in accordance with WAC 173-340-600(16). The PLP shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and the City is required to conduct the interim action in accordance with the approved Interim Action Work Plan.

- H. If Ecology determines that the City has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to the City, perform any or all portions of the remedial action or at Ecology's discretion allow the City opportunity to correct. The City shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).
- I. Except where necessary to abate an emergency situation, the City shall not perform any remedial actions at the Site outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

VIII. TERMS AND CONDITIONS

A. Remedial Action Costs

The City shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70.105D, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Ecology has accumulated \$4,393.20 in remedial action costs related to this Site as of September 30th, 2016. Payment for this amount shall be submitted within thirty (30) days of the effective date of this Order. For all costs incurred subsequent to September 30th,

2016, the City shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70.105D.055, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

B. Designated Project Coordinators

The project coordinator for Ecology is:

Mohsen Kourehdar, P.E.
Department of Ecology
Southwest Regional Office
PO Box 47775
Olympia, WA 98504-7775
(360) 407-6256

The project coordinator for the City is:

Donna Buxton, LHG
Olympia City Hall
601 4th Avenue East
Olympia, WA 98501
(360) 753-8793

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and the City, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

C. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

The City shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

D. Access

Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that the City either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the City's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to

Ecology by the City. The City shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the City where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by the City unless an emergency prevents such notice. All persons who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

E. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, the City shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, the City shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by the City pursuant to implementation of this Order. The City shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow the City and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.D (Access), Ecology shall notify the City seven (7) days in advance of any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

F. Public Participation

Ecology shall maintain the responsibility for public participation at the Site. However, the City shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing lists and prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

2. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before major meetings with the interested public and local governments. Likewise, Ecology shall notify the City prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by the City that do not receive prior Ecology approval, the City shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

4. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

- a. Timberland Public Library
313 8th Avenue SE
Olympia, WA 98501
(360) 352-0595
- b. Ecology's Southwest Regional Office
300 Desmond Drive
Lacey, WA 98503-1274

(360) 407-6300

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site shall be maintained in the repository at Ecology's Southwest Regional Office in Lacey, Washington.

G. Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of work performed pursuant to this Order, the City shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, the City shall make all records available to Ecology and allow access for review within a reasonable time.

Nothing in this Order is intended to waive any right the City may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If the City withholds any requested records based on an assertion of privilege, the City shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged.

H. Resolution of Disputes

1. In the event that the City elects to invoke dispute resolution the City must utilize the procedure set forth below.

a. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), the City has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute ("Informal Dispute Notice").

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The parties shall informally confer for up to fourteen (14)

calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those 14 calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision ("Informal Dispute Decision") stating: the nature of the dispute; the City's position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

c. The City may then request regional management review of the dispute. This request ("Formal Dispute Notice") must be submitted in writing to the Southwest Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

d. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute ("Decision on Dispute") within thirty (30) calendar days of receipt of the Formal Dispute Notice. The Decision on Dispute shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

4. In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section VII.E (Work to be Performed) or initiating enforcement under Section X (Enforcement).

I. Extension of Schedule

1. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension.

All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended;
- b. The length of the extension sought;
- c. The reason(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on the City to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

- a. Circumstances beyond the reasonable control and despite the due diligence of the City including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by the City;
- b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or
- c. Endangerment as described in Section VIII.K (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of the City.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give the City written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is

a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII.J (Amendment of Order) when a schedule extension is granted.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of:

- a. Delays in the issuance of a necessary permit which was applied for in a timely manner;
- b. Other circumstances deemed exceptional or extraordinary by Ecology; or
- c. Endangerment as described in Section VIII.K (Endangerment).

J. Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section VIII.L (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and the City. The City shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request for amendment is received. If the amendment to this Order represents a substantial change, Ecology will provide public notice and opportunity to comment. Reasons for the disapproval of a proposed amendment to this Order shall be stated in writing. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.H (Resolution of Disputes).

K. Endangerment

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct the City to cease such activities for such period of time

as it deems necessary to abate the danger. The City shall immediately comply with such direction.

In the event the City determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, the City may cease such activities. The City shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, the City shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with the City's cessation of activities, it may direct the City to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, the City's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII.I (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

L. Reservation of Rights

This Order is not a settlement under RCW 70.105D. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against the City to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against the City regarding remedial actions required by this Order, provided the City complies with this Order.

Ecology nevertheless reserves its rights under RCW 70.105D, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions.

Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, the City does not admit to any liability for the Site. Although the City is committing to conducting the work required by this Order under the terms of this Order, the City expressly reserves all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

M. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by the City without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to the City's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, the City shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, the City shall notify Ecology of said transfer. Upon transfer of any interest, the City shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

N. Compliance with Applicable Laws

1. All actions carried out by the City pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70.105D.090. The permits or specific federal, state, or local requirements that the agency has determined are applicable and that are known at the time of the execution of this Order have been identified in Exhibit B.

2. Pursuant to RCW 70.105D.090(1), the City is exempt from the procedural requirements of RCW 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, the City shall comply with the

substantive requirements of such permits or approvals. The exempt permits or approvals and the applicable substantive requirements of those permits or approvals, as they are known at the time of the execution of this Order, have been identified in Exhibit B.

The City has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or the City determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or the City shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, the City shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by the City and on how the City must meet those requirements. Ecology shall inform the City in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The City shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

3. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and the City shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

O. Indemnification

The City agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to

persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of the City, its officers, employees, agents, or contractors in entering into and implementing this Order. However, the City shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon the City's receipt of written notification from Ecology that the City has completed the remedial activity required by this Order, as amended by any modifications, and that the City has complied with all other provisions of this Agreed Order.

X. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

A. The Attorney General may bring an action to enforce this Order in a state or federal court.

B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

C. A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

1. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.

2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board.

This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: _____

The City of Olympia

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Steve Hall
City Manager
601 4th Avenue East
Olympia, Washington
(360) 753-8447

Rebecca S. Lawson, P.E., L.H.G.
Section Manager
Toxics Cleanup Program
Southwest Regional Office
(360) 407-6241

Exhibit A

Site Diagram and Monitoring Wells Locations

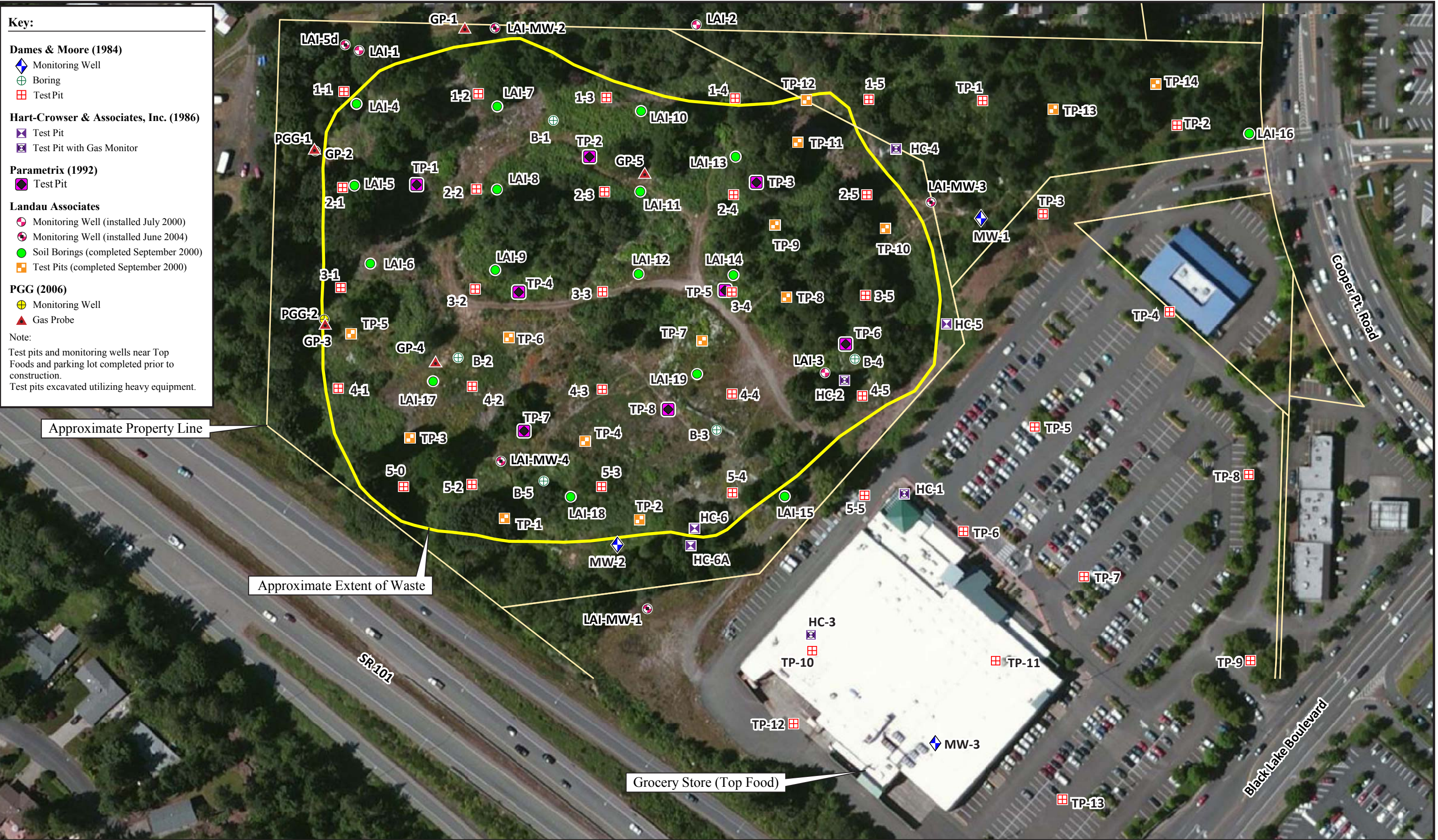


Exhibit B

Permits and Substantive Requirements

Laws and regulations addressing permits or federal, state, or local requirements that Ecology believes may be applicable at the time of entry of this AO are listed below. This list may not include all pertinent laws and regulations. Work performed shall be in accordance with the substantive requirements of any applicable law or regulation.

Substantive Requirements Associated with this Action:

1. Chapter 70.105D RCW (Model Toxics Control Act), and Chapter 173-340 WAC (MTCA Regulations).
 - Implement this Agreed Order:
Chapter 70.105 RCW (Washington State Hazardous Waste Management Act),
and Chapter 173-303 WAC (State Dangerous Waste Regulations).
2. Chapter 173-160 RCW (Minimum Standards for Construction and Maintenance of Wells).
 - Records documenting well destructions and installations will be submitted by a licensed contractor.
3. Washington Industrial Safety and Health Act (WISHA).
 - Contractor will develop a written Health and Safety Plan (HASP) if data gaps are identified that require field work.



City Council

Approval of Bid Award for Log Cabin Road Reservoir

Agenda Date: 3/7/2017
Agenda Item Number: 6.A
File Number: 17-0182

Type: decision **Version:** 1 **Status:** Other Business

Title

Approval of Bid Award for Log Cabin Road Reservoir

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to T Bailey Inc., in the amount of \$7,298,722.88 and authorize the City Manager to execute the contract.

Report

Issue:

Whether to award the construction contract for the Log Cabin Road Reservoir to T Bailey Inc.

Staff Contact:

Tim Richardson, P.E., Project Manager, Public Works Engineering, 360.753.8749

Presenter(s):

Andy Haub, Water Resources Director, 360.753.8475

Tim Richardson, P.E., Engineering Project Manager, 360.753.8749

Background and Analysis:

The Log Cabin Road Reservoir is a key component of Olympia's drinking water system. Planning for the project began more than 12 years ago as part of the City's 2004 Water System Plan. With City Council support, construction will begin this spring.

A new reservoir will provide needed water storage for Olympia's eastside. Additional storage will provide for current fire suppression needs. The additional storage will also provide water reserves during emergencies and power outages. For these reasons, the reservoir is a mandate from the Washington Department of Health.

The reservoir can support future growth for more than 20 years. Once the new reservoir is operational, much-needed repairs at the nearby Hoffman Reservoir can begin. In time, both

reservoirs will reliably serve east Olympia.

The Drinking Water Utility owns the parcel of land, within LBA woods, where the new reservoir will be located. The project includes constructing the reservoir and its associated pipeline to Morse-Merryman Road, near LBA Park. The reservoir will be 140 feet tall and 80 feet in diameter with a capacity of 5.2 million gallons of water.

The project design incorporated community input. Neighborhood suggestions resulted in a more refined construction footprint, reduced environmental impacts, and better long-term public use of the surrounding area.

If supported, construction will begin in April and end by spring 2018.

Neighborhood/Community Interests:

Construction activity will not typically affect traffic flow on Morse-Merryman Road. Occasionally, equipment will access to and from the site. Homes are fairly distant from the construction site.

Staff will inform citizens of project construction and impacts to traffic or service. We will use post cards, newsletters, Twitter, and the Construction News webpage to communicate with citizens.

Options:

1. Approve award of the construction contract to T Bailey Inc., in the amount of \$7,298,722.88 and authorize the City Manager to execute the contract.

The project proceeds as planned.

2. Do not approve award of the construction contract, reject all bids, and request staff to rebid the project.

Delaying the project will impact the low interest loan from the Environmental Protection Agency. A delay could create higher costs and will require additional staff time.

Financial Impact:

The project is in the City's Capital Facilities Plan with funding by the Drinking Water Utility. The U.S. Environmental Protection Agency (EPA) provides financing through the Washington Drinking Water State Revolving Fund (DWSRF) program. The low-interest loan allows for land acquisition, design, and construction. The loan repayment period is 20 years.

Over the past two years, Drinking Water Utility rates have increased by 6% to prepare for the annual loan payments. The 2018 utility budget will include a request for an additional 2% rate increase to cover the entire loan repayment cost.

The low bid of \$7,298,722.88 is 9% below the Engineer's estimate. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 7,298,722.88
Contingency to Award (10%):	\$ 729,872.29
Engineering: Design, Inspection, Consultants, Fees, Permits	\$ 2,058,650.00
Reservoir Land Acquisition	\$ 805,200.61
Total Estimated Project Cost:	\$ 10,892,445.78
Available Project Funding:	\$ 12,613,305.92

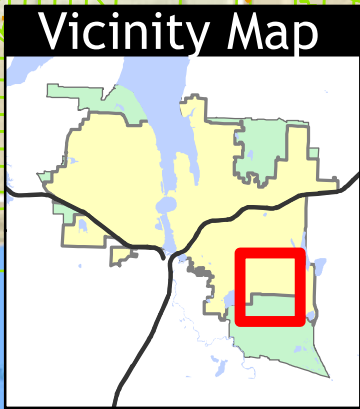
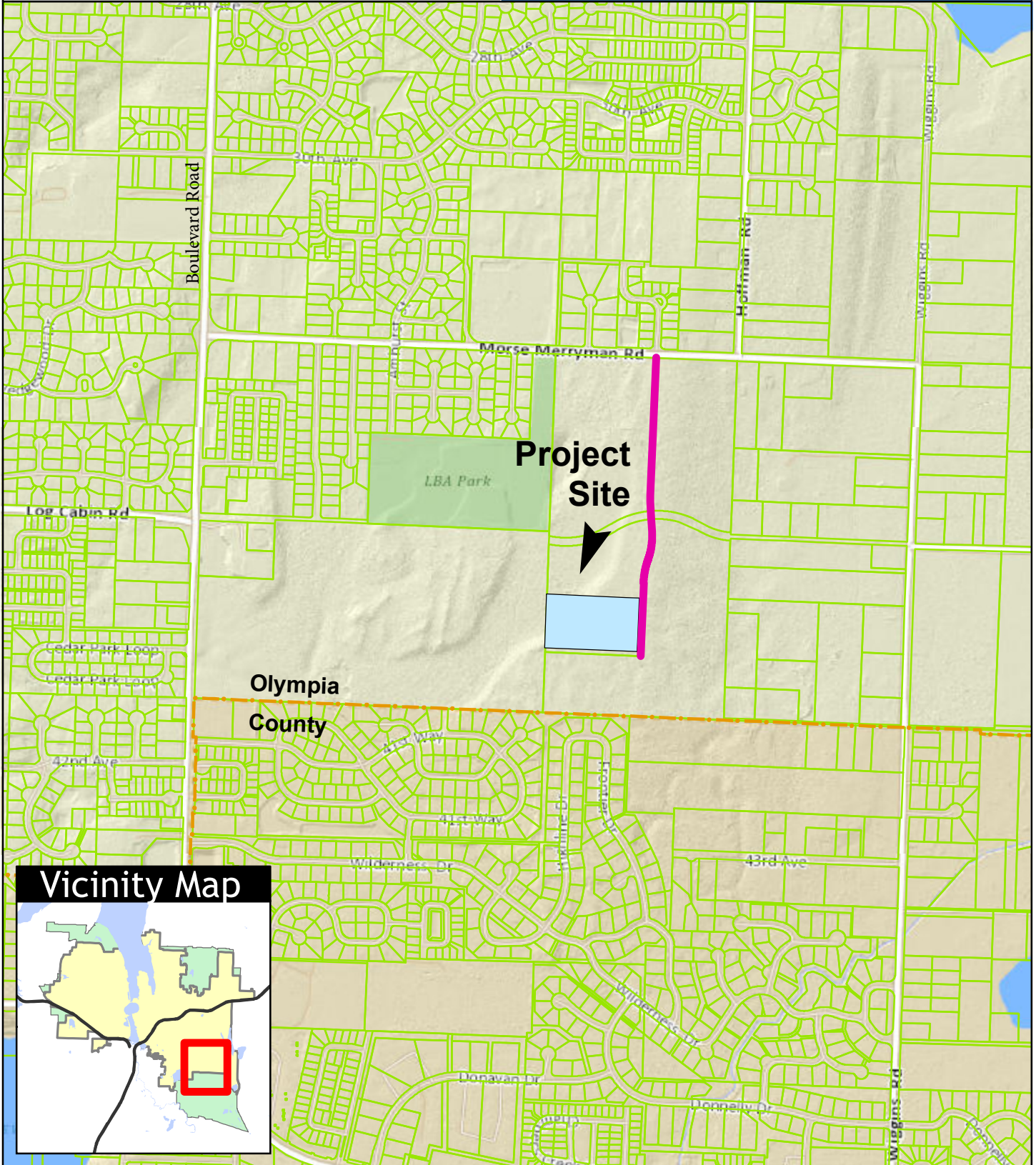
Attachments:

Summary of Bids

Vicinity Map

Log Cabin Road Reservoir




City of Olympia | Capital of Washington State



0 500 1,000 Feet 1 inch = 1,000 feet

Map printed 2/23/2017
For more information, please contact:
rdougher@ci.olympia.wa.us
(360) 753-8485

Legend

-  Reservoir Site
-  Access Road
-  Olympia City Limits

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted herein are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of a Charter for an Ad Hoc Committee on Housing Affordability

Agenda Date: 3/7/2017
Agenda Item Number: 6.B
File Number: 17-0246

Type: decision **Version:** 1 **Status:** Other Business

Title

Approval of a Charter for an Ad Hoc Committee on Housing Affordability

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Charter for an Ad Hoc Committee on Housing Affordability.

Report

Issue:

Whether to approve a Charter for an Ad Hoc Committee on Housing Affordability.

Staff Contact:

Keith Stahley, Director Community Planning and Development Department 360.753.8227

Presenter(s):

Keith Stahley, Director Community Planning and Development Department

Background and Analysis:

At the City Council's January 13, 2017 Retreat the council discussed the need for an Ad Hoc Committee on Housing Affordability.

The Ad Hoc Committee on Housing Affordability's initial major focus areas will consist of:

- 1. Examine Housing Funding Options** - Coordinate and confer with Thurston County, other jurisdictions, local housing providers, service providers and interest groups to examine the need for affordable housing and homeless facilities and services and the potential scope, scale, timing and approach to funding options.
- 2. Explore Partnerships Options** - Explore ways to enhance coordination, cooperation and commitment to regional approaches and strategic thinking to addressing the needs and impacts of homelessness and housing affordability.
- 3. Consider Public Engagement Options** - Consider measures to inform, consult, educate and

involve the community in discussions about the impacts and needs related to homelessness and housing affordability.

- 4. Review Tools** - Review the financial and regulatory tools available to the City to influence housing affordability and homelessness. Develop strategic options for their deployment based on the realities of local housing market.

A complete work plan is attached and will be reviewed by the Committee at their first meeting and forwarded to City Council for review and approval.

Neighborhood/Community Interests (if known):

Housing and homelessness affect the entire city.

Options:

1. Approve the Ad Hoc Committee on Housing Affordability Charter
2. Do not approve the Ad Hoc Committee on Housing Affordability Charter
3. Refer the Charter to Council Committee for additional review.

Financial Impact:

The Ad Hoc Committee on Housing Affordability will be supported by existing staff and resources through July of 2017. This effort may require reordering staff work plans to accommodate this new and significant effort. Additional staff support will require additional resources.

Attachments:

Proposed Charter
Proposed Work Plan

Charter
Ad Hoc Committee on Housing Affordability (AHCOHA)
February 26, 2017

Chartering Authority: City Council.

Introduction and Background: At the City Council's January 13, 2017 Retreat, the City Council discussed formation of an Ad Hoc Committee on Housing Affordability, at its February 14, 2017 meeting the City Council referred this matter to a meeting of the Chairs of the Land Use and Environment, Finance and General Government Committees for further consideration. This meeting was held on February 21, 2017 and the chairs discussed the structure, purpose and work plan of an Ad Hoc Committee on Housing Affordability as reflected below.

The growing urgency and impact of homelessness and the effect of cost burdened households is evident throughout Thurston County. The recently opened Warming Center is seeing over 200 people per day pass through its doors. According to the survey of Downtown business owners done by the Thurston Economic Development Council, as a precursor to the Downtown Strategy, the impacts of homelessness on downtown businesses is one of their primary concerns. According to the United Way of Thurston County's ALICE Report over 35% of Thurston County residents and 41% of Olympia's residents struggle to afford basic necessities. The necessities include: housing, food, child care, health care and transportation.

The Office of the Superintendent of Public Instruction reports that countywide 1,526 students were identified as homeless in the 2014-2015 schoolyear up from 889 in 2009-2010 - a 71% increase. School age homelessness continues to impact our region with over 444 students being identified as homeless in the Olympia School District and 754 in the North Thurston School District. Of the 1,526 students identified as homeless in 2014-2015, 85 were identified as unsheltered.

Housing affordability and homelessness are important regional issues and require a regional approach. Thurston County has approximately \$3.2 million per year from a variety of federal, state and local sources to allocate for affordable housing. The City of Olympia has approximately \$400,000 per year in federal Community Development Block Grant funds that could be used to address housing affordability and homelessness. In addition to its CDBG resources it has also used its staff time, land and buildings to actively support services and facilities in such ventures as LIHI's Billy Frank Jr. Place and Family Support Center's Pear Blossom Place.

Olympia's Downtown is visibly and significantly impacted by homelessness and will need the support and cooperation of Thurston County, the Cities of Lacey

and Tumwater and the local housing and homelessness service providers to begin to have a positive impact on this situation. Concerns about homelessness and its impacts on downtown have been consistently raised throughout the Downtown Strategy process.

Olympia is home to many of the region's most vulnerable homeless citizens. The lives of these individuals are threatened by a lack of a targeted and adequately funded response. These individuals have significant impacts on City and regional services as well as collateral impacts on downtown businesses and property. A solution to this dilemma is needed.

Affordable housing, workforce housing, transitional housing, permanent supportive housing, emergency shelter, and day center are all part of the full spectrum of affordable housing and services needed in our region to respond to and prevent homelessness and its impacts. Resources are limited for these services and facilities while the need for these services is high so resources must be allocated to have the maximum benefit and in a highly coordinated and strategic manner. It is also critical to support and incentivize the private and non-profit housing market to provide housing units that are affordable to people with low to moderate incomes (ie. below Thurston County median income). This should be accomplished by preserving and rehabilitating existing housing units as well as construction new units.

Homelessness and housing affordability are regional issues and must be addressed at a regional level both from a policy and operational perspective. Facilities and services should be sited in a manner that allows for effective access and utilization by targeted populations while minimizing the impacts to the surrounding properties, businesses, residences and neighborhoods. Services and facilities should be distributed throughout the region.

The City's Comprehensive Plan provides guidance and support for these initiatives.

Membership: The Ad Hoc Committee on Housing Affordability will consist of the Chairs of the three standing City Council Committees. (Councilmember Roe, Councilmember Hankins and Councilmember Cooper)

The Purpose: Given the disproportionate impact that homeless has on Olympia, the City sees a role for itself in helping to understand and respond to these and other related issues and to help to clearly articulate an Olympia perspective on these issues at a local and regional level. The committee will gather and package information and develop options for City Council's consideration.

The Ad Hoc Housing Committee on Housing Affordability will work with city staff, Thurston County elected and appointed officials, the Cities of Lacey and

Tumwater and the local service providers to develop a greater understanding of the full spectrum of housing affordability issues and to consider policy options for addressing these issues at a local and regional level.

The City has three primary ways to respond to issues related to housing affordability and homeless. These include: 1. Allocation of resources. 2. Regulations and 3. Partnerships. The Ad Hoc Committee should explore all three of these avenues and develop options for City Council further consideration.

The Ad Hoc Committee Housing on Affordable Housing's initial charge will cover:

1. **Examine Housing Funding Options** - Coordinate and confer with Thurston County, other jurisdictions, local housing providers, service providers and interest groups to examine the need for affordable housing and homeless facilities and services and the potential scope, scale, timing and approach to funding options.
2. **Explore Partnerships Options** - Explore ways to enhance coordination, cooperation and commitment to regional approaches and strategic thinking to addressing the needs and impacts of homelessness and housing affordability.
3. **Consider Public Engagement Options** - Consider measures to inform, consult, educate and involve the community in discussions about the impacts and needs related to homelessness and housing affordability.
4. **Review Tools** - Review the financial and regulatory tools available to the City to influence housing affordability and homelessness. Develop strategic options for their deployment based on the realities of local housing market.

A detailed work plan will be approved by City Council in the same manner as the City Council's standing committees.

Operations:

- The Ad Hoc Committee on Housing Affordability will meet every two weeks for no more than 5 months and will publish a meeting schedule. Meetings occurring outside the regular published meeting times shall be considered to be special meetings and shall be noticed.
- Meeting minutes shall be posted in a manner consistent with all other Council Committees.
- A temporary staff liaison shall be appointed by the City Manager and shall provide short-term administrative and technical support to the committee as may reasonably be required until additional staffing can be supported.

- The Chair shall report Committee activity on a regular basis under City Council Reports and shall schedule study sessions as needed to keep Council informed of its work.

Timeline:

- The Ad Hoc Committee on Housing Affordability's regular meeting time will initially be on Friday afternoon March 10, 2017 starting at 3:15. The Committee will meet twice per month as agreed to by the members until the end of July. The status of the committee will be reassessed at that time.

DRAFT

**Ad Hoc COMMITTEE on Housing Affordability 2017 DRAFT WORK PLAN
(Last Updated 0/01/2017)**

1. **Examine Housing Funding Options** - Coordinate and confer with Thurston County, other jurisdictions, local housing providers, service providers and interest groups to examine the need for affordable housing and homeless facilities and services and the potential scope, scale, timing and approach to funding options.
2. **Explore Partnerships Options** - Explore ways to enhance coordination, cooperation and commitment to regional approaches and strategic thinking to addressing the needs and impacts of homelessness and housing affordability.
3. **Consider Public Engagement Options** - Consider measures to inform, consult, educate and involve the community in discussions about the impacts and needs related to homelessness and housing affordability.
4. **Review Tools** - Review the financial and regulatory tools available to the City to influence housing affordability and homelessness. Develop strategic options for their deployment based on the realities of local housing market.

Committee 2017 Work Plan items:

1. Partnership/Funding: Meet with Thurston County to understand the Housing Pipeline and the County's response to housing affordability and homelessness. (March 10th?)
2. Partnership: Meet with Thurston County to understand the draft 10 Year Plan and how it connects to the Housing Pipeline and Olympia's unique challenges in the region. (March 24th)
3. Review Tools/Partnerships: Develop an understanding of the coordinated entry system and the vulnerability index. (April 14th)
4. Review Tools/Funding: Develop an understanding of the relationship between public safety needs and housing affordability and homelessness issues.
5. Review Tools: Consider housing affordability and homelessness responses of Bellingham, Vancouver, Everett, Seattle or other communities that have engaged in coordinated efforts to address housing affordability and homelessness. (April 28th)
6. Background: Review the Downtown Strategy and City Staff work around homelessness and affordable housing. (April 14th)
7. Engagement: Consider options for gathering public input including survey data about various housing affordability and homelessness issues and potential solutions. (April 28th)
8. Engagement: Consider options for educating the general public about the housing affordability and homelessness issues. (April 28th)
9. Background: Understand the existing and needed capacity for homeless support services in Olympia and our region and identify gaps in that system or our information. (March 24th)

10. Review Tools: Understand the full spectrum of housing options, definitions, applications and needs including affordable housing, transitional housing, supportive housing, emergency shelter, and day center and identify gaps in that system or our information. (March 24 th)			
11. Review Tools: Consider the Housing Tool Kit and develop options for implementation. (March 10 th)			
12. Develop a report on options for housing affordability and homelessness response. (June 23 rd , July 14 th)			
13. Review Tools: Review CPD’s “Missing Middle” Planning Process for impacts on housing affordability. (March 10 th , May 12 th)			
Meetings twice per month time and dates to be determined.			
Issue	Staff Responsible	Referred By	Status and Notes
March 10, 2017			
1. Review and Finalize Proposed Work Plan	Keith Stahley	Staff	
2. Meet with Thurston County to review the Housing Pipeline and the regional response to homelessness and housing affordability	Keith Stahley	City Council	Invite Commissioner Blake to the meeting. Status pending.
3. Consider the Housing Tool Kit and develop options for implementation.	Keith Stahley	City Council	Review the tool kit and begin to develop an understanding of how the various tools can be deployed and what steps would be needed to implement them. Begin to consider prioritization.
4. Status Reports and Updates	Keith Stahley	City Council	Planning project, CDBG and development project updates.
March TBD			
1. Meet with Thurston County or HUB to understand the 10 Year Plan and how it connects to the Housing Pipeline and Olympia’s unique challenges in the region.	Keith Stahley	City Council	Invite Commissioner Blake to meeting. Status Pending.
2. Understand the existing and needed capacity for homeless	Keith Stahley	City Council	Review shelter, type capacity and need and determine if there are gaps in

support services in Olympia and our region and identify gaps in that system or our information.			service.
3. Understand the full spectrum of housing options and needs including affordable housing, transitional housing, supportive housing, emergency shelter, and day center and the gaps in this system.	Keith Stahley	City Council	Review housing needs across a range of incomes and determine where gaps exist.
4. Status Reports and Updates	Keith Stahley	City Council	Planning project, CDBG and development project updates.
April TBD			
1. Consider housing affordability and homelessness responses of Bellingham, Vancouver, Everett, Seattle or other communities that have engaged in coordinated efforts to address housing affordability and homelessness.	Keith Stahley	City Council	Hear from one or more of the communities that have recent experience in developing a coordinated response to homelessness and housing affordability.
2. Review the Downtown Strategy and City Staff work around homelessness and affordable housing.	Keith Stahley	City Council	Hear from Amy Buckler, John Owen, Anna Schlecht on their work on housing affordability and homelessness related to the DTS.
3. Review Tools/Partnerships: Develop an understanding of the coordinated entry system and the vulnerability index.			Hear from Sidewalk, CYS, Family Support Center and WA Department of Commerce about coordinated entry
4. Status Reports and Updates	Keith Stahley	City Council	Planning project, CDBG and development project updates.

April TBD			
1. Consider options for educating the general public about the housing affordability and homelessness issues.	Keith Stahley	City Council	Consider outreach and engagement options for developing a public understanding of the status and need.
2. Consider options for gathering public input including survey data about various housing affordability and homelessness issues and potential solutions.	Keith Stahley	City Council	Consider conducting a pole to determine understanding of homelessness and affordable housing issues in our region and measures to respond including additional funding.
3. Develop an understanding of the relationship between public safety needs and housing affordability and homelessness issues.	Keith Stahley, Ronnie Roberts	City Council	Understand county resources including the mobile outreach and triage center and how they are being used and how Olympia might support, expand or provide similar services.
4. Status Reports and Updates	Keith Stahley	City Council	Planning project, CDBG and development project updates.
May TBD			
5. Status Reports and Updates	Keith Stahley	City Council	Planning project, CDBG and development project updates.
1.			
2.			
3.			
City Council Study Session -- May TBD			
June TBD			
1. Status Reports and Updates	Keith Stahley	City Council	Planning project, CDBG and development project updates.
2.			
June TBD			
1. Consider report on options for	Keith Stahley	City Council	Develop a report on the Committee's

housing affordability and homelessness response.			findings for Council’s consideration.
2. Status Reports and Updates	Keith Stahley	City Council	Planning project, CDBG and development project updates.
City Council Study Session -- June/July			
July TBD			
1. Consider a report on options for housing affordability and homelessness response.	Keith Stahley	City Council	Develop a report on the Committee’s findings for Council’s consideration.
2. Status Reports and Updates	Keith Stahley	City Council	Planning project, CDBG and development project updates.
Future			
1. Consider staffing and resource needs to support ongoing efforts for the City to proactively engage in the full spectrum of affordable housing and homelessness service provision.	Keith Stahley	City Council	
2. Consider the scope for development of a housing strategy.	Keith Stahley	City Council	
3. Consider possible criteria for siting homelessness support services.	Keith Stahley	City Council	
4. Consider how to effectively engage regional partners in the housing affordability and homelessness dialogue.	Keith Stahley	City Council	



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Executive Session Pursuant to RCW 42.30.110 (1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

Agenda Date: 3/7/2017
Agenda Item Number: 9.A
File Number: 17-0242

Type: executive session **Version:** 1 **Status:** Executive Session

Title

Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter