

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, February 22, 2022 at 7:00 PM

Agenda

WORK SESSION

- [1.](#) Water Report from Public Works Director Troy Cannon

CALL TO ORDER

AGENDA APPROVAL

2. Agenda for the Regular Meeting of the 2/22/22.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

- [3.](#) Meeting Minutes for 2/8/2022

Recommended Action: Motion to approve 2/8/2022 meeting minutes as presented.

CONSENT CALENDAR

- [4.](#) Consent Calendar consisting of February 9, 2022 through February 22, 2022:

Payroll EFT's in the amount of \$106,734.62

Claims Checks #30411 through #30448 and EFT's in the amount of \$53,156.51

for a grand total of \$159,891.13

Liquor Cannabis License: None

Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

5. HAPI Grant

Washington State Department of Commerce Housing Action Plan Implementation (HAPI) grant to adopt a Housing Action Plan contract- Final Draft for signature.

Recommended Action: Review and motion to approve HAPI grant.

6. Public Works Rental Proposal

Rental Proposal for trailer mounted belt filter press unit. This machine will separate water from solids and will allow us to empty the lagoon at the sewer plant.

Recommended Action: Review and motion to approve Rental Proposal.

7. Amendment 4 CDBG Grant

Recommended Action: Review and motion to approve Amendment 4.

8. Resolution 2022-03

As part of the exchange of property proposal, the City Council needs to declare 1137 Washington Ave E surplus to the City's needs. Attached is a resolution of the Council that does that. Once the resolution is passed, the city is authorized to enter into the Property Exchange Agreement involving that property.

Recommended Action: Review the passage of the attached resolution declaring 1137 Washington Ave E surplus to the city's needs and to authorize the Mayor to sign it.

9.

RESOLUTIONS

10. Resolution 2022-03

A Resolution of the city council of the City of Tenino declaring certain city owned property surplus to the needs of the city.

Recommended Action: Review and motion to approve Resolution 2022-03

ORDINANCES

11. Ordinance 904 Amendment on ARCH Commission

Recommended Action: Review and motion to approve Amended Ordinance 904.

REPORTS

12. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) Experience Olympia & Beyond (VCB)

- 4) Fire District #12
- 5) Library
- 6) Museum
- 7) Tenino Community Service Center

13. 1) ARCH Commission

- 2) Civil Service Commission
- 3) Façade Improvement Grant Review Committee
- 4) Finance Committee
- 5) Planning Commission
- 6) Public Safety Committee

14. 1) Chief of Police

- 2) Director of Public Works
- 3) City Planner
- 4) Code Enforcement/Building Inspector
- 5) City Attorney
- 6) Clerk/Treasurer
- 7) Mayor

15. 1) Bucoda/Tenino Healthy Action Team (BTHAT)

- 2) Community Investment Partnership (CIP)
- 3) Solid Waste Advisory Board
- 4) South Thurston Economic Development Initiative (STEDI)
- 5) TCOMM/911
- 6) Tenino School Board
- 7) Thurston Regional Planning Council (TRPC)
- 8) Transportation Policy Board
- 9) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

1.

File Attachments for Item:

1. Water Report from Public Works Director Troy Cannon

2020 Water Produced VS Sold

	Produced	Sold	Difference
Jan	4,037,657	3,838,945	-198,712
Feb	3,925,171	2,324,537	-1,600,634
Mar	4,368,384	4,192,981	-175,403
Apr	3,924,082	4,165,439	+241,357
May	3,849,143	3,515,652	-333,491
Jun	5,138,622	3,583,653	-1,554,968
Jul	7,465,916	4,315,257	-3,150,659
Aug	8,944,716	6,975,683	-1,969,033
Sep	6,515,063	8,390,241	+1,875,178
Oct	4,276,763	5,800,231	+1,523,468
Nov	3,797,425	4,003,221	+205,796
Dec	3,675,879	3,390,579	-285,300
Total	59,918,821 Gallons	54,496,419 Gallons	

Water Loss 2020 5,422,405 Gallons

Water Loss 2019 9,336,762 Gallons

Difference between 2019 to 2020 water loss 3,914,357 Gallons

2020 VS 2019 Water Usage

	2020	VS	2019	Difference
Jan	3,838,945		3,901,892	-62,947
Feb	2,324,537		3,570,623	-1,246,086
Mar	4,192,981		3,785,845	+407,136
Apr	3,924,082		3,600,154	+323,928
May	3,849,143		6,213,741	-2,364,598
Jun	5,138,622		8,340,001	-3,201,379
Jul	4,315,257		7,791,972	-3,476,715
Aug	6,975,683		7,694,076	-718,391
Sep	8,390,241		5,413,449	+2,976,792
Oct	5,800,231		4,014,114	+1,786,117
Nov	4,003,221		3,453,619	+549,602
Dec	3,390,579		4,180,589	-790,010
Total	54,496,419 Gallons		61,400,108 Gallons	6,311,193 Gallons

2019	2018
61,400,108	66,819,497

2017	2016
90,613,270	72,272,369

2020 Water Produced

	Well #1	Well #2	Total	AGPD
Jan	2,131,437	1,906, 220	4,037,657	130,247
Feb	1,942,901	1,982,270	3,925,171	140,185
Mar	2,262,089	2,106,295	4,368,384	140,916
Apr	2,042,582	1,881,500	3,924,082	130,803
May	2,096,542	1,752,601	3,849,143	124,166
Jun	2,830,923	2,307,699	5,138,622	171,287
Jul	4,249,782	3,216,134	7,465,916	240,836
Aug	5,041,504	3,903,212	8,944,716	288,539
Sep	3,177,028	3,338,035	6,515,063	217,169
Oct	3,604,365	626,398	4,276,763	137,960
Nov	3,170,781	626,644	3,797,425	126,580
Dec	1,984,629	1,691,230	3,675,879	118,577
Total	34,534,563 Gallons	25,384,238 Gallons	59,918,821 Gallons	164,161 Gallons

59,918,821 Gallons produced in 2020

61,400,108 Gallons produced in 2019

1,481,287 Gallons decrease in 2020

5,419,389 Gallons decrease in 2019

2020 Water Loss

Leaks	1,000,000	
Broken/slow meters	1,000,000	
Line Flushing	500,000	
Vactor Truck	75,000	
Contractor use	150,000	
Calcite tanks flushing	100,000	
Sewer Line Flushing	75,000	
Res, Cleaning	100,000	
	Total	3,000,000 Gallons
	Produced water vs sold Difference	5,422,405 Gallons
	Accounted for water	-3,000,000 Gallons
	Total	2,422,405 Gallons

2,422,405 Divided by 59,918,821 = .040 x 100 = 4%

4% Water loss in 2020

10% is acceptable

2020 Water Rights

1 acre foot = 43,560 cubic feet

43,560 x 7.48 = 325,829 gallons

The City of Tenino has 270 acre feet per year 87,973,830 gallons per year

87,973,830 gallons per year – 59,918,821 gallons produced in 2020 =28,055,009 gallons

28,055,009 gallons divided by 325,829 = 86 acre feet

28,055,009 divided by 73,000 = 384 ERU'S

2019 364 ERU'S

2018 290 ERU'S

1 ERU = 200 GPD (gallons per day) x 365=73,000 Gallons

Previous Million Gallons per year

2009	76,105,300
2010	66,811,700
2011	66,353,600
2012	63,308,600
2013	58,627,559
2014	59,790,239
2015	69,557,698
2016	72,272,369
2017	90,613,270
2018	66,819,497
2019	61,400,108
2020	59,918,821

File Attachments for Item:

3. Meeting Minutes for 2/8/2022

Recommended Action: Motion to approve 2/8/2022 meeting minutes as presented.

**City Council Meeting
Tuesday, February 08, 2022**

Minutes

WORK SESSION

Mayor Fournier convened the work session at 7:00 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson.

PW Director Cannon went over the 2021 water report with Mayor and Council.

CALL TO ORDER

Mayor Fournier convened the regular Council Meeting at 7:30 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Rachel Davidson.

AGENDA APPROVAL

1. Agenda for the Regular Meeting of the 2/8/22.

Recommended Action: Motion to approve the agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan,
Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

APPROVAL OF MINUTES

2. Meeting Minutes for 1/25/2022

Recommended Action: Motion to approve 1/25/2022 meeting minutes as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

CONSENT CALENDAR

3. Consent Calendar consisting of January 26, 2022 through February 8, 2022:

Payroll EFT's in the amount of \$47,269.26

Claims Checks #30378 through #30410 and EFT's in the amount of \$87,530.09

for a grand total of \$134,799.35

Liquor Cannabis License: None

Recommended Action: Move to approve the consent calendar as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

None

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

None

NEW BUSINESS

4. Amendment Quarry Pool Renovation project.

Recommended Action: Approve amended quarry pool change order.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Davidson.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

RESOLUTIONS

5. Resolution 2022-02 A Resolution of the City Council Amending Resolution 2019-01, City of Tenino Official Handbook

Recommended Action: Review and motion to approve Resolution 2022/02

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

ORDINANCES

None

REPORTS

6. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) Experience Olympia & Beyond (VCB)

4) Fire District #12

5) Library

6) Museum

7) Tenino Community Service Center

1) Chamber of Commerce: George Sharp reported next week is the Chamber meeting. They held their first Oregon Trail Days Meeting with about 14 people in attendance.

2) Economic Development Council (EDC): The meeting will be held next week.

3) Experience Olympia & Beyond (VCB): They held a listening session.

4) Fire District #12: None

5) Library: Linda reported this month is Black History month at the library.

6) Museum: Jessica Reeves Rush reported that Friday's are kind of slow with visitors. Saturdays they have about 10-20 visitors. They do not expect to have a board meeting this month due to not having a quorum for health reasons.

7) Tenino Community Service Center: Jody reported they are still pretty active with the Health Dept and vaccinations. March 26th will be the Robin Rudy run fundraiser.

7. 1) ARCH Commission

2) Civil Service Commission

3) Façade Improvement Grant Review Committee

4) Finance Committee

5) Planning Commission

6) Public Safety Committee

1) ARCH Commission: George reported he has given approximately 5 applications out.

8. 1) Chief of Police

2) Director of Public Works

3) City Planner/Building Official

4) City Attorney

5) Clerk/Treasurer

6) Mayor

1) Chief of Police: Chief Audurer reported no big changes and the office is running smoothly. He has some goals he would like to fulfill. The SRO is working well. He is hoping to get the Officers into some in service training with another agency..

2) Director of Public Works: PW Director Cannon they will be working on moving the playground equipment up by the parking lot area away from the trees. He has also discussed with the Mayor of moving the pump trak to the park near the bathrooms. The ramp at the Quarry House is almost completed. They have a pretty big leak on Sussex Ave and he believes it is time to replace the main line. They have stopped receiving any septage on Friday's until further notice. He expects the Ritter Street Project will start in April or May.

6) Mayor: He has been working with the contractors on the renovation in City Hall. The bids for the Quarry House should be going out to the public on Friday. They are hoping to put in a commercial kitchen.

9. 1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Community Investment Partnership (CIP)

3) Solid Waste Advisory Board

4) South Thurston Economic Development Initiative (STEDI)

5) TCOMM/911**6) Tenino School Board****7) Thurston Regional Planning Council (TRPC)****8) Transportation Policy Board**

1) Bucoda/Tenino Healthy Action Team (BTHAT): Next meeting on the 21st.

4) South Thurston Economic Development Initiative (STEDI): They will be having a zoom meeting next week.

6) Tenino School Board: The next meeting held on the 28th. The Boys and Girls Basketball teams are both in the playoffs with the girls playing this Friday night at home which will be live streamed through Facebook.

7) Thurston Regional Planning Council (TRPC): They held a presentation on the goals for updating the bike path.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

John O'Callahan announced the BBQ at the park will be held on September 10th, honoring all first responders. The Fire District is discussing hosting a fundraiser in the form of a Fireman's Ball maybe 2 years down the road.

Linda Gotovac announced the legislature is discussing a couple bills this session regarding police issues specifically bills 17-19 and 17-35.

ADJOURNMENT

Adjourned at 7:54 pm

File Attachments for Item:

4. Consent Calendar consisting of February 9, 2022 through February 22, 2022:

Payroll EFT's in the amount of \$106,734.62

Claims Checks #30411 through #30448 and EFT's in the amount of \$53,156.51 for a grand total of \$159,891.13

Liquor Cannabis License: None

Recommended Action: Move to approve the consent calendar as presented.

Consent Calendar consisting of February 9, 2022 through February 22, 2022:

- Payroll EFT's in the amount of \$106,734.62**
- Claims Checks #30411 through #30448 and EFT's in the amount of \$53,156.51**

for a grand total of \$159,891.13

**Liquor and Cannabis License Applications/
Renewals: None**

CHECK REGISTER

4. City Of Tenino

Time: 15:31:46 Date: 02/22/2022

02/09/2022 To: 02/22/2022

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
470	02/17/2022	Payroll	5	EFT	WA State Dept of Retirement Systems	10,533.77	Pay Cycle(s) 01/20/2022 To 01/20/2022 - LEOFF II; Pay Cycle(s) 01/20/2022 To 01/20/2022 - PERS II; Pay Cycle(s) 01/21/2022 To 01/21/2022 - LEOFF II; Pay Cycle(s) 02/05/2022 To 02/05/2022 - LEOFF II; P
494	02/22/2022	Claims	5	EFT	Excise WA State Dept Of Revenue	2,035.36	Jan 31, 2022 Excise Tax
495	02/22/2022	Claims	5	30411	911 Supply - Keizer	149.19	
496	02/22/2022	Claims	5	30412	Baker's Towing	930.42	
497	02/22/2022	Claims	5	30413	Michael and Julie Bass	644.99	411962.10 - 1072 BOWEN WAY E
498	02/22/2022	Claims	5	30414	Batteries Plus #244	304.88	
499	02/22/2022	Claims	5	30415	Kimberly Brady	155.11	206800.00 - 608 HUSTON ST S
500	02/22/2022	Claims	5	30416	Corporate Payment Systems	5,259.70	
501	02/22/2022	Claims	5	30417	Correct Equipment	4,373.94	
502	02/22/2022	Claims	5	30418	Michelle Davidson	225.00	205400.30 - 659 HWY 507 S
503	02/22/2022	Claims	5	30419	Dragon Analytical Laboratory	108.00	
504	02/22/2022	Claims	5	30420	Enbody, Dugaw, Enbody	285.00	
505	02/22/2022	Claims	5	30421	Adam Gebel	166.62	206200.20 - 668 HUSTON ST S
506	02/22/2022	Claims	5	30422	Gibbs & Olson Inc	6,814.50	
507	02/22/2022	Claims	5	30423	H D Fowler Co	294.01	
508	02/22/2022	Claims	5	30424	Pedro Hernandez	150.11	207100.00 - 599 HUSTON ST S
509	02/22/2022	Claims	5	30425	Hillier, Scheibmeir & Kelly, PS	1,300.00	
510	02/22/2022	Claims	5	30426	Joes Refuse	281.47	
511	02/22/2022	Claims	5	30427	Drew Johnson	180.18	
512	02/22/2022	Claims	5	30428	Mary Powell & Timothy Jones	311.78	602000.00 - 145 STITHAM LANE
513	02/22/2022	Claims	5	30429	Collin Kennedy	155.89	204900.00 - 529 HWY 507 S
514	02/22/2022	Claims	5	30430	Miles Sand And Gravel Company	683.52	
515	02/22/2022	Claims	5	30431	Michael O'Neil	155.89	108000.30 - 238 WICHMAN ST S
516	02/22/2022	Claims	5	30432	Pacific Testing & Inspection	1,797.92	
517	02/22/2022	Claims	5	30433	Platt Electric Supply	985.93	
518	02/22/2022	Claims	5	30434	Puget Sound Energy	3,834.68	
519	02/22/2022	Claims	5	30435	Quill	255.47	
520	02/22/2022	Claims	5	30436	Matthew Rhodes	242.78	102450.20 - 163 RITTER ST S #B
521	02/22/2022	Claims	5	30437	Matthew Rhodes	242.78	102475.10 - 163 RITTER ST S #A
522	02/22/2022	Claims	5	30438	Rochester Lumber	610.13	
523	02/22/2022	Claims	5	30439	SCJ Alliance	17,676.25	
524	02/22/2022	Claims	5	30440	Adrienne Smith	155.89	411965.10 - 1124 BOWEN WAY E
525	02/22/2022	Claims	5	30441	Brenton Smith	312.00	202500.40 - 138 MCARTHUR ST N
526	02/22/2022	Claims	5	30442	Southgate Fencing Inc	270.00	
527	02/22/2022	Claims	5	30443	Tenino Marketfresh	98.40	
528	02/22/2022	Claims	5	30444	Thurston Co Sheriff	180.97	
529	02/22/2022	Claims	5	30445	USA BlueBook	250.92	
530	02/22/2022	Claims	5	30446	Verizon Wireless (Cell)	750.32	
531	02/22/2022	Claims	5	30447	Wells Fargo Vendor Fin Serv	480.78	
532	02/22/2022	Claims	5	30448	Wilson Parts Corporation	45.73	
						000	
						001 General Government Fund #001	176.05
						002 Quarry Pool Fund #002	111,193.45
							276.27

CHECK REGISTER

4. City Of Tenino

Time: 15:31:46 Date: 02/22/2022
Page: 3

02/09/2022 To: 02/22/2022

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		101 City Street Fund #101			5,138.70	
		310 Municipal Capital Imp Fund 310			6,099.59	
		401 Water Fund			11,818.70	
		402 Water Capital Imp Fund			1,449.03	
		410 Sewer Fund			23,739.34	
		* Transaction Has Mixed Revenue And Expense Accounts			159,891.13	Claims: 53,156.51 Payroll: 106,734.62

WE, the members of the City Council of the City of Tenino, Thurston County, Washington, DO
HEREBY certify that the merchandise or services listed above have been received and that the above
listed vouchers and the related checks have been reviewed and approved for payment by the Tenino City
Council.

DATED this _____ day of _____ 2022.

Clerk/Treasurer

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

File Attachments for Item:

5. HAPI Grant

Washington State Department of Commerce Housing Action Plan Implementation (HAPI) grant to adopt a Housing Action Plan contract- Final Draft for signature.

Recommended Action: Review and motion to approve HAPI grant.

CITY COUNCIL AGENDA ITEM REPORT

Council Meeting Date: 2-22-2022

Agenda Item Number: _____

Originator: Hayleen Canup
Title: Clerk/Treasurer

Discussion Action Required

Department: Admin

Old Business New Business Resolution Ordinance Public Hearing

Subject: WA State, DAC (HAPI) Grant

Comments:

WA State Department of Commerce
Housing Action Plan Implementation (HAPI)
Grant - to adopt a Housing Action Plan
Contract - Final Draft for signature.

Staff Recommendation:

Council to review and make motion to approve.



Interagency Agreement with

City of Tenino

through

Growth Management Services

For

Housing Action Plan Implementation (HAPI) Grant
to Adopt a Housing Action Plan

Start date:

Date of Execution

TABLE OF CONTENTS

Special Terms and Conditions

- 1. Authority.....1
- 2. Contract Management 1
- 3. Compensation 1
- 4. Billing Procedures and Payment..... 1
- 5. Insurance.....2
- 6. Subcontractor Data Collection 2
- 7. Order of Precedence..... 2

General Terms and Conditions

- 1. Definitions 3
- 2. All Writings Contained Herein 3
- 3. Amendments..... 3
- 4. Assignment 3
- 5. Confidentiality and Safeguarding of Information..... 3
- 6. Copyright..... 4
- 7. Disputes 4
- 8. Governing Law and Venue 4
- 9. Indemnification..... 5
- 10. Licensing, Accreditation and Registration 5
- 11. Recapture 5
- 12. Records Maintenance..... 5
- 13. Savings 5
- 14. Severability 5
- 15. Subcontracting..... 5
- 16. Survival 6
- 17. Termination for Cause 6
- 18. Termination for Convenience..... 6
- 19. Termination Procedures 6
- 20. Treatment of Assets..... 7
- 21. Waiver..... 7

Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-63314-117

Washington State Department of Commerce
Local Government Division
Growth Management Services
Housing Action Plan Implementation (HAPI) Grant

1. Contractor City of Tenino 149 S Hodgden PO Box 4019 Tenino, WA 98589		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Dan Penrose City Planner dan.penrose@scjalliance.com (360) 352-1465		4. COMMERCE Representative Gary Idleburg Senior Planner 360.481.1398 gary.idleburg@commerce.wa.gov	
5. Contract Amount \$74,260	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2023
9. Federal Funds (as applicable) NA	Federal Agency: NA	CFDA Number NA	
10. Tax ID # NA	11. SWV # SWV0001495	12. UBI # 91-6001514	13. DUNS # NA
14. Contract Purpose Implementation of RCW 36.70A.600 grant funding to address housing affordability through a housing action plan.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Wayne Fournier, Mayor City of Tenino _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed seventy-four thousand and two-hundred and sixty dollars (\$74,260) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of goods and services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-63314-117.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for 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 COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Grant Objective: Develop a housing action plan to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market.			
Steps/ Deliverable	Description	Start Date	End Date
Action 1	<i>Existing conditions review</i>	Feb 2022	June 2022
Step 1.1	Analyze population and employment trends, with documentation of projections	Feb 2022	May 2022
Step 1.2	Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households	Feb 2022	May 2022
Step 1.3	Collect data on type, size, cost, and age of housing in the city. Collect data on rental properties (e.g., type, size, cost, and age) and percentage of housing stock	Feb 2022	May 2022
Step 1.4	Review and evaluate the current housing element and other policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions	Feb 2022	June 2022
Step 1.5	Review the effectiveness of current programs, development regulations and permitting processes related to housing development	Feb 2022	June 2022
Step 1.6	Review land capacity analysis and review ability of existing zoning to provide for housing needs and all income brackets. Rely on data prepared by TRPC during their 2020 Buildable Lands Inventory.	Feb 2022	June 2022
Step 1.7	Identify areas that may be at higher risk of displacement from market forces	Feb 2022	June 2022
Deliverable 1	Existing Conditions and Housing Needs Analysis Report		June 30, 2022
Action 2	<i>Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates and local religious groups</i>	Feb 2022	March 2023

Step 2.1	Identify and establish stakeholder group(s), including include residents, developers, housing advocates, neighborhood associations, social service organizations, tenants, and religious organizations that should be included in outreach	Feb 2022	April 2022
Step 2.2	Conduct inclusive public outreach to develop goals and objectives	April 2022	Nov 2022
Step 2.3	Conduct survey to gather information on community perceptions of housing issues, identify demand for housing types, and aesthetic considerations among current population	April 2022	Nov 2022
Step 2.4	Conduct stakeholder group meetings to gather input, ensuring representation from a variety of household income levels.	April 2022	Nov 2022
Deliverable 2a	Public Engagement Plan		May 15, 2022
Deliverable 2b	Summary of Public Engagement Results		Jan 15, 2023
Action 3	<i>Evaluation and Development of Policies and Tools for Increasing Housing Diversity</i>	July 2022	Dec 2022
Step 3.1	Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified above. Within urban growth area boundaries, develop strategies to accommodate moderate density housing options.	Jul 2022	Oct 2022
Step 3.2	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment	Jul 2022	Oct 2022
Step 3.3	Review strategies for adequate provisions for existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations	Jul 2022	Oct 2022
Step 3.4	Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion	Jul 2022	Oct 2022

	in housing and identify policies and regulations to address and begin to undo these impacts		
Step 3.5	Develop a schedule of programs and actions to implement the recommendations of the housing action plan	Nov 2022	Dec 2022
Deliverable 3	Draft Housing Action Plan		Dec 15, 2022
Action 4	<i>Plan Adoption</i>	Jan 2023	June 2023
Step 4.1	Present draft HAP and public hearing before the Planning Commission, make changes as needed	Jan 2023	Feb 2023
Step 4.2	Present draft HAP and public hearing before the City Council, make changes as needed	March 2023	April 2023
Step 4.3	Prepare ordinance and/or resolution for Council adoption	May 2023	May 2023
Deliverable 4	Adopted Housing Action Plan		June 15, 2023

Budget

Grant Objective:	Commerce Funds
Deliverable 1. Existing Conditions and Housing Needs Analysis Report	\$20,856
Deliverable 2. Public Engagement Plan	\$948
Deliverable 2b. Public Engagement, Summary and Presentations	\$20,224
Deliverable 3. Draft Housing Action Plan	\$17,380
Deliverable 4. Adoption of Housing Action Plan	\$14,852
Total:	\$74,260

NOTE: The final Deliverable(s) for this grant represents at least twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).

File Attachments for Item:

6. Public Works Rental Proposal

Rental Proposal for trailer mounted belt filter press unit. This machine will separate water from solids and will allow us to empty the lagoon at the sewer plant.

Recommended Action: Review and motion to approve Rental Proposal.

CITY COUNCIL AGENDA ITEM REPORT

Council Meeting Date: 2-22-2022

Agenda Item Number: _____

Originator: Troy Cannon

Title: PW Director

Discussion Action Required

Department: PW

Old Business New Business Resolution Ordinance Public Hearing

Subject: Rental Proposal * BW22-004

Comments:
Rental of One (1) 1.7 Meter Trailer Mounted
Bell Filter Press Unit
* Separates water from solids from sewer
lagoon.

Staff Recommendation:
Council review and approval.



RENTAL PROPOSAL

1.7 Meter Trailer Mounted Belt Filter Press

Date: February 01, 2022

Proposal #BW22-004

City of Tenino
Old Highway 99 SE
Tenino WA, 98589

Contact: Troy Cannon
Phone: 360.561.1506
Email: Tcannon@cityoftenino.org

We hereby submit specifications and estimates for: Rental of One (1) 1.7 Meter Trailer Mounted Belt Filter Press unit. The sludge cake will be disposed of by the customer and the customer will supply all chemicals and sludge cake transportation.

RENTAL SCOPE OF SUPPLY

-One (1) P50-6700-8D (1.7 Meter) Dual Belt Filter Press,

- ✓ Stainless Steel Frame & Roller Construction (Three Year Warranty)
- ✓ Patented 50% Open Area Drainage Roll,
- ✓ Patented High Efficiency Radius Wedge Zone
- ✓ Stainless Steel "Grip Strut" Walkways, Elevated for Viewing Gravity Deck
- ✓ 5 HP Direct Gear Drive System
- ✓ Pneumatic Belt Tension & Tracking
- ✓ Two Belt Wash Stations
- ✓ Eight (8) Pressure Rollers
- ✓ Dodge Bearings
- ✓ Four (4) Plow (Chicane) Assemblies
- ✓ E-Stop Safety Cable Switch & Cable

-One (1) Skid Platform

- ✓ Epoxy Coated Carbon Steel Construction
- ✓ Slip Resistant Tough Coated Operator Area
- ✓ Stainless Steel Effluent Sump
- ✓ Stainless Steel "Grip Strut", Cantilevered, Skid Walkways
- ✓ Stainless Steel Handrails with Toe Kick Plate
- ✓ Inclined Ladder Access to Upper Walkways on both sides of the Press
- ✓ Pre-Wired and Plumbed for Quick Setup

-One (1) 48 Foot Single Drop Deck Trailer

- ✓ 102" Total Width
- ✓ Air Ride Suspension
- ✓ Independent Rear Leveling Jacks

-One (1) Master Control Panel (MCP)

(Controls shall be included for all Equipment Purchased from this Proposal)

- ✓ Hoffman Stainless Steel NEMA 4X Enclosure
- ✓ Fused Disconnect
- ✓ Allen Bradley MicroLogix 1400 PLC
- ✓ 10 Inch Color Touch Screen
- ✓ PLC Modem for Customer Support
- ✓ Short Circuit Protection, VFD's, Motor Starters, Etc... for all equipment listed



RENTAL PROPOSAL

1.7 Meter Trailer Mounted Belt Filter Press

Date: February 01, 2022

Proposal #BW22-004

- One (1) **Press Mounted Multi-Function Operator Control Station (at the gravity deck)**
Start and Stop the System, Adjust Belt, Sludge Pump & Polymer Speeds, Display Alarms and more
- One (1) **Polymer Feed & Blend System (Instant Mix Emulsion Type Polymers)**
 - ✓ Stainless Steel Cabinet
 - ✓ Electronic Pulse Metering Pump
 - ✓ Polymer Concentration Controlled at MCP & Belt Press Remote
- One (1) **3 KVA Transformer and 120 VAC Lighting Receptacle**
- One (1) **Wash Down Hose Reel, 25' Hose, Runs off from Booster Pump**
- One (1) **Inline Pneumatic Mixer with 4-Port Polymer Injection**
- One (1) **Boerger Rotary Lobe Sludge Feed Pump**
 - ✓ 7.5 HP, 200 GPM Sludge Pump
 - ✓ Maintain in Place Wear Liners, VFD Drive System
 - ✓ No Piping Removal for Servicing the Pump
 - ✓ VFD and Controls Included in MCP
- One (1) **Magnetic Sludge Flow Meter**
Sludge GPM, Total Gallons Processed are Displayed on Touch Screen
- One (1) **Belt Wash Centrifugal Booster Pump**
 - ✓ 15HP, non-potable water capable
 - ✓ Tungsten Carbide Mechanical Seal for superior wear resistance
 - ✓ Single Stage Centrifugal Pump will pass up to 3/16" solids
- One (1) **Schedule 80 PVC Sludge Retention Manifold**
 - ✓ Aids in sludge mixing and allows proper polymer contact time
- One (1) **Jenny (Formerly Emglo) 1 ½ hp Air Compressor, 30 Gallon Receiver & Controls**
- One (1) **36 Inch, Stainless Steel Folding Rear Discharge Conveyor (20' length)**
 - ✓ Parallel to the skid mounting
 - ✓ 12 Foot discharge height
 - ✓ 7.5 Foot discharge distance beyond the rear of the trailer
- One (1) **Operational/Maintenance Manual**



RENTAL PROPOSAL

1.7 Meter Trailer Mounted Belt Filter Press

Date: February 01, 2022

Proposal #BW22-004

1.7 Meter Trailer Mounted Belt Filter Press Skid Unit:	Rental \$4,200.00 Per Week (60 Hours of Operation per Week)
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-One (1) Boerger Twin Shaft Sludge Grinder/Heavy Trap: Rental \$600.00 Per Week

- Mobilization of System to Tenino, WA.....\$ 10,500.00

- Demobilization & Inspection of System in Hopkins, MI.....\$ 10,500.00

-2 days onsite Customer Training (Required for first rental)	\$ 5,000.00
Additional Training will be billed on a per day basis at	\$ 1,000.00 per day + Expenses

Clarifications, Exceptions & Recommendations:

The customer is responsible for Insurance of the Equipment for \$350,000.00

This is a trailer mounted unit. Removal from the trailer as a rental unit is prohibited. Folding discharge conveyor is setup for rear discharge. Side discharge applications can be custom tailored for an additional charge based on site requirements.

The customer shall provide the following at the job site: All required utilities, hoses, polymer, miscellaneous labor, system operators (unless otherwise noted), site rigging, all solid waste disposal and transportation, local filtrate disposal or connection from our supplied system, level area to place equipment and any/all equipment and/or services not listed below. Cake solids shall be conveyed at a maximum of 15 feet (combined vertical & horizontal length) with system supplied conveyor.

Customer is liable for damage to equipment caused by foreign objects in the sludge such as tramp metal or rocks. If the sludge contains hard materials larger than 1/2 Inch diameter a sludge grinder is recommended.

The customer is responsible for Cleaning and Maintenance of the equipment, as specified in the operation manual supplied, while it is in their possession. Damage caused by loading, unloading, improper operation, abuse, lack of maintenance, neglect or excessive wear shall be repaired at the customer's expense. Upon examination after return if any damage of this sort is found the customer will be responsible and invoiced for parts and labor required to repair said damage and any additional hours of operation recorded.

UTILITIES REQUIRED:	WATER 60 GPM for Belt Wash @ 5 – 40 PSI (non-potable but low TSS)
	WATER 15 GPM Potable for Polymer System (5 GPM Typical)
	ELECTRICAL 460 VOLT 3 PHASE AT 60 AMPS Min.
	DISCHARGE 6" Gravity Drain from BFP Skid Sump

Operation is not recommended in below freezing temperatures. The customer is responsible for all damage caused by freezing. Operation in heated environments is strongly recommended when or if outdoor temperatures may go below freezing.



RENTAL PROPOSAL

1.7 Meter Trailer Mounted Belt Filter Press

Date: February 01, 2022

Proposal #BW22-004

This unit is designed for the treatment of materials with a pH range of 5.0–10.0. Processing of material with pH outside of this range can cause accelerated wear of parts and potential damage. It shall be the responsibility of the customer to balance materials appropriately prior to processing. Any costs associated with accelerated wear and/or damage due to unbalanced materials being processed will be the responsibility of the customer.

Lines and Pumps must be completely drained and winterized before returning the equipment and when the equipment is not in operation.

All equipment installation, off-loading and interconnecting wiring and piping between all equipment listed and other ancillary equipment shall be by others.

Any required polymers, testing fees, etc. not listed as included in Bright Technologies Equipment Scope of Supplies shall be provided and paid for by others.

Customer is responsible for all maintenance and repairs while the equipment is in their possession and will be billed for any damage caused by abuse, neglect, freezing, improper operation or lack of maintenance.

Unless listed otherwise any and all equipment, installation, supplies and/or services shall be provided by others, and are not part of Bright Technologies scope of supply.

Rental Terms: 4-week rental of the press and the sludge grinder, training, mobilization & demobilization charges to be paid prior to machine shipment plus a **\$10,000.00** security deposit is required, which will be refunded if the equipment is returned clean and in good working order and all rental payments and charges are paid in full. This is a total of \$37,800.00 or \$40,200.00 with grinder.

Rental period from then forward will be billed in two (2) week increments in advance. Hours of operation allowance is 60 hours per week rental. Additional hours shall be billed at \$55 per additional hour.

A signed Proposal and Certificate of Insurance must be received along with the initial payment prior to shipment of the machine.



RENTAL PROPOSAL

1.7 Meter Trailer Mounted Belt Filter Press

Date: February 01, 2022

Proposal #BW22-004

Delivery: Several units are available at the time of this proposal. Delivery is subject to availability, first come, first served. Insurance papers, Initial payment and a signed proposal must be received before shipment.

Payment terms may not be changed without the written authorization of Bright Technologies. Any shipments delayed by Purchaser, Bright Technologies reserves the right to invoice and pass title to the purchaser; Purchaser agrees to remit the amount due at the times stated, as if equipment had shipped. Any and all cost of storage shall be at the purchaser's expense. Unauthorized retention of payment by Purchaser for any reason shall be subjected to a service charge of 2% compounded per month and any collection expenses will be added to total amount due. Venue of any action to enforce the terms of this proposal shall lie in the court of proper jurisdiction in Allegan County, Michigan USA.

All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications which involve extra costs will be made only upon receipt of an authorized, written change order and will be shown on subsequent invoices as amounts over above the original estimate. It is understood that we will not be penalized for delays caused by strikes, accidents or other delays caused by acts of God. Our workers are covered by Worker's Compensation insurance. Owner agrees to furnish all other appropriate and necessary insurance coverage's.

Receipt of a purchase order from the purchaser for this proposal is deemed the same as signing this Acceptance of Proposal and no changes shall be allowed by Bright Technologies unless agreed in written form on Bright Technologies letterhead.

Authorized Signature: Brandon Woods
Brandon Woods
Bright Technologies

While Sebright Products Inc. strives to make the information provided on processing of your waste or recycling stream, as timely and accurate as possible, the company makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of any of the provided information, and expressly disclaims liability for errors and omissions in the content of the information, or analysis provided to your company. It is solely the responsibility of each recipient of the information Sebright Products, Inc. has provided to satisfy itself as to the accuracy of the information provided by Sebright Products, Inc. and as to the efficacy of the product(s) for the use(s) intended.

NOTE: This proposal may be withdrawn if not accepted in writing within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified and payments will be made as outlined above.

Signature _____ Date of Acceptance _____
Title _____

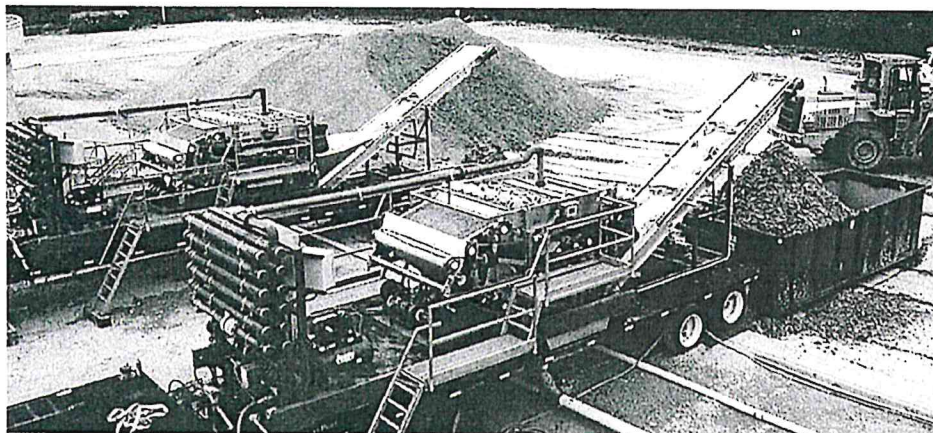
6.

Belt Filter Press Dewatering System Specifications:

<i>System Size</i>	<i>Typical Throughputs Lbs. dry/hr *</i>	<i>Process Rate GPM *</i>	<i>Belt Speed Feet/Min.</i>	<i>Sludge Pump Size</i>	<i>Weekly Project Size</i>
0.8 Meter	500-800	60-160	5-30	140 gpm	150,000 gallons
1.2 Meter	800-1500	80-220	5-30	220 gpm	200,000 gallons
1.7 Meter	1200-2000	120-220	5-30	220 gpm	250,000 gallons
1.7 Meter (XL)	1500-2500	150-300	5-30	300 gpm	375,000 gallons
2.2 Meter	2000-3000	200-400	7-40	400 gpm	500,000 gallons

* Throughput, Process Rate, and Project size are based on 2-4% Anaerobic Digested Municipal WWTP Sludge, processed to meet paint filter test under contract dewatering conditions. Highest cake solids will be achieved at lower process rates

A Growing Problem with sludge build-up can be solved with a Belt Filter Press Rental system. [Click here to read the article on Sludge Build-up.](https://www.mlive.com/sponsored/2017/03/a_growing_problem_with_sludge.html) (https://www.mlive.com/sponsored/2017/03/a_growing_problem_with_sludge.html)



For more information or a quotation on Bright Technologies Belt Filter Press rental contact one of the following:

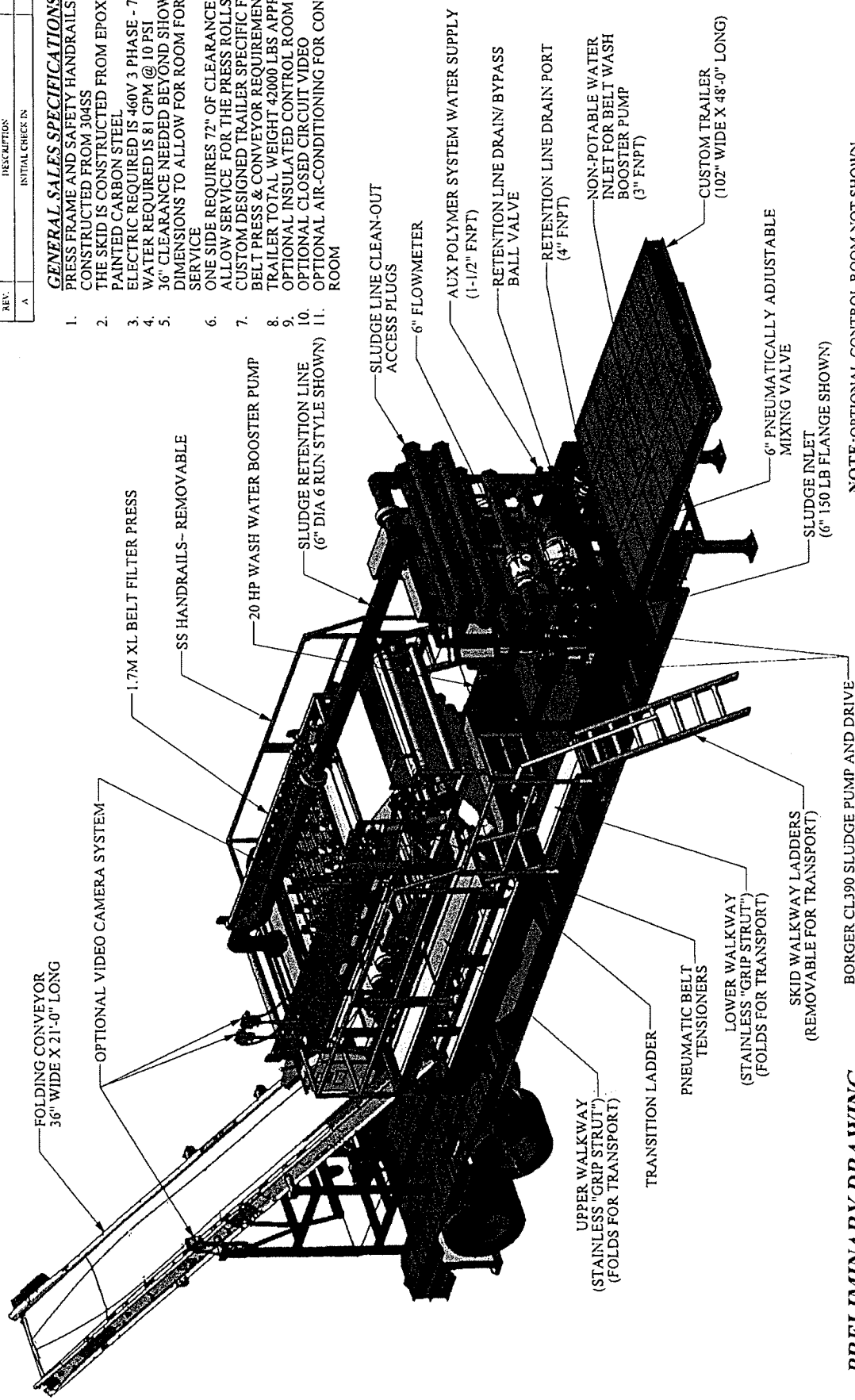
Stuart Sebright
 General Manager
 Phone 269-682-0196
stuart@sebrightproducts.com (mailto:stuart@sebrightproducts.com)

Brandon Woods
 Sales
 Phone 269-682-0196
bwoods@sebrightproducts.com (mailto:bwoods@sebrightproducts.com)

Julie VanderMoore
 Inside Sales
 Phone 269-682-0196
julie@sebrightproducts.com (mailto:julie@sebrightproducts.com)

REV.	DESCRIPTION	DATE
A	INITIAL CHECK IN	6/3/2018

- GENERAL SALES SPECIFICATIONS**
 PRESS FRAME AND SAFETY HANDRAILS ARE CONSTRUCTED FROM 304SS
 THE SKID IS CONSTRUCTED FROM EPOXY PAINTED CARBON STEEL
 ELECTRIC REQUIRED IS 460V 3 PHASE - 70 AMP
 WATER REQUIRED IS 81 GPM @ 10 PSI
 36" CLEARANCE NEEDED BEYOND SHOWN DIMENSIONS TO ALLOW FOR ROOM FOR SERVICE
 ONE SIDE REQUIRES 72" OF CLEARANCE TO ALLOW SERVICE FOR THE PRESS ROLLS
 CUSTOM DESIGNED TRAILER SPECIFIC FOR BELT PRESS & CONVEYOR REQUIREMENTS
 TRAILER TOTAL WEIGHT 42000 LBS APPROX
 OPTIONAL INSULATED CONTROL ROOM
 OPTIONAL CLOSED CIRCUIT VIDEO
 OPTIONAL AIR-CONDITIONING FOR CONTROL ROOM
1. 1.7M XL BELT FILTER PRESS
 2. SS HANDRAILS- REMOVABLE
 3. 20 HP WASH WATER BOOSTER PUMP
 4. SLUDGE RETENTION LINE (6" DIA 6 RUN STYLE SHOWN)
 5. SLUDGE RETENTION LINE (6" DIA 6 RUN STYLE SHOWN)
 6. 20 HP WASH WATER BOOSTER PUMP
 7. 20 HP WASH WATER BOOSTER PUMP
 8. SLUDGE RETENTION LINE (6" DIA 6 RUN STYLE SHOWN)
 9. SLUDGE RETENTION LINE (6" DIA 6 RUN STYLE SHOWN)
 10. SLUDGE RETENTION LINE (6" DIA 6 RUN STYLE SHOWN)
 11. SLUDGE RETENTION LINE (6" DIA 6 RUN STYLE SHOWN)



FOLDING CONVEYOR
 36" WIDE X 21'-0" LONG

OPTIONAL VIDEO CAMERA SYSTEM

1.7M XL BELT FILTER PRESS

SS HANDRAILS- REMOVABLE

20 HP WASH WATER BOOSTER PUMP

SLUDGE RETENTION LINE
 (6" DIA 6 RUN STYLE SHOWN)

SLUDGE LINE CLEAN-OUT
 ACCESS PLUGS

6" FLOWMETER

AUX POLYMER SYSTEM WATER SUPPLY
 (1-1/2" FNPT)

RETENTION LINE DRAIN/ BYPASS
 BALL VALVE

RETENTION LINE DRAIN PORT
 (4" FNPT)

NON-POTABLE WATER
 INLET FOR BELT WASH
 BOOSTER PUMP
 (3" FNPT)

CUSTOM TRAILER
 (102" WIDE X 48'-0" LONG)

6" PNEUMATICALLY ADJUSTABLE
 MIXING VALVE

SLUDGE INLET
 (6" 150 LB FLANGE SHOWN)

BORGER CL390 SLUDGE PUMP AND DRIVE

SKID WALKWAY LADDERS
 (REMOVABLE FOR TRANSPORT)

LOWER WALKWAY
 (STAINLESS "GRIP STRUT")
 (FOLDS FOR TRANSPORT)

PNEUMATIC BELT
 TENSIONERS

UPPER WALKWAY
 (STAINLESS "GRIP STRUT")
 (FOLDS FOR TRANSPORT)

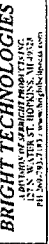
TRANSITION LADDER

PRELIMINARY DRAWING

DUE TO PRODUCT IMPROVEMENT, THE MANUFACTURER RESERVES THE RIGHT TO ALTER OR AMEND WITHOUT THE NOTICE OF ANY OF THESE SPECIFICATIONS AND/OR DIMENSIONS.

NOTE: OPTIONAL CONTROL ROOM NOT SHOWN

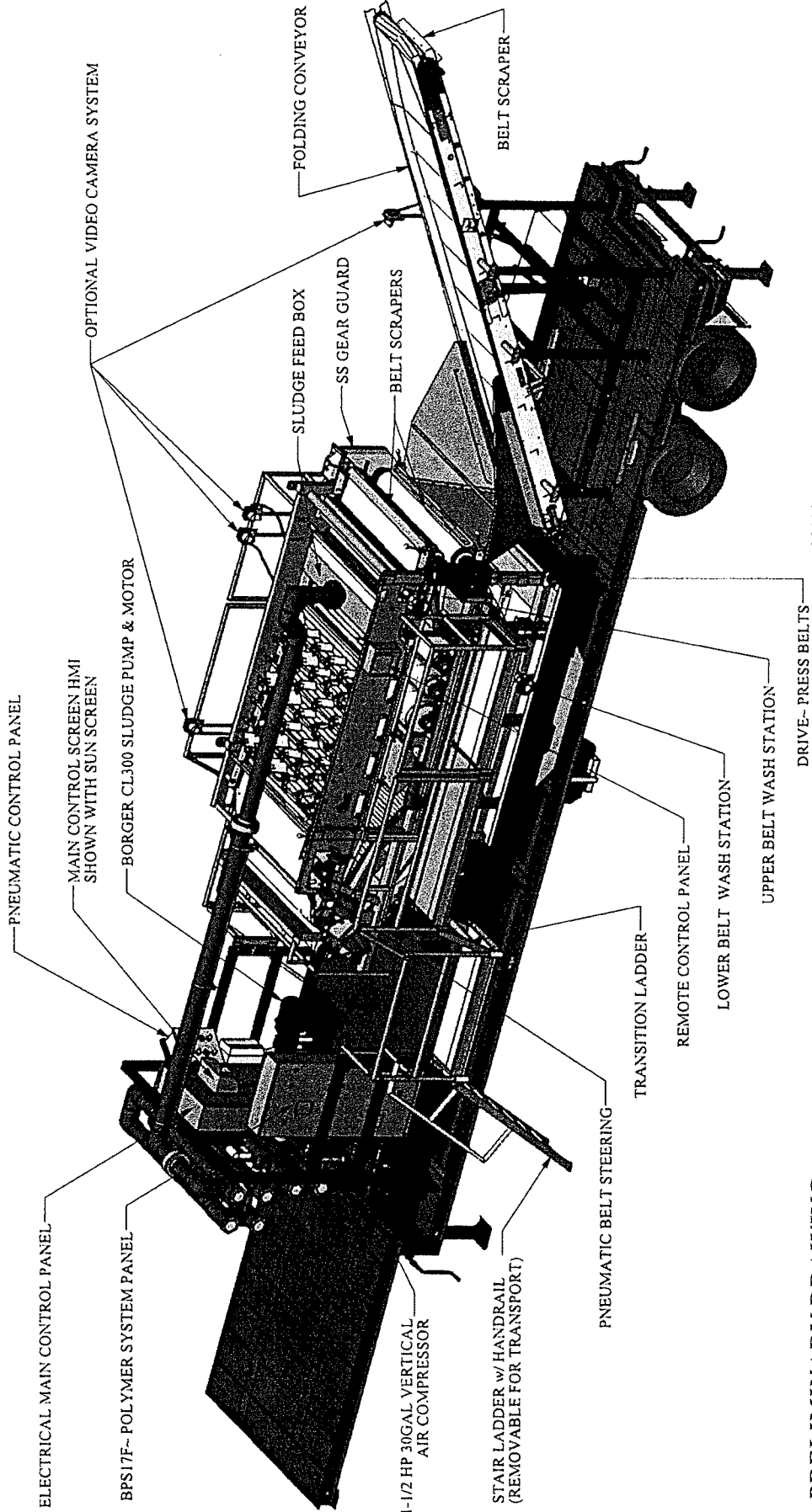
DEWATERING SYSTEM (1.7XL SKID, CONVEYOR, TRAILER)



BRIGHT TECHNOLOGIES
 A DIVISION OF APPLIED INDUSTRIAL TECHNOLOGIES
 10000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.752.1313 | WWW.BRIGHTTECH.COM

REV. 2/20/2017
 SHEET 1 OF 9
 DRAWING NO. 18-001-001-001
 PROJECT NO. 18-001-001-001
 CLIENT: [REDACTED]
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 APPROVED BY: [REDACTED]

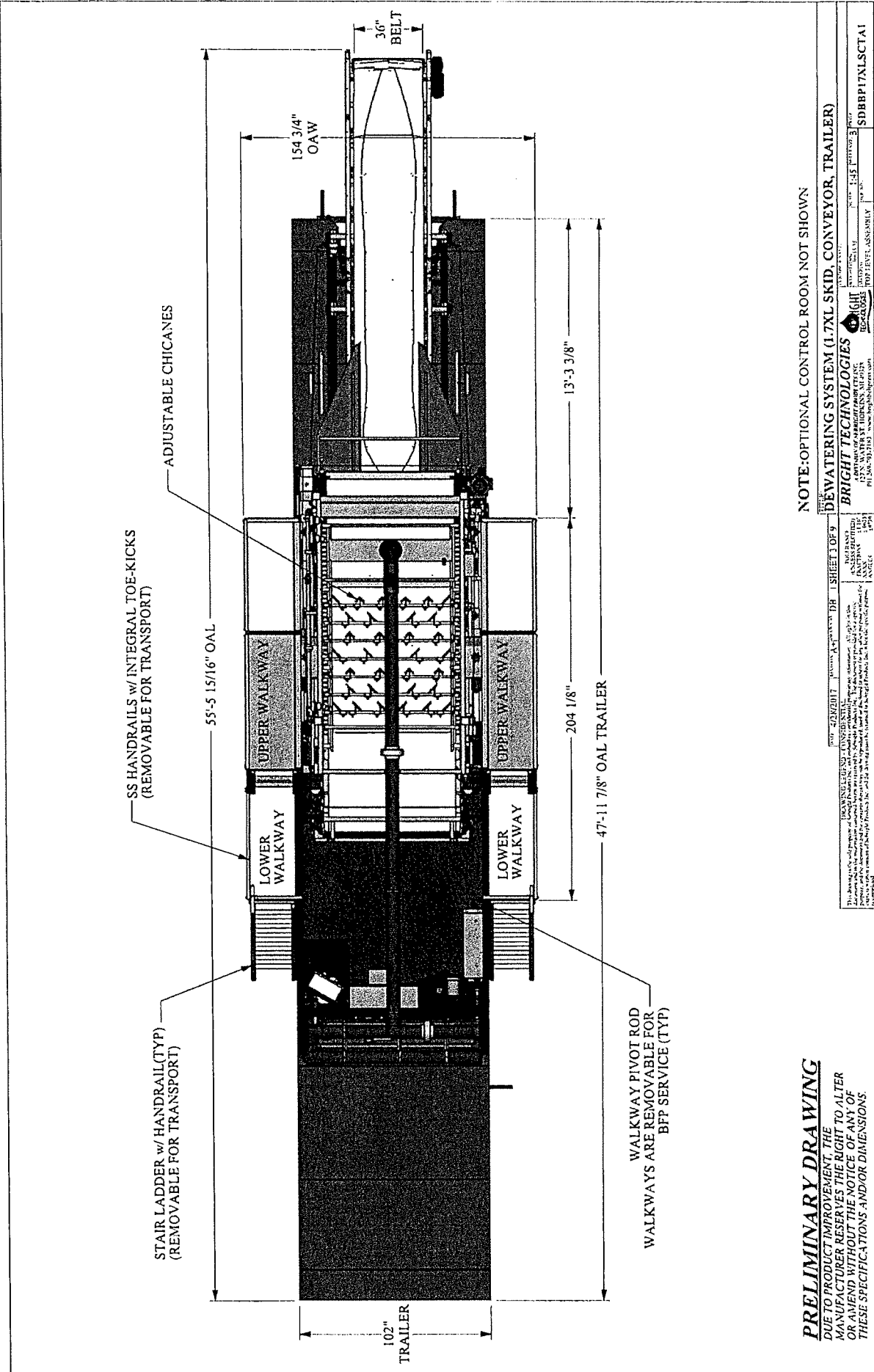
DATE: 6/3/2018
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 APPROVED BY: [REDACTED]



PRELIMINARY DRAWING
 DUE TO PRODUCT IMPROVEMENT, THE MANUFACTURER RESERVES THE RIGHT TO ALTER OR AMEND WITHOUT THE NOTICE OF ANY OF THESE SPECIFICATIONS AND/OR DIMENSIONS.

NOTE: OPTIONAL CONTROL ROOM NOT SHOWN
 DEWATERING SYSTEM (1.7XL SKID, CONVEYOR, TRAILER)

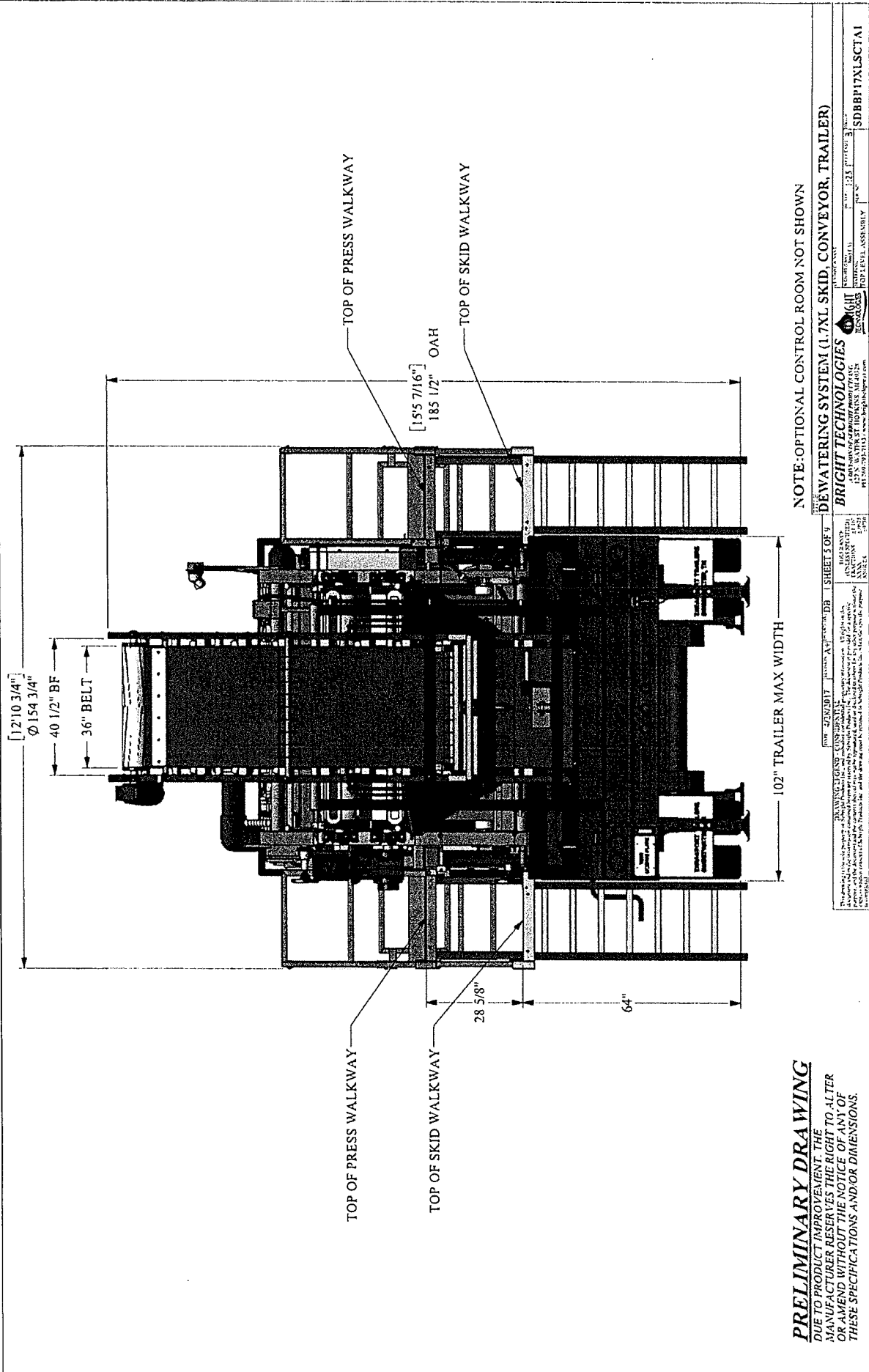
PROJECT NUMBER: DB	PROJECT NAME: DB	DATE: 11/11/11	SCALE: 1/8" = 1'-0"
DESIGNER: J. B. BRIGHT	CHECKED: J. B. BRIGHT	DATE: 11/11/11	SCALE: 1/8" = 1'-0"
BRIGHT TECHNOLOGIES A DIVISION OF WRIGHT POWER CORP. INC. 1000 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202-1000 PH: 303.752.5141 WWW.BRIGHTTECH.COM			
TITLE: DEWATERING SYSTEM (1.7XL SKID, CONVEYOR, TRAILER)			SHEET NO: 3 TOTAL SHEETS: 3
PROJECT: SDBBP17XLSCTAI			

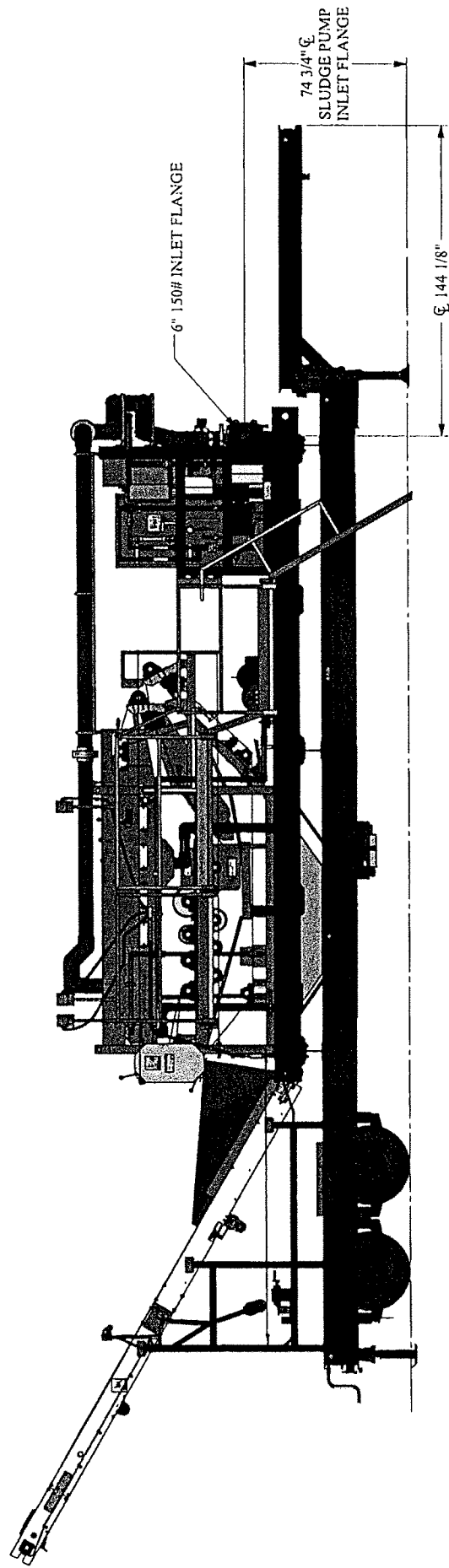


PRELIMINARY DRAWING
 DUE TO PRODUCT IMPROVEMENT, THE MANUFACTURER RESERVES THE RIGHT TO ALTER OR AMEND WITHOUT THE NOTICE OF ANY OF THESE SPECIFICATIONS AND/OR DIMENSIONS.

NOTE: OPTIONAL CONTROL ROOM NOT SHOWN
 DEWATERING SYSTEM (1-TXL SKID, CONVEYOR, TRAILER)

PROJECT: 4282017 - BROWN LUGGAGE CONVEYOR	DATE: 11/13/18	SCALE: 1:1	PROJECT NO: SDBBP1XLSCTAI
SHEET: 3 OF 9	REV: 1	DATE: 11/13/18	BY: [Signature]
BRIGHT TECHNOLOGIES 1400 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.733.1111 WWW.BRIGHTTECH.COM			



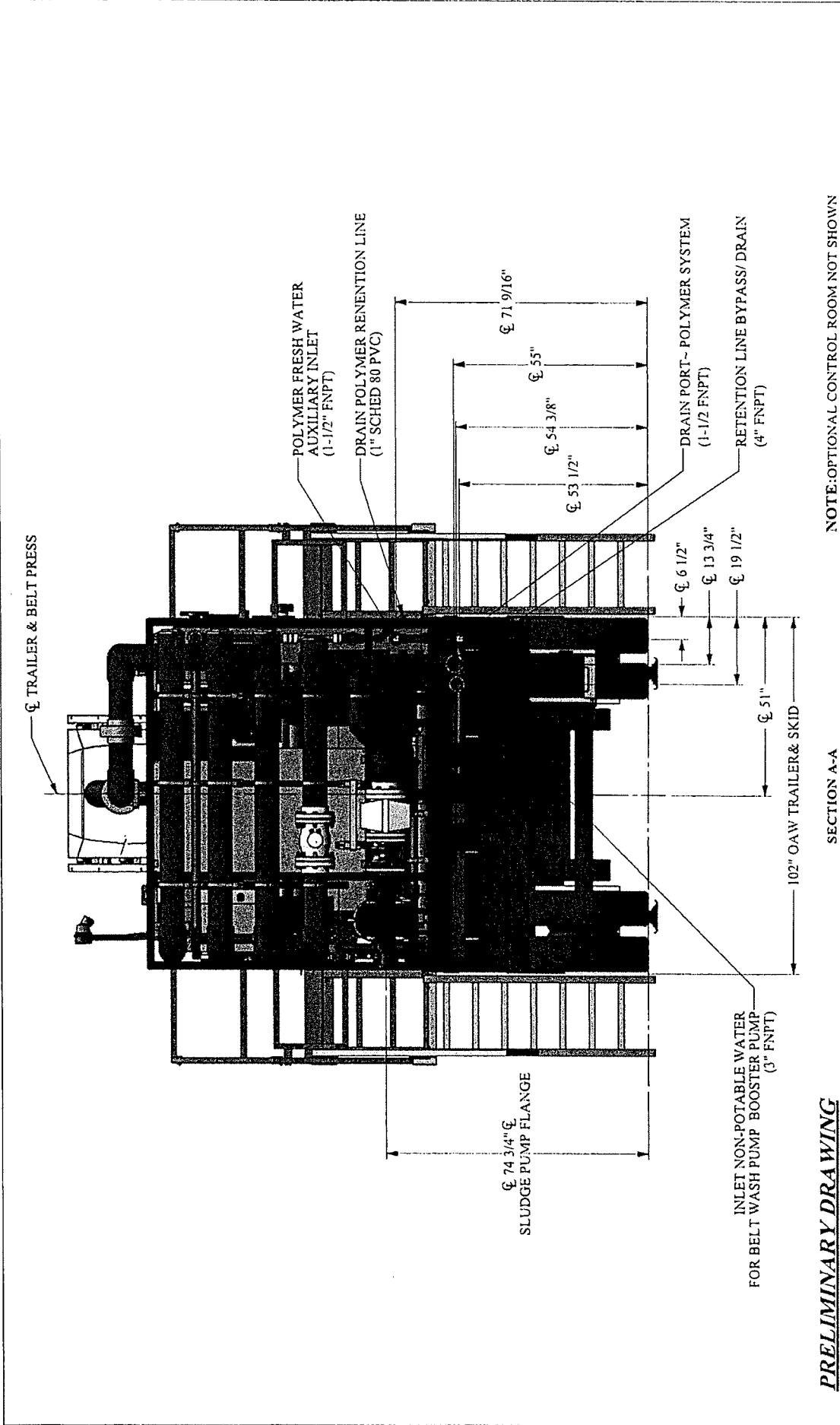


PRELIMINARY DRAWING
 DUE TO PRODUCT IMPROVEMENT, THE MANUFACTURER RESERVES THE RIGHT TO ALTER OR AMEND WITHOUT THE NOTICE OF ANY OF THESE SPECIFICATIONS AND/OR DIMENSIONS.

NOTE: OPTIONAL CONTROL ROOM NOT SHOWN

FOR 4200117 - 100000 A - 100000 DB 1 SHEET 6 OF 9
 DEWATERING SYSTEM (1.7XL SKID, CONVEYOR, TRAILER)
 BRIGHT TECHNOLOGIES
 1575 WALTER ST. IRVING, TX 75038
 TEL: 214-791-1151 WWW.BRIGHTTECH.COM

REV	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR FABRICATION
2	11/15/11	ISSUED FOR FABRICATION
3	11/15/11	ISSUED FOR FABRICATION



PRELIMINARY DRAWING
 DUE TO PRODUCT IMPROVEMENT, THE MANUFACTURER RESERVES THE RIGHT TO ALTER OR AMEND WITHOUT THE NOTICE OF ANY OF THESE SPECIFICATIONS AND/OR DIMENSIONS.

SECTION A-A

NOTE: OPTIONAL CONTROL ROOM NOT SHOWN

DEWATERING SYSTEM (1.7XL SKID, CONVEYOR, TRAILER)

BRIGHT TECHNOLOGIES
 A DIVISION OF WASHINGTON STATE UNIVERSITY
 11250 UNIVERSITY AVENUE, SUITE 1000
 BELLINGHAM, WA 98225-3000
 TEL: 360-738-7300 FAX: 360-738-7301
 WWW.BRIGHTTECHNOLOGIES.COM

PROJECT NO.: 12345
 DRAWING NO.: DB-1-SHEET 7 OF 9
 DATE: 4/23/2017
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES
 APPROVED BY: K. BROWN
 TITLE: DEWATERING SYSTEM (1.7XL SKID, CONVEYOR, TRAILER)

5DBRP17XLSCTAI

BELT FILTER PRESS

FOR SUPERIOR RESULTS*

WWTP Primary - Cake solids of up to 37%

Aerobic Digested - Cake Solids of up to 24% TS

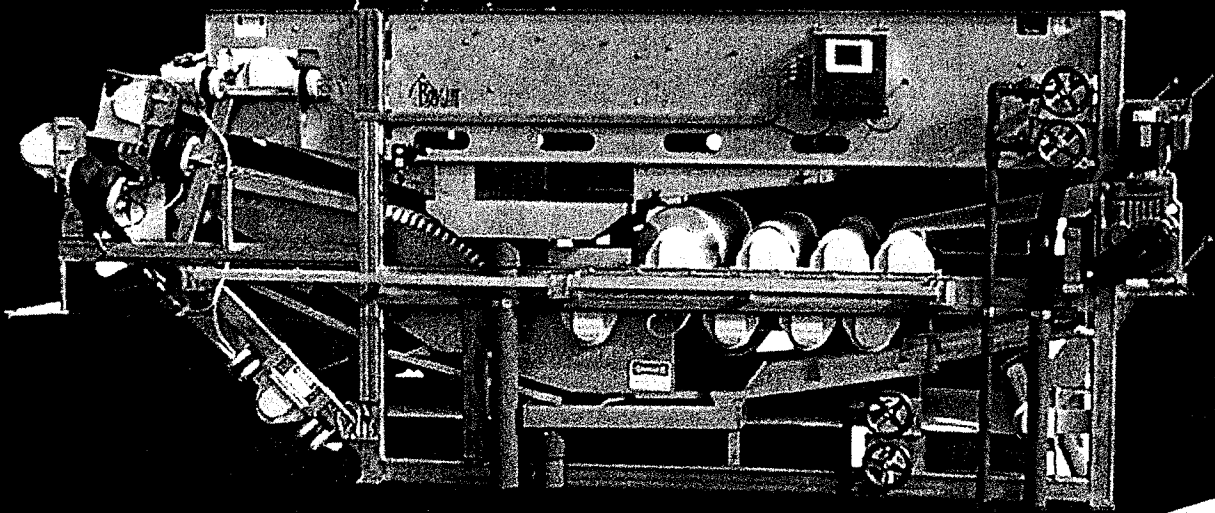
ATAD Process - Cake solids 30% @ 2,000 lbs./hr/meter

Lagoon Sludge - Solids loading of 2500 lbs./hr/meter producing 20% solids

Mineral Sludge - Cake solids of 50 -70% TS at rates of 6,000 lbs./hr/meter

Lime Treated Septage - Cake solids 47% @ 1,400 lbs./hr/meter

*While the above results have been attained with our belt filter press equipment, results may vary with the characteristics of the sludge and other process variables.



127 N. Water St. Hopkins, MI 49328

800-253-0532

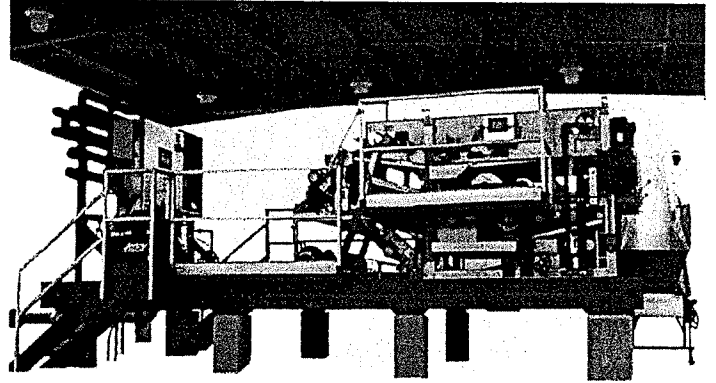
www.sebrightproducts.com



BELT FILTER PRESS

Bright Technologies Belt Filter Press

A modern design that includes (3) US Patents and many innovative features that provide high performance in a compact, high value package. Many competing products are based on 30 year old designs that do not utilize the filtration area effectively.

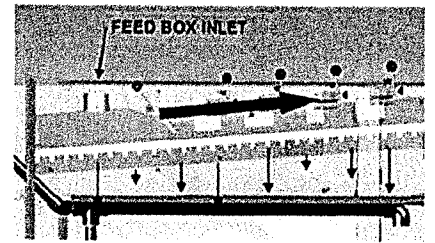


Features

- Stainless Steel Construction
- Inclined Gravity Section
- Patented Radius Wedge Section
- High Pressure Zone
- Patented Belt Tensioning and Steering
- Patented Drainage Roller
- State of the Art Controls

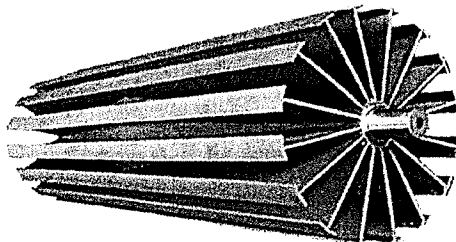
Gravity Section

The Inclined Gravity Deck features a 1/2" UHMW support bars on 2 1/2" centers designed to maximize drainage by breaking the surface tension and the use of capillary action. The moving belts, in contact with the support bars break the surface tension allowing the water to flow through the pores in the belt. As the water travels through the belt, it creates a vacuum effect on the top side of the belt, pulling in more water. This principle can be illustrated by touching the inside of a wet tent and causing it to leak. The incline of our gravity deck keeps liquids near our feed box and conveys solids out to increase zone retention time. These features make our gravity deck more effective per given unit of the belt area.



Radius Wedge

Our patented radius wedge section simulates a large diameter roll, which quickly brings the belts together to apply gentle pressure and better condition the sludge for the press section. The Typical straight wedge zone used by others, typically requires operator adjustment and does not apply any pressure over most of its surface area. Our radius design, also supports superior drainage by breaking lower belt surface tension with our radius support grid and does not require additional user adjustments.

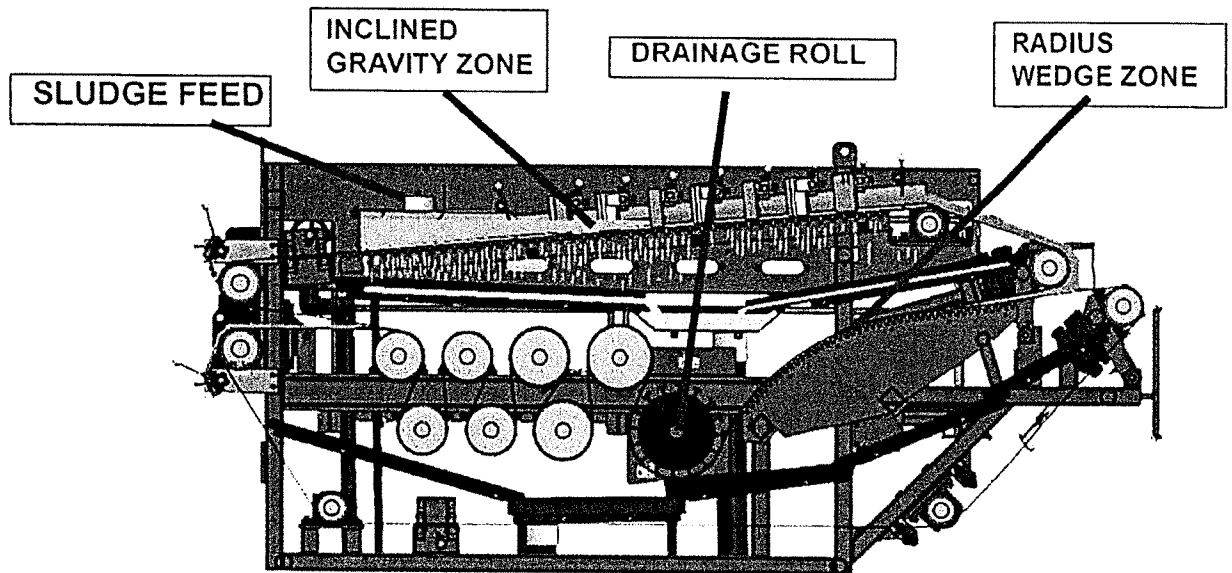


Drainage Roller

Our patented drainage roller is a large diameter fabricated roll that features 50% open area drainage. Unlike perforated rolls, which are typically 30-35% open area, our patented Wing Roll channels water to the outside of the roll and the roll rotates upward and washes the majority of any solids present out of the roll, so they do not impede drainage in subsequent operation. The Wing Roll is also easy to clean at the end of the day's operation, unlike perforated rolls, which stubbornly retain solids buildup inside the roll leading to diminished dewatering capacity and odors.

Bright Technologies Belt Filter Press

Our belt press is designed with long term value and ease of operation in mind. Stainless steel frame and roller construction are standard. An Allen Bradley touch screen and PLC integrate the press and support equipment so that unattended operation and integration into SCADA systems are easily accomplished. The optional press mounted operator walkways and handrails are easily removed for press maintenance and allow the operator good visibility of the process.



High Pressure Zone

Our presses feature eight pressure rolls that have four decreases in roll diameter, which allow for greater pressure to be applied to the sludge cake.

Stainless Steel Construction

Stainless steel frame and roll construction is standard on all Bright Technologies Belt Filter Presses

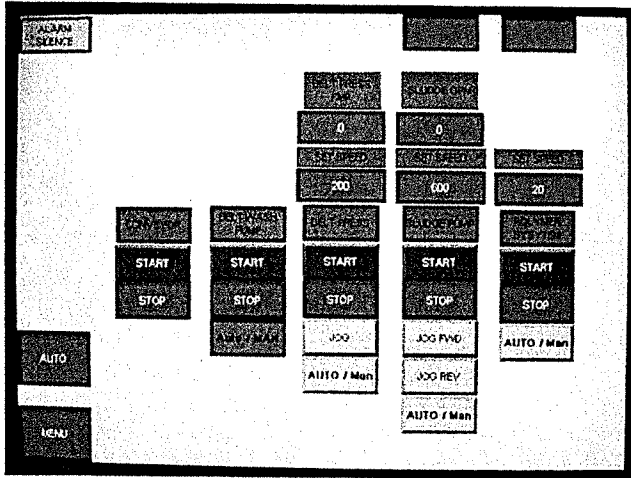
Pneumatic Bellows

The Belt Tension and steering is accomplished by pneumatic bellow assemblies. These bellows are not subject to "freeze up" from corrosion as may happen with pneumatic cylinders. Further, with the bellows design there is no concern of a leaking hydraulic system.

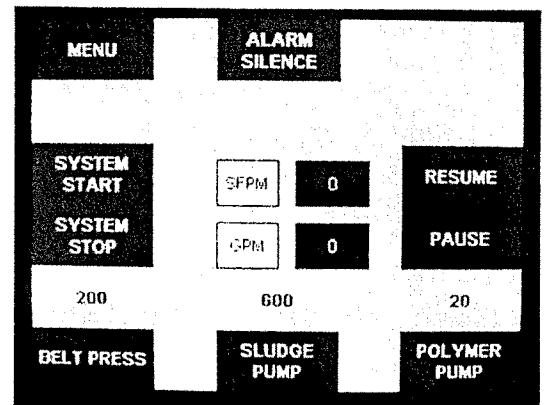
Belt Steering

The belt steering is accomplished by a patented belt following assembly that utilizes solid state stainless steel proximity sensors. These sensors activate pneumatic valves that are protected from the environment by a NEMA 4X cabinet. The sensors for Belt Steering, Belt Off Track, and Belt Breakage are identical and easily replaced. The accuracy of our belt steering allows us to have more usable gravity zone width than many other designs.

State of the Art Controls



Main Touch Screen



Belt Press Mounted HMI

NEMA 4X Control Enclosures Standard

Allen Bradley PLC, Touch Screen, VFD's, BFP HMI and Motor Starters

Ethernet communication included, aids in remote operation and SCADA integration

Belt Press Mounted Operators Station (a monochrome HMI on the belt press which allows the operator to view the gravity deck and make adjustments to the system)

Adjustable feed high probe, automatically pauses the sludge pump and polymer upon high sludge level at the gravity deck. Resumes operation after low level.

Easily expandable control system, the PLC and Touch Screen can be programmed to control more ancillary equipment without adding push buttons and pilot lights etc.

Alarm and system timers are adjustable by the Operator via the touch screen and belt press mounted remote

Alarm History - review the past alarms with time/date stamp via touch screen

Auto / Manual selection of all ancillary equipment by the operator - each piece can be started individually for maintenance

Hour meters for all equipment built into the touch screen for maintenance purposes

All external devices are 24 VDC for Operator Safety

Belt speed displayed in FPM and Percent of Maximum pump speed

Sludge flow G.P.M., gallons processed and resettable gallons processed are displayed on the touch screen with an optional flow meter

7.

File Attachments for Item:

7. Amendment 4 CDBG Grant

Recommended Action: Review and motion to approve Amendment 4.

CITY COUNCIL AGENDA ITEM REPORT

Council Meeting Date: 2-22-2022

Agenda Item Number: _____

Originator: Kayleen Parup

Title: Clerk/Treasurer

Discussion Action Required

Department: Admin

Old Business New Business Resolution Ordinance Public Hearing

Subject: Quarry Pool Renovation Project

Comments: Amendment No. 4
CDBG Agreement Amendment

Staff Recommendation: Council to review and approve.

**THE CDBG PROGRAM DEVELOPMENT PROJECT AGREEMENT
BETWEEN "THURSTON COUNTY" AND "CITY OF TENINO"- FOR
TENINO QUARRY POOL RENOVATION PROJECT**

AMENDMENT NO. 4

This **CDBG AGREEMENT AMENDMENT** is made and entered into between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive SW, Olympia, Washington 98502, hereinafter "**COUNTY**," and **CITY OF TENINO**, hereinafter referred to as "**SUBRECIPIENT**", located at P.O. Box 4019, Tenino, WA 98589.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Agreement, executed on 11 July, 2018, shall be amended as follows:

1. PERIOD OF PERFORMANCE

The period of performance for this AGREEMENT begins **11 JULY, 2018** and ends **1 SEPTEMBER, 2022**. The COUNTY reserves the right to extend this AGREEMENT for additional periods. The decision to extend this AGREEMENT is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the SUBRECIPIENT during the period specified in this AGREEMENT. Notification of intent to contract for additional periods with the SUBRECIPIENT will occur prior to the expiration of this AGREEMENT.

EXHIBIT B: SCOPE OF WORK

1. SCOPE

The intent of this AGREEMENT is to provide partial financial support for TENINO QUARRY POOL RENOVATION Project, as described in the SUBRECIPIENT's funding application and as amended through this CDBG Agreement Amendment.

The SUBRECIPIENT will renovate the Tenino Quarry Pool, a public facility, in two phases to make safety and operational efficiency improvements.

Phase 1 improvements will include the replacement of the existing, failing retaining wall separating the deep and shallow ends of the pool and refinishing the pool's surface with materials that are appropriate for the conditions of the quarry pool and environment.

Phase 2 will include improving the splash pad area near the entry of the pool and adding more water features.

This agreement covers Phase 1 costs only.

Task	Estimated Completion Date
Environmental Review	May 2018
Architectural design completed	Feb. 2021
Bid opening for construction contractor	July 2021
Bid closing for construction contractor	Aug. 2021
Contractor under contract	Dec 1, 2021
Construction begins	Feb. 1, 2022
Construction completed	Aug. 1, 2022
Monthly Progress Reports	Monthly
Invoices	Monthly by the 15 th of the month until completion
Project Close-Out	Sept. 1, 2022

EXHIBIT C: COMPENSATION AND FINANCIAL REQUIREMENTS

1. COMPENSATION

in consideration of the mutual promises given and the benefit to be derived from this AGREEMENT, the COUNTY agrees to provide CDBG funds in the amount of \$215,707 (TWO HUNDRED FIFTEEN THOUSAND, SEVEN HUNDRED SEVEN DOLLARS), to accomplish the scope of services described in Exhibit B, Scope of Work. The project budget and financial requirements are provided below

Eligible Categories	CDBG Award	City of Tenino	Project Total
Permits	<1,115.35>		<1,115.35>
Architecture & Engineering	\$27,000	\$15,500	\$42,500
NEPA Review/Phase I		\$2,500	\$2,500
Construction	\$187,591.65	\$37,428.35	\$225,020
Site Clean Up		\$1,000	\$1,000
Construction Contingency		\$30,000	\$30,000
Total (Including Applicable Sales Tax)	\$215,707	\$86,428.35	\$302,135.35

This amendment is made upon the following conditions:

- Subrecipient will submit monthly invoices for payment once construction commences.
- The project will be completed no later than August 1, 2022 and closed out by September 1, 2022.

If any of the above conditions are not met Thurston County may choose, as referenced in Section 17 of the Subrecipient Agreement, to terminate the Subrecipient Agreement and require the Subrecipient to repay any funds drawn as of the termination date as well as forfeit any undrawn funds.

Executed in duplicate original this _____ day of _____, 2022.

CITY OF TENINO

THURSTON COUNTY

For the Board of County Commissioners
Thurston County, Washington

Wayne Fournier, Mayor
(Authorized Representative)

Ramiro Chavez, PE, PgMP
Thurston County Manager, Interim
Director for

APPROVED AS TO FORM:
SCOTT CUSHING

August, 2013

Deputy Prosecuting Attorney

File Attachments for Item:**8. Resolution 2022-03**

As part of the exchange of property proposal, the City Council needs to declare 1137 Washington Ave E surplus to the City's needs. Attached is a resolution of the Council that does that. Once the resolution is passed, the city is authorized to enter into the Property Exchange Agreement involving that property.

Recommended Action: Review the passage of the attached resolution declaring 1137 Washington Ave E surplus to the city's needs and to authorize the Mayor to sign it.

CITY COUNCIL AGENDA STAFF REPORT

Council Meeting Date: 2/22/2022

Agenda Item Number: _____

Originator: Rick Hughes

Title: City Attorney

Discussion Action Required

Department: Legal

Old Business New Business Resolution Ordinance Public Hearing

Subject: Resolution declaring city owned property surplus to city needs.

Comments: As part of the exchange of property proposal, the city council needs to declare 1137 Washington Ave E surplus to the City's needs. Attached is a resolution of the council that does that. Once the resolution is passed, the city is authorized to enter into the Property Exchange agreement involving that property.

Staff Recommendation:
Move to authorize: the passage of the attached resolution declaring 1137 Washington Ave E surplus to the city's needs and to authorize the Mayor to sign it.

File Attachments for Item:

10. Resolution 2022-03

A Resolution of the city council of the City of Tenino declaring certain city owned property surplus to the needs of the city.

Recommended Action: Review and motion to approve Resolution 2022-03

RESOLUTION No. 2022-03

A Resolution of the city council of the City of Tenino declaring certain city owned property surplus to the needs of the city.

Whereas, the City of Tenino owns the following described property:

Section 20 Township 16 Range 1W Quarter NW SW Plat
RAGLESSS FIRST ADDITION TO TENINO BLK E LT 2 Document
004/017

And

Whereas, said property is surplus to the needs of the City of Tenino and fulfills no municipal purpose, and

Whereas, the city council wishes to declare the property surplus to its needs so the city can exchange it for the property which is helpful to the city.

THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AND DECLARES that the above described property is surplus to the needs of the City of Tenino.

Dated this ____ day of February, 2022

Wayne Fournier, Mayor

ATTEST:

APPROVED AS TO FORM:

Kayleen Canup, Clerk/Treasurer

Richard L. Hughes, City Attorney

File Attachments for Item:

11. Ordinance 904 Amendment on ARCH Commission

Recommended Action: Review and motion to approve Amended Ordinance 904.

CITY COUNCIL AGENDA ITEM REPORT

Council Meeting Date: 2-22-2022

Agenda Item Number: _____

Originator: Kayleen Camp
Title: CT

Discussion Action Required

Department: Admin.

Old Business New Business Resolution Ordinance Public Hearing

Subject: Ordinance 904 Amendment

Comments:
Ordinance 923 Amending Chapter 2.70, Arts, Culture, and History (ARCH) Commission.

Staff Recommendation:
Council to review and make a motion.
1st Reading.

**ORDINANCE 923
AN ORDINANCE OF THE CITY OF TENINO, WASHINGTON, AMENDING
CHAPTER 2.70, ARTS, CULTURE, AND HISTORY (ARCH)
COMMISSION.**

WHEREAS, Ordinance 904 adding Chapter 2.70, Arts, Culture, and History (ARCH) Commission to the Tenino Municipal Code was adopted by the Tenino City Council on July 23rd, 2019; and

WHEREAS, the City hasn't revised Ordinance 904 since it was adopted and understands that amendments need to be made; and

WHEREAS, the City has received certification by the State of Washington ARTS Commission as a "Certified Creative District" for the purposes of funding.

NOW THEREFORE, the City Council of the City of Tenino, Washington, do ordain as follows:

Section I. It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Tenino, Washington, and the section of the code and this ordinance may be renumbered to accomplish that intention.

Section II. An amendment to chapter, numbered 2.70, and titled "Arts, Culture, and History (ARCH) Commission," shall be amended to the Tenino Municipal Code as more fully described in Exhibit A attached hereto, made part hereof, and incorporated herein by reference.

ADOPTED and PASSED by the Tenino City Council this _____ day of _____ 2022.

Wayne Fournier, Mayor

Attest:

Approved as to Form:

Kayleen Canup, Clerk/Treasurer

Richard L. Hughes, City Attorney

EXHIBIT A TO ORDINANCE 923

Chapter 2.70

Arts, Recreation, Culture, and History (ARCH) Commission

2.70.005 — Established.

There is hereby established a Commission to be known as the "Arts, Recreation, Culture, and History Commission (ARCH Commission, or simply "Commission"). The Commission shall be an advisory Commission to the Tenino City Council and the Mayor and shall be considered part of the City's Executive Branch. It shall be the purpose of the Commission to propose the ways and means of integrating the areas of The Arts, Recreation, Culture, and History into the City's Comprehensive Plan, and all other Economic Development plans and efforts of the City, and to advise the Mayor and City Council on matters concerning the Arts, Recreation, Culture, and History.

2.70.10 — Composition, Status, and Term.

- A. The Commission shall consist of five members, to be appointed by the Mayor. Such appointment shall not be subject to confirmation by the City Council.
- B. Commissioners shall serve without remuneration of any sort, except the reimbursement of authorized expenses.
- C. The Commissioners shall fill positions that shall be numbered from 1 to 5.
- D. The term of service shall be for four years. Initially, however, the odd-numbered Commissioners shall serve only a two-year term in order to ensure continuity. The two Commissioners who will serve "short terms" shall be as a result of drawing lots; the two shortest lots shall fill the odd-numbered positions. Thereafter, Commissioners shall be appointed or reappointed according to the schedule set forth in 2.070.020 below.
- E. In the event a vacancy occurs prior to the expiration of an existing term, the Mayor shall appoint a qualified applicant to serve the remainder of the term so vacated and the position so filled will be subject to appointment or reappointment according to the schedule set forth in 2.070.020 below.

2.70.015 — Requirements to serve.

No person shall serve as a Commissioner unless they shall be a resident of the Tenino School District, have attained the age of legal majority, have graduated high school or its equivalent, and able to effectively communicate in English.

EXHIBIT A TO ORDINANCE 923

2.70.020 - Officers.

A. Chairperson. The Commissioners shall elect from amongst themselves a Chairperson during the first meeting of the Commission, and during the October meeting in every odd-numbered year thereafter. The Chair shall have a vote.

~~B. Clerk. The commissioners shall elect from amongst themselves a Clerk during the first meeting of the Commission, and during the October meeting in every even-numbered year thereafter. The Clerk shall have a vote.~~

B. Chair Pro Tempore. Whenever the Chairperson is unable to attend a scheduled meeting, the commissioners shall elect from amongst the commissioner's then present a Chair Pro Tempore to preside over the meeting. The Chair Pro Tempore shall have a vote.

2.70.025 — Meetings.

The ARCH Commission shall meet at the call of the Chairperson, or a minimum of twice each year on the 3rd Thursday in April and October.

2.70.030 — Quorum.

A quorum shall consist of three members. No action shall be taken without a quorum being present. In the event there is not a quorum, the Commissioners then present may decide amongst themselves to continue the meeting and may deliberate upon any matter they wish, including items on the proposed agenda, but may not vote.

2.70.035 — Conduct of Meetings.

A. Roberts Rules of Order, as it currently exists or may hereafter be amended, shall be the Commission's rules for the conduct of meetings.

B. Meetings of the ARCH Commission are Open Public Meetings and must adhere to all the requirements for such in accordance with State law.

2.70.040 — Voting.

A. A simple majority shall be required for the passage of any motion.

B. In the event of a tie vote, the issue shall be tabled until such time as the full Commission is in attendance and the matter can be brought up for a vote by the full Commission.

EXHIBIT A TO ORDINANCE 923

2.70.045 — Public Participation.

- A. The City has a policy of open government, and every meeting of the Commission shall afford any member of the public an opportunity to speak during a "Public Comment Period."
- B. The Commission shall not deliberate upon any issue raised by a member of the public during the current meeting. The Commission may, however, decide to include such issue as an agenda item in a future meeting. In such a circumstance, the Commission should inquire if the member of the public who raised the issue would like to make a full presentation to the Commission on a future date.
- C. While public participation is highly encouraged, such participation must remain respectful in all ways. Any member of the public who becomes disruptive shall be warned by the Chair that if they cannot comport themselves in a respectful manner, they shall be asked to leave. Any member of the public who is asked to leave by the Chair shall be removed by a member of the Tenino Police Department if necessary to continue the current meeting.

2.70.050 — Staff.

- A. The City of Tenino shall provide a member of the ~~full-time~~ City Staff as and for the administrative support to the Commission. The City, in its sole discretion, may appoint an existing staff member to these duties, or may provide such staff member by contract.
- B. The purpose of the Staff Member shall be to carry forward the work of the Commission between meetings of the Commission. The minimum duties that shall be performed by the Staff Member are:
1. Preparation and publication of meeting agendas.
 2. Recording and publishing the minutes of each meeting.
 3. Providing input to the preparation of the Commission's budget and executing such budget, once approved by the City Council.
 4. Liaison between the Commission and all other elements of the City and with external organizations that support the City's goals and objectives.
 5. Once approved by the Tenino City Council, implement the Commission's proposals for the integration of the Arts, Recreation, Culture, and History into the City's Comprehensive Plan and any other plans or programs the City may have related to the purpose of the ARCH Commission.

EXHIBIT A TO ORDINANCE 923**2.70.055 — Budget.**

- A. The City Council shall fix by Ordinance the Commission's funding level for each fiscal year.
- B. The assigned Staff Member shall participate in the City's budget development process as would any other department. For budgeting purposes, the ARCH Commission shall be considered a part of Community Planning and Economic Development.
- C. Budget development and execution of the budget once adopted by the City Council shall be in accordance with the City of Tenino Financial Policies Manual as it currently exists or as may be amended from time to time.