

Televised Live and Streamed at the link below:

<https://reflect-midvalley.cablecast.tv/CablecastPublicSite/?channel=2>

1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. RCW 42.17A.555 prohibits government agencies from allowing the use of public facilities, directly or indirectly, for campaign purposes. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern and state your name for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. Consent Agenda

All matters on the consent agenda have been provided to each Councilmember for review and are considered to be routine or have been previously discussed and will be adopted by one motion and vote without discussion. However, if a Councilmember desires, any item on this agenda will be discussed before any action is taken on it.

- a. [Approve Minutes of the April 28, 2025, Regular Meeting.](#)
- b. [Approve Minutes of the May 5, 2025, Study Session.](#)
- c. [Approve Payroll Check Numbers 37022 through 37028, 37106 through 37108, Electronic Transfers DFT81 through DFT86 and DFT59 in the total amount of \\$189,328.99 dated May 7, 2025.](#)
- d. [Approve Claim Checks Numbers 37017 through 37105 and DFT79-DFT80 in the total amount of \\$430,591.11 dated May 12, 2025, and void check NR37029.](#)

5. New Business

- a. [AB 25-038: \[Proposed\] Resolution 2025-29, Approve Agreement with Repaint Remedies for the Toppenish Municipal Swimming Pool Repairing and Resurfacing Project.](#)
- b. [AB 25-039: \[Proposed\] Resolution 2025-30, Amending Contract 090329-TTI with Tyler Technologies Inc.](#)
- c. [AB 25-040: \[Proposed\] Resolution 2025-31, Approving Recommendation of Selection for Wastewater Treatment Plant Indirect Biosolids Dryer System - Engineering and Construction Administration Services.](#)
- d. [AB 25-041: \[Proposed\] Resolution 2025-32, Accepting HLA Task Order 2025-03 for Rentschler Lane Improvements Design Work.](#)

6. Council Meeting Reports and Community Announcements

7. Interview Council Candidates

8. Executive Session

Purpose: To evaluate the qualifications of candidates for appointment to fill the City Council vacancy [RCW 42.30.110(1)(h)]

Time: 15 minutes

Action: Anticipated action

9. Select New Councilmember by Majority Roll-Call Vote

10. City Clerk to Administer Oath of Office

11. Adjournment

Next Regular Council Meeting Will Be Held on May 27, 2025

City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

**TOPPENISH CITY COUNCIL
Regular Meeting Minutes
April 28, 2025**

Mayor Saavedra called the meeting to order at 7:00 p.m.

ROLL CALL

Attendees: Mayor Elpidia Saavedra and Councilmembers Naila Prieto Duval, George Garcia, Josh Garza, and Cristian Sanchez
Absent: Mayor Pro Tem Loren Belton
Staff: City Manager Dan Ford, City Attorney Daniel B. Heid, Public Safety Director Joseph Mehline, Budget and Finance Director Adam Vaughn, Public Works Supervisor Daniel Musgrave, IT Services Manager Van Donley, City Clerk Heidi Riojas, and Communications Manager Sean Davido

City Clerk Riojas conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra and Councilmembers Prieto Duval, Garcia, Garza, and Sanchez responded their attendance during roll call. Mayor Pro Tem Belton was not present at the meeting.

APPROVE AGENDA

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to approve the April 28, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENT

The City Council received no comments from the public during the meeting.

CONSENT AGENDA

Councilmember Garza moved, seconded by Councilmember Garcia to approve Consent Agenda items a through c:

- a. Approve Minutes of the April 14, 2025, Regular Meeting
- b. Approve Payroll Checks Numbers 36955 through 36967, Electronic Transfers EFTPR3479 through EFTPR3481, Bank Drafts DFT64 through DFT68 and Bank Drafts DFT71 through DFT73 in the total amount of \$293,373.34
- c. Approve Claims Checks numbers 100541 through 100545, 36968 through 37016, bank drafts DFT 47, DFT61 through DFT63, and DFT76 in the total amount of \$236,145.45 and void checks 100503, 100515, 100516, 100522, and 100531

Motion carried unanimously.

NEW BUSINESS

Resolution 2025-24: A Resolution Authorizing the Development and Adoption of A Public Participation Plan for the Comprehensive Plans Climate Element for the City of Toppenish, Washington.

Councilmember Garza moved, seconded by Councilmember Prieto Duval to approve Resolution 2025-24. Motion carried unanimously.

Resolution 2025-25: A Resolution Approving Interlocal Agreement Between the City of Sunnyside, Washington and the City of Toppenish, Washington, for the Housing of Inmates.

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to approve Resolution 2025-25. Motion carried unanimously.

Resolution 2025-26: A Resolution of the City Council of the City of Toppenish, Washington, Approving the Interlocal Agreement for Dispatch Services Between the City of Yakima (Coy) and the City of Toppenish Public Safety Division of Police and Fire.

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to approve Resolution 2025-26. Motion carried unanimously.

Resolution 2025-27: A Resolution Approving Change Order No. 1 for the Jackson Street and Juniper Street Water System Improvements Project.

Councilmember Garza moved, seconded by Councilmember Garcia to approve Resolution 2025-27. Motion carried unanimously.

Resolution 2025-28: A Resolution Approving the Recommendation of Award for Wastewater Treatment Plant Indirect Biosolids Dryer System – Equipment Only Project.

Councilmember Prieto Duval moved, seconded by Councilmember Garza to approve Resolution 2025-28. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

The City Councilmembers provided reports of their activities since the last meeting and community announcements.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:51 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

**TOPPENISH CITY COUNCIL
Study Session Minutes
May 5, 2025**

CALL TO ORDER

Mayor Saavedra called the meeting to order at 5:00 p.m.

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton, and Councilmembers Naila Prieto Duval, George Garcia, Josh Garza, and Cristian Sanchez
Staff: City Manager Dan Ford (CM Ford), City Attorney Daniel Heid, Budget and Finance Director Adam Vaughn, (FD Vaughn), Public Safety Director Joseph Mehline, Community and Economic Development Director Andrew Hattori (CED Hattori), Information Technology Services Manager Van Donley, and City Clerk Heidi Riojas

City Clerk Riojas conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Belton, and Councilmembers Prieto Duval, Garcia, Garza, and Sanchez responded their attendance during roll call.

APPROVE AGENDA

Councilmember Garza moved, seconded by Councilmember Garcia to approve the May 5, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENT

The City Council received no comments from the public during the meeting.

PUBLIC COMMENTS UPDATE

CM Ford updated Council on the public comments received in April 2025, regarding community safety and street concerns.

DISCUSSION

Discussion on Creation of TMC Chapter 16.22 Boundary Line Adjustments.

CED Hattori presented Council with an overview of the proposed new Toppenish Municipal Code Chapter 16.22 for Boundary Line Adjustments. He explained that the purpose of a boundary line adjustment is to modify property lines between two properties. CED Hattori noted that the Planning Commission discussed the proposed code language during its March 19, 2025, meeting and recommended that it be forwarded to Council for adoption.

Discussion on Creation of TMC Chapter 17.44 Home Occupancy Businesses.

CED Hattori presented Council with an overview of the proposed updates for Toppenish Municipal Code Chapter 17.44 for Home Occupancy Businesses. He noted that the intent of relocating and revising the chapter is to clarify the requirements for operating home occupation businesses. CED Hattori stated that the Planning Commission will continue its discussion on the proposed chapter during its May 21, 2025, meeting.

Discussion on Creation of TMC Section 15.01.055 Unpermitted Work Fees.

CED Hattori presented Council with an overview of the proposed new Toppenish Municipal Code Section 15.01.055 for Unpermitted Work Fees. He explained that the intent of the new section is to support the permitting process by promoting compliance with building, fire, planning and life safety code requirements. CED Hattori noted that this presentation provides Council with an opportunity to review the proposed draft code amendment that is still under discussion with the Planning Commission prior to formal recommendation for Council to adoption.

EXECUTIVE SESSION

At 5:53 p.m., Mayor Saavedra called for the Council to go into Executive Session for the purpose of evaluating the qualifications of candidates for appointment to elective office pursuant to RCW 42.30.110(1)(h). The approximate time for the Executive Session is 15 minutes with anticipated action.

At 5:55 p.m., Council started its Executive Session after all the members of the public left the chambers.

At 6:10 p.m., Mayor Saavedra reconvened the regular session back to order.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to invite all three candidates to the May 12, 2025, meeting for the interview process of the open position on the Council. Motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:12 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 4/16-4/30, 2025

Description	Payment Type	Payment Number	Amount
ACH Payroll 4/16-4/30, 2025	Bank Draft	ACH Payroll	\$117,312.54
C. Sanchez	Regular	37022	\$242.76
Benefits Only	Regular	37023-37028	\$0.00
Internal Revenue Service (EFT)	Bank Draft	DFT0000059	\$6.30
Toppenish Police Officer Association	Regular	37106	\$808.50
Treasurer IAFF #2328	Regular	37107	\$407.50
United Way Of Yakima Co.	Regular	37108	\$3.00
Washington St Support Registry (EFT)	Bank Draft	DFT0000081	\$150.00
MissionSquare (EFT)	Bank Draft	DFT0000082	\$6,132.98
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000083	\$1,898.28
Dept of Retirement Systems (EFT)	Bank Draft	DFT0000084	\$24,015.07
Internal Revenue Service (EFT)	Bank Draft	DFT0000085	\$37,968.52
Aflac (EFT)	Bank Draft	DFT0000086	\$383.54
Grand Total			\$189,328.99

Payroll Checks

Payroll Checks 37022-37028 & 37106-37108 and Electronic Transfers DFT81-DFT86 & DFT59.

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Adam Vaughn, Finance Director

May 9, 2025

Date



City of Toppenish, WA

Section 4, Item d.

Check Report

By Check Number

Date Range: 04/28/2025 - 05/12/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Claims-AP Claims						
10645	Department of Ecology Cashiering Unit	04/28/2025	Regular	0.00	55,411.97	37017
10396	Castaneda, Ryan	05/01/2025	Regular	0.00	469.00	37018
10834	Finley, Linda	05/01/2025	Regular	0.00	174.00	37019
11754	Ozzy Asbell	05/01/2025	Regular	0.00	469.00	37020
11368	LEAF Capital Funding LLC	05/01/2025	Regular	0.00	4,265.34	37021
12664	Tyler Technologies Inc.	05/07/2025	Regular	0.00	-0.01	NR37029
12664	Tyler Technologies Inc.	05/07/2025	Regular	0.00	0.01	37029
13099	Abadan Tri Cities	05/12/2025	Regular	0.00	267.84	37030
10067	Alba Enterprises	05/12/2025	Regular	0.00	200.00	37031
10099	Amazon Capital Services	05/12/2025	Regular	0.00	454.01	37032
10120	Anatek Labs, Inc.	05/12/2025	Regular	0.00	1,435.00	37033
13120	Arvel & Norma Eshelman	05/12/2025	Regular	0.00	0.09	37034
13114	Ascent Foundation & More, LLC	05/12/2025	Regular	0.00	39,962.48	37035
13123	Blaze Plan Review	05/12/2025	Regular	0.00	150.00	37036
10325	Budget Septic LLC	05/12/2025	Regular	0.00	2,563.41	37037
314273475	CenturyLink	05/12/2025	Regular	0.00	2,518.26	37038
13104	CenturyLink - Lumen	05/12/2025	Regular	0.00	1,265.66	37039
10445	Charter Communications	05/12/2025	Regular	0.00	1,482.25	37040
10456	Cintas Corporation #605	05/12/2025	Regular	0.00	912.95	37041
10468	City of Toppenish	05/12/2025	Regular	0.00	2,727.16	37042
13100	CKJT Architects, pllc	05/12/2025	Regular	0.00	14,202.00	37043
10487	Coastal Farm and Home Supply	05/12/2025	Regular	0.00	337.88	37044
10506	Columbia Cleaners	05/12/2025	Regular	0.00	161.82	37045
10542	Corporate Billing, LLC	05/12/2025	Regular	0.00	86.35	37046
10610	Dale Northrup	05/12/2025	Regular	0.00	28.75	37047
13121	Dave Meyers	05/12/2025	Regular	0.00	450.00	37048
10644	Department of Commerce	05/12/2025	Regular	0.00	41,251.74	37049
10646	Department of Enterprise Services	05/12/2025	Regular	0.00	400.00	37050
10648	Department of Licensing	05/12/2025	Regular	0.00	39.00	37051
10649	Department of Retirement Systems	05/12/2025	Regular	0.00	25.00	37052
10663	DeVries Business Records Management, Inc.	05/12/2025	Regular	0.00	37.29	37053
10728	EarthCam, Inc.	05/12/2025	Regular	0.00	375.00	37054
10817	Federal Express Corporation	05/12/2025	Regular	0.00	8.01	37055
10838	Fire Protection Publications	05/12/2025	Regular	0.00	198.74	37056
10886	Galls, Inc.	05/12/2025	Regular	0.00	279.39	37057
10624	Gordon Thomas Honeywell Government	05/12/2025	Regular	0.00	3,000.00	37058
11007	Gray & Osborne, Inc.	05/12/2025	Regular	0.00	1,464.88	37059
11039	H.D. Fowler Co., Inc.	05/12/2025	Regular	0.00	6,948.75	37060
11087	HLA Engineering and Land Surveying, Inc.	05/12/2025	Regular	0.00	98,975.29	37061
11108	Howard's Tire Factory Inc	05/12/2025	Regular	0.00	2,960.56	37062
11135	Ideal Lumber & Hardware, Inc.	05/12/2025	Regular	0.00	964.21	37063
11156	Intermedia.net Inc.	05/12/2025	Regular	0.00	145.28	37064
11157	Intermountain Cleaning Service, Inc.	05/12/2025	Regular	0.00	10,424.23	37065
11206	James Andrews	05/12/2025	Regular	0.00	3,000.00	37066
11238	Johnson Controls Security Solutions LLC	05/12/2025	Regular	0.00	2,160.69	37067
11336	Lab Test	05/12/2025	Regular	0.00	475.00	37068
11501	Masters Telecom LLC	05/12/2025	Regular	0.00	17.10	37069
11561	Miller & Team Heating & AC	05/12/2025	Regular	0.00	140.40	37070
11586	Moon Security Service, Inc.	05/12/2025	Regular	0.00	608.84	37071
11619	Municipal Emergency Services Inc.	05/12/2025	Regular	0.00	10,277.30	37072
11672	Northwest Code Professionals	05/12/2025	Regular	0.00	7,453.42	37073
11701	Oak Harbor Freight Lines, Inc	05/12/2025	Regular	0.00	2,358.09	37074
11710	ODP Business Solutions, LLC	05/12/2025	Regular	0.00	150.82	37075
11726	One Call Concepts, Inc.	05/12/2025	Regular	0.00	46.80	37076

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11699	O'Reilly Auto Parts	05/12/2025	Regular	0.00	290.19	37077
11753	Oxarc, Inc.	05/12/2025	Regular	0.00	8,022.80	37078
Finance/All Other De	Pacific Power & Light Co.	05/12/2025	Regular	0.00	30,235.56	37079
11848	Pollos Car Audio LLC	05/12/2025	Regular	0.00	190.00	37080
11853	Porter Lee Corporation	05/12/2025	Regular	0.00	919.00	37081
11865	Precision Ag Repair Inc.	05/12/2025	Regular	0.00	334.26	37082
11892	Quality Control Services, Inc.	05/12/2025	Regular	0.00	556.21	37083
11934	Rathbun Iron Works, Inc.	05/12/2025	Regular	0.00	418.02	37084
12312	San Diego Police Equipt Co. Inc.	05/12/2025	Regular	0.00	1,027.72	37085
12376	SHC Medical Center Toppenish	05/12/2025	Regular	0.00	578.90	37086
12489	Stripe Rite Inc.	05/12/2025	Regular	0.00	2,500.00	37087
12500	Sunnyside Sun Media LLC	05/12/2025	Regular	0.00	463.50	37088
12517	Systems for Public Safety, Inc.	05/12/2025	Regular	0.00	17,606.36	37089
12559	The Print Guys	05/12/2025	Regular	0.00	1,587.69	37090
12639	TransUnion Risk and Alternative Data Solutions,	05/12/2025	Regular	0.00	135.01	37091
13122	Treatment Equipment Company	05/12/2025	Regular	0.00	4,100.00	37092
12664	Tyler Technologies Inc.	05/12/2025	Regular	0.00	8,120.00	37093
12668	U.S. Bank Corporate Payment Systems	05/12/2025	Regular	0.00	5,682.84	37094
12719	Valley Ford	05/12/2025	Regular	0.00	1,962.23	37095
12751	VESTIS	05/12/2025	Regular	0.00	48.63	37096
12774	Vision Municipal Solutions, LLC	05/12/2025	Regular	0.00	2,063.57	37097
12840	Washington State Patrol	05/12/2025	Regular	0.00	12.00	37098
12867	Weinmann, Gene E.	05/12/2025	Regular	0.00	371.25	37099
12892	WhatsaMather Consulting, Inc.	05/12/2025	Regular	0.00	2,000.00	37100
12931	Workhub Software Inc.	05/12/2025	Regular	0.00	45.00	37101
12967	Yakima Chrysler Dodge Jeep Ram Fiat	05/12/2025	Regular	0.00	3,570.82	37102
13002	Yakima Humane Society	05/12/2025	Regular	0.00	1,000.00	37103
13029	Yakima Waste Systems, Inc.	05/12/2025	Regular	0.00	47.90	37104
11045	Hanks, Michael E	05/12/2025	Regular	0.00	185.46	37105
11177	Invoice Cloud (EFT)	05/10/2025	Bank Draft	0.00	483.80	DFT0000079

Bank Code AP Claims Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	157	82	0.00	418,255.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-0.01
Bank Drafts	1	1	0.00	483.80
EFT's	0	0	0.00	0.00
	158	84	0.00	418,739.77

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
12699	USDA RD DCFO Loan Payment (EFT)	05/08/2025	Bank Draft	0.00	11,852.00	DFT0000080

Bank Code General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	11,852.00
EFT's	0	0	0.00	0.00
	1	1	0.00	11,852.00

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	157	82	0.00	418,255.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-0.01
Bank Drafts	2	2	0.00	12,335.80
EFT's	0	0	0.00	0.00
	159	85	0.00	430,591.77

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	4/2025	55,411.97
999	Pooled Cash Fund	5/2025	375,179.80
			430,591.77

Grand Total\$430,591.11

Accounts Payable Checks 37017-37105, DFT79-DFT80, and void check NR37029

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Adam Vaughn, Finance Director

May 8, 2025



Request for Council Action

Agenda Bill No.: 25-038

Meeting Date:	May 12, 2025
Subject:	Repaint Remedies – Pool Repairing and Resurfacing Project
Attachments:	Resolution 2025-29, Agreement
Presented by:	Sean Davido, Communications Manager
Approved for Agenda by:	Dan Ford, PE, City Manager

Discussion:

The City requests council approval to enter into a contract with Repaint Remedies for the repairing and resurfacing of the Toppenish Municipal Swimming Pool. The project was identified as a deferred maintenance project in 2023. In 2024 Grant funding was approved by the Washington State Recreation and Conservation Office. The project includes sandblasting and stripping of material from the sidewalls, deep end and kiddie pool areas. Joints, seams, and fissures will be addressed, and durable surface coatings will be applied to all surfaces. An additional coat of durable surface coating material will be applied to the large mid-portion of the pool, enhancing the current surface that was resurfaced in 2022 and 2023. Work will begin immediately and is expected to conclude prior to the period of performance specified in the grant agreement. The period of performance specified began on July 1, 2024 and ends on June 30, 2025.

The Finance Director has reviewed this request and affirms that there is financing to support this effort until the city receives reimbursement.

Fiscal Impact: The City of Toppenish will be reimbursed for 100% under the Deferred Maintenance Grant, with total costs not to exceed the grant funding amount of \$100,000.

Recommendation: Approve Resolution 2025-29, authorizing the City Manager to enter into an agreement with Repaint Remedies for the repairing and resurfacing of the Toppenish Municipal Swimming Pool.

Alternatives: 1) Do not adopt and do not accept 100% Deferred Maintenance Grant Funding.

RESOLUTION 2025-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING AND AUTHORIZING THE AGREEMENT WITH REPAINT REMEDIES FOR REPAIRING AND RESURFACING THE TOPPENISH MUNICIPAL SWIMMING POOL

WHEREAS, because of the dilapidated condition of the Toppenish Municipal Swimming Pool and its need for repairs to its surfaces, the City of Toppenish applied for a Grant through the Washington State Recreation and Conservation Office (RCO); and

WHEREAS, the City’s Grant Application was approved, giving the City an award of \$100,000 in funds to complete deferred maintenance on the Toppenish Public Pool, including the repair of fissures in the pool floor, replacement of the pool’s underlying subgrade, structural repair of the pool walls, surface preparation, and the application of a durable surface coating; and

WHEREAS, following the City’s procurement process, including its Small Works Roster, the City selected Repaint Remedies to perform the RCO project work.

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

Section 1. Approval of Agreement: The Agreement with Repaint Remedies for the RCO Grant-funded work is approved in conformity with the Agreement marked as Exhibit “A” and incorporated herein by this reference, and the City Manager is authorized to execute the same on behalf of the City. The City Manager is further authorized to take such other steps as are deemed appropriate to accomplish the intended purposes of this Resolution

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on May 12, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT
[Toppenish Pool Resurfacing Project]

This Agreement is entered into this 25th day of April, 2025, ("Effective Date") by and between the **City of Toppenish** ("**City**"), a Washington municipal corporation located at 21 West First Avenue, Toppenish, WA 98948, and **Repaint Remedies** ("**Consultant**"), Anthony Castro with service at 2201 Lila Ave #1, Yakima, WA 98902. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Toppenish Agreement No. 12-25
 2. ☒ Exhibit A: Scope of Work
 3. ☐ City Toppenish Solicitation No. _____
 4. ☒ Exhibit B: Solicitation No. RFP/RFQ # proposal response submitted by Consultant dated 04-25-25.
 5. ☒ Additional Documents - Fee Estimate and product information.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by June 30th, 2025.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on June 30th, 2025.

4. **PAYMENT**

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **ninety-nine thousand nine hundred dollars (\$99,900.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient details on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final

payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such

termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.

- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to the requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City

and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at: www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Yakima County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Yakima County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covers all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent

liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of

such notice.

- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION/ HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts,, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without

written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. **NOTICES**

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Dan Ford, City Manager	Contact Name:	Anthony Castro
City of Toppenish	Name of Firm:	Repaint Remedies
21 West First Ave.	Address:	2201 Lila Ave #1
Toppenish, WA 98948		Yakima WA 98902
Email: Dan.Ford@cityoftoppenish.us	Email:	repainting2.0@gmail.com
Phone: (509) 865-2080	Phone:	(509) 212-9421
Fax: (509) 865-1950		

18. **EQUAL OPPORTUNITY AGREEMENT**

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. **SEVERABILITY**

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. **AMENDMENTS**

All amendments must be in writing and be approved and signed by both Parties.

21. **CHANGE IN LAW**

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60)

days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants

that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

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

CITY OF TOPPENISH

CONSULTANT - Repaint
Remedies

Dan Ford, PE
City Manager

Signature

Attest:

Printed Name - Anthony Castro
Title - Owner

Heidi Riojas, City Clerk

Approved as to form:

Daniel B. Heid, City Attorney

EXHIBIT A
Detailed Scope of Work

Exhibit A to follow

- **Sandblast existing pool coating in preparation for resurfacing.**
- **Cracks and joints will be repaired.**
- **Black lanes and targets will be restored as well as the red line on the deep end.**
- **Two coats of epoxy will be applied to walls all around, deep end floor and kiddie pool.**
- **Main pool floor will be recoated with existing material.**

EXHIBIT B
Project Budget

Exhibit B to follow

Project Budget not to exceed \$99,900.00

- Sandblasting (Matheson) - \$30,346
- Epoxy coating - \$18,500
- Labor (prevailing wages) - \$31,654
- Joint fill - \$4,000
- Expendables - \$5,000
- Tribal Fees - \$3,000
- Taxes (8%) - \$7,400

Grand Total - \$99,900.00

REPAINT REMEDIES

shaun.burgess@cityoftoppenish.us

April 28, 2025

Anthony Castro
Repaint Remedies
2201 Lila Ave #1
Yakima, WA 98902
repainting2.0@gmail.com
509-212-9421

Reference: 24-061 **REV 3** – Toppenish Pool Surface Preparation

Dear Anthony:

This letter is in response to your request for our proposal to provide all labor, equipment, and materials necessary to blast and prepare the mentioned surface of the Toppenish Pool located at 20 Asotin Ave, Toppenish, WA as described below.

- Approximately 8,000 sq ft of surface area to be sandblasted. (Walls, Deep End Floor, Steps, and Kiddie Pool)
- Assumes existing coating is chlorinated rubber and multiple layers of latex paint.
- Excludes tenting and containment.
- Work to be completed in May, 2025.
- This quote is for prevailing wage in Yakima County.

DESCRIPTION OF WORK

Pool Coating Removal:

- Block off all drains in the pool to prevent debris from entering the drain.
- Sandblast Surface Preparation of Concrete ICRI-CSP 2-3 Surface Profile for repaint.
- Clean up, removal, and disposal of spent blast media.

Total Cost for All Work Described Above\$30,346.00

Note: All pricing excludes sales tax.

MPI has an excellent long-term safety record. MPI has won the highly coveted PDCA “Best in the Nation” Safety Award and is currently A-Rated with the ISNetwork.

I would like to take this opportunity to assure you that MPI has the seasoned journeyman manpower, specialized equipment, many years of experience and financial stability necessary to complete this project in a safe, prompt, and professional manner.

Please do not hesitate to contact me at 509-545-6889 or my cell number at 509-940-7695 if you have any questions or if I can be of further assistance.

Sincerely,

Steve Crowder

Steve Crowder
Project Manager, MPI

HI-BUILD EPOXOLINE® II SERIES N69F

PRODUCT PROFILE

GENERIC DESCRIPTION	Polyamidoamine Epoxy
COMMON USAGE	An advanced generation epoxy for the protection and finishing of steel and concrete. It has excellent resistance to abrasion and is suitable for immersion as well as chemical contact exposure. Contact your local Tnemec representative for a list of chemicals. This product can also be used as a block filler on cementitious or masonry substrates.
COLORS	Refer to Tnemec Color Guide. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.
FINISH	Satin

COATING SYSTEM

SURFACER/FILLER/PATCHER	215, 217, 218
PRIMERS	Steel: Self-priming or Series 1, 27, 27WB, 37H, 66, L69, L69F, N69, V69, 90E-92, 90G-1K97, 90-97, H90-97, 90-98, 91-H₂O, 94-H₂O, 135, 161, 394, V530 Galvanized Steel and Non-Ferrous Metal: Self-priming or Series 66, L69, L69F, N69, V69, 161 Concrete: Self-priming or Series 27WB, 130, 1254 CMU: Self-priming or Series 130, 1254
TOPCOATS	Series 22, 27WB, 46H-413, 66, L69, L69F, N69, N69F, V69, V69F, 72, 73, 104, 113, 114, 118, 141, 156, 157, 161, 180, 181, 287, 446, 740, 750, 1026, 1028, 1029, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074U, 1075, 1075U, 1077, 1078, 1078V, 1080, 1081, 1094, 1095, 1096, 1224. Note: The following recoat times apply for Series N69F: Immersion Service—Surface must be scarified after 30 days. Atmospheric Service—After 30 days, scarification or an epoxy tie-coat is required. When topcoating with Series 740 or 750, recoat time for N69F is 14 days. Contact your Tnemec representative for specific recommendations.

SURFACE PREPARATION

STEEL	Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning or ISO Sa 2 1/2 Very Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning or ISO Sa 2 Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Note: Commercial Blast Cleaning generally produces the best coating performance for this exposure. If conditions will not permit this, in moderate exposures Series N69F may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces (SSPC Rust Grade Condition C).
GALVANIZED STEEL & NON-FERROUS METAL	Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Tnemec representative or Tnemec Technical Services.
CAST/DUCTILE IRON	All external surfaces of ductile iron pipe and fittings shall be delivered to the application facility without asphalt or any other protective lining on the exterior surface. All oils, small deposits of asphalt paint, grease, and soluble deposits should be removed and uniformly abrasive blasted using angular abrasive in accordance with NAF 500-03-04: External Pipe Surface condition. When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be reblasted. The surface shall contain a minimum angular anchor profile of 1.5 mils (38.1 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).
CONCRETE	Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 2-3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.
CMU	Allow mortar to cure for 28 days. Level protrusions and mortar spatter.
PAINTED SURFACES	Non-Immersion Service: Ask your Tnemec representative for specific recommendations.
PRIMED SURFACES	Immersion Service: Scarify the Series N69F prime coat surface by abrasive-blasting with a fine abrasive before topcoating if the Series N69F prime coat has been in exterior exposure for 60 days or longer and Series 66, L69, L69F, N69, N69F, V69, V69F or 161 is the specified topcoat.
ALL SURFACES	Must be clean, dry and free of oil, grease, chalk and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS	69.0 ± 2.0% (mixed) †
RECOMMENDED DFT	2.0 to 10.0 mils (50 to 255 microns) per coat. Note: The number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

HI-BUILD EPOXOLINE® II | SERIES N69F

CURING TIME AT 5 MILS DFT

Temperature	To Handle	To Recoat	Immersion
75°F (24°C)	4 hours	5 hours	7 days
65°F (18°C)	7-8 hours	9-11 hours	8 days
55°F (13°C)	12-14 hours	16-20 hours	9-10 days
45°F (7°C)	18-22 hours	28-32 hours	12-13 days
35°F (2°C)	28-32 hours	46-50 hours	16-18 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 2.30 lbs/gallon (280 grams/litre)
Thinned 10% (No. 4 Thinner): 2.75 lbs/gallon (330 grams/litre)
Thinned 10% (No. 60 Thinner): 2.76 lbs/gallon (331 grams/litre)

HAPS

Unthinned: 2.35 lbs/gal solids
Thinned 10% (No. 4 Thinner): 3.20 lbs/gal solids
Thinned 10% (No. 60 Thinner): 2.35 lbs/gal solids

THEORETICAL COVERAGE

1,107 mil sq ft/gal (27.2 m²/L at 25 microns). See APPLICATION for coverage rates. †

NUMBER OF COMPONENTS

Two: Part A (amine) and Part B (epoxy) — One (Part A) to one (Part B) by volume.

PACKAGING

	Part A	Part B	Yield (mixed)
Large Kit	5 gallon pail	5 gallon pail	10 gallons (37.9 L)
Small Kit	1 gallon can	1 gallon can	2 gallons (7.6 L)

NET WEIGHT PER GALLON

13.34 ± 0.25 lbs (6.10 ± .11 kg) (mixed)

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

Part A: 24 months; Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA

Part A: 82°F (28°C) Part B: 93°F (34°C)

HEALTH & SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry MILS (Microns)	Wet MILS (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested (1)	6.0 (150)	9.0 (230)	184 (17.1)
Minimum	2.0 (50)	3.0 (75)	553 (51.4)
Maximum	10.0 (250)	15.0 (375)	111 (10.3)

Dense Concrete & Masonry: From 100 to 150 sq ft (9.3 to 13.9 m²) per gallon.

CMU: From 75 to 100 sq ft (7.0 to 9.3 m²) per gallon.

(1) Note for Steel: Roller or brush application requires two or more coats to obtain recommended film thickness. Also, Series N69F can be spray applied to an optional high-build film thickness range of 8.0 to 10.0 dry mils (205 to 255 dry microns) or 11.5 to 14.5 wet mils (209 to 370 wet microns). Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Start with equal amounts of Series N69F Parts A and B. Power mix contents of each container separately, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. **Note:** Both components must be above 50°F (10°C) prior to mixing. For optimum mixing and application properties, the material should be above 60°F (16°C).

Thin by volume and thoroughly mix. Failure to thoroughly mix the Part A and Part B components prior to thinning can affect product's gloss and performance. Do not use mixed material beyond pot life limits. **Note:** For application to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand 30 minutes and restir before using.

THINNING

Use No. 4 or No. 60 Thinner. For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon. For airless spray, roller or brush, thin up to 5% or 1/4 pint (190 mL) per gallon.

POT LIFE

2 hours at 50°F (10°C) 1 hour at 75°F (24°C) 30 minutes at 100°F (38°C)

SPRAY LIFE

30 minutes at 75°F (24°C)

Note: Spray application after listed times will adversely affect ability to achieve recommended dry film thickness.

HI-BUILD EPOXOLINE® II | SERIES N071

APPLICATION EQUIPMENT

Air Spray •

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	50-80 psi (3.4-5.5 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray •

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	3000-4800 psi (207-330 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

• Spray application of first coat on CMU should be followed by backrolling.

Note: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

Roller: Use 3/8" or 1/2" (9.5 mm or 12.7 mm) synthetic woven nap roller cover. Use longer nap to obtain penetration on rough or porous surfaces.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

**DATA SHEET NO. 7900-302****DECK-O-SEAL® GUN GRADE
Two-Part, Gun Grade Joint Sealant****DESCRIPTION**

DECK-O-SEAL GUN GRADE is a two-component, non-sag, non-flowing polysulfide-based sealing compound. It is a non-staining sealant that cures to a firm, flexible, tear-resistant rubber. DECK-O-SEAL GUN GRADE is highly resilient and has excellent recovery characteristics, even after extended periods of compression or elongation. It has outstanding resistance to most chemicals, to all weather conditions, aging, and shrinkage. For on-the-job use, DECK-O-SEAL GUN GRADE is supplied in pre-measured kits containing the base compound and a separate container of setting agent, with enough room in the base container for blending both components.

USES

DECK-O-SEAL GUN GRADE is a premium quality, flexible sealing compound for use in applications where short turn-around time is a requirement, such as pool bottom and sidewall repairs and areas subject to pedestrian and vehicular traffic.

DECK-O-SEAL GUN GRADE can be used for general purpose caulking of joints and seams (both above and below water), glazing, weatherproofing, exterior curtain wall sealing, and interior/exterior expansion joint sealing. All submerged applications must be primed with REZI-WELD LV from W. R. MEADOWS.

FEATURES/BENEFITS

- Non-staining sealant cures to a firm, flexible, tear-resistant rubber.
- Highly resilient with excellent recovery characteristics.
- Outstanding resistance to most chemicals, all weather conditions, aging, and shrinkage.
- Ideal for short turn-around time applications, i.e. pool bottoms, sidewall repairs, and high pedestrian and vehicular traffic.
- Used for general purpose caulking, glazing, weatherproofing, and curtain wall and joint sealing.
- Supplied in unitized, pre-measured packaging (base and setting agent), ready for instant blending.

PACKAGING

2.8 Litre (96 Oz.) Kits

Standard colours: Dura-White, Stone Gray, Desert Tan. Jet Black and Redwood are available upon special order.

6.6 Litre (1.75 U.S. gallon) Cans

Available only in Stone Gray.

COVERAGE

Joint Depth	Joint Width						
	6.4 mm (¼")	9.5 mm (3/8")	12.7 mm (1/2")	15.9 mm (5/8")	19.1 mm (3/4")	22.2 mm (7/8")	25.4 mm (1")
6.4 mm (1/4")	70.4 (231)	46.9 (154)	32.3 (106)				
9.5 mm (3/8")		31.1 (102)	23.5 (77)	18.9 (62)	15.5 (51)		
12.7 mm (1/2")			17.7 (58)	14 (46)	11.5 (38)	10 (33)	8.8 (29)

Approximate number of lineal meters (lineal feet) that can be sealed with 96-ounce DECK-O-SEAL GUN GRADE kit.

SPECIFICATIONS

- Federal Specification A-A-1556A, Type M, Grade NS, Class 25, Use T
- CRD-C-506, Type II, Classes A & B
- ASTM C 920, Type M, Grade NS, Class 25, Use T (Except for application, life requirement)
- Agriculture & Agri-Food Canada Accepted

SHELF LIFE

One year from date of manufacture. Store unopened product in a cool, dry place (under 27° C).

SPECIFICATIONS

- Federal Specification A-A-1556A, Type M, Grade NS, Class 25, Use T
- CRD-C-506, Type II, Classes A & B
- ASTM C 920, Type M, Grade NS, Class 25, Use T (Except for application, life requirement)

TECHNICAL DATA

Consistency	Thixotropic paste
Application Life {25° C (77° F), 50% R.H.}	Approx. 1 hour
Tack Free Time {25° C (77° F), 50% R.H.}	4 hours maximum
Linear Shrinkage	Negligible
Volume Shrinkage	Negligible
Shore Hardness	Shore A 20±5

W. R. MEADOWS® OF CANADA

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Tensile Strength	862.5 to 1725 KPa (125 to 250 psi)
Elongation	400%
Peel Adhesion (Per ASTM C 794) Plate Glass, Aluminum, Concrete	357 g/mm (20 lb/in.) Min.
Application Temperature Range	4 to 50°C (40 to 122°F)
VOC Content	0 g/L

All technical data is typical information, but may vary due to test methods, conditions and operators.

APPLICATION

Follow these instructions carefully for maximum effectiveness **BE SURE TO WEAR PROTECTIVE SAFETY GLASSES AND CHEMICAL-RESISTANT GLOVES.**

Surface Preparation ... Remove foreign substances, incompressibles, and free water from joint opening. For proper adhesion, joints must be clean and dry. Dust, dirt, and laitance should be removed prior to application. Concrete should be completely cured and free from all foreign materials and contamination from curing agents. (Industry accepted standard for curing is 28 days.) To maintain cleanliness around the joint to be sealed, apply masking tape 50.8 mm (2") wide to the surfaces adjoining both sides of the joint before REZI-WELD LV and/or DECK-O-SEAL GUN GRADE are applied.

Priming ... DECK-O-SEAL GUN-GRADE adheres well to unprimed concrete; however, REZI-WELD LV is recommended for optimum adhesion. REZI-WELD LV is *required* for all joints subjected to hydrostatic pressure, submerged underwater, and/or joints over 25.4 mm (1") in width.

Joint Sizes ... Proper joint design practices and application techniques must be followed for successful performance. DECK-O-FOAM[®] from W. R. MEADOWS may be used as a joint backing material to control sealant depth and provide proper joint configuration. For larger joints, use a non-asphalt joint filler, such as CORK EXPANSION JOINT from W. R. MEADOWS, in the joint before sealing. A 2:1 width-to-depth ratio should be maintained. However, in no case should joint sealant *depth* be less than 6.4 mm (1/4") or exceed 12.7 mm (1/2"). DECK-O-SEAL GUN GRADE should NOT be used in joints less than 6.4 mm (1/4") wide.

Mixing ... DECK-O-SEAL GUN GRADE is supplied in pre-measured kits with a ratio of setting agent to base, which must be maintained. Store and mix in a cool, shaded area. Do not mix until ready to use. (Product cannot be re-sealed for future use). De-rim both cans with a can opener. Pour the setting agent into the base and mix slowly. To aid in proper mixing, scrape material from the sides and bottom of the container until a uniform colour is obtained. **Continue for a recommended 10 minutes, minimum.** A slow-speed drill can be used. Care must be taken to ensure that the

entire setting agent is thoroughly blended with the base component. Avoid trapping air in the sealant.

Application Method ... At 25° C (77°F) and 30% relative humidity, the application life is approximately one hour. Apply thoroughly blended material with a hand or air-operated caulking gun, putty knife, or trowel. Tool sealant beads with tools wetted with clean water. Handgun application is most effective at temperatures of 15.6° C (60° F) or higher. Air-operated equipment is effective at temperatures as low as 4.4° C (40° F). DECK-O-SEAL GUN GRADE will set firm and rubbery within 24 hours at 25° C (77° F). At lower temperatures, curing time may take longer.

Cleanup ... Application equipment should be cleaned promptly with xylene or toluene. Joints may be taped for neatness and to minimize any cleaning requirements. Avoid contact with skin. Wash with soap and water immediately if contact should occur. Refer to Material Safety Data Sheet for complete health and safety information.

Maintenance ... If DECK-O-SEAL GUN GRADE is damaged, and the joint has not been contaminated, it can be repaired by cutting out the damaged portion and re-sealing it with DECK-O-SEAL GUN GRADE.

PRECAUTIONS

DECK-O-SEAL GUN GRADE is not compatible with asphalt and cannot be used in asphalt concrete pavement or with asphalt-impregnated expansion joint fillers. Note: Do not apply paint over any surfaces sealed with DECK-O-SEAL GUN GRADE. It is strongly recommended that joints under the water line be installed by a professional contractor trained in joint sealing application techniques. Consult with an engineer for proper joint design or waterproofing detail. Homeowners should not attempt these installations. If chlorine granules are used, they must be pre-dissolved before adding to the pool. Due to issues in maintenance, water chemistry, and/or the type of sanitizer used, settlements and growths can attach to the product. This is usually a cosmetic issue only and does not affect the integrity of the product. It is recommended that a NSPF-certified pool operator or like professional maintains the pool and water according to the bather load at least weekly in accordance to APSP guidelines and the Langelier Saturation Index.

LEED INFORMATION

May help contribute to LEED credits:

- IEQ Credit 4.1: Low Emitting Materials: Adhesives and Sealants
- MR Credit 5: Regional Materials

MASTERFORMAT NUMBER AND TITLE

07 92 13 - Elastomeric Joint Sealants

13 11 00 - Swimming Pools

For most recent data sheet, further LEED information, and MSDS, visit: www.deckoseal.com

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WARRANTY: W. R. Meadows of Canada warrants that, at the time and place we make shipment, our materials will be of good quality and will conform with our published specifications in force on the date of acceptance of the order. THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. As the exclusive remedy for breach of this Warranty, we will replace defective materials, provided, however, that the buyer examine the materials when received and promptly notify us in writing of any defect before the materials are used or incorporated into a structure. Three (3) months after W. R. Meadows of Canada has shipped the materials, all our Warranty and other duties with respect to the quality of the materials delivered shall conclusively be presumed to have been satisfied, all liability therefore terminates and no action for breach of any such duties may thereafter be commenced. W. R. Meadows of Canada shall in no event be liable for consequential damages. Unless otherwise agreed to in writing, no warranty is made with respect to materials not manufactured by W. R. Meadows of Canada. We cannot warrant or in any way guarantee any particular method of use or application or the performance of materials under any particular condition. Neither this Warranty nor our liability may be extended or amended by our salesmen, distributors or representatives, or by our distributor's representatives, or by any sales information or drawings.

2021-01-14



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EPOXY POOL COATING SEMI-GLOSS IG-40XX

Features

- Two Component Coating
- Extremely Durable In Fresh & Salt Water
- Resistant To Common Pool Chemicals

Recommended For

Epoxy Pool Coating is designed for use on concrete, Marcite, Gunnite, Fiberglass and steel surfaces. The integrity of the Marcite or Gunnite must be sound and solid. Epoxy Pool Coating, like any epoxy coating, will chalk and fade over time when exposed to ultraviolet light. Do not use in hot tubs and spas due to high water temperatures. We do not recommend painting stainless steel, aluminum, galvanized or vinyl lined pools.

General Description

Epoxy Pool Coating is a two component, polyamide epoxy coating especially designed for properly prepared concrete, Marcite, Gunnite, fiberglass and steel pools. It is extremely durable in fresh and salt water and is resistant to common pool chemicals, including chlorine. Epoxy Pool Paint can be applied directly to a variety of substrates, including properly prepared epoxy coatings. **This is a two component product with a mix ratio of 1:1. It requires 1 part of component "A" or Base mixed with 1 part of component "B" or Catalyst. Do Not Mix Partial Kits.**

Limitations

- Do not apply this coating over Chlorinated Rubber, Rubber-base or Water-base pool paints.
- Do not paint in direct sunlight
- Do not paint if rain is expected in 4 – 6 hours
- Do not mix partial kits.

Product Information

Colors — Standard:

Red, (IG4001S99-2K), White (IG4010S99-2K), Black (IG4020S99-2K), Royal Blue (IG4024S99-2K), Ocean Blue (IG4042S99-2K)

2 oz. of Industrial Colorant may be added per gallon of Part A

— Tint Bases:

N/A

— Special Colors:

Contact your dealer.

Certifications & Qualifications:

VOC compliant in all regulated areas

All products supported by this data sheet contain a maximum of 340 grams per liter VOC / VOS (2.83 lbs/gal.) excluding water & exempt solvents.

Pool paint applications are not addressed by LEED (Leadership in Energy and Environmental Design)

Technical Assistance:

Available through your local authorized independent Insl-x dealer. For the location of the dealer nearest you, call 1-866-708-9180, or visit www.insl-x.com

Technical Data[◇]

White

Generic Type	Polyamide Epoxy
Pigment Type	Titanium Dioxide
Volume Solids (mixed as recommended)	62 ± 1.0%
Coverage per 2 gallon kit at recommended film thickness (1 gallon component A + 1 gallon component B)	700 – 800 Sq. Ft.
Recommended	– Wet 4.0 – 4.6 mils
Film Thickness	– Dry 2.5 – 2.9 mils
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.	
	– To Touch 2 Hours
Dry Time @ 77 °F @ 50% RH	– To Recoat 3 – 72 Hours
	– Full Cure 7 Days Exterior 14 Days Interior
*If top coat is not applied within 72 hours abrade the surface to ensure proper inter-coat adhesion. Maximum abrasion and chemical resistance are achieved at full cure; care should be taken to prevent damage to the coating during the curing process. High humidity and cool temperatures will result in longer dry, recoat and cure times.	
Dries By	Chemical Reaction
Viscosity @ 77 °F (mixed as recommended)	85 – 95 KU
Flash Point	80 °F or greater
Gloss/Sheen	Semi-Gloss (40 – 50 @ 60°)
Surface Temperature at application	– Min. 50 °F – Max. 100 °F
Surface must be dry and at least 5 °F above the dew point	
Thin With	Do Not Thin
Clean Up Thinner	V704 Epoxy Thinner or Xylene
Mixed Ratio (by volume)	1:1
Induction time @ 77 °F	30 Minutes
Induction time @ 50 °F	2 Hours
Pot Life @ 77 °F	6 Hours
Pot Life @ 90 °F	3 Hours
Weight Per Gallon (mixed as recommended)	11.5 lbs
Storage Temperature	– Min. 45 °F – Max. 95 °F

Volatile Organic Compounds (VOC)
322 Grams / Liter* 2.73 Lbs / Gallon*
* Catalyzed

◇ Reported values are for White

Surface Preparation

The following is a basic guide only. If a previous paint exists and is in good condition, determine the type of pool paint previously used. Epoxy Pool Coating can only be applied over another paint if the previous paint was also a 2 part epoxy.

Surfaces to be painted must be clean, dry and free from all oils and grease. Use INSL-X® All-Purpose Citrus Cleaner or a similar heavy duty citrus based cleaner / degreaser. Hand scrub at the water line where oils from sun tan lotion will tend to migrate.

Unpainted Concrete: Following a thorough cleaning, new or previously unpainted concrete pools must be etched with INSL-X® Concrete Etch or a 10% solution of muriatic acid, evenly applied until it ceases to effloresce. Then thoroughly triple rinse with clean water and allow to dry 3 days. It is extremely important to ensure that all traces of acid are thoroughly neutralized and rinsed away. Use a Solution of 1lb. Baking Soda to 5 Gallons Water.

(Marcite/Gunite/Diamond Brite): Following a thorough cleaning, new or previously unpainted plaster must be etched with INSL-X® Concrete Etch or a 10% solution of muriatic acid to water mixture, evenly applied until it ceases to effloresce. Then thoroughly triple rinse with clean water and allow to dry 3 days.

Unpainted Fiberglass: Following a thorough cleaning, new or previously unpainted fiberglass should be scuff sanded with 150 – 180 grit sandpaper or equivalent. Rinse off sanding dust and allow to dry 24 hours.

Unpainted Steel: Following a thorough cleaning, inspect for rust. Remove rust following Hand Tool Cleaning (SSPC-SP2) or Power Tool cleaning (SSPC-SP3). Prime with Corotech® Polyamide Epoxy Primer V150.

Previously Painted Pools: Scrub surface with a Pool Cleaner to get rid of all chalk, scum, oil, dirt and suntan lotions. Flush with plenty of clean water and let dry. Scuff sand with 150 – 180 grit sandpaper or equivalent. Rinse off sanding dust and allow to dry 24 hours.

DO NOT ACID ETCH A PREVIOUSLY PAINTED SURFACE!

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/Finish Systems

Steel: Corotech® Polyamide Epoxy Primer V150

Concrete, Marcite, Gunite, Fiberglass: Self Priming

NOTE: Painting over many old layers of pool paint is not recommended and could result in premature adhesion loss. Once multiple layers (4 or more) of paint have been applied and have aged, consideration should be given to removing all old layers back down to the substrate prior to the next paint application. When in doubt, check the adhesion of previous paint layers before proceeding.

Application

Mix each individual component thoroughly prior to inter-mixing the two. Component A (Base) and Component B (Catalyst) must be combined together (1:1 ratio) and thoroughly mixed. A drill mixer at low speed should be used to accomplish this task. Then allow the mixture to induct (refer to page 1). This induction time is critical and should be the same for all kits.

Do not mix partial containers. Do not mix more material than can be used in 3-6 hours. Do not scrape the sides of the final container when using the last of the catalyzed product as this may introduce partially uncatalyzed product to be applied.

This product is formulated to be applied without thinning. Do not thin if this would result in the product exceeding any VOC regulations in effect where it is being applied. **POOL PAINT MUST BE APPLIED IN MULTIPLE THIN COATS. DO NOT APPLY HEAVILY. TWO COATS ARE REQUIRED.**

This product can be applied by Brush, Roller or Spray. Roller application is preferred. Follow spread rate recommendations. Do not apply heavier than recommendations. **Always apply two coats of pool paint.** If sprayed, back rolling is required.

Spray Application Specifications:

Conventional Air spray:	Binks	Graco	DeVilbiss
Spray Gun:	#18 or #62	800	JGA/502 or MBC-510
Fluid Nozzle:	66 or 63C	03 or 04	FF or E
Air Cap:	66PE or 63PB	02, 03 or 04	704, 765 or 78
Airless Spray:	Graco		
Pump:	23:1 Monarch or 30:1 Bulldog		
Pressure Filter:	60 Mesh		
Fluid Hose:	1/4" x 50' or 3/8" x 100'		
Airless Gun:	208-663		
Tips:	.015 - .021 reversible tip		
Minimum Pressure:	2000 PSI		

NOTE: If more than 72 hours (@ 77 °F) elapses between coats, sand the film to provide sufficient profile (150-180 grit). Do not apply this product if the material, substrate or ambient temperature is below 50 °F or above 100°F. Do not paint if surface temperature is within 5 degrees of the dew point. Wherever possible, avoid painting in direct sunlight.

IMPORTANT SAFETY NOTE: All glossy surfaces can be slippery. Where non skid properties are required a non skid additive should be used.

Allow at least 7 days after the final applied coat before filling the pool with water. 14 days for indoor pools. Provide forced air flow by using fans to circulate air in the pool. This is especially important in the deep end of an indoor pool, where solvent vapors from the pool paint will collect and slow final curing. If rain water gets into the pool prior to the completion of full cure, pump out the rain water as soon as possible.

Never cover the pool with a tarp or solar blanket during cure. This could trap solvent in the coating.

All pool paints will eventually fade in color when exposed to chlorine. Maximum color fastness can be achieved by maintaining proper chemical balances. Do not over-chlorinate. After refilling pool, add concentrated chlorine or chlorine shock through a chlorinator or into the skimmer trap to avoid having concentrated chlorine come in contact with the new paint.

WAIT 7 DAYS AFTER FINAL COAT BEFORE FILLING EXTERIOR POOLS WITH WATER.

EXTEND DRY TIME TO 14 DAYS FOR INDOOR POOLS.

Clean Up

Clean all exposed skin areas and application tools with V704 Epoxy Thinner or Xylene solvent followed by warm soapy water as soon as possible after application.

USE COMPLETELY OR DISPOSE OF PROPERLY.

This product contains organic solvents which may cause adverse effects to the environment if handled improperly. Emptied containers may retain product residue. Follow label warnings even after container is emptied. Residual vapors may explode on ignition.

Disposal of wastes containing either organic solvents or free-liquids in landfills is prohibited. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency for local disposal options.**

Environmental Health & Safety Information

DANGER!

FLAMMABLE LIQUID AND VAPOR

VAPOR AND SPRAY MIST HARMFUL

Contains: Xylene, Triethylenetetramine, Polyamine adduct

OVEREXPOSURE MAY CAUSE LUNG DAMAGE. MAY CAUSE ALLERGIC SKIN AND RESPIRATORY REACTION, EFFECTS MAY BE PERMANENT. HARMFUL OR FATAL IF SWALLOWED. ASPIRATION HAZARD. CAUSES IRRITATION TO EYES, SKIN AND RESPIRATORY TRACT. VAPORS MAY AFFECT BRAIN OR NERVOUS SYSTEM CAUSING DIZZINESS, HEADACHES OR NAUSEA.

Possible birth defect hazard. Contains, *Trimethylolpropane*, which may cause birth defects based on animal data.

IMPORTANT: Designed to be mixed with other components. Mixture will have hazards of all components. Before opening packages, read all warning labels. Follow all precautions.

NOTICE: Repeated or prolonged exposure to organic solvents may lead to permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling vapors may be harmful or fatal. **INDIVIDUALS WITH LUNG OR BREATHING PROBLEMS OR PRIOR RESPIRATORY REACTION MUST NOT BE EXPOSED TO VAPOR OR SPRAY MIST.**

Keep away from heat, sparks and flame. Vapors are heavier than air and may travel along ground or may be moved by ventilation and ignited by pilot lights, or other flames, sparks, heaters, or static discharge. Vapors may cause flash fire. Do not smoke. Extinguish all flames and pilot lights, and turn off stoves, heaters, electric motors and other sources of ignition during use and until all vapors are gone. Prevent build-up of vapors by opening all windows and doors to achieve cross-ventilation.

Use only with adequate ventilation. Use only where airflow will keep vapors from building up in or near the work area in adjoining rooms. Vapors may spread long distances. Use portable explosion-proof ventilating and lighting equipment. Connect to exterior power source. If exhaust fans are used, the motors must be explosion proof. Keep electrical power and gas supplies off until all vapors are gone.

Do not breathe vapors, spray mist or sanding dust. Wear an appropriate, properly fitted respirator (NIOSH approved) during and after application, unless air monitoring demonstrates vapor/mist levels are below applicable limits. Follow respirator manufacturer's directions for respirator use. Do not permit anyone without protection in the painting area. Do not get in eyes, on skin or on clothing. Wear safety glasses or chemical resistant goggles, chemical resistant gloves and protective clothing during application and cleanup. Aspiration Hazard. Small amounts aspirated into the respiratory system may cause mild to severe pulmonary injury. Close container after each use. Wash thoroughly after handling.



WARNING: Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: If affected by inhalation of vapors or spray mist, remove to fresh air. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately. In case of eye contact, flush immediately with plenty of water for at least 15 minutes and get medical attention immediately; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If swallowed, do not induce vomiting. Get medical attention immediately.

IN CASE OF FIRE – Use foam, CO₂, dry chemical or water fog.
SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

KEEP OUT OF REACH OF CHILDREN

Refer to Safety Data Sheet for additional health and safety information.



PRODUCT DATA SHEET

Sikaflex®-1A

ELASTOMERIC JOINT SEALANT / ADHESIVE

PRODUCT DESCRIPTION

Sikaflex®-1A is a premium-grade, high-performance, moisture-cured, 1-component, polyurethane-based, non-sag elastomeric sealant. Sikaflex-1a can be used in green and damp concrete applications. Meets Federal Specification TT-S-00230C, Type II, Class A. Meets ASTM C-920, Type S, Grade NS, Class 35, use T, NT, O, M, G, I, A. Canadian standard CAN/CGSB 19.13-M87.

USES

- Designed for all types of joints where maximum depth of sealant will not exceed 1/2 in.
- Excellent for small joints and fillets, windows, door frames, reglets, flashing, common roofing detail applications, and many construction adhesive applications.
- Suitable for vertical and horizontal joints; readily placeable at 40°F
- Has many applications as an elastic adhesive between materials with dissimilar coefficients of expansion.
- Submerged conditions, such as canal and reservoir joints.

CHARACTERISTICS / ADVANTAGES

- Eliminates time, effort, and equipment for mixing, filling cartridges, pre-heating or thawing, and cleaning of equipment.
- Fast tack-free and final cure times.
- High elasticity - cures to a tough, durable, flexible consistency with exceptional cut and tear -resistance.
- Stress relaxation.
- Excellent adhesion - bonds to most construction materials without a primer.
- Excellent resistance to aging, weathering.

- Proven in tough climates around the world.
- Can be applied to green concrete 24 hours after pour
- Can be applied to damp concrete 1 hour after getting wet
- Odorless, non-staining.
- Jet fuel resistant.
- Certified to the NSF/ANSI Standard 61 for potable water.
- Urethane-based; suggested by EPA for radon reduction.
- Paintable with water-, oil- and rubber-based paints.
- Capable of ±35% joint movement.

APPROVALS / STANDARDS

- ASTM C 920, Type S, Grade NS, Class 35, use NT, A, M
- Federal specification TT-S-00230 C Type II, Class A
- Canadian Standard CAN/CGSB 19.13-M87
- Certified to NSF/ANSI standard 61 for portable water

PRODUCT INFORMATION

Section 5, Item a.

Packaging	10.1 fl. oz. (300 mL) Cartridge, 20 fl. oz. uni-pac Sausages, 4.5 gal (17 L) in a 5 gal pail, 52 gal (197 L) in a 55 gal drum
Color	White, colonial white, aluminum gray, limestone, black, dark bronze, capitol tan, stone and medium bronze. Special architectural colors on request.
Shelf Life	Cartridge and Sausage: 12 months in original, unopened packaging. Pail and Drum: 6 months in original, unopened packaging.
Storage Conditions	Store at 40°-95°F (4°-35°C).

TECHNICAL INFORMATION

Shore A Hardness	(21 day) 45±5			(ASTM C 661)
Tensile Stress at Specified Elongation	21 day Tensile Stress	175 psi (1.21 MPa)		(ASTM D 412)
	Stress @ 100%	85 psi (0,59 N/mm²)		
Elongation at Break	550 %			(ASTM D-412)
Adhesion in Peel	Substrate	Peel Strength	Adhesion loss	(ASTM C-794) (TT-S-00230C)
	Concrete	20 lbs	0 %	
	Aluminium	20 lbs	0 %	
	Glass	20 lbs	0 %	
Tear Strength	55 lb./in.			(ASTM D-624)
Movement Capability	±35 %			(ASTM C-719)
Chemical Resistance	Good resistance to water, diluted acids, and diluted alkalines. Consult Technical Service for specific data.			
Resistance to Weathering	Excellent			
Service Temperature	-40 °F to +170 °F			

APPLICATION INFORMATION

Coverage**10.1 oz Cartridge: Yield in Linear Feet**

Section 5, Item a.

Width/Depth	1/4"	3/8"	1/2"
1/4"	24.3		
3/8"	16.2	10.8	
1/2"	12.1	8.1	6.1
3/4"	8.1	5.4	4.0
1"			3.0
1.25"			2.4
1.5"			2.0

20 oz Sausage: Yield in Linear Feet

Width/Depth	1/4"	3/8"	1/2"
1/4"	48.1		
3/8"	32.1	21.4	
1/2"	24.1	16.0	12.0
3/4"	16.0	10.7	8.0
1"			6.0
1.25"			4.8
1.5"			4.0

1 gallon: Yield in Linear Feet

Width/Depth	1/4"	3/8"	1/2"
1/4"	307.9		
3/8"	205.3	136.8	
1/2"	153.9	102.6	77.0
3/4"	102.6	68.4	51.3
1"			38.5
1.25"			30.8
1.5"			25.7

Cure Time	Final cure: 4 to 7 days
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Curing Rate	Tack-free time 3 to 6 hours Tack-free to touch 3 hours
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APPLICATION INSTRUCTIONS**SUBSTRATE PREPARATION**

Product Conditioning: Condition material to 65°-75°F before using.

Clean all surfaces. Joint walls must be sound, clean, frost-free, and free of oil and grease. Curing compound residues and any other foreign matter must be thoroughly removed. A roughened surface will also enhance bond. Install bond breaker tape or backer rod to prevent bond at base of joint. Priming is not usually necessary. Most substrates only require priming if testing indicates a need or where sealant will be subjected to water immersion after cure.

For green concrete applications control joints must be cut 8 hours prior to sealant installation and in expansion joint forms must be removed 4 hours prior to sealant installation. For wet concrete applications all excess or standing water must be displaced and concrete must

then dry for a minimum of 60 min prior to sealant installation. Consult Sikaflex Primer Technical Data Sheet or Technical Service for additional information on priming.

APPLICATION METHOD / TOOLS

Recommended application temperatures: 40°-100°F. For cold weather application, condition units at approximately 70°F; remove prior to using. For best performance, Sikaflex-1a should be gunned into joint when joint slot is at mid-point of its designed expansion and contraction. Place nozzle of gun into bottom of the joint and fill entire joint. Keep the nozzle in the sealant, continue on with a steady flow of sealant preceding the nozzle to avoid air entrapment. Avoid overlapping of sealant to eliminate entrapment of air.

Sikaflex-1a can be applied on green concrete after the concrete has cured for a minimum of 24 hours at 75°F. Control joints must be cut and open for min of 8 hours prior to application. Expansion joints must have

forms removed a minimum of 4 hours prior to application. For damp concrete applications Sikaflex-1a can be applied 60 minutes after any and all water has been displaced.

Tooling & Finishing

Tool sealant to ensure full contact with joint walls and remove air entrapment. Joint dimension should allow for 1/4 inch minimum and 1/2 inch maximum thickness for sealant. Proper design is 2:1 width to depth ratio. For use in horizontal joints in traffic areas, the absolute minimum depth of the sealant is 1/2 in. and closed cell backer rod is recommended.

Removal

Use personal protective equipment (chemical resistant gloves/goggles/clothing). Without direct contact, remove spilled or excess product and placed in suitable sealed container. Dispose of excess product and container in accordance with applicable environmental regulations.

Over Painting

Allow 1-week cure at standard conditions when using Sikaflex-1a in total water immersion situations and prior to painting.

CLEANING OF TOOLS

Clean all tools and application equipment with Sika® Remover-208 immediately after use. Hardened material can only be removed mechanically. For cleaning skin use Sika® Cleaning Wipes-100.

AVAILABILITY/WARRANTY

- Pre-treatment Sealing and Bonding Chart
- Method Statement: Joint Sealing
- Method Statement: Joint Maintenance, Cleaning and Renovation
- Technical Manual: Facade Sealing

LIMITATIONS

- Allow 1 week cure at standard conditions when using Sikaflex-1a in total water immersion situations.
- When overcoating with water, oil and rubber based paints, compatibility and adhesion testing is essential.
- Sealant should be allowed to cure for 7 days prior to overcoating
- Avoid exposure to high levels of chlorine. (Maximum continuous level is 5 ppm of chlorine.)
- Maximum depth of sealant must not exceed 1/2 in.; minimum depth is 1/4 in.
- Maximum expansion and contraction should not exceed 35% of average joint width.
- Do not cure in the presence of curing silicone sealants.
- Avoid contact with alcohol and other solvent cleaners during cure.
- Do not apply when moisture-vapor-transmission condition exists from the substrate as this can cause

bubbling within the sealant.

- Use opened cartridges and uni-pac sausages to day.
- When applying sealant, avoid air-entrapment.
- Since system is moisture-cured, permit sufficient exposure to air.
- White color tends to yellow slightly when exposed to ultraviolet rays.
- Light colors can yellow if exposed to direct gas fired heating element.
- The ultimate performance of Sikaflex-1a depends on good joint design and proper application with joint surfaces properly prepared.
- The depth of sealant in horizontal joints subject to traffic is 1/2 in.
- Do not tool with detergent or soap solutions.
- Do not use in contact with bituminous/asphaltic materials.
- In green concrete applications sealing joints in poor or low strength concrete 24 hours after pour may impact ability of sealant to gain proper adhesion.
- In damp concrete applications all standing water and excess water must be eliminated prior to the 60 minute waiting time.

Section 5, Item a.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

OTHER RESTRICTIONS

See Legal Disclaimer.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at

usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

Section 5, Item a.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs.

NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

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Phone: 52 442 2385800
Fax: 52 442 2250537



Product Data Sheet
Sikaflex®-1A
August 2019, Version 01.01
020511010000000008

Sikaflex-1A-en-US-(08-2019)-1-1.pdf



BUILDING TRUST



Request for Council Action

Agenda Bill No.: 25-039

Meeting Date:	May 12, 2025
Subject:	Tyler Contract Amendment
Attachments:	Resolution 2025-30
Presented by:	Adam Vaughn, Finance Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The original agreement for the work for the implementation of Tyler software did its best to estimate our consultants' time in implementing the software. Because of specifics related to how we organize our Utility Billing, we need to add an additional 15 hours of work to our contract to complete the implementation.

Specifically, we have two services IE ¾ Residential water and 2" residential water. In the data, both of those are tied to the same meter. The way we bill it, one is a base charge multiplied by the number of units assigned to that service, and the other is a base charge multiplied by the number of units, plus the consumption.

In our Legacy software, we have 2 services for water (charging base), and then the usage charge (charging usage). The data has the meter tied to all 3.

In Tyler, they merged the usage and base charge, which makes it much easier to manage for most accounts. But these accounts with an odd mix (ie 2 water base and 1 water usage), are causing problems because the meter is tied to all 3 and there is no programmatic way to tell which one should turn into the non-metered service that will just bill the base x units. For that reason, our consultants have to go through manually to figure out which ones need to be made non metered and which ones need to stay with the usage.

Fiscal Impact:

\$2,175 additional cost to Tyler implementation contract

Recommendation:

Approve Resolution 2025-30 authorizing the City Manager to amend contract 090329-TTI

RESOLUTION 2025-30

A RESOLUTION AMENDING CONTRACT 090329-TTI BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF TOPPENISH, WASHINGTON, FOR FINANCIAL AND OTHER CITY SOFTWARE

WHEREAS, on April 22, 2024, the City entered into an agreement with Tyler Technologies pursuant to Resolution 2024-22, and

WHEREAS, the agreement needs amending to include additional work hours to adjust legacy data for the city in accordance with the attached list of terms, a copy of which is attached hereto, marked as exhibit A and incorporated herein by this reference,

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

The amendment to the License and Services Agreement between Tyler Technologies, Inc. and the City of Toppenish is approved in conformity with said exhibit A amended, and the City Manager or Finance Director are directed to prepare an amendment in conformity therewith, and the City Manager is authorized to execute said agreement on behalf of the City.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on May 12, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

TOPPENISH, WA CITY OF Change Order: TYL-2025-0072719*Tyler Technologies***Project:** Toppenish, WA City of 2024-456860-J6Q5F8 - ERP Pro CRM and ICD**Date:** 5/6/25**Client Project Manager:** Adam Vaughn**Tyler Project Manager:** Amber Hester**Reason for Change**

This change order is to authorize additional implementation hours for the Utility Billing conversion process in Toppenish, WA. During data analysis, it was discovered that all service records—both metered and non-metered—were incorrectly tied to metered service types in the legacy system. This requires a manual review of approximately 300 service records to accurately classify and configure them for the ERP Pro system. The additional time will be used by the conversion analyst to complete this validation and ensure proper service configuration prior to go-live.

Impact on Project Scope

The change will extend the implementation effort for Utility Billing by an estimated 10–15 hours, increasing the overall implementation budget. This additional work is necessary to ensure data integrity and prevent configuration issues that could negatively affect billing accuracy and system functionality at go-live. The project timeline is not expected to shift at this time, but this change will increase the number of contracted implementation hours.

Cost	
Cost to Client	\$2,175.00
Cost to Tyler	\$0.00
Total Cost	\$2,175.00

Go-Live Shift?	No
Overall Shifts in Weeks	

Task(s)	Hourly Rate	Billable Hours	Nonbillable Hours	Task Category
	\$145.00	15	0	

Acceptance

Note: No changes may be made to this project without the agreement of the Project Manager(s) and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.

ApprovalDate	ApprovedBy	Title



Request for Council Action

Agenda Bill No.: 25-040

Meeting Date:	May 12, 2025
Subject:	Recommendation of Selection, Wastewater Treatment Plant Indirect Biosolids Dryer System – Engineering and Construction Administration Services
Attachments:	Resolution 2025-31
Presented by:	Dan Ford, PE – City Manager
Approved for Agenda by:	Dan Ford, PE – City Manager

Discussion:

The Wastewater Treatment Plant (WWTP) is without means to manage solids and produce biosolids due to failed equipment.

On April 28th the City Council authorized the City manager to purchase a dryer for the WWTP. The City solicited Statements of Qualifications (SOQ) from Engineering and Construction Administration Service firms to install the purchased dryer.

Two proposals were received and opened on April 24th, City staff reviewed and scored the SOQ and HLA Engineering and Land Surveying was selected as the appropriate proponent to perform this project.

This work was anticipated with the purchase of the dryer and funding is budgeted and available.

Fiscal Impact:

The exact amount of the contract is unknown. Funds have been verified with Budget and Finance Director Vaughn.

Recommendation:

Approve Resolution 2025-31, authorizing the City Manager execute a contract with HLA Engineering and Land Surveying Inc.

RESOLUTION 2025-31

**A RESOLUTION APPROVING THE RECOMMENDATION OF
SELECTION FOR WASTEWATER TREATMENT PLANT INDIRECT
BIOSOLIDS DRYER SYSTEM – ENGINEERING AND CONSTRUCTION
ADMINISTRATION SERVICES**

WHEREAS the City of Toppenish is in need to make improvements at the Wastewater Treatment Plant to manage solids, and

WHEREAS an indirect biosolids dryer system has been evaluated to be the City’s best option to meet EPA permit compliance and to manage solids, and

WHEREAS the City approved purchase of an indirect biosolids dryer system, and

WHEREAS the City needs engineering and construction administration services to complete the installation of the purchased dryer system, and

WHEREAS the City publicly solicited Statements of Qualifications (SOQ) from qualified firms for the engineering and construction administration services and received two submittals from engineering firms, and

WHEREAS after reviewing the SOQ, City staff recommend the City Council authorize the City Manager to enter into an agreement HLA Engineering and Land Surveying Inc., for construction and administration services for this work,

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

Section 1. Approval: The City Manager is authorized and directed to take appropriate steps to enter into a Contract with HLA Engineering and Land Surveying Inc. for engineering and construction administration services on behalf of the City.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto..

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on May 12, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney



Request for Council Action

Agenda Bill No.: 25-041

Meeting Date:	May 12, 2025
Subject:	Rentschler Lane Street Improvements Design Work
Attachments:	Resolution 2025-32 Approving HLA Task Order No. 2025-03, Task Order No. 2025-03, GIS Image of Site
Presented by:	Mike Heit, HLA Engineering and Land Surveying Inc.
Approved for Agenda by:	Dan Ford, City Manager

Background:

In 2024 Busy Bee’s Child Development Center (Busy Bee’s) expanded their existing facility to accommodate more children at their site located on 801 Guyette Avenue. Due to the expansion, roadway improvements to the graveled Rentschler Avenue were identified and required to receive a Certificate of Occupancy for the addition. In an effort to allow the business to begin utilizing the new addition, and ensure compliance with the City’s Codes and Standards, the City issued Busy Bee’s a Temporary Certificate of Occupancy that would be finalized once roadway improvements were completed.

Busy Bee’s coordinated with Yakima Valley Community Foundation (YVCF) to obtain a \$100,000.00 grant for the design work, project management, and an eventual SEID grant application through Yakima Valley Development Association (YCDA). YCDA offers the SEID grant program for public infrastructure projects to support private investment and job creation. Both the YVCF monies and the SEID grant are required to be managed and expensed by a governmental agency. The eventual SEID grant funding would support the construction element of this project.

Discussion:

The City has been provided funding of \$100,000.00 to complete the design work and apply for further grant funding from YCDA via the SEID grant program, to conduct this work the City has engaged HLA Engineering and Land Surveying (HLA) for their services.

HLA’s services for this project can be briefly summarized into three parts:

1. Design Engineering
 - Design of plans, cost estimation, and bidding services.
2. SIED Funding Application
 - Drafting of application and presentation to SEID Board.
3. Construction Engineering
 - Construction project management services.

Staff has coordinated with the applicant, YVCF, and YCDA on the phasing and development of this project.

While the funding is to support the Busy Bee’s facility, the City is able to conduct this project using this funding as it benefits the development of public streets and right-of-way. The proposed road improvements could also provide further investment in development of nearby properties

due to a closer proximity of full street improvements, increasing economic development in the area. It is important to note that next SEID grant cycle applications are due by June 19, 2025.

Fiscal Impact:

None

Recommendation:

Approve Resolution 2025-32, authorizing the City Manager to sign Task Order 2025-03.

RESOLUTION 2025-32

A RESOLUTION OF THE CITY OF TOPPENISH,
WASHINGTON, APPROVING THE TASK ORDER 2025-03
WITH HLA ENGINEERING AND LAND SURVEYING, INC.
FOR DESIGN, PROJECT MANAGEMENT, AND GRANT
WRITING SERVICES.

WHEREAS, the City of Toppenish (hereinafter the "City") has entered into an agreement with HLA Engineering and Land Surveying Inc. (HLA) for engineering services; and

WHEREAS, the City is in need of professional engineering and project management services for the design and management of a section of Rentschler Lane; and

WHEREAS, HLA is a professional engineering firm with staff expertise to provide the services required for this project for an amount not to exceed \$100,000.00,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY TOPPENISH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval: Task Order 2025-03 between HLA and the City of Toppenish outlining the scope of work for the design, project management, and grant writing for a section of Rentschler Lane is approved and the City Manager is authorized and directed to execute said agreement on behalf of the City.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on the ____ day of _____, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

TASK ORDER NO. 2025-03

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:**Rentschler Lane Improvements**
HLA Project No. 25098E

The City of Toppenish (CITY) plans to make improvements to Rentschler Lane in conjunction with the new Busy Bee Daycare expansion. This daycare development project has been awarded a Yakima Valley Community Foundation grant and it is anticipated Yakima County Supporting Investments in Economic Development (SIED) funding will be obtained by the CITY to fund the balance of the project. This development will support private investment and job creation within Toppenish. The project will make frontage improvements to the property to be developed, including business access, curb, gutter, and sidewalk, storm drainage facilities, and 160 linear feet of water main improvements with valve and hydrant assembly. HLA will assist the CITY to determine desired outcomes of the SIED funded construction project, available grant and loan amounts and options, and required funding match. Other HLA tasks will involve gathering required data and necessary information to be included with the SIED funding application.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Rentschler Lane Improvements (PROJECT). HLA will assist the CITY to prepare and submit a SIED funding application, provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) including bidding services, and provide engineering services during construction for the PROJECT. HLA services shall include the following.

1.0 Design Engineering

- 1.1 Land Survey.
 - a. Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications, including call for utility locates.
 - b. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances. If required, title reports will be ordered by HLA and paid for by the CITY.
 - c. HLA will prepare an existing right of way map for the PROJECT area.
- 1.2 90% Plans & Estimate.
 - a. Perform field investigations necessary to design the identified improvements.
 - b. Prepare 90% plans, specifications, and a cost estimate of improvements for review and approval by the CITY.
 - c. Perform review of public and private utilities including CITY stormwater, domestic water, sanitary sewer, and irrigation; and Cascade Natural Gas, Pacific Power, Lumen Technologies, Charter Communications, and Fiber Optic lines to determine general locations and size of facilities.
 - d. Notify private utilities of pending improvements and advise of PROJECT schedule.
 - e. Meet with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. One (1) meeting is anticipated.

- 1.3 100% Plans, Specifications, and Estimate.
 - a. Prepare 100% plans, specifications, and a cost estimate of improvements for review and approval by the CITY.
 - b. Attend a review meeting with the CITY to address and resolve 100% comments.
 - c. Perform quality assurance and quality control review of all final documents.
 - d. Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.
 - e. Provide final plans and specifications to the CITY in PDF format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
 - f. Provide two (2) printed copies of contract documents to the CITY.
 - g. Prepare advertisement for bids. Coordinate with CITY on number and location publications and submit advertisement on behalf of the CITY. All advertising fees to be paid by the CITY.
- 1.4 Post bid documents to HLA website and notify the CITY, funding agency, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.5 Answer questions and/or supply information as requested by prospective bidders.
- 1.6 Prepare and issue addenda to contract documents, if necessary.
- 1.7 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make recommendation of award.

2.0 SIED Funding Application

- 2.1 Meet with CITY for up to two (2) one-hour meetings to discuss the SIED funding application and desired project outcomes.
- 2.2 Meet with CITY and Yakima County Development Association (YCDA) to discuss PROJECT available grant and loan amounts, and the required funding match.
- 2.3 Prepare cost estimates, exhibits, other necessary documents, and SIED funding application.
- 2.4 Assist CITY with gathering required data and information from the developer and others to include with the SIED funding application.
- 2.5 Populate "Public Sector Project" of SIED funding application for CITY review and consideration.
- 2.6 Submit funding application to YCDA for SIED Board consideration.
- 2.7 Prepare Handout and PowerPoint presentation for SIED Board meeting.
- 2.8 Assist the CITY to present the funding request to the SIED Board.

3.0 Construction Engineering

- 3.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 3.2 Review Contractor's submission of certificate of insurance and contract bond.
- 3.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.

- 3.4 Prepare and transmit notice to proceed to Contractor.
- 3.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 3.6 Furnish a resident engineer (Inspector) to be on site and provide surveillance of construction for compliance with plans and specifications for the duration of the working days identified in Time of Performance, based on standard 40-hour work weeks. If the Contractor is authorized by the CITY to work extra hours or extend Contract Time, then an amendment will be executed by the CITY to compensate for additional work required by HLA.
- 3.7 Receive and maintain project communications from Contractor during construction and compile project documentation.
- 3.8 Review Contractor's submission of contract and materials submittals, samples and shop drawings. Field verification of materials incorporated into project.
- 3.9 Maintain material submittal list for duration of PROJECT.
- 3.10 Respond to Contractor requests for information (RFI).
- 3.11 Interpret plans and specifications when necessary.
- 3.12 Prepare daily progress reports.
- 3.13 Prepare and distribute weekly statements of working days.
- 3.14 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 3.15 Review acceptance sampling and testing results for compliance with specifications. Quality assurance testing firm and tests to be paid by contractor.
- 3.16 Coordinate and administer weekly construction meetings for the duration of the working days identified in Time of Performance.
- 3.17 Perform measurement and computation of pay items and maintain quantity ledger.
- 3.18 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 3.19 Prepare proposed contract change orders and/or force account computations as required.
- 3.20 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 3.21 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer.
- 3.22 Monitor the Contractor's compliance with federal and state labor standards, including Intent to Pay Prevailing Wages, Certified Payroll Reports (when required), Affidavits of Wages Paid and Wage Rate Interviews.
- 3.23 Prepare all progress payments and recommendation of PROJECT acceptance.
- 3.24 Provide a link to construction labor documents, completed punch list, record drawings, and final contract voucher certification on a file sharing network for CITY download.
- 3.25 Prepare and submit Notice of Completion of Public Works Contract (NOC).

- 3.26 Monitor lien releases from state agencies.
- 3.27 Notify CITY when retainage may be released.
- 3.28 Coordinate and administer a PROJECT completion debrief meeting with CITY, HLA, and contractor if requested by CITY.

4.0 Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

5.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 5.1 Provide all information as to CITY requirements for the PROJECT.
- 5.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT. All design submittals (90% and final) shall be reviewed by the CITY and returned to HLA within two (2) weeks of each submittal.
- 5.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 5.4 Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 5.5 Pay for advertising, notices, or other publications as may be required.
- 5.6 Pay for all necessary permits and testing fees not paid by the Contractor.
- 5.7 The CITY shall provide any existing right of way files that are pertinent to the design. No right-of-way acquisition is planned as part of the PROJECT. No temporary construction easements (TCE's) are expected for the PROJECT. Assistance with right-of-way processes can be provided and billed as Additional Services, as directed by the CITY.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Design Engineering

Design plans, specifications, opinion of cost, and bidding services will be completed within 60 working days following receipt of this signed Task Order.

2.0 SIED Funding Application

- 2.1 A draft SIED funding application will be provided to CITY by May 30, 2025, the final funding SIED funding application will be provided to YCDA by June 19, 2025, and SIED Board presentation is anticipated July 3, 2025.

3.0 Construction Engineering

- 3.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, project acceptance, and release of retainage.

- 3.2 A maximum of fifteen (15) working days has been assumed for the construction of improvements, utilizing a standard 40-hour work week.
- 3.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the fifteen (15) working days shall be considered additional services.

4.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All design engineering services will be performed for the lump sum fee of \$50,000.

2.0 SIED Funding Application

All SIED funding application work shall be performed for the lump sum fee of \$5,000.

3.0 Construction Engineering

All construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$45,000. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be billed as additional services until an amendment to this Task Order is executed.

4.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses.

Proposed:  Date 4/15/2025
HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Toppenish
Daniel Ford, PE, City Manager