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1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Executive Session

a. Purpose: To discuss potential litigation with legal counsel

Time: 15 minutes

Action: None

3. Approve Agenda

4. New Employee Introduction

a. Andrew Hattori

5. 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.

6. 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 October 14, 2024, Regular Meeting

[b.](#) Approve Payroll Checks Numbers 36817 through 36828, and Electronic Transfers EFTPR3352 through EFTPR3363 in the total amount of \$300,854.59 dated October 22, 2024

[c.](#) Approve Claims Checks Numbers 99713 through 99787 and Electronic Transfers EFTAP426 through EFTAP427 in the total amount of \$391,845.91 dated October 28, 2024

7. New Business

[a.](#) AB 24-066: 2025 Budget Overview

[b.](#) AB 24-067: [Proposed] Resolution 2024-43, Approve 2024-2026 Growth Management Act Periodic Update Grant

c. AB 24-068: [Proposed] Resolution 2024-44, Approve Task Order for Growth Management Act Periodic Update

d. AB 24-069: Updates from Public Safety Committee Chair

8. Council Meeting Reports and Community Announcements

9. Adjournment

Next Council Meeting Will Be Held on November 4, 2024

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
October 14, 2024

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

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton, and Councilmembers Naila Prieto Duval, George Garcia, Ezequiel Morfin, and Cristian Sanchez

Absent: Councilmember Josh Garza

Staff: City Manager Dan Ford, City Attorney Gary Cuillier, Budget and Finance Director Adam Vaughn (FD Vaughn), Chief of Police Joseph Mehline, Fire Chief Tim Smith, Interim Public Works Director Shaun Burgess, Information Technologies Service Manager Van Donley, City Clerk Heidi Riojas, and Community Television 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, Morfin, and Sanchez responded their attendance during roll call. Councilmember Garza was not present at the meeting.

Councilmember Morfin moved, seconded by Councilmember Garcia to excuse Councilmember Garza from the October 14, 2024, Regular Meeting. Motion carried unanimously.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Morfin to approve the October 14, 2024, Agenda. Motion carried unanimously.

PUBLIC COMMENT

The City Council received comments from the public during the meeting.

CONSENT AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Consent Agenda items a through e:

- a. Approve Minutes of the September 23, 2024, Regular Meeting
- b. Approve Minutes of the September 30, 2024, Special Meeting
- c. Approve Minutes of the October 7, 2024, Study Session
- d. Approve Payroll Checks Numbers 36806 through 36816, and Electronic Transfers EFTPR3341 through EFTPR3351 in the total amount of \$214,159.08 dated October 7, 2024

- e. Approve Claims Checks Numbers 99612 through 99712, and Electronic Transfers EFTAP422 through EFTAP425 in the total amount of \$283,691.74 dated October 14, 2024, and void Check Numbers NR99488, and NR99571
- Motion carried unanimously.

NEW BUSINESS

Resolution 2024-41: A Resolution Accepting Proposal For Managed Print and Copy Services With Abadan and Authorizing the City Manager to Enter Into Contract with LEAF Capital Funding, LLC, and Abadan Sales Order Agreement, and Abadan Service Agreement.

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to approve Resolution 2024-41. Motion carried unanimously.

Resolution 2024-42: A Resolution Authorizing the City Manager to Extend an Agreement with Mobile Modular to Provide Temporary Housing for the Police Department.

Councilmember Morfin moved, seconded by Councilmember Garcia to approve Resolution 2024-42. Motion carried unanimously.

Set November 12, 2024, as the date for the First Public Hearing for the Proposed 2024 Preliminary Budget.

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to Set November 12, 2024, as the date for the First Public Hearing for the Proposed 2025 Preliminary Budget. Motion carried unanimously.

Set November 25, 2024, as the date for a Public Hearing Regarding Revenue Sources and 2025 Property Tax Levy.

Councilmember Prieto Duval moved, seconded by Councilmember Morfin to Set November 25, 2024, as the date for a Public Hearing Regarding Revenue Sources and 2025 Property Tax Levy. Motion carried unanimously.

Set November 25, 2024, as the date for the Final Public Hearing for the Proposed 2025 Final Budget.

Councilmember Morfin moved, seconded by Councilmember Sanchez to Set November 25, 2024, as the date for the Final Public Hearing for the Proposed 2025 Final Budget. 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 7:30 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 10/1-10/15, 2024

Fund Number	Description	Amount
001-000-013	Executive	\$11,489.71
001-000-014	Finance, Record	\$16,294.33
001-000-017	Risk Management	\$4,578.32
001-000-018	Central Services, Personnel Services	\$17,579.40
001-000-021	Law Enforcement	\$75,581.63
001-000-022	Fire Services	\$49,302.18
001-000-024	Protective Inspections	\$5,586.37
001-000-058	Planning and Community Development	\$416.84
001-000-076	Pool, Park Facilities	\$6,354.21
030-000-021	Criminal Justice Fund	\$36,364.10
050-000-000	Special Projects Fund	\$959.73
101-000-000	Street Fund	\$5,087.12
108-000-000	Cemetery Fund	\$5,177.38
157-000-000	Cable TV Fund	\$5,934.31
401-000-000	Water Fund	\$19,946.18
403-000-000	Wastewater Fund	\$24,324.58
405-000-000	Solid Waste Fund	\$15,878.20
Grand Total		\$300,854.59

Payroll Checks

Payroll Checks 36817-36828 and Electronic Transfers EFTPR3352-EFTPR3363.

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

October 24, 2024
Date

Accounts Payable Check Register

October 28, 2024

Number	Vendor Name	Account Description	Amount
99713	Dustin Crist	Travel	\$126.00
99714	Toppenish Mural Society	Memberships- Registrations - Subscriptions	\$250.00
99715	Adams View Glass and Screen, LLC	Service Repair/Maintenance Vehicle	\$513.00
99716	ADT Security Services, Inc.	Alarm Monitoring - 50% of Rec Bldg & Pool	\$47.51
		Alarm Monitoring - 50% Rec Building	\$47.51
		Check Total:	\$95.02
99717	Alfonso Gutierrez	Miscellaneous - Refunds	\$40.00
99718	Allen, James	Professional Services	\$125.00
99719	Amazon Capital Services	Capital Purchase - Equipment	\$133.70
		Capital Purchase Equipment	\$22.35
		Office & Operating Supplies	\$1,089.16
		Operating Maintenance Supplies - General	\$32.37
		Operating/Maint. Supplies	\$20.71
		Operating/Maint. Supplies - General	\$166.43
		Operating/Maintenance Supplies - General	\$1,236.20
		Personal Protective Equipment	\$129.59
		Recreation Program Costs	\$348.47
		Service/Repair Maintenance - PW Shop	\$382.09
		Small Tools & Minor Equipment	\$90.00
		Check Total:	\$3,651.07
99720	Anatek Labs, Inc.	Professional Services	\$55.00
99721	Axon Enterprise, Inc.	Capital Purchase - Equipment	\$345.60
		Service Repair/Maintenance Vehicles	\$3,650.84
		Check Total:	\$3,996.44
99722	Bud Clary Ford Hyundai	Capital Purchase - Police Vehicle	\$60,895.86
99723	Central Machinery Sales, Inc.	Repair & Maintenance Equipment	\$341.18
99724	Cintas Corporation #605	Rentals	\$141.62
		Uniform Cleaning	\$412.63
		Check Total:	\$554.25
99725	City of Sunnyside - Finance Dept.	Communications Services Sunnyside	\$18,864.62
		Corrections Services Sunnyside	\$6,489.00
		Counsel for Indigents	\$29,111.56
		Court Services	\$29,111.56
		Check Total:	\$83,576.74
99726	City of Toppenish	Professional Services	\$110.00
99727	Code Publishing, LLC	Codification Services	\$76.14
99728	Criminal Justice Training Commission	Memberships- Registrations - Subscriptions	\$400.00
99729	Crowder, Guadalupe	Miscellaneous - Refunds	\$20.00
99730	Dell Marketing L.P.	Capital Purchase Equipment	\$4,557.12
		Computer Equipment - Police	\$11,062.63

Check Total:			\$15,619.75
99731	Department of Ecology - Cashiering Unit	Intergovernmental Loan Interest - EL150107	\$770.52
		Intergovernmental Loan Principal - EL150107	\$1,834.88
Check Total:			\$2,605.40
99732	Department of Labor & Industries - Vessel Section	Service Repair/Maintenance Welcome Center Bldg	\$60.20
99733	Dept. Of Transportation	Service Repair & Maintenance Equipment - Traffic Control Devices	\$168.44
99734	DKS Associates	SS4A - Professional Services	\$6,795.00
99735	Elwood Staffing Services, Inc.	Professional Services - Seasonal Help	\$3,326.83
99736	Employment Security Dept.	Unemployment Compensation	\$13,054.38
99737	Federal Express Corporation	Postage	\$21.35
99738	Galls, Inc.	Postage	\$8.63
		Uniforms & Clothing	\$331.72
Check Total:			\$340.35
99739	GMP Consultants LLC	Professional Services	\$2,437.92
99740	Gray & Osborne, Inc.	Professional Services	\$2,186.24
99741	Hach Company	Chemicals	\$586.50
99742	HLA Engineering and Land Surveying, Inc.	2022 Water Meter Replacement Project - Engineering	\$318.00
		Jackson Street - Eng Services	\$1,143.93
		Jackson-Juniper - Eng Services	\$6,838.00
		Professional Services	\$20,414.48
Check Total:			\$28,714.41
99743	Howard's Tire Factory Inc	Repair & Maintenance - Vehicles	\$2,701.46
		Service Repair/Maintenance Vehicles	\$229.01
Check Total:			\$2,930.47
99744	Ideal Lumber & Hardware, Inc.	Graffiti Program Supplies	\$7.83
		Office & Operating Supplies	\$26.45
		Operating Maintenance Supplies - General	\$655.61
		Operating/Maint. Supplies	\$12.90
		Operating/Maint. Supplies - General	\$15.26
		Operating/Maintenance Supplies - General	\$132.77
		Operating/Maintenance Supplies - Vehicles	\$155.69
		Recreation Program Costs	\$380.26
		Service Repair/Maintenance Equipment	\$3.99
		Service/Repair Maintenance - PW Shop	\$19.34
		Small Tools & Minor Equipment	\$4,388.40
Check Total:			\$5,798.50
99745	Ignacio Juarez	Miscellaneous - Refunds	\$20.00
99746	Intermountain Cleaning Service, Inc.	Janitorial Services - City Hall	\$1,715.00
		Janitorial Services - Public Works	\$1,650.79
		Operating/Maint. Supplies	\$409.37
Check Total:			\$3,775.16
99747	Jayden Sanchez	Recreation Program Costs	\$650.00
99748	Jesus Mondragon Hernandez	Miscellaneous - Refunds	\$20.00

99749	Johnson Controls Security Solutions LLC	Alarm Monitoring	\$2,150.07
99750	Jonathan Castellanos	Miscellaneous - Refunds	\$20.00
99751	Lab Test	WWTP Testing Services	\$350.00
99752	Mansfield Alarm Co. Inc.	Alarm Monitoring	\$289.78
99753	Masters Telecom LLC	Telephone	\$17.09
99754	Midvalley Community Access TV	Web Hosting (MVTv)	\$2,400.00
99755	Northwest Code Professionals	Professional Services	\$3,934.52
99756	O.L. Luther Co., Inc.	Operating Maintenance Supplies - General	\$1,055.70
99757	ODP Business Solutions, LLC	Office & Operating Supplies	\$274.79
99758	O'Reilly Auto Parts	Operating/Maintenance Supplies - General	\$43.18
		Operating/Maintenance Supplies - Vehicles	\$359.46
		Service Repair/Maintenance Equipment	\$18.45
		Service/Maintenance Agreements	\$63.26
		Check Total:	\$484.35
99759	Oxarc, Inc.	Chemicals	\$58.97
99760	Pacific Office Automation	Photocopies - WWTP	\$5.71
99761	Pacific Office Automation	Rentals	\$126.37
99762	Pacific Power & Light Co.	Electricity	\$9,354.28
		Electricity - Cemetery	\$364.59
		Electricity - Parks	\$278.08
		Electricity - Street Lights	\$4,777.53
		Electricity - Traffic Signals	\$251.08
		Lift Station Electricity	\$392.09
		WWTP Electricity	\$9,999.78
		Check Total:	\$25,417.43
99763	Paul Deccio Installations	Capital Purchase - Police Vehicle	\$9,180.00
99764	Rathbun Iron Works, Inc.	Operating/Maintenance Supplies - General	\$86.39
		Operating/Maintenance Supplies - Vehicles	\$32.38
		Check Total:	\$118.77
99765	Screening Mimies	Personal Protective Equipment	\$435.37
99766	Securitas Technology Corporation	Alarm Monitoring	\$184.39
99767	SHC Medical Center Toppenish	Medical Services	\$1,340.71
99768	Sholtys, John	LEOFF Out Pocket Medical	\$39.00
99769	Solid Waste Division	Dump Site Fees	\$20,163.05
		Miscellaneous Fees & Charges	\$58.18
		Check Total:	\$20,221.23
99770	Swan Vocational Enterprises	Recreation Program Costs	\$216.00
99771	The Bunker Tri-Cities LLC	Personal Protective Equipment	\$60.87
		Uniforms	\$42.41
		Uniforms & Clothing	\$1,025.79
		Check Total:	\$1,129.07
99772	T-Mobile USA Inc.	Professional Services	\$200.00
99773	True North Equipment	Operating/Maintenance Supplies - Vehicles	\$1,394.98
99774	Tyler Technologies Inc.	Finance Software	\$3,552.50

99775	U.S. Bank Corporate Payment Systems	Capital Purchase - Equipment	\$73.71
		Memberships - Registrations - Subscriptions	\$9.99
		Memberships- Registrations - Subscriptions	\$623.00
		Miscellaneous Fees & Charges	\$983.87
		Office & Operating Supplies	\$235.99
		Professional Services	\$211.20
		Recreation Program Costs	\$395.70
		Rentals	\$792.00
		Small Tools & Minor Equipment	\$486.89
		Travel	\$1,990.00
		Check Total:	\$5,804.35
99776	Uline, Inc	Uniforms	\$46.15
		Uniforms & Clothing	\$138.47
		Check Total:	\$184.62
99777	Valley Title Guarantee Inc.	Sewer Sales NonResidential	\$13.93
		Solid Waste Services	\$4.11
		Water Sales NonResidential	\$13.63
		Check Total:	\$31.67
99778	Verizon Wireless	Small Tools & Minor Equipment	\$26.04
		Telephone	\$3,860.76
		Telephone - Utility Billing	\$42.31
		Check Total:	\$3,929.11
99779	VESTIS	Rentals	\$32.42
99780	Washington State Auditor's Office	Accounting & Auditing Services	\$2,921.10
99781	Washington State Treasurer	Death Investigation Account	\$0.66
		DOL Tech Support	\$71.47
		Domestic Violence Prevention Acct.	\$15.00
		Highway Safety Account	\$3.17
		Judicial Information Services	\$301.73
		P: State Building Code Fee - Remit to State	\$45.50
		School Zone Safety	\$1.62
		St Gen Fund 93 (WA Auto Theft)	\$123.73
		State General Fund 40	\$1,258.70
		State General Fund 50	\$713.91
		State General Fund 54	\$4.79
		State Patrol Highway Account	\$3.81
		Trauma Care	\$61.82
		Traumatic Brain Injury Account	\$61.46
		Check Total:	\$2,667.37
99782	Weinmann, Gene E.	Postage	\$3.60
		Professional Services	\$1,923.75
		Check Total:	\$1,927.35
99783	Wells Fargo Vendor Fin Serv	Photocopies	\$70.77
		Rentals	\$383.80
		Check Total:	\$454.57

99784	Yakima County Department of Corrections	Corrections Services Yakima County	\$29,602.44
		Medical Services	\$88.36
		Check Total:	\$29,770.80
99785	Yakima County GIS	IT Services - Community Dev	\$85.00
99786	Yakima County Treasurer	County Crime Victims	\$46.18
99787	Yvette Vera	Recreation Program Costs	\$21.00
EFTAP426	Heritage Bank	Analysis Service Charge	\$344.62
EFTAP427	Washington State Department of Revenue	Excise Taxes	\$24,873.37
		Sales Tax Remitted	\$238.18
		Check Total:	\$25,111.55
	Grand Total		\$391,845.91

Accounts Payable Checks 99713-99787, EFTAP426-EFTAP427

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.

October 24, 2024

Adam Vaughn, Finance Director



Request for Council Action

Agenda Bill No.: 24-066

Meeting Date:	10/28/2024
Subject:	2025 Budget Overview
Attachments:	2025 Budget Overview Presentation
Presented by:	Adam Vaughn, Finance Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion: The 2025 Preliminary budget is prepared for the City Council’s review over the next few weeks. Finance Director Vaughn will give an overview of the budget for 2025. We strongly encourage the Council to read the City Manager’s letter in the budget for a more in-depth conversation.

The 2024 budget was approved with an expected decrease of the City’s General Fund balance of \$2.25 million. This usage of fund balance is not sustainable, and as a result City Staff has requested Council action over the course of the year to decrease that amount. Vehicle License fee increases, a 5% rate increase, and the change in where investment revenue is recorded has had a tremendous impact on reducing this deficit. As it stands, because of these actions and staff planning, the deficit has been reduced to about \$1.4 million. This deficit will be reduced by another \$400,000 if the Metropolitan Park District measure passes during the upcoming election. Costs continue to rise for the City, so any reduction in the deficit is a commendable accomplishment.

While a significant accomplishment to reduce the deficit by nearly a million dollars, The City still has a tremendous amount of work to do to get the deficit to zero. With the current deficit, the City will be bringing its general fund balance down to about \$1 million. Quick math shows that another \$1.4 million deficit in 2026 will bring us into the red. This is important, it is extremely rare for a City to take its fund balance to zero, and City staff will cut essential positions before it allows the City’s fund balance to go negative.

Before this budget is passed, the Council will need to vote on a utility rate increase and approve a new fee schedule that has modified recreation and cemetery fees. If the Metropolitan Park District does not pass, staff will recommend a reduction in parks, aquatics, and recreation services.

Fiscal Impact: The City’s FY2025 budget total is \$18,308,798

Recommendation: None at this time.

Alternatives: None at this time.

2025 Budget

Roadmap

- Tonight – City Council Meeting – **Budget Overview**
- 11/4/2024 – City Council Study Session – **Department Overview**
- 11/12/2024 – City Council Meeting – **Rates/Other Revenue and First Public Hearing**
- 11/25/2024 – City Council Meeting – **Property Tax Hearing and Final Public Hearing**
- 12/2/2024 – City Council Study Session – **Outstanding Questions**
- 12/9/2024 – City Council Meeting – **Budget Adoption**

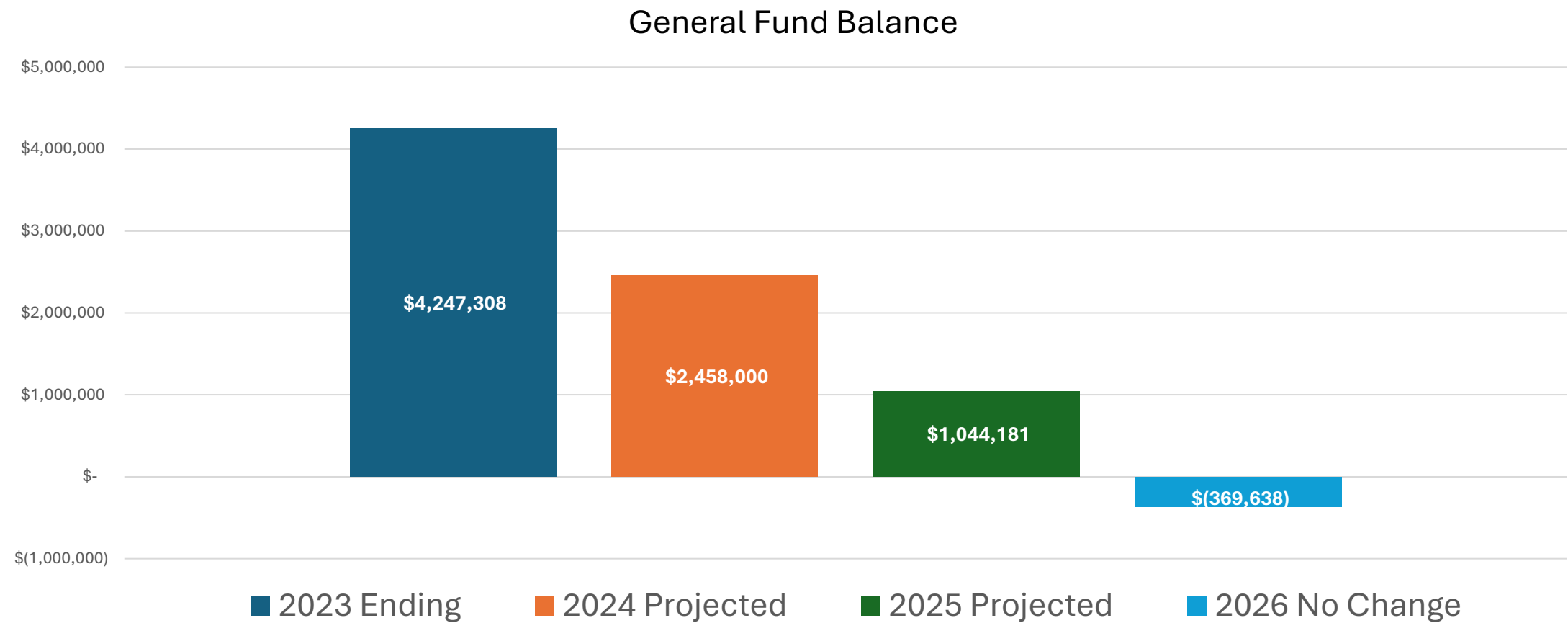
How to Read the Budget

1. Citizen's Guide
 - Where does the money go and come from?
2. City Manager's Letter
 - How was the budget developed, what are the major trends staff is seeing?
3. Financial Summary
 - What is the structure, how has that changed in the last few years?
4. Funds
 - Are City funds breaking even? What does the "Use of Fund Balance" line say?
5. Line Items
 - What are the specific costs our programs are made up of?

Total Budget

- Expenditures
 - All Funds without Fund Balance – \$18,308,798
 - All Funds with Fund Balance – \$28,245,693
- Revenue
 - All Funds without Fund Balance – \$16,846,469
 - All Funds with Fund Balance – \$28,245,693
- General Fund (All fund that start with “0” this is 001 and 030)
 - Total Revenue – \$7,105,066
 - Total Expenditures – \$8,518,885
 - Deficit – \$1,413,819

Deficit (15% fund balance target - \$1,277,833)

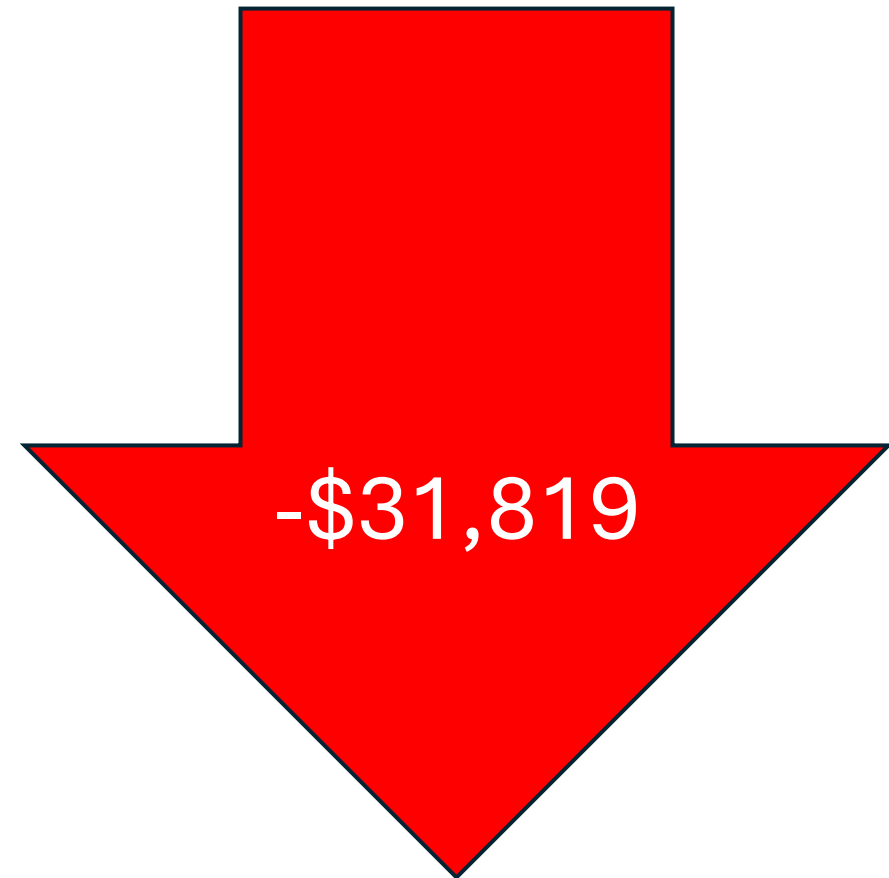


Deficit

- Sales Tax – 2% Reduction
- Property Tax – 1% Cap
- Forecasting Adjustments – \$188,090 adjustment for Utility Tax 2024 Revenue projections
- WCIA – 5% increase
- Health Insurance – 8% increase
- Court Costs – \$150,000
- Investment Ordinance – \$435,000
- Vehicle License Fees – \$110,810
- Temporary Police building – \$120,348
- Capital Funding reduction – \$365,000
- Position Reductions - \$381,000
- Cemetery Perpetual Care – Potential \$120,000 of Savings TBD

2025 Fund Balance Estimate with no action

- Vehicle License Fee Increase
- 5% Rate Increase
- Investment Ordinance
- Position Reductions



What would it take to fix the deficit now?

- First, wait for the Metropolitan Park District results (\$435,000 difference if full \$0.75 property tax put into place)
 - Consider level of service if district does not pass
- Average Salary including benefits – \$127,356
 - Range from \$77,127 – \$256,022
- Increase Utility Tax percentage – About \$80,000 per 1%
- Implement Business and Occupation Tax – Unknown total impact
- Reduction in Overtime – \$275,100 budgeted (PD and Fire)
- No Police Vehicle Replacement – \$135,000

Personnel

- FTE (Full-Time Equivalent)
 - 55→52
- Reclassification
 - Development Services Director → Community and Economic Development Director
 - Community TV Manager → Recreation Activities Program Manager
 - Public Works Office Manager → Executive Assistant to the City Manager
- Not Included
 - Assistant City Manager
 - Activities Program Manager (Combined position with Community TV Manager)
 - Accounting Manager
 - Public Works Superintendent (not an FTE reduction because the employee moved to the Public Works Director position)

Personnel Continued

- IAFF and FOP (Fire and Police) → 4% Wage increase for 2025
 - 7% in 2023
 - 5% in 2024
 - Contracts are through 2025
- Teamsters (Public Works, CED, Finance, Code) → Currently in negotiation
 - 2% in 2023
 - 7.8% in 2024
- Non-Union → 4% Wage increase for 2025
 - 5% in 2023
 - 5% in 2024

Outstanding Items

- Rate increases → Preliminary Budget assumes a 3% increase for utility funds
- Cemetery Fees and Perpetual Care
- Metropolitan Park district and recreation fees/service



Request for Council Action

Agenda Bill No.: 24-067

Meeting Date:	October 28, 2024
Subject:	2024-2026 Growth Management Act Periodic Update Grant
Attachments:	Resolution 2024-43 Interagency Agreement with Washington State Department of Commerce
Presented by:	Shaun Burgess, Interim Public Works Director
Approved for Agenda by:	Dan Ford, PE, City Manager

Discussion:

The City of Toppenish received a \$125,000 grant from the Department of Commerce to complete its required Growth Management Act Periodic Update. The grant funding is based on the state biennium and needs to be expended by June 30, 2026, with half of the amount allocated in each biennium year.

The proposed Resolution is to authorize the City Manager to sign the Interagency Agreement with the Department of Commerce for the 2024-2026 Growth Management Act Periodic Update Grant in the amount of \$125,000.

Fiscal Impact: \$0

Recommendation: Approve Resolution 2024-43 authorizing City Manager to sign the Interagency Agreement for a 2024-2026 Periodic Update Grant

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

RESOLUTION 2024-43

**A RESOLUTION APPROVING AN INTERAGENCY AGREEMENT
BETWEEN THE WASHINGTON STATE DEPARTMENT OF COMMERCE
AND THE CITY OF TOPPENISH
FOR THE 2024-2026 GROWTH MANAGEMENT ACT PERIODIC UPDATE**

WHEREAS the City Of Toppenish has the opportunity to partner with the Washington State Department of Commerce to receive funding to complete its required Growth Management Act (GMA) Periodic Update, and

WHEREAS the City Council has reviewed and considered said proposed agreement and deems it to be in the best interest of the City to accept the award of \$125,000 for the GMA Periodic Update,

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

The attached Interagency Agreement between the Washington State Department of Commerce and the City of Toppenish is approved, and the City Manager is authorized and directed 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 October 28, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

GARY M. CUILIER, City Attorney



Interagency Agreement with

City of Toppenish

through

Growth Management Services

**Contract Number:
25-63335-166**

For

GMA Periodic Update Grant – FY2025

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY.....	4
2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING.....	4
3. CONTRACT MANAGEMENT	4
4. COMPENSATION	4
5. BILLING PROCEDURES AND PAYMENT	4
6. SUBCONTRACTOR DATA COLLECTION	6
7. INSURANCE	6
8. FRAUD AND OTHER LOSS REPORTING	6
9. ORDER OF PRECEDENCE	6
GENERAL TERMS AND CONDITIONS.....	7
1. DEFINITIONS	7
2. ALL WRITINGS CONTAINED HEREIN	7
3. AMENDMENTS	7
4. ASSIGNMENT	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	7
6. COPYRIGHT	8
7. DISPUTES	9
8. GOVERNING LAW AND VENUE	9
9. INDEMNIFICATION	9
10. LICENSING, ACCREDITATION AND REGISTRATION	9
11. RECAPTURE.....	9
12. RECORDS MAINTENANCE	9
13. SAVINGS	9
14. SEVERABILITY.....	10
15. SUBCONTRACTING	10
16. SURVIVAL.....	10
17. TERMINATION FOR CAUSE.....	10
18. TERMINATION FOR CONVENIENCE.....	11
19. TERMINATION PROCEDURES.....	11
20. TREATMENT OF ASSETS	12
21. WAIVER	12
ATTACHMENT A: SCOPE OF WORK.....	13
ATTACHMENT B: BUDGET	14

Face Sheet

Contract Number: 25-63335-166

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Toppenish 21 W First Ave Toppenish, WA 98948		2. Contractor Financial Representative Adam Vaughn Budget and Finance Director adam.vaughn@cityoftoppenish.us	
3. Contractor Representative Shaun G. Burgess Public Works Interim Director Shaun.Burgess@CityofToppenish.us		4. COMMERCE Representative Deanah Watson Senior Planner deanah.watson@commerce.wa.gov	
5. Contract Amount \$62,500		6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	
7. Start Date Date of Execution		8. End Date June 30, 2025	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007171-00	
12. UBI # 394-000-006		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Toppenish with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR		FOR COMMERCE	
Copy – do not sign			
Dan Ford, Interim City Manager City of Toppenish Date		Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- A. Any publication materials that include logos from other funding partners;
- B. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- C. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **sixty-two thousand, five hundred dollars (\$62,500)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 25-63335-166. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2024, for services and deliverables described under this Agreement.

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

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

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

21. WAIVER

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

Attachment A: Scope of Work

Tasks & Deliverables	Description	End Date
Task 1	Develop periodic update work plan	
Deliverable 1	D1: Periodic update work plan	June 13, 2025
Task 2	Develop a public participation plan	
Deliverable 2	D2: Public participation plan	June 13, 2025
Task 3	Complete critical areas analysis	
Deliverable 3	D3: Critical Areas Checklist	June 13, 2025
Task 4	Complete comprehensive plan analysis and development regulations	
Deliverable 4	D4: Comprehensive Plan Checklist	June 13, 2025
Task 5	Population allocation and Housing allocation	
Deliverable 5	D5: Population allocation and Housing allocation	June 13, 2025
Task 6	Land Use Study	
Deliverable 6	D6: Land Capacity Analysis	June 13, 2025

Attachment B: Budget

Deliverable	SFY25 Amount
D1: Periodic update work plan	\$9,375
D2: Public participation plan	\$9,375
D3: Critical Areas Checklist	\$9,375
D4: Comprehensive Plan Checklist	\$12,500
D5: Population allocation and Housing allocation	\$9,375
D6: Land Capacity Analysis	\$12,500
Contract Total (Sate Fiscal Year 2025 only)	\$62,500



Request for Council Action

Agenda Bill No.: 24-068

Meeting Date:	October 28, 2024
Subject:	Growth Management Act Periodic Update
Attachments:	Resolution 2024-44 Task Order No. 2024-07
Presented by:	Shaun Burgess, Interim Public Works Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

Cities must periodically take legislative action to review and, if necessary, revise their comprehensive plans and develop regulations to ensure the plan and regulations comply with the requirements of the Growth Management Act (GMA).

On October 28, 2024, City Council executed an Interagency Agreement with Washington State Department of Commerce to accept the award of \$125,000 and receive Growth Management Act Funding allowing the City of Toppenish to complete periodic updates to Comprehensive Plan.

The City would like to enter into a Task Order with HLA Engineering and Land Surveying, Inc. to develop Commerce approved Comprehensive Plan updates.

Fiscal Impact: No fiscal impact, Department of Commerce allocated \$125,000 for project and task order shall not exceed \$115,000.

Recommendation: Approve Resolution 2024-44 authorizing City Manager to sign Task Order 2024-07

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

RESOLUTION 2024-44

**A RESOLUTION APPROVING THE TASK ORDER WITH HLA
ENGINEERING AND LAND SURVEYING, INC. FOR THE GROWTH
MANAGEMENT ACT PERIODIC UPDATE**

WHEREAS the City of Toppenish has entered into an agreement with HLA Engineering and Land Surveying, Inc. (HLA) for engineering services, and to complete Growth Management Act Periodic Update, and

WHEREAS the City is in need of professional engineering services to complete the Growth Management Act Periodic Update, and

WHEREAS the HLA is a professional engineering firm with staff expertise to provide the services required for this project for an amount not to exceed \$115,000.00,

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

Section 1. Approval: Task Order 2024-07 between HLA and the City of Toppenish outlining the scope of work to complete the Growth Management Act Periodic Update 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 October 28, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

GARY M. CUILIER, City Attorney

TASK ORDER NO. 2024-07

REGARDING GENERAL AGREEMENT BETWEEN CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Growth Management Act Periodic Update
HLA Project No. 24166E

Cities must periodically take legislative action to review and, if necessary, revise their comprehensive plans and development regulations to ensure the plan and regulations comply with the requirements of the Growth Management Act (GMA). The Washington State Department of Commerce (COMMERCE) is allocating \$125,000 to the City of Toppenish (CITY) to finance the GMA Periodic Update for its Comprehensive Plan, Development Regulations, and Critical Areas Ordinance (CAO).

The CITY desires to contract with HLA to develop its required GMA Periodic Update. The scope of services was developed in accordance with RCW 36.70A and includes the development of a work plan and public participation plan; using COMMERCE checklists to review the CITY's existing Comprehensive Plan, Development Regulations, and CAO to identify areas that require updating. HLA will draft required updates to the documents for adopting updated regulations and plans and then will forward a final resolution to COMMERCE.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide the following professional services:

1.0 Periodic Update Project Coordination

- 1.1 Develop Periodic Update work plan.
 - 1.1.1 Identify the scope of the Periodic Update review and schedules for the public to participate.
 - 1.1.2 Finalize work plan for COMMERCE submittal.
- 1.2 Develop a public participation plan.
 - 1.2.1 Develop text and graphics for a Periodic Update project webpage.
 - 1.2.2 Assist the CITY to establish an advisory team to participate throughout the update process.
 - 1.2.3 Develop a community survey and summarize results in a plan appendix.
 - 1.2.4 Develop materials for up to four (4) public engagement meetings.
 - 1.2.5 Draft and finalize public participation plan for COMMERCE submittal.
- 1.3 Develop a public participation report.
 - 1.3.1 Draft a report detailing public meetings: date/times, topic(s) covered, and summary of public input.

1.4 Population and Housing Allocation.

- 1.5.1 Review Yakima County population projections and utilize the established growth rate as the basis for the Periodic Update.
- 1.5.2 Using the COMMERCE Housing and Planning for All Tool (HAPT), allocate projected housing needs across all required income segments.

1.5 Land Use Study

- 1.5.3 Using the population and housing allocations, develop a Land Capacity Analysis to analyze vacant/buildable land utilization within city limits.

2.0 Critical Areas Ordinance Update

2.1 Complete Critical Areas analysis.

- 2.1.1 Use COMMERCE checklist to identify areas in the CAO that need to be updated for compliance with applicable state law.

2.2 Draft CAO update and staff report.

- 2.2.1 Update required sections of the CAO in track changes.
- 2.2.2 Present draft CAO to Planning Commission.

2.3 Public Engagement.

- 2.3.1 Hold one (1) public engagement meeting to discuss required changes to the CAO.

2.4 Adopt CAO.

- 2.4.1 Present final CAO for Council approval.

3.0 Development Regulations Update

3.1 Complete Development Regulations analysis.

- 3.1.1 Use COMMERCE checklist to identify areas in the Development Regulations that need to be updated for compliance with applicable state law.

3.2 Draft Development Regulations update and staff report.

- 3.2.1 Update required sections of Development Regulations in track changes.
- 3.2.2 Present draft Development Regulations to Planning Commission.

3.3 Public Engagement.

- 3.3.1 Hold one (1) public engagement meeting to discuss required changes to Development Regulations.

3.4 Adopt Development Regulations Ordinance.

- 3.4.1 Present final Development Regulations Ordinance for Council approval.

4.0 Comprehensive Plan Update

- 4.1 Complete Comprehensive Plan Analysis.
 - 4.1.1 Use COMMERCE checklist to identify areas in the Comprehensive Plan that need to be updated for compliance with applicable state law.
- 4.2 Draft mandatory elements of the Comprehensive Plan, in accordance with RCW 36.70A.070.
 - 4.2.1 Land Use Element
 - 4.2.2 Housing Element
 - 4.2.3 Capital Facilities Element
 - 4.2.4 Utilities Element
 - 4.2.5 Transportation Element
 - 4.2.6 Economic Development Element
 - 4.2.7 Park and Recreation Element
- 4.3 Public Notice and SEPA.
 - 4.3.1 Draft combined notice of application and SEPA document for CAO, Development Regulations, and Comprehensive Plan updates for CITY issuance.
 - 4.3.2 Submit notice to COMMERCE for 60-day review.
 - 4.3.3 Present draft Comprehensive Plan elements to Planning Commission.
 - 4.3.4 Compile and incorporate written comments.
 - 4.3.5 Draft SEPA determination for CITY issuance.
- 4.4 Public Engagement.
 - 4.4.1 Hold up to two (2) public engagement meetings to discuss required changes to the Comprehensive Plan.
- 4.5 Adopt Comprehensive Plan.
 - 4.5.1 Present final Comprehensive Plan for Council approval.
- 4.6 Draft Resolution finding the Periodic Update required by RCW 36.70A.130(1) is complete and send to COMMERCE.

5.0 Additional Services

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

6.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 6.1 Provide full information as to CITY requirements for the project, including but not limited to Toppenish's Comprehensive Plan, Development Regulations, and CAO.
- 6.2 Assist HLA by placing at their disposal all available information pertinent to data associated with the CITY, which may be enhanced or different from data publicly available at the 2020 Census Data.

- 6.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 6.4 Provide HLA the contact information of proposed advisory team participants.
- 6.5 Create and update a multi-lingual CITY web page to be maintained during the Periodic Update development to boost outreach to overburdened communities and vulnerable populations by sharing the planning schedule, planning progress, and anticipated outreach opportunities.
- 6.6 Provide meeting spaces for up to four (4) public engagement meetings and coordinate CITY Council agenda inclusion of each of the CITY Council presentations.
- 6.7 Obtain approval from City Council for the CAO, Development Regulations Ordinance, and Comprehensive Plan.

TIME OF PERFORMANCE:

HLA will begin developing the Growth Management Act Periodic Update upon receipt of this executed Task Order. The Periodic Update effort is anticipated to run through the term of the Commerce Grant contract (June 30, 2026). HLA will complete the final document within thirty (30) days following submittal to Commerce (Task 4.6).

FEE FOR SERVICES:

For services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be adjusted between phases, but the maximum amount shall not exceed \$115,000.00 without written agreement of both parties.

1.0 Periodic Update Project Coordination

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$42,000.00.

2.0 Critical Areas Ordinance Update

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$24,000.00.

3.0 Development Regulations Update

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$24,000.00.

4.0 Comprehensive Plan Update

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$25,000.00.

5.0 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 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. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

Proposed:


HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President


Date

Approved:

City of Toppenish
Dan Ford, City Manager

Date



Request for Council Action

Agenda Bill No.: 24-069

Meeting Date:	October 28, 2024
Subject:	Updates from Public Safety Committee Chair
Attachments:	Draft letter prepared by Councilmember Cristian Sanchez
Presented by:	Councilmember Chair Naila Prieto Duval
Approved for Agenda by:	Dan Ford, City Manager

NOTE: The numbered items below will be discussed individually during the meeting.

Discussion:

During the Public Safety Committee meeting on October 21, 2024, the committee members motioned for the following items to be presented to Council for further discussion:

1. Committee of the Whole to Include Full Council to Attend Committee Meetings – Special Meeting
2. Update meeting schedule to 5:00 p.m. on the 4th Monday of each month.
3. Discussion on the extreme weather shelter.
4. Discussion on submitting letter to Legislators and Commissioners to share the City's need for more public safety funding.

Fiscal Impact:

Recommendation:

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

Dear Senator King,

As members of the Toppenish Public Safety Committee, we are writing to express our deep concern regarding the ongoing public safety issues in our community. In recent years, the City of Toppenish has faced a significant challenge in addressing drug-related activities, associated violence, and other inappropriate behaviors. These incidents, including public indecency and open sexual activity, have become a disturbing pattern, negatively impacting the quality of life for our residents.

Despite the City of Toppenish’s efforts to increase patrols, we are limited by resource constraints and the challenges posed by our geographic location. With only 14 commissioned police officers, the Toppenish Police Department often struggles to respond promptly to emergency calls, especially during peak hours. This lack of personnel can lead to delays in response times and a feeling of insecurity among our residents.

We believe that additional funding and resources are essential to address these pressing public safety concerns. By investing in increased police presence, improved street-lighting, and necessary equipment, we can enhance the safety and well-being of our community. We urge you to consider our recommendations and support measures to strengthen public safety in Toppenish. By working together, we can create a safer and more enjoyable environment for our residents.

Sincerely,
Toppenish Public Safety Committee

Cristian Sanchez Councilmember	Dan Ford City Manager
Naila Prieto Duval Councilmember	Joseph Mehline Police Chief
George Garica Councilmember	Tim Smith Fire Chief