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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 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](#)

5. New Business

- a. [AB 25-030: \[Proposed\] Resolution 2025-24, Accept Comprehensive Plan Climate Element Public Participation Plan](#)
- b. [AB 25-031: \[Proposed\] Resolution 2025-25, Approval of Interlocal Agreement with the City of Sunnyside for Inmate Housing](#)
- c. [AB 25-032: \[Proposed\] Resolution 2025-26, Approval of Interlocal Agreement with City of Yakima, SunComm 9-1-1 for Dispatch Services](#)
- d. [AB 25-033: \[Proposed\] Resolution 2025-27, Approval of Jackson-Juniper Watermain Improvements - Change Order No. 1](#)
- e. [AB 25-034: \[Proposed\] Resolution 2025-28, Award Bid for Wastewater Treatment Plant Indirect Biosolids Dryer System - Equipment Only](#)

6. Council Meeting Reports and Community Announcements

7. Adjournment

Next Council Meeting Will Be Held on May 5, 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 14, 2025**

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, Josh Garza, and Cristian Sanchez
Staff: City Manager Dan Ford, City Attorney Daniel B. Heid, Public Safety Director Joseph Mehline, Budget and Finance Director Adam Vaughn, Community Economic Development Director Andrew Hattori, 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, Mayor Pro Tem Belton and Councilmembers Prieto Duval, Garcia, Garza, and Sanchez responded their attendance during roll call.

APPROVE AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve the April 14, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENT

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

CONSENT AGENDA

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

- a. Approve Minutes of the March 24, 2025, Regular Meeting
- b. Approve Minutes of the April 7, 2025, Study Session
- c. Approve Payroll Checks Numbers 36951 through 36954, Electronic Transfers EFTPR3475 through EFTPR3478 and Bank Drafts DFT51 through DFT55 in the total amount of \$225,203.92
- d. Approve Claims Checks Numbers 100470 through 100540, Bank Drafts DFT46, and DFT50 in the total amount of \$712,227.71 and void check NR100471

Motion carried unanimously.

PUBLIC HEARING

Public Hearing 1999 HME Ladder Truck Surplus.

Mayor Saavedra opened the public hearing at 7:07 p.m.

FD Vaughn reported that the City Council authorized the surplus of the 1999 HME Ladder Truck during its Regular Meeting on July 22, 2024. The City has negotiated a sale agreement with Yakima County Fire District No. 5 for the purchase of the fire truck at a price of \$55,000. As required by Chapter 39.33 RCW, a public hearing must be held for the sale of any surplus item valued over \$50,000.

PSD Mehline noted that all equipment currently on the fire truck will be included in the sale. A key benefit of this transaction is that the City will be able to classify the truck as a backup unit, which will support improvements to the City's fire protection rating.

There being no comments from the public, Mayor Saavedra closed the public hearing at 7:15 p.m.

NEW BUSINESS

Resolution 2025-16: A Resolution Authorizing the City Manager to Payoff Washington Department of Ecology Loan 150107.

Councilmember Prieto Duval moved, seconded by Councilmember Garcia to approve Resolution 2025-16. Motion carried unanimously.

Resolution 2025-17: A Resolution Authorizing the City Manager to Extend an Agreement with Mobile Modular to Provide Temporary Housing for the Police Department.

Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Resolution 2025-17. Motion carried unanimously.

Resolution 2025-18: A Resolution Approving and Authorizing the Collective Bargaining Agreement Between the City of Toppenish and Teamsters Local Union No. 760 (FLSA Exempt Supervisors) for the Period January 1, 2025 Through December 31, 2027.

Councilmember Prieto Duval moved, seconded by Councilmember Garcia to approve Resolution 2025-18. Motion carried unanimously.

Resolution 2025-19: A Resolution of the City Council of the City of Toppenish, Washington Approving the Memorandum of Understanding and the Cost Reimbursement Between the Federal Bureau of Investigations Southeast Washington Safe Streets Task Force and the City of Toppenish Public Safety Division of Police and Fire.

Councilmember Prieto Duval moved, seconded by Mayor Pro Tem Belton to approve Resolution 2025-19. Motion carried unanimously.

Resolution 2025-20: A Resolution of the City Council of the City of Toppenish, Washington, Approving the Interlocal Memorandum of Understanding (MOU) Between the City of Yakima (COY) and the Maryland Network Against Domestic

Violence (MNADV), and the Forseti Software End User and Services Agreement, to Implement the Lethality Assessment Program 2.0 (LAP).

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Resolution 2025-20. Motion carried unanimously.

Resolution 2025-21: A Resolution of the City Council of the City of Toppenish, Washington, Adopting the 2025 Yakima Valley Emergency Management Interlocal Agreement.

Councilmember Garza moved, seconded by Councilmember Garcia to approve Resolution 2025-21. Motion carried unanimously.

Resolution 2025-22: A Resolution Approving Amendment No. 1 to the Task Order 2024-02 with HLA for the Jackson Street and Juniper Street Watermain Improvements, for the City of Toppenish, Washington.

Councilmember Prieto Duval moved, seconded by Councilmember Garza to approve Resolution 2025-22. Motion carried unanimously.

Resolution 2025-23: A Resolution of the City Council of the City of Toppenish, Washington, Waste Water Treatment Plant Indirect Biosolids Dryer System – Equipment Only Contract Bond.

Councilmember Garza moved, seconded by Councilmember Garcia to approve Resolution 2025-23. Motion carried unanimously.

Approve and Authorize Refuse Can Replacement Purchase.

Councilmember Prieto Duval moved, seconded by Councilmember Garza to Approve and Authorize Refuse Can Replacement Purchase \$23,518.72. 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 8:09 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 4/1-4/15, 2025

Description	Payment Type	Payment Number	Amount
Benefits Only Employees	Regular	36955-36960	\$0.00
IAFF-MERP	Regular	36961	\$450.00
Northwest Administrators Trans	Regular	36962	\$2,339.20
Teamsters Local 760	Regular	36963	\$1,048.00
Toppenish Police Officer Association	Regular	36964	\$808.50
Treasurer IAFF #2328	Regular	36965	\$407.50
United Way Of Yakima Co.	Regular	36966	\$3.00
Vimly Benefit Solutions, Inc.	Regular	36967	\$92,125.22
Dept. of Labor & Industries (EFT)	Bank Draft	EFTPR3479	(\$24.69)
ESD - PFML (EFT)	Bank Draft	EFTPR3480	\$311.10
ESD - LTC (EFT)	Bank Draft	EFTPR3481	(\$0.02)
WA ST Support Registry (EFT)	Bank Draft	DFT0000064	\$150.00
MissionSquare (EFT)	Bank Draft	DFT0000065	\$6,134.22
Nationwide (EFT)	Bank Draft	DFT0000066	\$1,898.28
DRS (EFT)	Bank Draft	DFT0000067	\$24,206.14
IRS (EFT)	Bank Draft	DFT0000068	\$39,243.80
Aflac (EFT)	Bank Draft	DFT0000071	\$150.56
WCIF PD Dental & Vision (EFT)	Bank Draft	DFT0000072	\$1,727.64
WCIF PD Dental & Vision (EFT)	Bank Draft	DFT0000073	(\$234.44)
ACH Payroll 4/1-4/15, 2025	Bank Draft	ACH Payroll	\$ 122,629.33
Grand Total			\$293,373.34

Payroll Checks

Payroll Checks 36955-36967, Electronic Transfers EFTPR3479-EFTPR3481, DFT0000064-DFT0000068, & DFT0000071-DFT0000073

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

April 23, 2025

Date



City of Toppenish, WA

Check Report

Section 4, Item c.

By Check Number

Date Range: 4/14/03/2025 - 04/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Claims-AP Claims						
11135	Ideal Lumber & Hardware, Inc.	04/14/2025	Regular	0	\$ (1,740.27)	100503
11710	ODP Business Solutions, LLC	04/14/2025	Regular	0	\$ (46.17)	100515
11699	O'Reilly Auto Parts	04/14/2025	Regular	0	\$ (544.98)	100516
11843	PNWS-AWWA	04/14/2025	Regular	0	\$ (442.70)	100522
12664	Tyler Technologies Inc.	04/14/2025	Regular	0	\$ (26,308.25)	100531
10113	American Water Works Association	04/15/2025	Regular	0	\$ 431.00	100541
11710	ODP Business Solutions, LLC	04/15/2025	Regular	0	\$ 90.88	100542
11699	O'Reilly Auto Parts	04/15/2025	Regular	0	\$ 500.27	100543
12664	Tyler Technologies Inc.	04/15/2025	Regular	0	\$ 26,337.25	100544
11135	Ideal Lumber & Hardware, Inc.	04/14/2025	Regular	0	\$ 1,230.68	100545
10005	3B Apparel and Design	04/28/2025	Regular	0	\$ 81.00	36968
10047	ADT Security Services, Inc.	04/28/2025	Regular	0	\$ 95.02	36969
10067	Alba Enterprises	04/28/2025	Regular	0	\$ 200.00	36970
10099	Amazon Capital Services	04/28/2025	Regular	0	\$ 560.68	36971
10324	Bud Clary Ford Hyundai	04/28/2025	Regular	0	\$ 54,850.40	36972
10390	Cascade Natural Gas Corp.	04/28/2025	Regular	0	\$ 2,093.04	36973
320225666	CenturyLink	04/28/2025	Regular	0	\$ 22.58	36974
314273475	CenturyLink	04/28/2025	Regular	0	\$ 2,571.77	36975
10443	Chandler Distributing Co. Inc.	04/28/2025	Regular	0	\$ 139.46	36976
10467	City of Sunnyside - Finance Dept.	04/28/2025	Regular	0	\$ 35,738.28	36977
10610	Dale Northrup	04/28/2025	Regular	0	\$ 21.39	36978
10645	Department of Ecology Cashiering Unit	04/28/2025	Regular	0	\$ 2,605.40	36979
10663	DeVries Business Records Management, Inc.	04/28/2025	Regular	0	\$ 24.86	36980
10745	Elvia Cisneros	04/28/2025	Regular	0	\$ 46.41	36981
10755	Employment Security Dept.	04/28/2025	Regular	0	\$ 1,922.76	36982
11108	Howard's Tire Factory Inc	04/28/2025	Regular	0	\$ 138.73	36983
11157	Intermountain Cleaning Service, Inc.	04/28/2025	Regular	0	\$ 1,930.00	36984
11205	Jake's Custom Auto Glass Tinting	04/28/2025	Regular	0	\$ 530.67	36985
11386	Lexipol, LLC	04/28/2025	Regular	0	\$ 82.62	36986
11461	Mansfield Alarm Co. Inc.	04/28/2025	Regular	0	\$ 301.38	36987
11501	Masters Telecom LLC	04/28/2025	Regular	0	\$ 17.11	36988
11515	Media Control Systems. LLC	04/28/2025	Regular	0	\$ 3,319.00	36989
11586	Moon Security Service, Inc.	04/28/2025	Regular	0	\$ 96.19	36990
11726	One Call Concepts, Inc.	04/28/2025	Regular	0	\$ 11.70	36991
11699	O'Reilly Auto Parts	04/28/2025	Regular	0	\$ 70.26	36992
11886	Public Safety Testing, Inc	04/28/2025	Regular	0	\$ 212.00	36993
11904	Racom Corporation	04/28/2025	Regular	0	\$ 2,848.62	36994
12493	Summit Law Group	04/28/2025	Regular	0	\$ 234.00	36995
12500	Sunnyside Sun Media LLC	04/28/2025	Regular	0	\$ 837.00	36996
12516	SymbolArts LLC	04/28/2025	Regular	0	\$ 324.00	36997
12529	Tamara Colley	04/28/2025	Regular	0	\$ 269.00	36998
12550	The Healthy Worker	04/28/2025	Regular	0	\$ 130.00	36999
12559	The Print Guys	04/28/2025	Regular	0	\$ 669.48	37000
12585	TK Elevator Corporation	04/28/2025	Regular	0	\$ 2,391.82	37001
12627	Toppenish Volunteer Firefighters Association	04/28/2025	Regular	0	\$ 600.00	37002
12645	Trevor Pottle	04/28/2025	Regular	0	\$ 65.00	37003
13119	TTR Shipping	04/28/2025	Regular	0	\$ 1,121.25	37004
12664	Tyler Technologies Inc.	04/28/2025	Regular	0	\$ 51,558.53	37005
12748	Verizon Wireless	04/28/2025	Regular	0	\$ 3,436.17	37006
12751	VESTIS	04/28/2025	Regular	0	\$ 36.09	37007
12841	Washington State Treasurer	04/28/2025	Regular	0	\$ 2,395.59	37008
12867	Weinmann, Gene E.	04/28/2025	Regular	0	\$ 1,886.33	37009
12974	Yakima County Department of Corrections	04/28/2025	Regular	0	\$ 12,366.14	37010
12983	Yakima County GIS	04/28/2025	Regular	0	\$ 190.00	37011
Vendor 541	Yakima County Treasurer	04/28/2025	Regular	0	\$ 41.26	37012
12997	Yakima Herald Republic	04/28/2025	Regular	0	\$ 67.20	37013
13012	Yakima Valley Conference of Governments	04/28/2025	Regular	0	\$ 14,077.20	37014

13025	Yakima Valley Tourism	04/28/2025	Regular	0	\$	38	Section 4, Item c.
13064	ZUS Bank Safekeeping	04/28/2025	Regular	0	\$	22.00	37016
11839	Pitney Bowes Inc.	04/11/2025	Bank Draft	0	\$	1,000.00	DFT0000061
123	Washington State Department of Revenue	04/25/2025	Bank Draft	0	\$	23,135.76	DFT0000063
12889	Wex Bank (EFT)	04/25/2025	Bank Draft	0	\$	8,975.30	DFT0000076

Check Report

Date Range: 04/15/2025 - 04/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
11069	Heritage Bank	03/14/2025	Bank Draft	0	-\$488.72	DFT0000047
11069	Heritage Bank	04/15/2025	Bank Draft	0	\$378.01	DFT0000062

Bank Code General Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	0	0	0.00	\$ 232,227.47
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	\$ (29,082.37)
Bank Drafts	2	3	0.00	\$ 33,000.35
EFT's	0	0	0.00	0.00

All Bank Codes Check Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	54	54	0.00	\$232,227.47
Manual Checks	0	0	0.00	\$0.00
Voided Checks	5	5	0.00	-\$29,082.37
Bank Drafts	4	4	0.00	\$33,000.35
EFT's	0	0	0.00	\$0.00
	63	63	0.00	\$236,145.45

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	4/2025	\$236,145.45
			\$236,145.45

Grand Total

\$236,145.45

Accounts Payable Checks 100541-100545, 36968-37016, DFT47, DFT61-DFT63, and DFT76 and void checks 100503, 100515, 100516, 100522, and 100531.

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

4/25/2025



Request for Council Action

Agenda Bill No.: 25-030

Meeting Date:	April 28, 2025
Subject:	Resolution 2025-24 Adopting Comprehensive Plan Climate Element Public Participation Plan
Attachments:	Resolution 2025-24 Adopting Comprehensive Plan Climate Element Public Participation Plan, Climate Element Public Participation Plan
Presented by:	Joseph Calhoun, HLA Engineering and Land Surveying, Inc.
Approved for Agenda by:	Dan Ford, City Manager

Background:

In 2023, Washington state legislation signed House Bill 1181 into law, creating the requirement for jurisdictions planning under the Growth Management Act (GMA) to include a Climate Element within their Comprehensive Plans. The City of Toppenish is currently engaged in updating its Comprehensive Plan and the creation of the Climate Element as a portion of the update. Considering that the Climate Element is brand new to both Cities and residents, a Public Participation Plan (PPP) has been created to engage the public for input during the Element’s creation.

Discussion:

The City of Toppenish values and needs public participation and input as a part of the creation of the Comprehensive Plan’s Climate Element, as such, the City in coordination with our consulting firm, HLA Engineering and Land Surveying, Inc (HLA) and the Climate Advisory Policy Team have developed a Public Participation Plan (PPP). This PPP is intended to guide public outreach efforts throughout the process to ensure early and continuous involvement in decision making. Efforts to encourage participation will continue over the course of the Comprehensive Plan and Climate Element update. The document outlines the public participation opportunities for Toppenish’s Climate Element update, including public engagement methods, timeline, and implementation strategies.

Fiscal Impact:

None

Recommendation:

Approve Resolution 2025-24, adopting a Public Participation Plan for the creation of the Comprehensive Plan’s Climate Element.

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

WHEREAS, the Washington State Growth Management Act, Chapter 36.70A of the Revised Code of Washington (RCW), establishes statewide goals, guidelines and procedural requirements to guide the development, coordination and implementation of long-range plans; and

WHEREAS, RCW 36.70A.035 requires reasonable public participation efforts be conducted whenever comprehensive plans or development regulations are amended; and

WHEREAS, Engrossed Second Substitute House Bill 1181, adopted as Chapter 228, Laws of 2023, amended Chapter 36.70A RCW in several respects to require that each city planning under the Growth Management Act include a Climate Element as part of its Comprehensive Plan periodic review; and

WHEREAS, the City Council finds that adoption of the Public Participation Plan for the development of the Climate Element will further the public health, safety, and welfare;

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

Section 1. Document: The City Manager or designee is hereby authorized to develop a Public Participation Plan as the Climate Element of the City’s Comprehensive Plan, which Public Participation Plan shall be adopted, incorporated in and made a part of the Comprehensive Plan 2026 periodic update is adopted pursuant to RCW 36.70A.140 to supplement the already adopted Public Participation Plan for the Comprehensive Plan 2026 periodic update.

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 April 28, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney



City of Toppenish Climate Element

Public Engagement Plan

Draft

March, 2025



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Background

The WA Legislature passed House Bill 1181 into law in 2023 which requires Washington Cities to update their Comprehensive Plan to build community resilience and reduce greenhouse gas emissions that contribute to global climate change. This law integrates climate planning into Washington’s Growth Management Act (GMA) by including the following:

- Adds a GMA climate change and resiliency goal to: “ensure that comprehensive plans, development regulations, polices, plans and strategies under RCW 36.70A.201 and chapter 47.80 RCW adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety, and enhance environmental justice.”

The WA State Department of Commerce developed an interim guidance document in December 2023 for cities to follow as they work towards implementation.

The City of Toppenish received a \$150,000 grant from Commerce in 2023, funded by Washington’s Climate Commitment Act.

The WA Department of Commerce climate planning grant 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

Purpose

Early and continuous public engagement is an important component of any long-range planning effort. The purpose of this Public Engagement Plan is to reach a diverse population in equitable and meaningful ways. Through public engagement, the city hopes to better understand how the effects of climate change are felt throughout the community. The plan provides for robust public participation which is vital to creating an inclusive and usable Climate Element.

Climate Policy Advisory Team Roles and Responsibilities

Creating and seating members onto a Climate Policy Advisory Team (CPAT) is the first step toward the creation of a new Climate Element. The group will meet periodically throughout the duration of the project, which is scheduled to run through May 2025. Policy team member responsibilities will include:

- Advising staff on project priorities;
- Assist with development of the public participation plan and vision statement;
- Reviewing and providing feedback on key project deliverables;
- Developing goal and policy recommendations; and,
- Encouraging community members to participate in the public process.

A press release was issued in August 2024, and again in November 2024, to invite interested residents to apply to join the group. A renewed effort began in January 2025. The CPAT is composed of the following individuals:

Name	Organization
Jesus (Manuel) Aguirre	Planning Commission
Monica Saldivar	Toppenish School District
Andrew Hattori	CED Director, City of Toppenish
Joseph Calhoun	HLA, Project Consultant

Public Engagement Strategy

In order to engage the public in an equitable manner, the city proposes early and continuous opportunities to provide public comment through the project timeline. The primary ways that Toppenish will reach the public is through the project webpage and public meetings.

Project Webpage

The city established a project webpage dedicated to the Climate Element. Draft documents will be available for public review at various points throughout the planning period. Interested stakeholders will be able to sign up to be included in a mailing list to receive regular updates throughout the planning period. Notices of upcoming public meetings will be posted online when scheduled, and linked on the City’s Facebook page. <https://www.toppenish.gov/planning-commission/page/climate-resilience-planning>

Public Meetings

The city anticipates a wide variety of public and stakeholder engagement opportunities throughout this process. Members of the public are invited to submit written comment about the Climate Element via email or in writing. Public meetings, along with the final council adoption,

will be advertised in the Sunnyside Sun. A total of four public meetings are scheduled, in addition to the final adoption at City Council, as follows:

Meeting 1 – Project kickoff

The project kickoff meeting was held on November 20, 2024, at the Toppenish Planning Commission meeting. An outline of the project was presented including background information, formation of the CPAT, the importance of meaningful public engagement, necessary steps to complete the Climate Element, and a timeline.

Interested stakeholders were encouraged to attend the kickoff meeting to discuss next steps and provide contact information so they can be informed about key timelines and deliverables.

Meeting 2 – Showcase data exhibits

Meeting 2 will include the presentation of a significant amount of climate data. The initial phase of this project includes using a climate mapping tool developed by the University of Washington to identify and explore potential climate hazards. A secondary component of this meeting will be presenting a compilation of existing goals and policies that deal, either directly or indirectly, with climate resilience found in the city’s comprehensive plan, shoreline master program, critical areas ordinance, and work completed for the Yakima County multi-jurisdictional hazard mitigation plan.

Meeting 3 – Review planning process and present new goals and policies

Meeting 3 will outline a review of the planning process to-date and include the presentation of new or modified goals and policies designed to fill climate resiliency gaps. This will be the final public meeting prior to development of the draft plan.

Meeting 4 – Present draft Climate Element and receive final public comment

The final scheduled public meeting is where the draft Climate Element will be presented to the Planning Commission. The draft will include a summary of the previous public engagement meetings along with a list of all comments received. This will be the final meeting to submit public comments prior to presentation of the Climate Element to City Council for adoption.

Final adoption

Once all public comments have been received and implemented into the draft Climate Element, it will be presented to City Council for adoption at an open public meeting.

In order to encourage participation and engage a wide range of stakeholders and interested parties, public meetings will be scheduled in the evening, where practical, and may include light

Climate Resilience Planning

News Release Date:09-24-2024

Back to News



City of Toppenish Climate Resilience Planning

With the passage of E2SHB 1181 during the 2023 Washington state legislative session, The City of Toppenish is now required to add a Climate Change Element to its Comprehensive Plan.

The legislation creates a new mandate that spans several elements in the comprehensive plan, such as transportation, land use, parks and recreation, capital facilities and utilities, environmental, and economic development. The new Climate Element needs to include a resilience sub-element.

The Washington State Department of Commerce developed guidance for local governments to follow as part of this legislation. The City of Toppenish received grant funding through the Climate Commitment Act to complete this work.

refreshments. Meeting dates and times will be advertised on the City’s website as they are scheduled.

Tribal Engagement Strategy

New GMA requirements for Tribal Coordination were established in 2022 by House Bill 1717. RCW 36.70A.040 allows tribes to voluntarily participate in the local comprehensive planning process. The City of Toppenish currently engages with the Yakama Nation through the environmental review process. Additional engagement during this Climate Update process will occur if requested by affected tribes.



Inclusive Outreach

The City of Toppenish will provide multiple opportunities for public engagement, in order to reach all segments of the population. Based on demographic data, the City of Toppenish is 84% Hispanic, 18.3% White, and 9.36% Native (2020 Decennial Census). In order to reach all demographic segments, the city plans on providing notice documents and website information in English and Spanish. The webpage has a built-in translator that is accessible through the ‘select language’ icon at the bottom of the page.

Outreach Goals

Based on the Demographics, the Department of Health Information by Location Tool, and the White House Council on Environmental Quality Climate and Economic Justic Screening Tool the City of Toppenish has developed the following Outreach Goals and Outcomes (See Appendix A for complete Equity Analysis data):

Outreach Goal 1:

Engage the community at-large so that all residents affected by climate change can voice their opinion and contribute to the process.

Outcome 1.1:

Receive a wide variety of comments and opinions from the community.

Outcome 1.2:
Identify alternative methods of outreach and communication, which may change throughout the project timeline, to reach the highest number of residents and interested stakeholders.

Outreach Goal 2:
Through equitable public engagement, identify segments of the community who may be more affected by climate change.

Outcome 2.1:
Ensure that any barriers to achieving meaningful outreach to certain segments of the community such as language, internet access, time-of-day (for public meetings), or others are remedied through appropriate accommodations.

Outcome 2.2:
If necessary based on community requests, provide both an in-person and electronic option for public meetings.

Project Schedule

Based on grant requirements, the City plans on completing this effort by June 2025. Additional project components include the following:

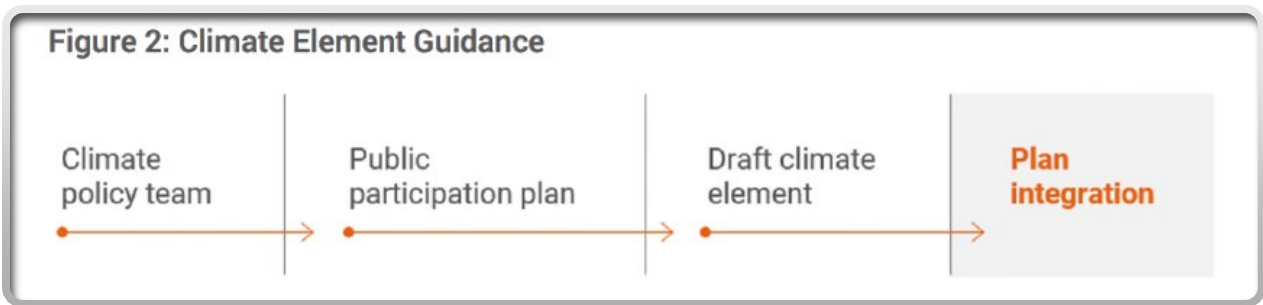


Figure: Dept. of Commerce Climate Element Planning Guidance – Dec. 2023

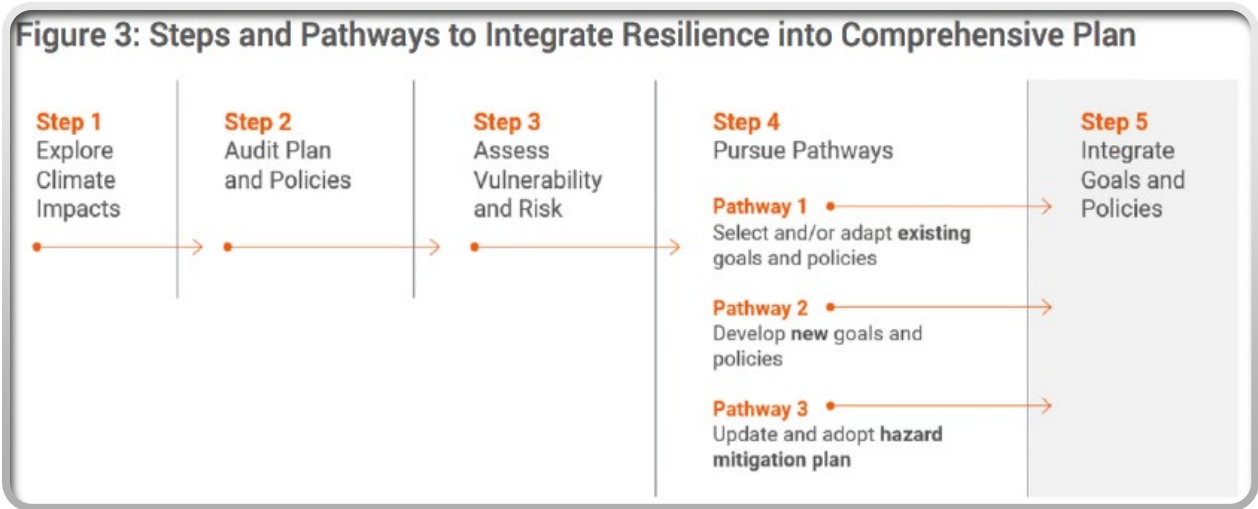


Figure: Dept. of Commerce Climate Element Planning Guidance – Dec. 2023

Contact: Andrew Hattori, Community and Economic Development Director, at Andrew.hattori@cityoftoppenish.us

Appendix A: Equity Analysis

Demographics



The City of Toppenish has a population of 8,854 people, 84% of whom are Hispanic or Latino. The city has 2,415 households and an average household size of 3.94 persons. Spanish is the primary language spoken at home at 74.5%; 25.1% of homes speak English only.

The median age in Toppenish is 28.1. 31.3% of the population is under 18 years old and 11.9% of the population is over the age of 65.

The median household income in Toppenish is \$64,327 which is similar to Yakima County (\$63,865) and below WA State (\$91,306). Approximately 8.4% of Toppenish residents have a bachelor's degree or higher.

The city has a 61.5% employment rate, with the top 3 sectors being Agriculture, forestry, fishing and hunting, and mining (29.8%), Educational services, and health care and social assistance (17.5%), and Manufacturing (11.5%).



About 62.0% of homes are owned in the city limits. The median gross rent for rental housing is \$945 per month.

[Toppenish city, Washington - Census Bureau Profile](#)

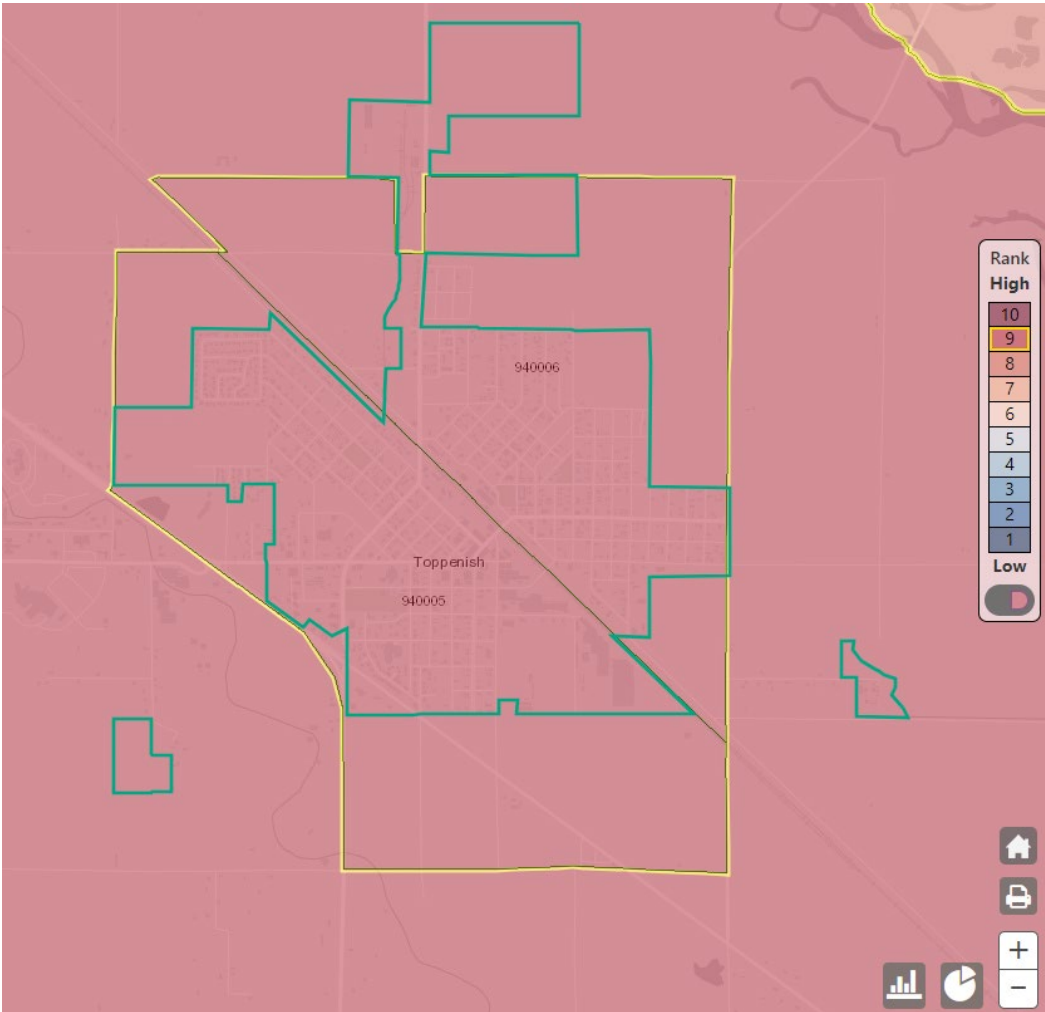
WA State Department of Health

The Washington State Department of Health developed a mapping tool for health disparities that displays location-based information to help identify health disparities in a community. The mapping tool includes a variety of datasets showing information on health outcomes, social determinants of health, and economic determinants of health. The City of Toppenish lies within three Census Tracts: 53077940005, 53077940006 and 53077940002. For the purposes of this analysis, only tracts 53077940005 and 53077940006 will be used because the majority of the population lies within these tracts. Tract 53077940002 includes two areas separated from the City Limits: the cemetery to the SW and the Wastewater Treatment Plant to the east. In addition, there are approximately 135 acres on the north side of the city limits that include railroad property, some industrial use, and mostly vacant land. Due to the size of tract 53077940002, which spans from Granger to Wapato, and the limited city area within, it will not be used in the analysis.

[Information by Location | Washington Tracking Network \(WTN\)](#)

Environmental Health Disparities

Overall, the City of Toppenish ranks 9 out of 10 for Environmental Health Disparities, across both Census Tracts.



Environmental Exposures

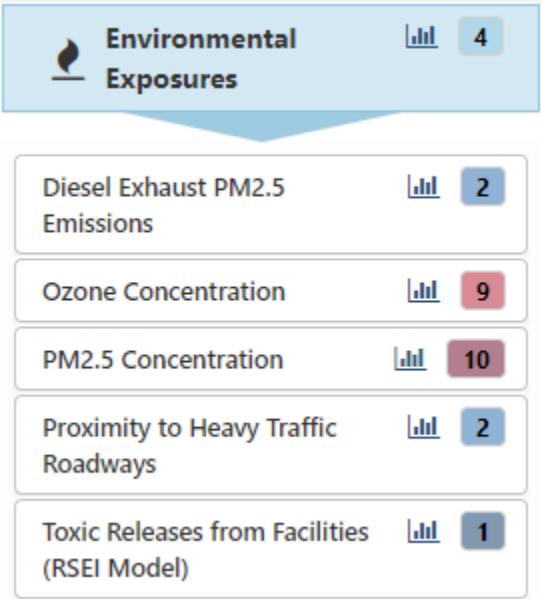
For overall Environmental Exposures, the City of Toppenish ranks between 3 and 4 out of 10, depending on census tract. Across both tracts, the levels of Ozone Concentration and PM2.5 Concentration rank 9/10 and 10/10, respectively.

Ozone Concentration: Ozone is a highly reactive gas consisting of oxygen atoms. Ozone is both anthropogenic and naturally occurring in the upper atmosphere, in both the stratosphere and the troposphere (ground level). While ozone is naturally occurring in the stratosphere, significant amounts of ozone in the troposphere are formed primarily from photochemical reactions between air pollutants such as volatile organic compounds (VOC) and nitrogen oxides (NOx). Sources of these air pollutants include motor vehicles, biogenic sources, solvent use, residential wood combustion, gasoline pumps, and industrial point sources. Depending on sunlight and emission patterns, ozone levels shift.

Significant health threats exist with exposure to high levels of ozone. For those living in areas of serious ozone exposure, health risks include higher rates of asthma and increased daily deaths. In addition, exposure to ozone has been associated with increased cardiovascular and respiratory mortality.

PM2.5 Concentration: Particulate matter is a chemical mixture of particles with diameters that are 2.5 micrometers and smaller. These particles come from many different sources such as residential wood combustion, wildfires and other outdoor burning, dust, industrial point sources, commercial cooking, and motor vehicles. Particulate matter can be emitted directly from a source or form through secondary chemical reactions of chemicals like sulfur oxides and nitrogen oxides. The composition of PM2.5 depends on seasonal periods, geography, and weather patterns, on both local and regional scales.

Particulate matter is extremely hazardous because the small particles can penetrate the bloodstream and be absorbed deep into organs, resulting in poor health outcomes. The elderly, those with preexisting respiratory health conditions, and children are most susceptible to the significant health impacts posed by PM2.5.



Environmental Effects

The City of Toppenish ranks between 8 out of 10 for Environmental Effects. Across both census tracts, Toppenish ranks between 9/10 for Lead Risk from Housing, 10/10 for Proximity to Risk Management Plan Facilities, and 10/10 for Wastewater Discharge.

Lead Risk From Housing: Lead poisoning is a serious but preventable public health issue. Lead is a naturally-occurring toxic heavy metal. Much of the lead found in human environments is due to the use of lead in products such as gasoline and house paint. There are no known safe levels of lead exposure, and even small amounts can lead to significant health implications. Exposure can lead to chronic health conditions, neurological defects, and nervous system damage. Those that live in low socioeconomic housing or in poverty are more likely to live in older homes and be exposed to lead poisoning.

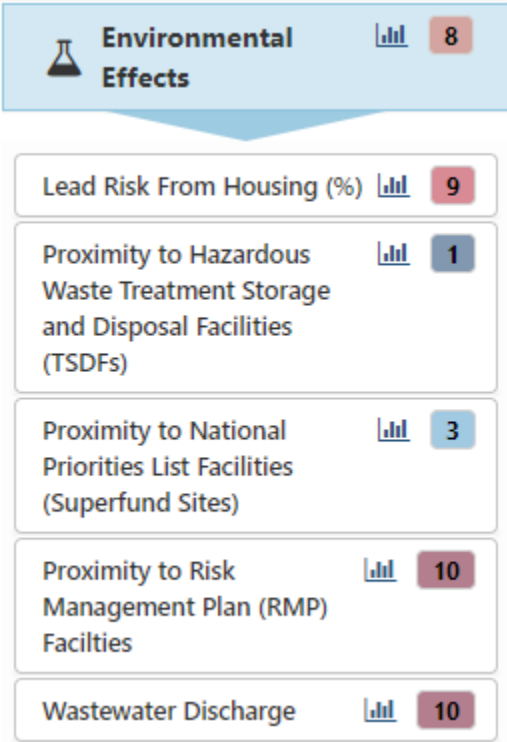
Proximity to Risk Management Plan Facilities: Toxic releases from facilities entails the safe management of toxic substances and occupational risk. Limiting occupational exposure and occupational hazards is key to reducing accidents and unwanted toxic exposures.

Communities living in areas where facilities release toxic chemicals are at greater risk of poor outcomes caused by accidents or unsafe management practices. Studies have shown that communities of color and those of low socioeconomic backgrounds are more likely to live in surrounding areas, placing them at higher risk of potential health impacts such as cardiovascular disease and cancer.

According to the Clean Air Act, RMP plans are federally required for toxic facilities that release extremely hazardous chemical substances to develop a risk management plan that is updated every 5 years. These plans are valuable for first responders and ensure that safe practices are in place to respond to chemical emergencies in the community and improve accident prevention.

Wastewater Discharge: Wastewater refers to the used waste and solids that are released as household sewage. This wastewater flows into a wastewater treatment plant and is stored in underground tanks. The discharge from wastewater plants can pollute the nearby groundwater and surface water if not carefully managed. In such cases, the contaminated storage water can lead to poor health outcomes for many communities that use that water as their drinking water supply. In addition, leaked wastewater could poison and degrade soil and emit dangerous odors significantly impacting farmers.

Communities of color, ethnic minorities, and those in low socioeconomic conditions bear the burden of disease and are most vulnerable to poor health outcomes such as hypertension, cancer, and waterborne infections.



Socioeconomic Factors

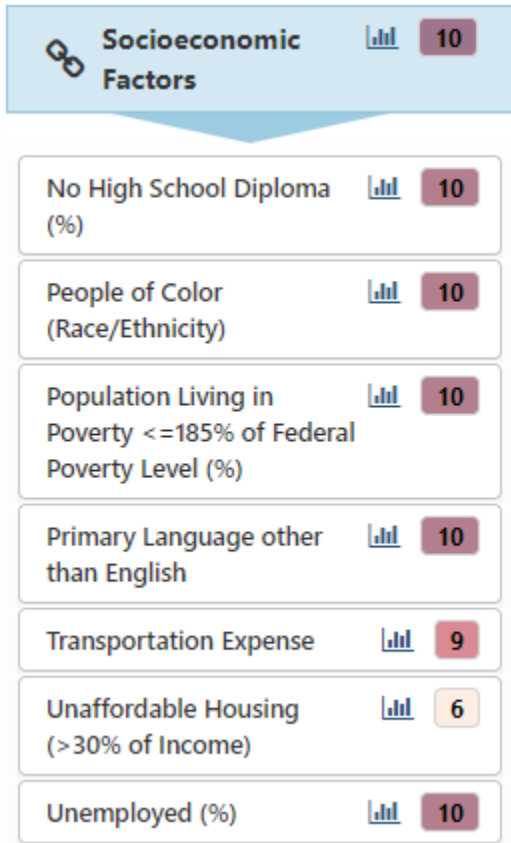
The City of Toppenish ranks 10/10 for Socioeconomic Factors across both census tracts. This metric looks at several compounding factors including: No High School Diploma (10/10), People of Color (10/10), Population Living in Poverty (10/10), Primary Language other than English (10/10), Transportation Expense (9/10), Unaffordable Housing (6/10) and Unemployed (10/10).

No High School Diploma: Educational attainment is a very important social determinant of health as it provides insight into individual and community health and well-being for various health outcomes. Those who have a high school diploma or higher have less risk of mortality caused by particulate matter pollution. Communities with lower educational attainment are more susceptible to developing asthma and other air pollution-related cardiopulmonary health outcomes.

Population Living in Poverty: Poverty is a primary social determinant of health and is strongly associated with exposure to environmental pollutants. Low-income communities are significantly impacted by their socioeconomic status. Economic status shapes one’s nutrition, occupation, housing, access to healthcare resources, and more. Due to increased psychosocial stress and decreased resilience, individuals experiencing poverty bear poor mental and physical health. Furthermore, many do not have the resources or access to healthcare services or delay healthcare due to financial insecurity. Thus, underlying pre-existing health conditions in low income communities may be exacerbated by exposure to environmental pollutants. Individuals in low socioeconomic status face higher concentrations of air pollutants, making them more susceptible to chronic respiratory health outcomes such as asthma. In addition, those experiencing poverty may not have access to safe or healthy living conditions, leading to additional vulnerability to infectious diseases and exposure to environmental hazards.

Primary Language other than English: Linguistic isolation is measured by the US Census Bureau in households to assess if all members 14 years of age or above have at least some difficulty speaking English. Among individuals and communities that have high levels of linguistic isolation, there is a concern about the limited access to health education and health services. Lack of proficiency may place individuals at the loss of clear communication at times of environmental risk or emergencies such as with hazards and air pollution. In addition, households that are linguistically limited might experience greater racial discrimination, social isolation, and increased exposure to environmental pollution.

Transportation Expense: Transportation affordability captures many of the socioeconomic conditions that affect social health and well-being. As a social determinant of health, this indicator may influence the effect of exposure to environmental pollution. Those that experience a transportation burden may be at a greater risk of living in areas of environmental degradation



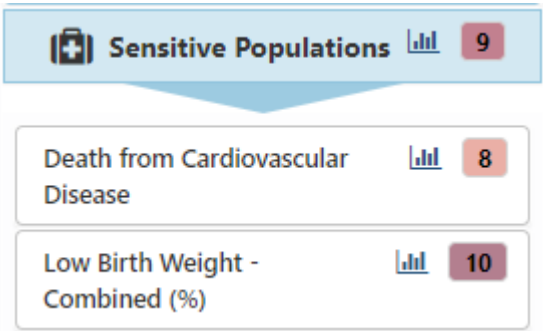
and increased levels of air pollution. Individuals living in areas of heavy traffic and limited transportation options may be exposed to a greater extent of air pollution and experience vulnerability to respiratory health outcomes and increased mortality. Additionally, those that experience transportation burdens may delay medical care and services and suffer more long-term impacts due to financial insecurity or distance to resources. Low-income and financially vulnerable individuals may also experience greater periods of instability, resulting in increased vulnerability to chronic and acute health conditions. Such health effects include stress and depression.

Unaffordable Housing: The housing burden captures many of the socioeconomic conditions that affect social health and well-being. As a social determinant of health, this indicator may influence the effect of exposure to environmental pollution. Those that live with a housing burden may be at a greater risk of living in areas of environmental degradation and increased levels of air pollution. Individuals experiencing a housing burden are at greater risk of exposure to air pollution and higher mortality. Those that experience a housing burden may delay medical care services and suffer more long-term impacts due to financial insecurity. Low-income and financially vulnerable households may also experience greater periods of residential instability, and increased vulnerability to chronic and acute health conditions. Such health effects include stress and depression.

Unemployed: Unemployment is a major factor when considering individual health and well-being. Unemployment can significantly impact mental and physical health as financial and emotional stress increases. This stress may lead to an increased susceptibility to environmental pollutants. With unemployment, individuals may experience the burden of financial strain, resulting in reduced access to healthcare resources, insurance, and nutritious food, leading to an increased risk of poor health outcomes related to environmental pollutants. When experiencing unemployment, individuals experience high levels of biological stress and long-term unemployment may lead to increased morbidity and mortality. Unemployment may lead individuals to seek housing in lower-income areas, which are often associated with higher levels of air pollution and environmental decline. In addition, in communities with high rates of unemployment, the increased cardiovascular disease persists.

Sensitive Populations

Toppenish ranks between a 8 and a 9 out of 10 for Sensitive Populations, based on census tract. This health disparity metric looks at Death from Cardiovascular Disease (9-10/10) and Low Birth Weight (5-10/10).



Death from Cardiovascular Disease: This measure was developed using cardiovascular disease mortality data from the Washington State DOH Center for Health Statistics. The Center for Health Statistics collects information on the deaths of Washington state residents from their death certificates, including the deaths of Washington state residents that died in other states or in Canada.

Mortality from cardiovascular diseases represents the proportion of deaths to a population due to cardiovascular disease. The rate represents the age adjusted rate per 100,000 population.

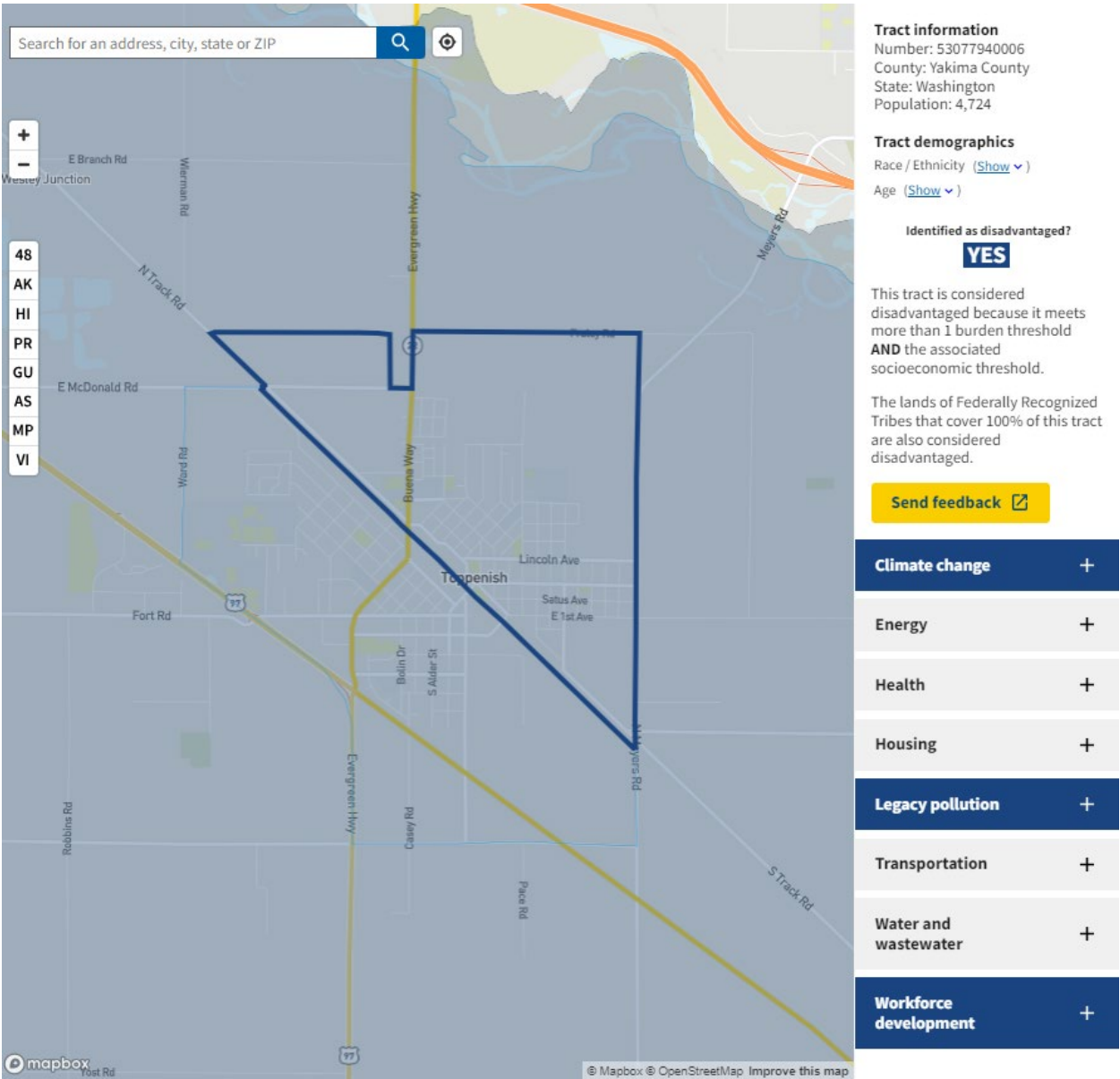
The prevalence of cardiovascular disease in a community truly captures the population susceptible to environmental risk factors; however, no such publicly available data exists. Mortality data may underestimate the true population with pre-existing heart disease in the community.

Low Birth Weight: Outcomes such as Low birth weight (LBW) is a globally recognized marker for population health due to existing disparities because certain demographics put infants at risk of LBW. For example, Black or Hispanic women have a higher risk of giving birth to a LBW baby, or older women have higher risk of delivering a LBW baby. Additional risk factors associated with LBW include nutritional status, lack of prenatal care, stress, and maternal smoking. There is evidence that environmental stressors not only impact LBW infants throughout their lifetime but also put infants at risk for LBW before birth.

Climate and Economic Justice Screening Tool

The White House Council on Environmental Quality developed a Climate and Economic Justice Screening Tool that examines overburdened and underserved areas at the census tract level. As with the above analysis, only Census Tracts 53077940005 and 53077940006 will be included.

[Explore the map - Climate & Economic Justice Screening Tool \(geoplatform.gov\)](https://geoplatform.gov)



Climate change	—	Energy	—	Health	—
Expected agriculture loss rate Economic loss to agricultural value resulting from natural hazards each year	72nd not above 90 th percentile	Energy cost Average annual energy costs divided by household income	72nd not above 90 th percentile	Asthma Share of people who have been told they have asthma	79th not above 90 th percentile
Expected building loss rate Economic loss to building value resulting from natural hazards each year	40th not above 90 th percentile	PM2.5 in the air Level of inhalable particles, 2.5 micrometers or smaller	77th not above 90 th percentile	Diabetes Share of people ages 18 years and older who have diabetes other than diabetes during pregnancy	75th not above 90 th percentile
Expected population loss rate Fatalities and injuries resulting from natural hazards each year	95th above 90 th percentile	AND Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	91st above 65 th percentile	Heart disease Share of people ages 18 years and older who have been told they have heart disease	35th not above 90 th percentile
Projected flood risk Projected risk to properties from projected floods, from tides, rain, riverine and storm surges within 30 years	98th above 90 th percentile			Low life expectancy Average number of years a person can expect to live	63rd not above 90 th percentile
Projected wildfire risk Projected risk to properties from wildfire from fire fuels, weather, humans, and fire movement in 30 years	89th not above 90 th percentile			AND Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	91st above 65 th percentile
AND Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	91st above 65 th percentile				

Housing —		Legacy pollution —		Transportation —	
Housing cost Share of households making less than 80% of the area median family income and spending more than 30% of income on housing	69 th not above 90 th percentile	Abandoned mine land Presence of one or more abandoned mine land within the tract	No	Diesel particulate matter exposure Amount of diesel exhaust in the air	33 rd not above 90 th percentile
Lack of green space Amount of land, not including crop land, that is covered with artificial materials like concrete or pavement	89 th not above 90 th percentile	Formerly Used Defense Sites Presence of one or more Formerly Used Defense Site within the tract	-- missing data	Transportation barriers Average of relative cost and time spent on transportation	70 th not above 90 th percentile
Lack of indoor plumbing Share of homes without indoor kitchens or plumbing	62 nd not above 90 th percentile	Proximity to hazardous waste facilities Count of hazardous waste facilities within 5 kilometers	8 th not above 90 th percentile	Traffic proximity and volume Count of vehicles at major roads within 500 meters	45 th not above 90 th percentile
Lead paint Share of homes that are likely to have lead paint	78 th not above 90 th percentile	Proximity to Risk Management Plan facilities Count of Risk Management Plan (RMP) facilities within 5 kilometers	97 th above 90 th percentile	AND	
AND		Proximity to Superfund sites Count of proposed or listed Superfund (or National Priorities List (NPL)) sites within 5 kilometers	35 th not above 90 th percentile	Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	91 st above 65 th percentile
Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	91 st above 65 th percentile	AND			
		Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	91 st above 65 th percentile		

Water and wastewater —

Underground storage tanks and releases

Formula of the density of leaking underground storage tanks and number of all active underground storage tanks within 1500 feet of the census tract boundaries

2nd
not above 90th percentile

Wastewater discharge

Modeled toxic concentrations at parts of streams within 500 meters

80th
not above 90th percentile

AND

Low income

People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed

91st
above 65th percentile

Workforce development —

Linguistic isolation

Share of households where no one over age 14 speaks English very well

94th
above 90th percentile

Low median income

Comparison of median income in the tract to median incomes in the area

47th
not above 90th percentile

Poverty

Share of people in households where income is at or below 100% of the Federal poverty level

83rd
not above 90th percentile

Unemployment

Number of unemployed people as a part of the labor force

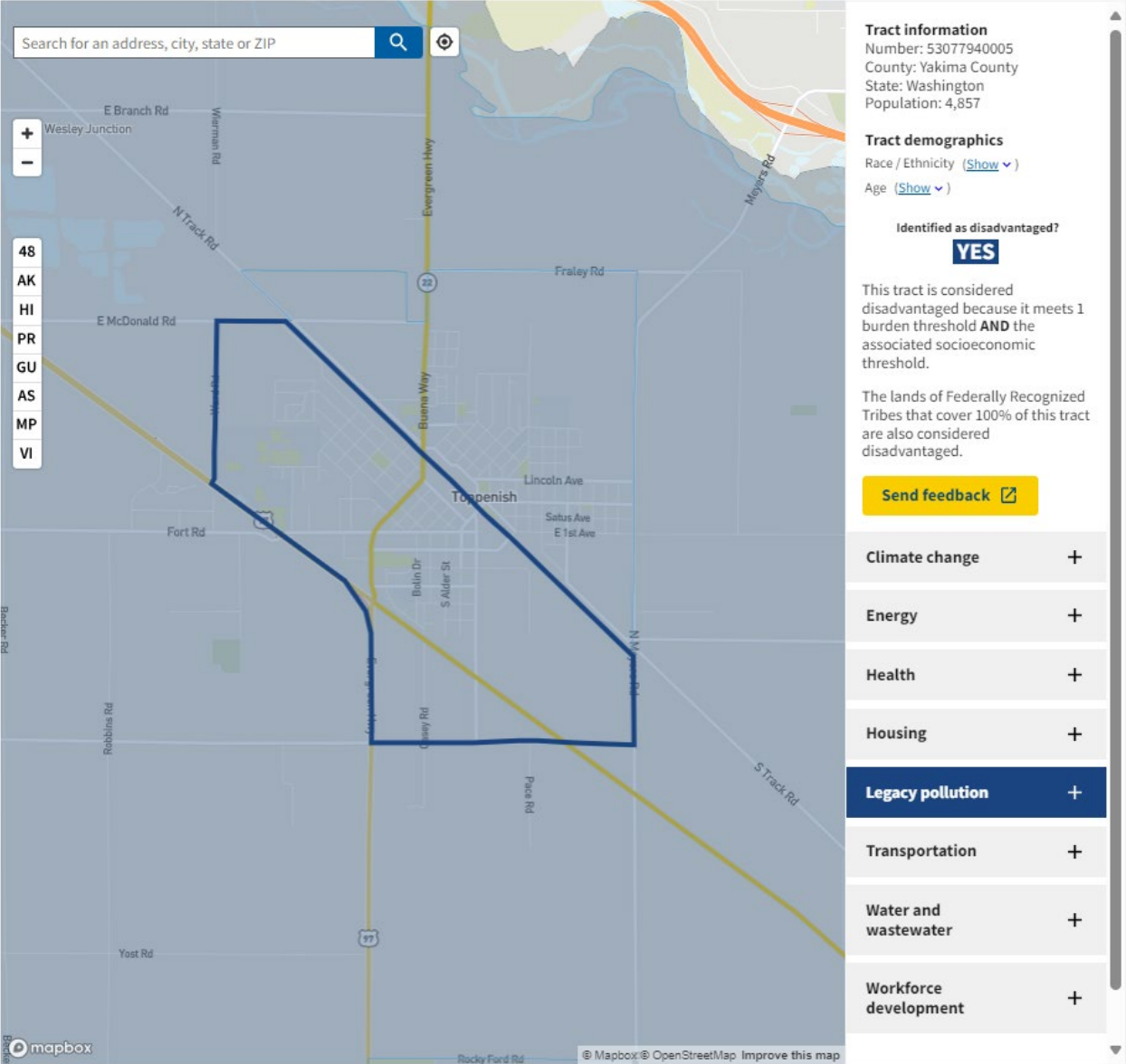
83rd
not above 90th percentile

AND

High school education

Percent of people ages 25 years or older whose high school education is less than a high school diploma

50%
above 10% percent



Climate change	—	Energy	—	Health	—
Expected agriculture loss rate Economic loss to agricultural value resulting from natural hazards each year	61st not above 90 th percentile	Energy cost Average annual energy costs divided by household income	59th not above 90 th percentile	Asthma Share of people who have been told they have asthma	75th not above 90 th percentile
Expected building loss rate Economic loss to building value resulting from natural hazards each year	3rd not above 90 th percentile	PM2.5 in the air Level of inhalable particles, 2.5 micrometers or smaller	77th not above 90 th percentile	Diabetes Share of people ages 18 years and older who have diabetes other than diabetes during pregnancy	71st not above 90 th percentile
Expected population loss rate Fatalities and injuries resulting from natural hazards each year	70th not above 90 th percentile	AND Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	87th above 65 th percentile	Heart disease Share of people ages 18 years and older who have been told they have heart disease	47th not above 90 th percentile
Projected flood risk Projected risk to properties from projected floods, from tides, rain, riverine and storm surges within 30 years	18th not above 90 th percentile			Low life expectancy Average number of years a person can expect to live	72nd not above 90 th percentile
Projected wildfire risk Projected risk to properties from wildfire from fire fuels, weather, humans, and fire movement in 30 years	79th not above 90 th percentile			AND Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	87th above 65 th percentile
AND Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	87th above 65 th percentile				

Housing	—	Legacy pollution	—	Transportation	—
Housing cost Share of households making less than 80% of the area median family income and spending more than 30% of income on housing	68th not above 90 th percentile	Abandoned mine land Presence of one or more abandoned mine land within the tract	No	Diesel particulate matter exposure Amount of diesel exhaust in the air	32nd not above 90 th percentile
Lack of green space Amount of land, not including crop land, that is covered with artificial materials like concrete or pavement	85th not above 90 th percentile	Formerly Used Defense Sites Presence of one or more Formerly Used Defense Site within the tract	-- missing data	Transportation barriers Average of relative cost and time spent on transportation	47th not above 90 th percentile
Lack of indoor plumbing Share of homes without indoor kitchens or plumbing	69th not above 90 th percentile	Proximity to hazardous waste facilities Count of hazardous waste facilities within 5 kilometers	8th not above 90 th percentile	Traffic proximity and volume Count of vehicles at major roads within 500 meters	59th not above 90 th percentile
Lead paint Share of homes that are likely to have lead paint	73rd not above 90 th percentile	Proximity to Risk Management Plan facilities Count of Risk Management Plan (RMP) facilities within 5 kilometers	96th above 90 th percentile	AND	
AND		Proximity to Superfund sites Count of proposed or listed Superfund (or National Priorities List (NPL)) sites within 5 kilometers	35th not above 90 th percentile	Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	87th above 65 th percentile
Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	87th above 65 th percentile	AND			
		Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	87th above 65 th percentile		

Water and wastewater		Workforce development	
Underground storage tanks and releases Formula of the density of leaking underground storage tanks and number of all active underground storage tanks within 1500 feet of the census tract boundaries	2nd not above 90th percentile	Linguistic isolation Share of households where no one over age 14 speaks English very well	88th not above 90th percentile
Wastewater discharge Modeled toxic concentrations at parts of streams within 500 meters	75th not above 90th percentile	Low median income Comparison of median income in the tract to median incomes in the area	57th not above 90th percentile
AND		Poverty Share of people in households where income is at or below 100% of the Federal poverty level	62nd not above 90th percentile
Low income People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed	87th above 65th percentile	Unemployment Number of unemployed people as a part of the labor force	89th not above 90th percentile
		AND	
		High school education Percent of people ages 25 years or older whose high school education is less than a high school diploma	42% above 10% percent



Request for Council Action

Agenda Bill No.: 25-031

Meeting Date:	April 28, 2025
Subject:	2025 Interlocal Agreement for Housing of Inmates – City of Sunnyside
Attachments:	Resolution 2025-25; 2025 Interlocal Agreement for Housing of Inmates at the Sunnyside Jail
Presented by:	Joseph Mehline, Public Safety Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The City of Toppenish contracts for corrections/detention through an Interlocal Agreement (ILA) with the City of Sunnyside. Sunnyside agrees to accept and house Toppenish inmates that pose a minimum risk to staff and the community for compensation from the date of execution to December 31, 2025. The ILA increases the per day per inmate rate from \$63.00 to \$68.99. This is an increase of 9.51%.

RCW 39.34.080 authorizes any city to contract with any other city/county to perform any governmental service.

Based on the increasing costs for goods and services, as well as increased personnel costs, staff recommends the City Council approve the proposed Resolution 2025-25.

Fiscal Impact:	City of Sunnyside Inmate Housing included in the 2025 Budget
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Recommendation:	Approve Resolution 2025-25, authorizing the City Manager to sign the ILA with the City of Sunnyside for the housing of inmates.
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Alternatives:	1) Do Not Adopt 2) Forward to Study Session for further review.
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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

WHEREAS, Chapter 39.34.180 of the Revised Code of Washington requires that the City is responsible for the incarceration of misdemeanor and gross misdemeanor offences committed by adults in the City’s jurisdiction, and

WHEREAS, the Toppenish City Council has determined that it is in the best interest of the community to contract for the housing of Toppenish inmates, and

WHEREAS, Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies, and

WHEREAS, the city of Toppenish and its Police Department wish to utilize the Sunnyside Jail facilities for the custody of prisoners arrested by the Toppenish Police Department, and

WHEREAS, the City of Sunnyside is willing to continue to make its jail facilities available for use by the Toppenish Police Department,

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

The Interlocal Agreement between the City of Sunnyside, Washington and the City of Toppenish, Washington for the housing of inmates 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 the 28th day of April, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF TOPPENISH, WASHINGTON, FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this 1st day of January, 2025, by and between the City of Toppenish, Washington, hereinafter referred to as “Toppenish, and the City of Sunnyside, Washington, hereinafter referred to as “Sunnyside”, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and Toppenish are authorized by law to have charge and custody of the Sunnyside City Jail and Toppenish prisoners or inmates, respectively; and

WHEREAS, Toppenish wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require Toppenish to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Toppenish agrees to remove its inmate(s) from Sunnyside.

(b) By Toppenish due to lack of funding. The obligation of Toppenish to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by Toppenish. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then Toppenish shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to Toppenish.

(c) Termination for Breach. In the event Toppenish breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within seven (7) days of Sunnyside giving Toppenish written notice thereof, or, if not reasonably capable of being cured within such seven (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate Toppenish's rights under this Agreement in addition to

and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, Toppenish shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until Toppenish retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

- | | |
|-------------------------|---|
| To Sunnyside: | City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944 |
| Primary Contact Person: | Andrew Gutierrez, Corrections Sergeant
509-836-6200
agutierrez@sunnyside-wa.gov |
| Secondary Contact: | Robert Layman, Chief of Police
509-836-6200
rlayman@sunnyside-wa.gov |
| To Toppenish: | City of Toppenish
21 West First Ave.
Toppenish, WA 98948
Billing: briana.vargas@cityoftoppenish.us |
| Primary Contact Person: | Joseph Mehline, Public Safety Director
509-865-1629
Joseph.mehline@cityoftoppenish.us |
| Secondary Contact: | Jonathan Schwarder, Deputy Chief
509-865-1629
Jonathan.schwarder@cityoftoppenish.us
Communications: Phone |

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "**Medium**" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "**Maximum**" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house Toppenish inmates for compensation per inmate at the rate of \$68.99 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of Toppenish inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to Toppenish, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against Toppenish.

(b) Billing and Payment. Sunnyside agrees to provide Toppenish with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. Toppenish agrees to make payment to the City of Sunnyside within thirty (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. Toppenish shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of Toppenish are confined in order to determine if such jail maintains standards of confinement acceptable to Toppenish and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from Toppenish and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to Toppenish for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either Toppenish or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. Toppenish may transfer to Sunnyside only agreed amounts of personal property of Toppenish inmates recovered from or surrendered by inmates to Toppenish upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or Toppenish.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to Toppenish inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed Toppenish inmates shall receive such medical,

psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, Toppenish shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to Toppenish inmates. Toppenish shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for Toppenish's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to Toppenish as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, Toppenish agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, Toppenish will be notified by contacting the duty supervisor at Toppenish prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to Toppenish inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to Toppenish by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill Toppenish directly. Toppenish will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of Toppenish. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) Toppenish shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, Toppenish shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of Toppenish legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from Toppenish or by order of any court having jurisdiction. Toppenish hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove Toppenish inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform Toppenish of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any Toppenish inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Toppenish. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a Toppenish inmate, the Yakima County Coroner shall be notified. Toppenish shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify Toppenish of the death of a Toppenish inmate, furnish information as requested and follow the instructions of Toppenish regarding the disposition of the body. Toppenish hereby designates the Public Safety Director as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of Toppenish. Written notice shall be provided within three weekdays of receipt by Toppenish of notice of such death. All

expenses relative to any necessary preparation of the body and shipment charges shall be paid by Toppenish. With Toppenish's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Toppenish. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) Toppenish shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, Toppenish shall, at its expense, retake any Toppenish inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any Toppenish inmate is terminated for any reason, Toppenish shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend Toppenish, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Toppenish, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Toppenish and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 TOPPENISH – HOLD HARMLESS AND INDEMNIFICATION. Toppenish agrees to hold harmless, indemnify and defend Sunnyside, its officers,

agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Toppenish, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Toppenish’s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both Toppenish and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from Toppenish when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from Toppenish who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) Toppenish prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to Toppenish’s custody by Sunnyside personnel and at Sunnyside’s expense provided that notice of the necessity of transport is received by Sunnyside three (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of Toppenish for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Toppenish under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken

pursuant to this Agreement shall be retained by the parties for a period of three (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on Sunnyside's and Toppenish's websites as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between Toppenish and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE
By: _____
Mike Gonzalez, City Manager

ATTEST:

Jacqueline Renteria, City Clerk
APPROVED AS TO FORM:

Saxton Riley & Riley, PLLC
Benjamin J. Riley
Attorneys for the City of Sunnyside

CITY OF TOPPENISH
By: _____
Dan Ford, City Manager

ATTEST:

Heidi Riojas, City Clerk
APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC in and for the State of Washington
Residing _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

On this day personally appeared before me Dan Ford, City Manager, of the City of Toppenish, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC in and for the State of Washington
Residing _____
My Commission Expires: _____
My Commission Expires: _____



Request for Council Action

Agenda Bill No.: 25-032

Meeting Date: April 28, 2025

Subject: Interlocal Agreement with SunComm for Dispatch Services

Attachments: Resolution 2025-26; 2025 ILA for Dispatch Services – City of Yakima
SunComm 9-1-1 Communications Center

Presented by: Joseph Mehline, Public Safety Director

Approved for Agenda by: Dan Ford, City Manager

Discussion:

In November of 2021, the City of Toppenish entered into an Interlocal agreement (ILA) with the City of Sunnyside for dispatch and related services due to the City not having the staffing to provide dispatch services for the Toppenish Police Department efficiently, economically and safely.

The City desires to terminate the existing agreement with the City of Sunnyside due to cost restraints in the current budget and enter into an agreement with the City of Yakima, SunComm 9-1-1 Communications Center for the Toppenish Public Safety Division of Police dispatch services.

The City paid the following amounts to the City of Sunnyside for dispatch services:

2022 annual amount of \$195,996.00; a monthly rate of \$16,333.00
2023 annual amount of \$215,595.60; a monthly rate of \$17,966.30
2024 annual amount of \$226,374.44; a monthly rate of \$18,864.62
2025 monthly rate of \$19,807.85 which would be annual amount of \$237,694.20

Yakima provides dispatching services through the SunComm 9-1-1 Communications center located in the City of Union Gap to public agencies for the purpose of public safety dispatch services. Such public safety dispatch services include, but are not limited to, radio and telephony dispatch, alarms, emergency calls, and coordination of Mutual Aid Agreements. Having dispatch services located and operated by SunComm will provide a centralized call center for coordination of calls in the City of Toppenish.

In addition, the 2025 cost for SunComm dispatch services is \$12,940.02 per month billed quarterly, which is a savings of \$6,867.83 per month with an annual savings of \$82,413.96.

With 911 emergency and non-emergency calls being dispatched through the same communications center and the annual savings of \$82,413.96 Staff recommends approving the ILA with the City of Yakima better serves the citizens of Toppenish.

Fiscal Impact: Savings of \$6,867.83 per month for the amount budgeted in 2025

Recommendation: Approve Resolution 2025-26, authorizing the city manager to sign the ILA with the City of Yakima, SunComm 9-1-1 Communications Center.

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

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

WHEREAS, the City of Toppenish Public Safety Division of Police and Fire (TPD) desires to partner with the City of Yakima through the SunComm 9-1-1 Communications Center for dispatch services, and

WHEREAS, the City of Toppenish Public Safety Division of Police and Fire has determined that it will enhance the safety of the Toppenish community, officers, and firefighters and provide a savings to the City,

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

The Interlocal Agreement between the City of Yakima, SunComm 9-1-1 Communications Center and the City of Toppenish Public Safety Division of Police and Fire relating to dispatch services, is approved and the City Manager is authorized and directed to execute said agreement on behalf of the City of Toppenish, in care of the Toppenish Public Safety Division of Police and Fire.

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

PASSED by the Toppenish City Council at its regular meeting held on the 28th day of April, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

INTERLOCAL AGREEMENT FOR DISPATCH SERVICES

THIS INTERLOCAL AGREEMENT FOR DISPATCH COMMUNICATIONS SERVICES, (hereafter the “Agreement” or ILA) is made and entered into pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) by and between the City of Yakima (hereinafter “Yakima”) and the City of Toppenish/Toppenish Police Department, (hereinafter referred to individually as “Public Agency”).

WITNESSETH

WHEREAS, Yakima provides dispatching services to public agencies for the purpose of providing public safety dispatch services. Such public safety dispatch services include, but are not limited to, radio and telephony dispatch, alarms, emergency calls, and coordination of Mutual Aid Agreements (MAAs).

WHEREAS, Yakima and the Public Agency desire to enter into an Agreement for public safety dispatch services to the Public Agency upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between Yakima and the Public Agency as follows:

- SunComm 9-1-1 Communications Center.** Yakima shall operate and manage a central facility to be known as the “SunComm 9-1-1 Communications Center” located within the City of Union Gap, and shall use the same for the purpose of receiving public safety calls resulting from 911 or public safety agencies from the respective areas served by the parties hereto, and shall dispatch Law, Fire, and EMS as appropriate in answer to any such public safety emergency calls and for the purpose of receiving and transmitting mutual aid calls and for other related business.
- Authority of Dispatch Center and Administration.** It is agreed that the duty of operating SunComm and the complete management thereof is vested in Yakima, and that Yakima shall have the full, complete, and exclusive authority to operate and manage SunComm.
- Expense of Maintenance and Operation.** The expense of continued maintenance and operation of SunComm, including the expense of maintenance of Yakima public safety communications equipment necessary for dispatch located within SunComm shall be the responsibility of Yakima and managed by Yakima. Revenues generated from the Cost of Service provisions set forth in Section 6 below may be used by Yakima to defray such expenses of maintenance and operation and for any other lawful purpose as determined appropriate by Yakima.
- Expense of Professional Installation Services.** Public Agency shall be responsible for the cost of professional installation services required to provide the network path between Yakima and Public Agency. The quote for services is attached as Exhibit A. The cost of professional installation services will be included on the first invoice from Yakima to Public Agency.
- Term of Contract.** This Contract is for a term of two (2) years and seven (7) months commencing June 1, 2025 and terminating at midnight on December 31, 2028.

In the event that the method of response to alarm calls is significantly altered, such as tiered emergency medical response, the parties agree that this agreement shall be opened to reconsider the Cost of Service formula set forth in Section 6 below to address the new conditions of dispatching alarm calls.

6. **Cost of Service.** Yakima shall maintain a record of each Public Agency's alarm calls and each Public Agency shall be assessed a fee for service by Yakima for each dispatch/incident or traffic stop as stated herein. The contract shall be increased effective January 1 of each year for the contract term. To accommodate each Public Agency's budget cycle, Yakima shall provide in writing, by August of each year governed by this contract, Yakima's cost for dispatch services for the next budget year. The base cost per dispatched call for the Fiscal Year 25 shall be the cost per dispatch retrieved from the CAD Managerial Information System (MIS) from the preceding calendar year. For the first eight (8) months of this Agreement, the cost of service based on the YR2024 calls shall be \$19.39 per CAD recorded incident and \$6.25 per CAD record traffic stop.

The cost per CAD dispatch for FY2026 through FY2028 shall be calculated using the following method.

- A. Traffic Stops based on CAD records shall be based on the following method starting January, 1 2026. The increase shall be 3% annually.
- B. Incidents based on CAD records shall be based on the following method beginning January 1, 2026. The increase shall be calculated by adding the previous contract amount per dispatch, plus the IAFF PERS Collective Bargaining Agreement (CBA) wage increase rate plus (+) the annual average data from the Bureau of Labor Statistics between the months of June–May of the Customer Price Index (CPI) for All Urban Consumer (CPI-U) and Consumer Price Index (CPI-U) –West Region.
- C. A maximum rate of 3% based on the CBA and a maximum CPI average rate of 3.5%, a minimum rate increase shall be the rate of the CBA wage plus (+) 2%.

A rate of \$1.75 shall be charged per CAD incident in addition to the dispatch operating cost for the purpose of equipment replacement and sustainability. SunComm shall report each year during the budget process the fund balance and expenditures of these funds related to dispatch equipment.

7. **Payment for Dispatched Calls.** The Public Agency shall be billed quarterly of each fiscal year for dispatch services for that ensuing calendar year. The Public Agency shall pay each year's billing for dispatch services within ninety (90) days after billing by Yakima. Payment shall be made to Yakima City Treasurer, 129 North 2nd Street, Yakima, Washington 98901.
8. **Definition of a Dispatched Call.** A call to be charged for under the terms of this Agreement is defined as follows:

- A. **A dispatched call is defined as:** a call requiring the dispatch of equipment from any of the user agencies. Any number of vehicles from the responsible user agency may answer any such alarm call. All communications dealing with such alarm call shall be deemed as one (1) alarm call.
 - B. **Mutual Aid.** In the event an individual Public Agency requests mutual aid, it shall pay for each additional alarm call it requests.
 - C. EMS services shall only be billed on those calls resulting in a dispatch received through 911 that support Fire and Law agencies dispatched by SunComm.
9. **Early Termination of Contract.** Either party hereto may terminate this Agreement, with or without cause, by providing sixty (60) days written notice of termination to the other party to this Contract. In the event of early termination, Yakima shall remit and pay to the withdrawing party the unearned portion of the annual payment for cost of service paid by the withdrawing Public Agency for that calendar year.
10. **Liability of Yakima.** Yakima shall not be liable to the Public Agency, its elected officials, officers, employees, and agents for failure to provide, or delays in providing, services herein, if due to any cause beyond the City of Yakima's control, such as, but not limited to, power outage, fire, water, energy shortages, failure of its communications or computer hardware or operating system, natural disaster, or inability to provide or continue to provide the agreed upon services due to a court ruling or other legal action adverse to the City of Yakima or this Agreement.
11. **INDEMNIFICATION/PROMISE NOT TO SUE.**
- A. The Public Agency agrees to hold harmless, indemnify, protect, and defend Yakima, its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) that result from or arise out of the sole negligence or intentionally wrongful acts or omissions of the Public Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.
 - B. Yakima agrees to hold harmless, indemnify, protect, and defend the Public Agency, its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) that result from or arise out of the sole negligence or intentionally wrongful acts or omissions of Yakima, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.
 - C. In the event that Yakima and the Public Agency are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

- D. Nothing contained in this Section or this Contract shall be construed to create a liability or right of indemnification in any third party.

12. **Nondiscrimination Provision.** During the performance of this Agreement, no party shall discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training.

13. **Insurance.** During the term of the Agreement, Yakima shall maintain in force at its own expense, the insurance noted below:

General Liability insurance on an occurrence basis, with limits of not less than \$2,000,000 each occurrence, \$2,000,000 aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that Public Agency, its officers and employees are additional insureds but only with respect to Yakima's (SunComm's) services to be provided under this Agreement.

Professional Liability Insurance with a combined single limit of not less than \$2,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from YAKIMA or its insurer(s) to the PUBLIC AGENCY.

14. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part to any other person or entity without the prior written consent of Yakima. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Public Agency stated herein.

15. **SEVERABILITY**

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the party's rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

16. **Integration.** This written document constitutes the entire agreement between Yakima and the Public Agency. There are no other oral or written agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or

binding upon either party unless such change or addition be in writing and executed by all parties.

17. **REPRESENTATIONS & WARRANTIES**

- A. Each agency, by signing this Agreement, acknowledges that it has not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein or expressly incorporated by reference.
- B. The City of Yakima makes no representations, warranties, or guaranties, express or implied, other than the express representations, warranties, and guaranties contained in this Agreement.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County Washington.

20. **Signature.** It is agreed that this Agreement may be signed by the Public Agency and City separately and the signatures of the User Agency and City need not be placed on a single document. The person executing this Agreement on behalf of the User Agency and City represent and warrant that he or she has been fully authorized by the governing body of the User Agency or City to execute this Agreement on its behalf and to legally bind the User Agency and City to all the terms, performances and provisions of this Agreement.

A copy of this Agreement shall be recorded with the Yakima County Auditor or otherwise posted online as authorized pursuant to Chapter 39.34 RCW.

IN WITNESS WHEREOF, the parties have set their hands and seals.

CITY OF YAKIMA

CITY OF TOPPENISH

By: Victoria Baker, City Manager

By: Dan Ford, City Manager

APPROVES AS TO FORM

APPROVED AS TO FORM

By: _____, City Attorney

By: Daniel B. Heid, City Attorney

ATTEST:

ATTEST:

Rosalinda Ibarra, City Clerk

Heidi Riojas, City Clerk

DATED:

DATED:



Request for Council Action

Agenda Bill No.: 25-033

Meeting Date:	April 28, 2025
Subject:	Jackson-Juniper Watermain Improvements – Change Order No.1
Attachments:	Resolution 2025-27, Change Order No. 1
Presented by:	Dan Ford, PE – City Manager
Approved for Agenda by:	Dan Ford, PE – City Manager

Discussion:

The City’s Jackson-Juniper Watermain Improvement project is nearing completion. The project has experienced difficulties causing delays related to unknown and conflicting private utilities, lack of adequate valves to isolate sections of the water system, and miscellaneous irregularities associated with the work. Although not desirable, these issues are common to underground work. As a result, the contractor was granted an additional 15 working days to complete the work, bringing the total number of working days to 45. The added work due to the delays has resulted in construction cost overrun of \$40,800, to date.

The Jackson-Juniper Roadway Improvement project was scheduled to directly follow the watermain improvements previously described. However, the road project has been delayed by unforeseen issues involving acquisition of needed right-of-way. The road project will now be a late construction season project with an anticipated start date of August 2025. Because the projects were meant to be constructed sequentially, the water main roadway trenches were not designed to be repaired with asphalt and are instead filled with gravel. Because it will be several months until the roadway project begins, we propose the current contractor pave only the intersections on Juniper Street with hot or cold mix asphalt to lessen maintenance requirements for City crews and to keep dust to a minimum during the upcoming summer months. The cost to patch these areas within the intersections with asphalt would cost approximately \$39,200.

The estimated sum of the additional construction expenditures including additional paving of intersections is \$80,000.

Fiscal Impact: \$80,000 from water reserve funds. The Finance Director has indicated the water utility fund has sufficient funds to accommodate this change.

Recommendation: Approve Resolution 2025-27 authorizing the City Manager to sign the Change Order No. 1 for the Jackson-Juniper Watermain Improvements project in the amount of \$80,000.

Alternatives: If paving of the intersections is not approved, approve Resolution 2025-27 in the amount due of \$40,800. Note : the dollar amounts shown include sales tax and TERO fees.

RESOLUTION 2025-27

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE
JACKSON STREET AND JUNIPER STREET WATER SYSTEM
IMPROVEMENTS PROJECT**

WHEREAS the City entered into a contract with Ascent Foundations & More, LLC. (Ascent) to construct the Juniper Street and Jackson Street Water System Improvements within a 30-working day period, and

WHEREAS the City has utilized America Rescue Plan Act (ARPA) funding secured from Yakima County to construct all contracted improvements and there is no additional funding through ARPA available, and

WHEREAS Ascent was granted 15 additional working days due to unknown and unlocated underground private utilities, unknown sizes and locations of existing water mains, and lack of adequate valves to isolate sections of the water system, and

WHEREAS Ascent's incurred costs for the aforementioned delays is \$40,800, and

WHEREAS the aforementioned delays and right-of-way acquisition timing have created a construction start delay for the Jackson Street and Juniper Street Roadway Improvements which was intended to immediately follow the Water System Improvement Project, and

WHEREAS due to the construction start delay of the road project, the disturbed roadway surface will not be paved immediately creating a possible hazard to the public and requiring frequent maintenance, and

WHEREAS placing asphalt surfacing in the Juniper Street intersections will lessen the maintenance requirements for City crews and reduce public hazard, and

WHEREAS the cost to patch only the Juniper Street intersections with asphalt would cost approximately \$39,200,

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 execute Change Order No. 1 in the amount of \$80,000 on behalf of the City, consistent with attached exhibit.

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 28th day of April, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney



CHANGE ORDER NO. 1



DATE: April 28, 2025
PROJECT OWNER: City of Toppenish
PROJECT NAME: Jackson Street and Juniper Street Water System Improvements
HLA PROJECT NO.: 24071
CONTRACTOR: Ascent Foundation & More, LLC.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$ 515,387.72
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$ 515,387.72
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$ 80,000.00
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$ 595,387.72

Original Contract Working Days:	30
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):	30
Change in Contract Working Days due to this Change Order:	15
Revised Contract Working Days:	45

CONTRACTOR: _____

Date: _____

ENGINEER: _____

Date: _____

OWNER: _____

Date: _____



CHANGE ORDER NO. 1



DATE: April 28, 2025
 PROJECT OWNER: City of Toppenish
 PROJECT NAME: Jackson Street and Juniper Street Water System Improvements
 HLA PROJECT NO.: 24071
 CONTRACTOR: Ascent Foundation & More, LLC.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 1					
N/A	Reconcile Project Over and Underruns	FA	1	\$ 30,502.04	\$ 30,502.04
19	Additional Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
20	Additional Administration Costs	LS	1	\$ 1,726.85	\$ 1,726.85
21	Additional Trench Box Rental	LS	1	\$ 1,400.00	\$ 1,400.00
22	Trench Paving and Patching	FA	1	\$ 35,287.69	\$ 35,287.69
CHANGE ORDER NO. 1 SUBTOTAL:					\$ 71,916.58
3% TERO FEE					\$ 2,157.50
8.0% SALES TAX					\$ 5,925.93
CHANGE ORDER NO. 1 TOTAL:					\$ 80,000.00

Change Order No. 01 is being executed to compensate the Contractor and reconcile changed conditions discovered during construction including unknown and conflicting private utilities and lack of adequate valves to isolate sections of the water system. These conditions resulted in over and underruns of original bid items. This change order also adds compensation to the contractor for fifteen (15) additional working days, additional traffic control, additional administrative costs, additional trench box rental costs, and trench paving and patching. The overruns for the project were quantified utilizing the force account provisions and underruns were quantified by using existing unit prices in the contract. The additional traffic control amount was determined by utilizing the daily traffic control amount for original contract. The additional administrative costs and trench box rental costs were submitted by the contractor and negotiated to amounts determined reasonable and necessary for completion of the project by the Project Engineer. Intersection trench paving/patching was added by this change order to ensure disturbed areas would be safe for pedestrian and vehicular traffic and to lessen City maintenance during the summer.



Request for Council Action

Agenda Bill No.: 25-034

Meeting Date:	April 28, 2025
Subject:	Recommendation of Award, Wastewater Treatment Plant Indirect Biosolids Dryer System – Equipment Only
Attachments:	Resolution 2025-28, Recommendation of Award, Bid Tabulation
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. A dryer system was designed and publicly advertised to solicit bids from suppliers. A bid opening occurred on April 17, 2025; and two bids were received. The lowest responsive and responsible bid submitted was from BCR Environmental in the amount of \$2,887,920.

HLA Engineering and Land Surveying, Inc. has reviewed and verified the received bids and has provided to City Staff the attached Recommendation of Award and Bid Tabulation.

If awarded by City Council, a contract will be executed with BCR Environmental and the estimated delivery time is 30 weeks from the date of contract execution.

This purchase was anticipated and funding is budgeted and available for this purchase.

Fiscal Impact:

\$2,877,920. Funds have been verified with Budget and Finance Director Vaughn.

Recommendation:

Approve the following Resolution 2025-28, authorizing the City Manager to accept bids and execute a contract with BCR Environmental.

Alternatives:

- 1) Reject all bids and evaluate how to move forward with alternative design options.
- 2) Reject all bids and do nothing.
- 3) Forward to next council meeting for further discussion.

April 18, 2025

City of Toppenish
21 W First Ave.
Toppenish, WA 98948

Attn: Dan Ford, PE, City Manager

Re: City of Toppenish
Wastewater Treatment Plant Indirect Biosolids Dryer System – Equipment Only
HLA Project No.: 25014G
Recommendation of Award

Dear Mr. Ford:

The bid opening for the above referenced project was held at Toppenish City Council Chambers at 11:00 a.m. on Thursday, April 17, 2025. A total of two (2) bids were received with the low bid of \$2,887,920.00, being offered by BCR Environmental, of Jacksonville, FL. This low bid is approximately three (3%) percent above the Engineer's Estimate of \$2,808,000.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Toppenish award a construction contract to BCR Environmental, in the amount of \$2,887,920.00. Please send us a copy of the City of Toppenish Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Sincerely,

 Digitally signed by Michael R Heit
Date: 2025.04.18 15:00:50-07'00'

Michael R. Heit, PE

MRH/asr

Enclosures

Copy: Heidi Riojas, Beth Simmons, Shaun Burgess, Adam Vaughn, City of Toppenish
Dean Smith, Stephanie Ray, Taylor Denny, HLA

RESOLUTION 2025-28

**A RESOLUTION APPROVING THE RECOMMENDATION OF AWARD
FOR WASTEWATER TREATMENT PLANT INDIRECT BIOSOLIDS
DRYER SYSTEM – EQUIPMENT ONLY PROJECT**

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 purchase of an indirect biosolids dryer system was anticipated and funding is budgeted and available for this purchase, and

WHEREAS the City publicly solicited for bids for the equipment purchase and received two bids from equipment suppliers, and

WHEREAS after reviewing the bids, City staff recommends the City Council accept the bid from BCR Environmental, for the purchase of an indirect biosolids dryer system, as the lowest responsive and responsible bid, and slightly more than Engineer’s estimate,

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 accept the Recommendation of Award and enter into a Contract with BCR Environmental to supply an indirect biosolids dryer in the amount of \$2,887,920.00, 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 April 28, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

BID SUMMARY						BIDDER NO. 1		BIDDER NO. 2		Section 5, Item e.		
Owner: City of Toppenish Project: Wastewater Treatment Plant Indirect Biosolids Dryer System - Equipment Only HLA Project No.: 25014G Bid Opening Date: April 17, 2025						BCR Environmental 100 N. Laura Street, Suite 601 Jacksonville, FL 32202		Centrifuge Systems, LLC 9586 58th Place Kenosha, WA 53144				
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
					UNIT PRICE	AMOUNT						
1	A	Indirect Biosolids Drying System, Complete	1	LS	\$ 2,600,000.00	\$ 2,600,000.00	\$ 2,674,000.00	\$ 2,674,000.00	\$ 3,331,600.00	\$ 3,331,600.00		\$ -
Bid Subtotal						\$ 2,600,000.00		\$ 2,674,000.00		\$ 3,331,600.00		
8.0% Sales Tax						\$ 208,000.00		\$ 213,920.00		\$ 266,528.00		
BID TOTAL						\$ 2,808,000.00		\$ 2,887,920.00		REJECTED		
ENGINEER'S REPORT						ADDITIONAL BID TOTALS						
Competitive bids were opened April 17, 2025. All bids have been reviewed by this office. We recommend the contract be awarded to: BCR Environmental.  Digitally signed by Michael R Heit Date: 2025.04.18 14:59:51-07'00' _____ Dean P. Smith, PE - Project Engineer _____ Date 						BIDDER						BID TOTAL
*Bid results can be found at: hlacivil.com						*Highlighted amounts have been corrected.						