

Televised Live and Streamed at the link below:

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

1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Public Comment

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

4. Consent Agenda

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

a. [Approve Minutes of the February 10, 2025, Regular Meeting](#)

b. [Approve Payroll Check Numbers 36928 through 36935 and Electronic Transfers EFTPR3444 through EFTPR3453 in the total amount of \\$301,977.23 dated February 21, 2025](#)

c. [Approve Claims Checks Numbers 100282 through 100331 and Bank Draft DFT23 in the total amount of \\$385,756.11 dated February 24, 2025 and void checks NR100050, NR100082, NR100113, and NR100324](#)

5. New Business

a. [AB 25-009: Report A Pothole](#)

b. [AB 25-010: \[Proposed\] Resolution 2025-07, Approve Purchase for a New Refuse Truck](#)

c. [AB 25-011: \[Proposed\] Resolution 2025-08, Amending Contract 090329-TTI with Tyler Technologies, Inc. \(Financial Software\)](#)

d. [AB 25-012: \[Proposed\] Resolution 2025-09, Censure of Councilmembers](#)

e. [AB 25-013: \[Proposed\] Resolution 2025-10, Approve Amendment to CKJT Architecture PLLC Professional Services Contract](#)

f. [AB 25-014: \[Proposed\] Resolution 2025-11, Declaration of Emergency](#)

6. Council Meeting Reports and Community Announcements

7. Executive Session

- a.** Purpose: To discuss litigation with legal counsel

Time: 10 minutes

Action: None

8. Adjournment

Next Council Meeting Will Be Held on March 3, 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
February 10, 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, Ezequiel Morfin, and Cristian Sanchez

Staff: City Manager Dan Ford, City Attorney Daniel B. Heid, Public Safety Director Joseph Mehline, Budget and Finance Director Adam Vaughn, Interim Public Works Director Shaun Burgess, Community Economic Development Director Andrew Hattori, 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, Morfin, and Sanchez responded their attendance during roll call. was not present at the meeting.

APPROVE AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve the February 10, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENT

The City Council did not receive comments from the public during the meeting.

CONSENT AGENDA

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

- a. Approve Minutes of the January 27, 2025, Regular Meeting
- b. Approve Minutes of the February 3, 2025, Study Session
- c. Approve Payroll Check Numbers 36920 through 36927 and Electronic Transfers EFTPR3431 through EFTPR3443 in the total amount of \$211,447.59 dated February 7, 2025 and void check NR36905
- d. Approve Claims Checks Numbers 100212 through 100281 and Bank Drafts DFT14 through DFT16 in the total amount of \$224,893.93 dated February 10, 2025, and void checks R99787, R100015, and R99798.

Motion carried. Councilmember Morfin voted no.

Councilmember Morfin shared details of the reason for his absence on February 3, 2025 and did not approve item b.

Mayor Saavedra moved, seconded by Councilmember Garcia to have a 5-minute recess, second. Motion carried unanimously.

The City Council had a 5-minute recess from 7:09 p.m. to 7:14 p.m.

Councilmember Morfin moved, seconded by Councilmember Prieto Duval to reconsider Councilmember Morfin's absence from February 3, 2025. Motion failed. Mayor Saavedra, Mayor Pro Tem Belton, and Councilmembers Garcia, Garza, and Sanchez voted no.

NEW BUSINESS

Mayor Saavedra Read Ordinance 2025-01 Into the Records: An Ordinance of the City Council of the City of Toppenish, Washington, Amending Sections 2.30.10, 2.32.050, and 2.33.050 of the Toppenish Municipal Code to Clarify What Topics May be Presented to Advisory Committees and Commissions, Providing For Severability and Establish an Effective Date.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to adopt Ordinance 2025-01. Motion carried. Councilmember Prieto Duval voted no.

Mayor Saavedra Read Ordinance 2025-02 Into the Records: An Ordinance of the City Council of the City of Toppenish, Washington, Amending Section 2.30.110 of the Toppenish Municipal Code to Limit the Number of Members of the Planning Commission to Five Commissioners, Providing For Severability and Establish an Effective Date.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to adopt Ordinance 2025-02. Motion carried. Councilmembers Prieto Duval and Morfin voted no.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

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

ADJOURNMENT

With no quorum present the meeting adjourned at 7:57 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 2/1-2/15, 2025

Fund Number	Description	Amount
001-000-013	Executive	\$9,452.73
001-000-014	Finance, Record	\$18,764.67
001-000-017	Risk Management	\$5,010.04
001-000-018	Central Services, Personnel Services	\$13,070.29
001-000-021	Law Enforcement	\$72,912.58
001-000-022	Fire Services	\$42,277.09
001-000-024	Protective Inspections	\$9,017.51
001-000-058	Planning and Community Development	\$3,767.53
001-000-076	Pool, Park Facilities	\$606.10
030-000-021	Criminal Justice Fund	\$41,319.98
050-000-000	Special Projects Fund	\$1,561.05
101-000-000	Street Fund	\$11,416.70
108-000-000	Cemetery Fund	\$5,019.82
157-000-000	Cable TV Fund	\$6,088.60
401-000-000	Water Fund	\$19,636.90
403-000-000	Wastewater Fund	\$23,577.69
405-000-000	Solid Waste Fund	\$18,477.95
Grand Total		\$301,977.23

Payroll Checks

Payroll Checks 36928-36935 and Electronic Transfers EFTPR3444-EFTPR3453

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

February 20, 2025
Date



City of Toppenish, WA

Date Range: 02/19/2025 - 02/25/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Claims and Payroll-Claims and Payroll						
12664	Tyler Technologies Inc.	02/19/2025	Regular	0.00	-10,403.75	100050
10839	Fire Protection Publications	02/19/2025	Regular	0.00	-91.81	100082
12664	Tyler Technologies Inc.	02/19/2025	Regular	0.00	-1,848.75	100113
10099	Amazon Capital Services	02/24/2025	Regular	0.00	26.72	100282
10120	Anatek Labs, Inc.	02/24/2025	Regular	0.00	1,600.00	100283
13103	Apple Inc	02/24/2025	Regular	0.00	1,065.96	100284
13102	Blueline Equipment CO., LLC	02/24/2025	Regular	0.00	703.95	100285
10278	Board for Volunteer Firefighters	02/24/2025	Regular	0.00	2,200.00	100286
10325	Budget Septic LLC	02/24/2025	Regular	0.00	886.68	100287
10403	CDW Government	02/24/2025	Regular	0.00	196.55	100288
10411	Central Chain & Transmission Co. Inc.	02/24/2025	Regular	0.00	4,212.21	100289
320225666	CenturyLink	02/24/2025	Regular	0.00	22.40	100290
10456	Cintas Corporation #605	02/24/2025	Regular	0.00	192.38	100291
10478	CivicPlus	02/24/2025	Regular	0.00	108.00	100292
10506	Columbia Cleaners	02/24/2025	Regular	0.00	150.44	100293
10526	Connetix Engineering, Inc.	02/24/2025	Regular	0.00	593.50	100294
10529	Consolidated Supply Co.	02/24/2025	Regular	0.00	4,242.92	100295
10641	Dell Marketing L.P.	02/24/2025	Regular	0.00	13,452.94	100296
10645	Department of Ecology Cashiering Unit	02/24/2025	Regular	0.00	223,472.61	100297
10648	Department of Licensing	02/24/2025	Regular	0.00	75.00	100298
10663	DeVries Business Records Management, Inc.	02/24/2025	Regular	0.00	12.43	100299
11040	Hach Company	02/24/2025	Regular	0.00	72.68	100300
11108	Howard's Tire Factory Inc	02/24/2025	Regular	0.00	674.89	100301
11135	Ideal Lumber & Hardware, Inc.	02/24/2025	Regular	0.00	7,705.05	100302
11157	Intermountain Cleaning Service, Inc.	02/24/2025	Regular	0.00	4,682.70	100303
11206	James Andrews	02/24/2025	Regular	0.00	3,000.00	100304
11291	Kerr Ferguson Law, PLLC	02/24/2025	Regular	0.00	240.00	100305
11399	Linker, Robert L	02/24/2025	Regular	0.00	2,096.40	100306
11629	N-able Technologies LTD	02/24/2025	Regular	0.00	20,458.01	100307
11672	Northwest Code Professionals	02/24/2025	Regular	0.00	3,345.76	100308
11699	O'Reilly Auto Parts	02/24/2025	Regular	0.00	1,022.07	100309
11753	Oxarc, Inc.	02/24/2025	Regular	0.00	63.00	100310
Finance/All Other De	Pacific Power & Light Co.	02/24/2025	Regular	0.00	28,670.10	100311
11772	Pacific Power & Light Co.	02/24/2025	Regular	0.00	890.26	100312
12004	Roberts, Bill	02/24/2025	Regular	0.00	2,069.40	100313
12293	Safelite Fulfillment, Inc.	02/24/2025	Regular	0.00	100.44	100314
12312	San Diego Police Equipmt Co. Inc.	02/24/2025	Regular	0.00	715.52	100315
12384	Sholtys, John	02/24/2025	Regular	0.00	2,096.40	100316
12469	Standard Paint & Flooring LLC	02/24/2025	Regular	0.00	247.40	100317
12489	Stripe Rite Inc.	02/24/2025	Regular	0.00	2,600.00	100318
12493	Summit Law Group	02/24/2025	Regular	0.00	11,287.50	100319
12549	The Bunker Tri-Cities LLC	02/24/2025	Regular	0.00	2,493.02	100320
12652	True North Equipment	02/24/2025	Regular	0.00	7,826.96	100321
12664	Tyler Technologies Inc.	02/24/2025	Regular	0.00	13,158.75	100322
12682	United Business Machines of WA Inc.	02/24/2025	Regular	0.00	22.81	100323
123	Washington State Department of Revenue	02/24/2025	Regular	0.00	-21,496.14	100324
123	Washington State Department of Revenue	02/24/2025	Regular	0.00	21,496.14	100324
12867	Weinmann, Gene E.	02/24/2025	Regular	0.00	1,936.27	100325
12931	Workhub Software Inc.	02/24/2025	Regular	0.00	51.00	100326
12978	Yakima County Financial Services	02/24/2025	Regular	0.00	620.61	100327
12993	Yakima County Treasurer	02/24/2025	Regular	0.00	3,999.14	100328
13007	Yakima Regional Clean Air Agency	02/24/2025	Regular	0.00	1,197.50	100329
13029	Yakima Waste Systems, Inc.	02/24/2025	Regular	0.00	23.95	100330
13064	ZUS Bank Safekeeping	02/24/2025	Regular	0.00	22.00	100331

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
123	Washington State Department of Revenue	02/25/2025	Bank Draft	0.00	21,496.14	DFT0000023

Bank Code Claims and Payroll Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	110	50	0.00	398,100.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-33,840.45
Bank Drafts	1	1	0.00	21,496.14
EFT's	0	0	0.00	0.00
	111	55	0.00	385,756.11

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	110	50	0.00	398,100.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-33,840.45
Bank Drafts	1	1	0.00	21,496.14
EFT's	0	0	0.00	0.00
	111	55	0.00	385,756.11

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	2/2025	385,756.11
			385,756.11

Grand Total

\$385,756.11

Accounts Payable Checks 100282-100331, DFT23, and void checks NR100050, NR100082, NR100113 & NR100324

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

February 21, 2025



Request for Council Action

Agenda Bill No. 25-009

Meeting Date:	February 24, 2025
Subject:	Report A Pothole Program
Attachments:	Report A Pothole Forms, English and Spanish
Presented by:	Sean Davido, Communications Manager
Approved for Agenda by:	Dan Ford, PE, City Manager

Discussion:
The City of Toppenish has launched a “Report A Pothole” program to improve road safety and maintenance.

The City believes that public involvement in identifying potholes in paved roadways provides staff with the opportunity to address the issue as soon as possible. Identifying those locations as soon as possible keeps our roads from getting so bad that they need to be rebuilt rather than repaired.

This program allows residents to report potholes through an online printable form available in both English and Spanish on the City’s website. The initiative aims to help streamline reporting and cataloging of potholes throughout the City of Toppenish.

The program will be managed by the Public Works Department, which already oversees the collection of reports and assesses conditions and resources. Fully completed forms can be submitted via the email address provided on the website, by mail, or in person at the City of Toppenish Public Works Office or Toppenish City Hall. Only fully completed forms will be accepted and added to the inventory and database for consideration.

Fiscal Impact: The “Report A Pothole” program will require staff time of the Communications Manager to help collect reports and data to help manage the database. Staff resources will also be required by the Public Works Department to manage and catalog the data and reports received. This effort is in addition to efforts already in place and will serve to enhance the current plan to repair reported potholes. The City Manager and Public Works Director have reviewed this request and believe that the benefit to the City justifies the use of resources.

Recommendation: Help provide feedback on the program and share information about the Report A Pothole Program to community members, service groups, and neighbors.

Action Needed: Informational only. No Action Required.



City of Toppenish Pothole Report Form

Form must be filled out completely to be accepted

Contact Information

Name:

Phone Number:

Address:

Email Address:

Pothole Details

Location (Street name and nearest cross street):

Size of the pothole (approximate width and depth):

Additional Information

Description of the issue:

Any other relevant information:

The City of Toppenish thanks you for your submission.

Cuidad de TOPPENISH

Formulario de Reporte de Baches de la Ciudad de Toppenish

El formulario debe ser completado en su totalidad para ser aceptado

Información de Contacto

Nombre:

Número de Teléfono:

Correo Electrónico:

Correo:

Detalles del Bache

Ubicación (Nombre de la calle y la intersección más cercana):

Tamaño del bache (ancho y profundidad aproximados):

Información Adicional

Descripción del problema:



Request for Council Action

Agenda Bill No.: 25-010

Meeting Date:	February 24, 2025
Subject:	Purchase of New Refuse Truck
Attachments:	Resolution 2025-07, Quotes, Sourcewell Contracts, Purchase Agreement.
Presented by:	Shaun Burgess, Interim Public Works Director
Approved for Agenda by:	Dan Ford, PE, City Manager

Discussion:

Although the City currently has 3 garbage trucks, 2 for regular use and 1 as a backup, wear and tear on these vehicles is extreme and the City has experienced instances in the last few years where it needed to borrow a garbage truck from an outside jurisdiction due to vehicles being broken. Because of this the City of Toppenish is in need of replacing one of its garbage or refuse trucks.

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

With a limited supply of manufacturers, Public Works received two responsive quotes.

After reviewing the quotes, the City staff recommend that the Council accept the Sourcewell Contract #110223-THC Enviro Clean Equipment Company, as the lowest quote and equipment manufacture that staff is familiar with operations and maintenance.

- Enviro Clean Equipment Company \$409,000.00 + Taxes and Licensing.(Sourcewell110223THC)
- Labrie Environmental Group.. \$414,310.85 + Taxes and Licensing (Sourcewell110223LEG)

Staff recommendation is to accept the low bid received from Enviro Clean Equipment Company in the amount of \$409,000, plus taxes and licensing.

Fiscal Impact: \$409,000.00 Plus Tax and Licensing. Funds have been verified with Budget & Finance Director Vaughn.

Recommendation: Approve Resolution 2025-07, authorizing the City Manager to sign Purchase Agreement with Enviro Clean Equipment Company.

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

RESOLUTION 2025-07

**A RESOLUTION APPROVING THE CITY MANAGER TO PURCHASE
A 2025 MACK HEIL DURAPACK BODY AND RAIL COLLECTION
ARM**

WHEREAS the City of Toppenish is in need of replacing one of its garbage or refuse trucks; and

WHEREAS, the purchase of a garbage or refuse truck was anticipated and money is budgeted and available for this purchase; and

WHEREAS, the solicited bids for a replacement garbage or refuse truck, however with a limited supply of manufacturers, the City’s Public Works Department received only two responsive quotes; and

WHEREAS, after reviewing the quotes, the City staff recommends that the City Council accept the Sourcewell Contract #110223-THC Enviro Clean Equipment Company, for the purchase a 2025 Mack and Heil 28 yard Durapacker with rapid rail body from Enviro Clean Equipment, as the lowest quote and equipment manufacture that staff is familiar with operations and maintenance;

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 purchase the 2025 Mack Chassis and 2024 Heil 28 yard Durapacker in the amount of \$409,000.00, plus taxes and licensing, 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 February 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

**PURCHASE AGREEMENT**

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRES	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
City of Toppenish WA Refuse Truck	01-24-2025	02-26-2025	03-31-2025	Toppenish, WA	Due on Receipt

CUSTOMER INFORMATION:Salesperson: Jim BrennanCustomer: City of ToppenishContact: Shaun BurgessAddress: 408 Washington Avenue, Toppenish, WA 98948Phone: (509)854-4506 Cell Phone: (509)314-1842 Email Address: shaun.burgess@cityoftoppenish.us**EQUIPMENT DESCRIPTION**

INV Number	Year	Make	Model
INV-00002093	2024	Heil	DuraPack Python
INV-00002094	2025	Mack	LR

SPECS

Specs	
	DP PYTHON 28 Cubic Yard Unit Options 9' Automated Arm TriCuff Grabber - handles a variety of 30 to 110 gallon square, rectangular and round semi-automated and automated carts Grabber Interlock Kit - prevents lift raise with grabbers in open position and grabbers opening in the lift raised position Clutch Shift PTO (Formerly Referred to as Hot Shift PTO) * Must select one of the following pumps below. Hopper Work Light Kit - LED - One light - Mounted in the Hopper Integrated Grabber Work Light Kit mounted on the side of the hopper (This option is included in the Upgraded Base 3rd Eye Dual Camera system) Body Side Backing Assist Lights mounted front body bolster - reverse activated Multi-Function LED Strobe / Turn Lamps Base 3rd Eye® Single Camera System with 7" STD. monitor and Single Camera Mounted on Tailgate Add on 3rd Eye® Camera (LH Cab) - Camera System Price Adder (Only available if base camera is selected) Add on 3rd Eye® Camera (Hopper) Add on 3rd Eye® Camera (Grabber) Hopper Hood 20 lb. Fire Extinguisher with Bracket Broom and Shovel Kit - Mounted Underbody - Includes Broom and Shovel Fender Extension Kit Sump Chutes Sourcewell Contract #110223-THC

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details
\$0.00	

TERMS OF SALE:

Purchase Price Each:		\$409,000.00
Purchase Quantity:		1
Total:		\$409,000.00
Add Ons Total:		\$0.00
Less Trade in value(s):		
Sales Tax: Applicable sales taxes will be applied to final invoice.		TBD
Federal Excise Tax: 12%	each	
Federal Excise Tax Total:		\$0.00
Title, Registration, and Dealer Fees:	total	\$0.00
Freight Each:		
Total Freight:		\$0.00
Total Amount Due:	**If a deposit is required, a deposit invoice will follow. **	\$409,000.00

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Enviro-Clean Equipment (ECE) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although ECE has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against ECE. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should ECE fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against ECE shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, ECE may elect to retain the deposit, and sue for any actual damages incurred by ECE for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold **"AS IS, WITHOUT WARRANTY"**, either express or implied. **ECE SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of ECE, unless made or assumed in writing by ECE.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against ECE for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless ECE receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless ECE receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless ECE and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of ECE, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse ECE for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. ECE is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Multnomah County, Oregon, and this agreement shall be construed under the laws of the State of OR. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that ECE is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

Customer:

ECE Representative

Section 5, Item b.

Signature
Print Name
Title
Customer PO Number
Date

Tiffany Fleury

tfleury@envirocleanequip.com

Signature
Print Name
Title
Date
Contact Email
Contact Cell

Enviro-Clean Equipment
2395 NW Eleven Mile Ave.
Gresham, OR. 97030



Seller

Labrie Environmental Group
175-B Rte Marie Victorin
Lévis, Québec
Canada
G7A 2T3

Sourcewell

Awarded Contract

Contract # 110223-LEG

Phone : 418-831-8250
Toll-Free : 1-800-463-6638
Website : www.labriegrup.com

QUOTE FORM

Section 5, Item b.

Quote # / Rev. #

Reference #

5857 / 1

2024-09-20

Price List / Currency

Last Revision Date

Quote Valid Until

2025-A / USD

2024-09-23

2024-12-04

Regional Sales Manager

Customer Service Rep.

Product Specialist

Rich Jones

Candace Williams

Kevin Guimont

Opportunity Type

Carrier

Departure Region

SW End Client

Customer Pickup

LaFayette, GA, US

SOLD TO

SWS Equipment, Inc.
6515 E Nixon Ave
Spokane Valley, WA
99212
United States

Email :
Phone : 509-533-9000

SHIP TO

SWS Equipment, Inc.
6515 E Nixon Ave
Spokane Valley, WA
99212
United States

Email :
Phone :

END CLIENT

City of Toppenish, WA
408 Washington Ave
Toppenish, WA 98948

Email :
Phone : (509) 865-4089

CHASSIS INFORMATION

Chassis Provided By : Supplied by Customer

Chassis Manufacturer : Peterbilt

Chassis Model : 520 PB

Cab Style : Cab Over

Drivetrain : 6X4

Auxiliary Axle : Without Auxiliary Axle

CNG System Upon Arrival : Without

Driving Configuration at Delivery : Sit-Down from Company on Curbside Only

Chassis Delivery Address : USA: 1198 Shattuck Industrial Blvd., Lafayette, GA 30728

Engine Make :

Engine Model :

Engine Power :

Engine Torque :

Transmission Make : Without

Transmission Model : Without

Transmission Type : Automatic Transmission

COLOR INFORMATION

Cab Color : White from Factory

Body Color : White, Yellow

Chassis Color : Black from Factory

Paint Scheme Number : 864480

Cab Color Code : L0006

Body Color Code : N0006, B8054

Chassis Color Code : Color Code NOT Required

Match Cab : Yes

CARTS INFORMATION

Cart Make : Without or NOT Required

Cart Capacity : Without or NOT Required

Cart Type : Without or NOT Required

BODY CONFIGURATION

Body Model : AUTOMIZER TTD

Arm Model : Single Right-Hand (Curb)

Body Type : Standard

Body Division : Without Division

Total Capacity : 31yd³ (27+4)

Body Capacity : 27yd³

Tailgate Capacity : 4yd³

BASE PRICE

162,700.00\$

OPTIONS

#	Category	Option Description	Price
2	Lifting	ALHG-STD01 Standard Height Gripper	0.00 \$
3	Lifting	AGRA-0030 Heavy Duty Arm & Gripper, "64 to 95 US gal and 300 US gal Round"	6,270.00 \$
4	Lifting	EAOA-STD01 Arm out alarm at 6 km/h - 4 mph	0.00 \$
5	Lifting	AGSS-0000 Spill shield on Gripper	480.00 \$



Seller
Labrie Environmental Group
175-B Rte Marie Victorin
Lévis, Québec
Canada
G7A 2T3

Phone : 418-831-8250
Toll-Free : 1-800-463-6638
Website : www.labriegrup.com

QUOTE FORM		
Quote # / Rev. #	Reference #	Section 5, Item b.
5857 / 1		2024-09-20
Price List / Currency	Last Revision Date	Quote Valid Until
2025-A / USD	2024-09-23	2024-12-04
Regional Sales Manager	Customer Service Rep.	Product Specialist
Rich Jones	Candace Williams	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	Customer Pickup	LaFayette, GA, US

#	Category	Option Description	Price
6	Hopper Area	BCPH-0000 Crusher Panel (1)	4,730.00 \$
7	Hopper Area	QUSS-0000 Crusher Panel Full Width	0.00 \$
8	Hopper Area	HAPT-STD01 RAM Type Packer Panel	0.00 \$
9	Hopper Area	BFBP-0010 Front Closing Panel (Solid)	1,080.00 \$
#	Category	Option Description	Price
10	Consoles & Controls	AAAC-0050 Auxiliary Arm Controls Inside Cab on Curbside	1,220.00 \$
11	Consoles & Controls	AAJC-STD01 Single Arm Joystick NON-Moveable	0.00 \$
12	Consoles & Controls	APJC-0020 Crusher Panel Control on Joystick	350.00 \$
13	Consoles & Controls	ATJC-STD01 Grabber Control on Joystick	0.00 \$
#	Category	Option Description	Price
14	Hydraulic	HCON-STD01 JIC	0.00 \$
15	Hydraulic	CCPM-STD02 Dual Pump Denison T6DC Work-at-Idle (Front)	0.00 \$
16	Hydraulic	CHFT-STD02 Hydraulic Tank Mounted on Chassis	0.00 \$
17	Hydraulic	EBCV-STD01 Pneumatic Over Hydraulic Body Main Valve	0.00 \$
18	Hydraulic	HHHR-0000 Hydraulic Requirements Waste Connections Inc.	1,320.00 \$
#	Category	Option Description	Price
19	Accessories	BCOT-0000 Broom and Shovel Front of Hopper on Curbside & Hoe Front of Hopper on Streetside	470.00 \$
20	Accessories	BFEX-0010 Fire Extinguisher 20 lbs (1) on Rubrail Curbside (Rear) Vertical	460.00 \$
21	Accessories	BESK-0000 Spill Kit on Rubrail Curbside (Center)	410.00 \$
22	Accessories	BBTS-STD01 Standard Tailgate Seal	0.00 \$
23	Accessories	CCTB-0030 Toolbox on Chassis Aluminium 24"D x 24"H x 14"W (Swing Door)	1,790.00 \$
24	Accessories	BWCH-0010 Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels	470.00 \$
#	Category	Option Description	Price
25	Lighting	LLPA-0010 Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)	1,290.00 \$
26	Lighting	LBLR-0025 Backup Lights on Rubrails Mid-Body - LED (2)	810.00 \$
27	Lighting	LBLT-0005 Backup Lights on Tailgate 2/3 Centered - LED (2)	810.00 \$
28	Lighting	LWLK-0025 Work Light Package - LED (2)	810.00 \$
29	Lighting	WL01-0000 Hopper Streetside (1)	0.00 \$
30	Lighting	WL03-0000 Curbside Post (3)	0.00 \$
31	Lighting	CSLA-0030 Strobe Light Beacon Style on Cab Centered - Whelen L10HAP (1)	620.00 \$
32	Lighting	LSLA-0020 Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)	620.00 \$



Seller
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175-B Rte Marie Victorin
Lévis, Québec
Canada
G7A 2T3

Phone : 418-831-8250
Toll-Free : 1-800-463-6638
Website : www.labriegrup.com

QUOTE FORM		
Quote # / Rev. #	Reference #	Section 5, Item b.
5857 / 1		2024-09-20
Price List / Currency	Last Revision Date	Quote Valid Until
2025-A / USD	2024-09-23	2024-12-04
Regional Sales Manager	Customer Service Rep.	Product Specialist
Rich Jones	Candace Williams	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	Customer Pickup	LaFayette, GA, US

#	Category	Option Description	Price
33	Electronic	CCCC-0003 3X 3rd Eye Camera(s) - 3X Standard Position(s) With Heater/Without Shutter	4,020.00 \$
34	Electronic	CL01-0000 Tailgate Center 2/3 (1) - Pointing Back	0.00 \$
35	Electronic	CL04-0000 Hopper Streetside (4) - Pointing Curbside	0.00 \$
36	Electronic	CL15-0000 Mirror Streetside (15) - Pointing Back	0.00 \$
37	Electronic	CCCM-INC01 3rd Eye 7" Color Monitor (Included in Camera System Base Price) (4 Channels)	0.00 \$
38	Electronic	CCML-INC01 On Ceiling, Centered, Near the Windshield (If Possible)	0.00 \$
39	Electronic	CCMM-STD01 Monitor Mounting Brackets for Labrie Standard Installation	0.00 \$
40	Electronic	CCAW-0000 3rd Eye Air Wash on Backup Camera (1 Camera)	1,770.00 \$
41	Electronic	ECAP-5398 Alarm Policy Waste Connections Inc.	350.00 \$
42	Electronic	AGCD-0000 Cart/Container Counting Device on Arm(s)	350.00 \$
43	Electronic	EPHM-0000 Hour Meter - Hydraulics	350.00 \$
44	Electronic	EGSE-0010 Backup Proximity Detection Device - 3rd Eye Radar	2,980.00 \$

#	Category	Option Description	Price
45	Electrical	ESYV-STD01 12V Body Electrical System	0.00 \$

#	Category	Option Description	Price
46	Structure, Liners & Materials	BHWS-0000 Hopper Floor Liner 1/4" - Hardox 450	1,320.00 \$

#	Category	Option Description	Price
47	Unit Appearance	PBSC-0030 Bottom Part of Tg Painted a Different Color Than Body (Half)	1,430.00 \$
48	Unit Appearance	PCBP-STD01 Urethane Body Paint	0.00 \$
49	Unit Appearance	UAPP-STD01 One (1) Coat of Urethane Primer	0.00 \$
50	Unit Appearance	PCCP-STD01 Paint Chassis Components same Color as Chassis	0.00 \$
51	Unit Appearance	BASA-STD01 Rubber Mud Guards - Rear of Rear Axle	0.00 \$
52	Unit Appearance	BASR-0000 Anti-sail Bars on Rear Mud Guards (Rear Wheels)	200.00 \$
53	Unit Appearance	BASN-STD01 Mud Guards with Labrie Logo	0.00 \$
54	Unit Appearance	BODL-STD01 Informative Decals English	0.00 \$

#	Category	Option Description	Price
55	Chassis	CFTD-STD01 Diesel Tank from Company or CNG/Electric	0.00 \$

SUBTOTAL OPTIONS :			36,780.00\$
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NON-STANDARD OPTIONS			

SUBTOTAL NON-STANDARD OPTIONS :			0.00\$
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COMMENTS			
End-User: City of Toppenish, WA FloorPlant fee: \$11,371.20 Chassis Price: \$207,449.25			



Seller

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Phone : 418-831-8250
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Website : www.labriegrup.com

QUOTE FORM		
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Regional Sales Manager	Customer Service Rep.	Product Specialist
Rich Jones	Candace Williams	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	Customer Pickup	LaFayette, GA, US

Expected Delivery Date :		Subtotal Base Price and Options :	199,480.00 \$
		Discount (2.00%) :	3,989.60 \$
Chassis Terms (if applicable) : Net on delivery for release of MSO. Weight Distribution: Quotes and pricing are subject to changes according to WD analysis which can alter specs. Upon receipt of PO and chassis specs, WD will be conducted and a confirmation of acceptance will be issued. Taxes : Not Included. Disclaimer : It is the quoting distributor's responsibility to verify the accuracy of this quote versus the specifications for the body and chassis. Labrie Environmental Group will not be responsible for any price differential between this quotation and what is required by the provided specifications. Interest fees on past due account of 1.5% per month (18% annual). Price list subject to change at all time due to the steel price index. Labrie Environmental Group (LEG) does not accept floorplan charges, back charges, liquidated damages or third-party claims for any reason or cause, whether expressed or implied by specifications or other form of communication, including purchase order terms and conditions unless approved in writing by CEO or CFO at time of quotation. Labrie Environmental Group (LEG) and/or seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic.		Subtotal Base Price and Options (Net) :	195,490.40 \$
		Body Miscellaneous Charge #1 :	11,371.20 \$
		Body Miscellaneous Charge #2 :	0.00 \$
		Body Miscellaneous Charge #3 :	0.00 \$
		Sourcewell Fee :	0.00 \$
		Material Surcharge :	0.00 \$
		Extended Warranty :	0.00 \$
		Extended Warranty Other :	0.00 \$
		Additional Trade Discount :	0.00 \$
		Subtotal Body (Net) :	206,861.60 \$
		Chassis Price :	207,449.25 \$
		Subtotal Unit (Net) :	414,310.85 \$
		FET (12%) :	0.00 \$
		Change Fee #1 :	0.00 \$
		Change Fee #2 :	0.00 \$
		EV Fee :	0.00 \$
		Miscellaneous Charge #1 :	0.00 \$
		Miscellaneous Charge #2 :	0.00 \$
		Miscellaneous Charge #3 :	0.00 \$
		Freight Charges :	0.00 \$
		Total Unit (Net) :	414,310.85 \$
		Number of Units :	1
		Grand Total :	414,310.85 \$
		Currency :	USD

Labrie Representative :

Customer : SWS Equipment, Inc.

RESOLUTION 2017-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, AUTHORIZING AND DIRECTING THE CITY
MANAGER OF THE CITY OF TOPPENISH TO TAKE SUCH ACTIONS AS ARE
NECESSARY TO REGISTER THE CITY OF TOPPENISH AS A PARTICIPATION
PUBLIC AGENCY WITH NATIONAL JOINT POWERS ALLIANCE**

WHEREAS, the City of Toppenish, desires to arrange for making cooperative purchases of certain goods and services with National Joint Powers Alliance (NJPA); and the City Council of the City of Toppenish deems it to be in the best interests of the City that such an arrangement be carried out, and

WHEREAS, pursuant to the provisions of RCW 39.34, the City of Toppenish may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under contract and to utilize each other's contracts, as needs arise, and

WHEREAS, NJPA assists public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide and by utilizing competitively solicited contracts for quality products through NJPA, and

WHEREAS, it is recommended the City Council of Toppenish City Council register as a participating public agency with the NJPA,

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

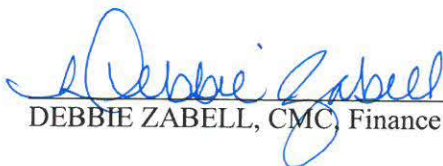
The City Manager is hereby authorized and directed to take such actions as are necessary to register the City of Toppenish as a participating public agency with National Joint Public Alliance for the purpose mentioned above.

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

PASSED by the Toppenish City Council at its regular meeting held on August 28, 2017.


CLARA R. JIMENEZ, Mayor

ATTEST:


DEBBIE ZABELL, CMC, Finance Director/City Clerk



SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and City of Toppenish (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By *Chad Coquette*
 Its Interim City Manager
 TITLE
May 23, 2022
 DATE

Sourcewell

DocuSigned by:
Chad Coquette
Executive Director/CEO
 TITLE
5/24/2022 | 7:36 AM CDT
 DATE

Rev. 5/2018

**MEMBER INFORMATION**

Indicate an address to which correspondence may be delivered.

Organization Name* City of Toppenish

Address* 21 W. 1st Ave

City Toppenish

State/Province Code WA ZIP code* 98948

Country USA

Employer Identification Number 91-6001286

Website www.cityoftoppenish.us

Contact person* (First, Last) Malarey Bethune

Job Title* Accounting Manager

Job Role* Oversees City Purchasing

E-mail* Malarey.Bethune@cityoftoppenish.us

Phone* 509-865-2080

Organization Type:**Government**

- ☐ Federal
- ☐ State
- ☐ County
- ☒ Municipality
- ☐ Tribal
- ☐ Township
- ☐ Special District

Education

- ☐ Pre-K
- ☐ Public K-12
- ☐ Private K-12
- ☐ Public Higher Ed
- ☐ Private Higher Ed



Non-Profit (Please include documentation demonstrating non-profit status)

- ☐ Church
- ☐ Medical Facility
- ☐ Other

REFERRED BY

- ☐ Advertisement
- ☐ Colleague/Friend
- ☐ Vendor Representative
- ☐ Conference/Trade Show _____
- ☐ Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

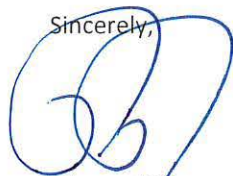
June 6, 2018

The National Joint Powers Alliance (NJPA) will formally be known as Sourcewell beginning June 6, 2018.

The NJPA Board of Directors on May 15, 2018 voted to approve changing the organization's name to Sourcewell. Documentation has been formally submitted for Sourcewell to be registered and trademarked, both federally and in Minnesota, with the appropriate agencies.

Sourcewell has worked intentionally to mitigate the implications of this change to current and potential members, currently awarded vendors, and other existing partners. After June 6th, 2018, Sourcewell will maintain and continue to recognize the National Joint Powers Alliance name. Membership agreements, contracts, and agreements entered into with the National Joint Powers Alliance will remain valid and continue in effect without impact. This will ensure contractual continuity and safeguard any disruptions to engagement with Sourcewell. This includes membership, use of cooperative purchasing contracts, or other contractual engagements.

Sincerely,



Marcus Miller

General Counsel and Director of Government Relations

**STATE OF MINNESOTA
COUNTY OF TODD**

**RESOLUTION ESTABLISHING CORPORATE AND AGENCY NAME FOR REGION 5 SERVICE
COOPERATIVE AS SOURCEWELL (F/K/A National Joint Powers Alliance)**

Resolution No. 2018-07

WHEREAS, the Board of Directors previously authorized and directed staff undertake all actions necessary and sufficient to “rebrand” Region 5 Service Cooperative; and

WHEREAS, after careful study and consideration, the name Sourcewell was chosen as the legal, organizational, and agency name for Region 5 Service Cooperative; and

WHEREAS, the organizational bylaws were duly adopted, ratified and approved and became effective as of the May 2018 Board of Directors meeting; and

WHEREAS, Article 1, Section 1 of said bylaws establishes Sourcewell as the legal organizational name for Region 5 Service Cooperative; and

WHEREAS, Minnesota Statutes, § 123A.21 provides that the “care, management, and control” of Region 5 Service Cooperative is vested in its Board of Directors, including the power and authority to establish the legal name of the organization.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

1. The name National Joint Powers Alliance is replaced and the legal, organizational, and agency name of Region 5 Service Cooperative is Sourcewell.
2. The official and effective date of this change is June 6, 2018.
3. All prior contracts and other legal obligations established or incurred under the name National Joint Powers Alliance remain in full force and effect.
4. All contracts or other legal obligations undertaken on and after June 6, 2018 shall be executed and performed in the name Sourcewell.
5. This Resolution is effective upon signature and shall henceforth serve as sufficient and official proof and evidence of the legal, organizational and agency name for Region 5 Service Cooperative.

6. The Executive Director, or his designee, is authorized and directed to provide copies of this resolution to third parties as requested or required and to affix the same to legal documents when necessary.



Chairperson, Sourcewell Board of Directors

ATTEST:


Clerk to the Board of Directors



Request for Council Action

Agenda Bill No.: 2025-011

Meeting Date:	February 24, 2025
Subject:	Financial Software Amendment
Attachments:	Resolution 2025-08
Presented by:	Yeni Salcedo, Lead Finance Tech
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The original contract with Tyler Technologies for financial services did not include some features related to payments and services orders, as the City was still determining the best way forward. Currently the City utilizes the company Invoice Cloud to process online payments. The City is paying about \$500 a month for this service and we do not take credit cards in person. Service orders are done through email, which is not an efficient or effective way to keep track of the work needed to be done.

This amendment to our financial services contract would add service orders, notification capabilities for Utility Billing, credit card services at a 3.5% fee for customers, purchase of 6 (or 4) credit card terminals, and an annual fee for PCI (Credit Card) compliance.

We will be able to move all our customers who are currently paying their bills online through Invoice Cloud to Tyler’s system without each customer having to manually re-enroll themselves in the service. The online fee for ACH automatic payments will increase from \$0.95 to \$1.95

To summarize, this contract amendment gives the City:

- **Credit card terminals for in-person purchases with a 3.5% (\$2.50 minimum) fee for customers**
- **Payments online and over the phone through Tyler instead of Invoice Cloud saving the City about \$500 a month**
- **Ability to use a customer notification feature in Utility Billing at \$0.10 per customer**
- **Purchase of 6 (or 4) Credit Card Terminals with an annual fee for PCI compliance**
- **Service Order Module for City Workers**

Fiscal Impact:

\$5,294 one-time costs, \$1,330 annual fees. We pay our current vendor about \$500 a month, so we expect net savings through this change.

Recommendation:

Approve resolution 2025-08 Amending Contract 090329-TTI

Alternatives:

Remain with invoice cloud for payments and email for service orders.

RESOLUTION 2025-08

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

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

WHEREAS, the agreement needs amending to include certain payment and service features for the city in accordance with the attached list of terms, a copy of which is attached hereto, marked as exhibit A and incorporated herein by this reference.

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

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

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

PASSED by the Toppenish City Council at its regular meeting held on February 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

**Sales Quotation For:**

City of Toppenish
 21 W 1st Ave
 Toppenish WA 98948-1524

Quoted BY David Snow
 Quote Expiration 4/22/25
 Quote Name

Tyler Software			
Description		License Total	Annual Maintenance
ERP Pro			
ERP Pro 10 Customer Relationship Management Suite			
Service Orders Mobile		\$ 1,000	\$ 250

Tyler Fees per Transaction			
Description		Net Unit Price	
Tyler One			
Notify			
Notifications for Utilities			\$ 0.10

Payments

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										

Tyler One					
ERP Pro Payments	Miscellaneous	3.50%	\$ 2.50	X	X
Utility Access Payments Bundle	Utility Billing	3.50%	\$ 2.50	X	X
ERP Pro Payments	Sales Tax	3.50%	\$ 2.50	X	X
Payments - Other Fees					
Tyler One					
Credit Card Chargebacks		\$ 15.00			

Payer Card Cost per card transaction with Visa, MasterCard, Discover, and American Express when applicable.
Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Third Party Software & Hardware			Extended	
Description	Quantity	Unit Price	Price	Annual
Tyler One				
Payments				
Payments EMV Card Reader Purchase	6	\$ 0	\$ 3,174	\$ 0
PCI Service Fee (Per Device)	6	\$ 0	\$ 0	\$ 1,080
TOTAL:			\$ 3,174	\$ 1,080

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	6	\$ 870
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 1,120

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 1,000	\$ 250
Total Third Party Hardware, Software, Services	\$ 3,174	\$ 1,080
Total Tyler Services	\$ 1,120	
Summary Total	\$ 5,294	\$ 1,330

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Notifications for Utilities

Notifications for Utility Access include Customer notifications by phone (call late notices and general notifications) and texts. Call and text lists are automatically generated, and the account is updated after the call or text. Calls includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call and text results. Note: The Utility will be billed at the rate specified above for all the calls and texts made. The Utility will be billed quarterly by Tyler Technologies for calls and texts conducted.

Utility Access Payments Bundle

The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Request for Council Action

Agenda Bill No.: 25-012

Meeting Date:	February 24, 2025
Subject:	Censure of Councilmembers Morfin and Prieto Duval
Attachments:	Resolution 2025-09
Presented by:	Elpidia Saavedra, Mayor
Approved for Agenda by:	Elpidia Saavedra, Mayor

Discussion:

During the February 3, 2025 City Council meeting, some discussion occurred that would have to be described as vehement and emotionally charged. However, as disruptive and distressing as that might be, it was not the most problematic aspect of Council interaction at that meeting. Two Councilmembers departed from the meeting while it was still in session, and while action still needed to be taken. The action that needed to be taken was imposed upon the City with some urgency.

The departure of the two members of the City Council while the Council meeting was in session and while important action still needed to be taken deprived the City Council of the opportunity to take the necessary action, because of the lack of a quorum. It is for that reason that the proposed Resolution of Censure is forwarded to the City Council for its consideration.

Fiscal Impact: Unknown

Recommendation: Approve Resolution 2025-09, Censuring Councilmembers Morfin and Prieto Duval for their actions during the February 3, 2025 City Council meeting.

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

RESOLUTION 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, CENSURING COUNCILMEMBERS MORFIN AND PRIETO DUVAL FOR ACTION RELATED TO THE TOPPENISH CITY COUNCIL MEETING OF FEBRUARY 3, 2025

WHEREAS, public officials hold a position of public trust, and are expected to adhere to standards that conform to the responsibilities related to their public offices; and

WHEREAS, the citizens of the City of Toppenish should be able to depend upon the members of the City Council to perform the duties involved in Council membership representing the City; and

WHEREAS, although the verbal exchanges between Councilmembers can on occasion be passionate and vociferous, as was certainly the case at the City Council meeting on February 3, 2025, which in and of itself was disruptive of the ability of the City Council to address the matters coming before the City Council, what was more problematic than that was the fact that Councilmembers Morfin and Prieto Duval walked out of an executive session while the City Council meeting was still in session; and

WHEREAS, the departure of Councilmembers Morfin and Prieto Duval took from the City Council its quorum and thereby deprived the City Council of being able to continue with the City Council meeting and move forward with necessary action related to the matters before the City Council and specifically the purpose of the executive session, which, in turn, put the City Council and the City in the position of not being able to meet requirements legally imposed on the City;

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

1. Councilmember Morfin is hereby censured for acting in a manner contrary to his duties as a member of the City Council of Toppenish, Washington, and in a manner that disabled the City Council from taking necessary action for and on behalf of the City.

2. Councilmember Prieto Duval is hereby censured for acting in a manner contrary to her duties as a member of the City Council of Toppenish, Washington, and in a manner that disabled the City Council from taking necessary action for and on behalf of the City.

3. Notice of this Resolution of Censure shall be posted for a period of 90 days on the public notice bulletin board.

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

PASSED by the Toppenish City Council at its regular meeting held on February 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 25-013

Meeting Date: February 24, 2025

Subject: Resolution 2025-10 Amending CKJT's Contract Scope

Attachments: Resolution 2025-10, Scope Amendment

Presented by: Andrew Hattori, Community & Economic Development Director

Approved For Agenda By: Dan Ford, PE, City Manager

Discussion: The City of Toppenish has selected CKJT Architects PLLC (CKJT) through a responsive request for Qualifications process and has entered into a contract for the design and re-model of the building located at 220 West 1st Avenue. The contract for their efforts was approved at the January 27, 2025 City Council regular meeting.

Since the contract has been entered into staff has worked with CKJT and it has been identified that services necessary for the re-model project were not included in the initial contract. These services are absolutely necessary to complete the project in a timely manner and some of the items, including IT and Security related scopes, are not allowed to be completed by City staff due to City policies. These services include:

- Head ended equipment for IT.
- Head ended equipment for Security.
- TERO requirements and coordination.
- Purchase and modification of AIA Contract Documents.
- Bid Opening coordination and management.

Additionally, provisions for reserve services were also identified. It's important to note that these services are will only be utilized and charged on a "as-needed" basis and the rates included will only impact the project budget if they are provided at staff's request. These services include:

- Additional site visits.
- Additional hourly professional design services.

Professional services for these scopes will be provided for an additional not to exceed fee of \$24,300.00 per the following breakdown:

- Expanded Services: lump sum fee of \$14,300.00.
- Reserve Services: \$10,000.00

The Finance Director has reviewed this requested amendment and affirms that there is financing to support this proposal.

Fiscal Impact: The City of Toppenish will be required to fund the expanded scope.

Recommendation: Approve Resolution 2025-10, authorizing the City Manager to amend the previously approved contract with CKJT Architects PLLC to include an expanded scope and professional services related to the design and r-model of the building located at West 1st Avenue. Details are listed in the letter dated February 18, 2025.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further discussion which will delay implementation.

RESOLUTION 2025-10

A RESOLUTION APPROVING CKJT ARCHITECTS PLLC CONTRACT AMENDMENTS – 220 WEST 1ST AVENUE, POLICE FACILITY DESIGN AND REMODEL PROJECT FOR THE CITY OF TOPPENISH, WASHINGTON

WHEREAS, the City of Toppenish entered into a contract with CKJT Architects PLLC for the design and remodel of the building located at 220 West 1st Avenue for a new Police Facility; and which contract was approved by City of Toppenish Resolution 2025-06, on January 27, 2025; and

WHEREAS, the initial contract scope did not include certain provisions and services which are necessary to fully complete the project; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into an amended contract scope with CKJT Architects PLLC for additional services, which certain provisions and services are listed in the Amendment #1 received from CKJT Architects PLLC, dated February 18, 2025, included herewith;

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

Section 1. Document: Said Amendment # 1 to the Professional Service Contract between CKJT Architects PLLC and the City of Toppenish for the design and remodel project of the Police Facility located at 220 West 1st Avenue is approved and the City Manager is authorized and directed to execute said amendment on behalf of the City and to take any necessary and appropriate steps in furtherance thereof.

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 February 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

February 18, 2025

Mr. Dan Ford, City Manager
City of Toppenish
21 West First Avenue
Toppenish, WA 98948

Re: Amendment #1; Toppenish Police Remodel Project

Dear Mr. Dan Ford,

Amendment #1 to the original project contract with CKJT Architects PLLC for Toppenish Police remodel project, effective date of 1/27/2025.

The scope of amendment #1 encompasses expanded services and reserve services as detailed below:

1. Expanded Services:
 - a. Head ended equipment for IT: Design coordination and inclusion in the contract document drawings and specifications for bid by General Contractor.
 - b. Head ended equipment for Security: Design coordination and inclusion in the contract document drawings and specifications for bid by General Contractor.
 - c. Tero requirements: Coordination of General Contractor TERO requirements with City/Tribe and inclusion in the contract documents for bid by General Contractor.
 - d. Purchase and modification of AIA Contract Documents: Owner-Contractor Agreement and General Conditions of the Contract for Construction. Owner to provide review, comment/modification and approval.
 - e. Bid Opening: Coordination and management of the bid opening process in Toppenish. Owner to provide suitable location for bid opening.
2. Reserve Services: as requested in writing by Owner.
 - a. Additional site visits.
 - b. Additional hourly professional design services.

Professional services for this scope will be provided for an additional not to exceed fee of \$24,300.00 per breakdowns below:

- 1. Expanded Services: lump sum fee of \$14,300.00.
- 2. Reserve Services: not to exceed fee of \$10,000.00.
 - a. Per site visit fee: \$800.00
 - b. Hourly professional services per design team hourly rates.

Original Contract will be amended to include additional not to exceed fee.

Sincerely,

CKJT Architects, PLLC



Melissa C. McCoy

Acceptance: You are authorized to proceed with the work as outlined above. On behalf of: _____ Printed Name: _____ Signature of Authorized Agent: _____ Date: _____ REV 2023 10 24
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Request for Council Action

Agenda Bill No.: 25-014

Meeting Date: February 24, 2025

Subject: Declaration of Emergency to Make Immediate Repairs for the Wastewater Treatment Plant

Attachments: Resolution 2025-11

Presented by: Dan Ford, PE, City Manager

Approved for Agenda by: Dan Ford, PE, City Manager

Discussion:

The City's Wastewater Treatment Plant (WWTP) on February 11, 2025, and February 20, 2025, experienced failures to critical treatment processes and systems preventing the City from processing municipal wastewater consistent with permit requirements. Several events have occurred over a short amount of time including rupture of a sludge line under an existing building. This failure caused sewage to exfiltrate to the ground surface and also caused the foundation of a building to heave raising in elevation by approximately 6-inches. This failure was reported to Ecology as a spill. City Staff quickly rerouted wastewater to another process to reduce the City's exposure and temporarily fix the aforementioned issue. On February 20, 2025, two blowers at the aeration basin responsible for a critical wastewater process failed. A third blower, and remaining blower was placed into operation to manage the same loading as two blowers and is also in a state of failure and requires replacement. In addition, the headworks screen also is in a state of failure. The failure of these systems combined require immediate attention and funding.

Following RCW 39.04.280(1)e a Declaration of Emergency can be authorized by a governing body allowing the City Manager to waive the competitive bidding process and award necessary contracts to undertake these repairs and equipment replacements. Additionally, emergency funding is available to the City through an application process by declaring a state of emergency. The sum of all repairs and equipment replacements, except replacement of the building, is estimated at \$900,000.

The state of emergency will be lifted when all repairs are made.

Failure to act will result in permit violations and fines by the Department of Ecology / Environmental Protection Agency.

Fiscal Impact: Unknown. City Staff are pursuing emergency funding through the Department of Ecology, Department of Commerce, and Congressionally Directed Spending Request. Declaring an emergency allows the City to leverage funding for instances defined as an emergency per RCW 39.04.280(3).

Recommendation: Approve the following: Resolution 2025-11: A Resolution of the City Council of the City of Toppenish, Washington, Declaring a State of Emergency to Make Immediate Repairs for the Wastewater Treatment Plant.

Alternatives: 1) If no approval, repairs will need to follow competitive bidding process, and City will need to utilize fund balances for repair and replacement costs. 2) Forward to next council meeting for further review.

RESOLUTION 2025-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH,
WASHINGTON, DECLARING A STATE OF EMERGENCY TO MAKE
IMMEDIATE REPAIRS FOR THE WASTEWATER TREATMENT PLANT**

WHEREAS, the municipal wastewater treatment plant (WWTP) is the community's sole means of managing municipal wastewater for the City of Toppenish and is required to operate within state and federal regulations; and

WHEREAS, on February 11, 2025, a catastrophic failure of an essential process at the WWTP failed causing partially treated sludge to exfiltrate to the ground surface causing significant damage to a building; and

WHEREAS, on February 12, 2025, City Staff identified immediate repairs required to continue to process wastewater by replacing sludge piping and components, and installation of a bypass system; and

WHEREAS, on February 20, 2025, an essential part of the WWTP including two blowers used for the aeration treatment process failed and require immediate replacement; and

WHEREAS, on February 20, 2025, the third contingency blower for the aeration treatment process was placed into operation and also requires replacement; and

WHEREAS, due to excessive loading and aged equipment at the Headworks Screen, the screen also requires immediate replacement to function; and

WHEREAS, repairs to this essential equipment at the WWTP is catastrophic in nature and present an immediate threat for processing wastewater and require attention; and

WHEREAS, funding for these repairs may be made available by declaring a state of emergency declaration; and

WHEREAS, in accordance with RCW 39.04.280(1)e provides that the governing body of a municipality may waive the competitive bidding requirement for a public works project in the event of an emergency; and

WHEREAS, in accordance with RCW 39.04.280(3) defines "emergency" as unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential function; or (b) will likely result in material loss or damage of property, bodily injury, or loss of life if immediate action is not taken; and provides that the governing body of a municipality may waive the competitive bidding requirement for a public works project in the event of an emergency; and

WHEREAS, the City Council has determined that due to the timing and critical function and the need for immediate repair, insufficient time may not exist to complete the project

through the standard competitive bidding process and must therefore declare the situation an emergency; and

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

Section 1. The City Council recognizes an emergency exists with the failure of essential WWTP equipment and components and authorizes the Mayor and City Manager to waive the competitive bidding process and award necessary contracts on behalf of the City to undertake the repair or replacement of the WWTP equipment and components and to keep the Council apprised of the progress of the situation.

Section 2. The City Council recognizes an emergency exists and authorizes the City Manager to pursue all funding options available and to keep the Council apprised of the progress.

Section 3. This Declaration of Emergency will expire automatically when all the aforementioned repairs are completed.

Section 4. 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 5. This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on February 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney