

Televised Live and Streamed at the link below:

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1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Recognition of Service

- a. Retired Fire Chief Timothy B. Smith

4. Proclamation

- a. [Martin Luther King, Jr. Week from January 19, 2025, through January 25, 2025](#)

5. Public Comment

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

6. Consent Agenda

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

- a. [Approve Minutes of the December 9, 2024, Regular Meeting](#)
- b. [Approve Minutes of the January 6, 2025, Study Session](#)
- c. [Approve Resolution 2025-03, Amendment No. 1 to Employment Agreement with Daniel Ford](#)
- d. [Approve Payroll Check Numbers 36861 through 36902, and Electronic Transfers EFTPR3396 through EFTPR3407 in the total amount of \\$356,002.35 dated December 20, 2024](#)
- e. [Approve Payroll Check Numbers 36903 through 36910, and Electronic Transfers EFTPR3408 through EFTPR3417 in the total amount of \\$221,417.65 dated January 7, 2025](#)
- f. [Approve Claims Checks Numbers 99989 through 100064 and Electronic Transfers EFTAP437 in the total amount of \\$212,213.01 dated December 23, 2024, and void check NR99989](#)
- g. [Approve Claims Checks Numbers 100065 through 100129 and Bank Drafts DFT4 through DFT5 in the total amount of \\$209,369.74 dated December 31, 2024](#)

- h. [Approve Claims Checks Numbers 100130 through 100152 and Bank Drafts DFT6 through DFT8 in the total amount of \\$890,952.04 dated January 13, 2025](#)

7. New Business

- a. [AB 25-003: Award Bid for Jackson/Juniper Water Main Replacement Project](#)
- b. [AB 25-004: Resolution 2025-04, TIB Fuel Tax Grant Distribution Agreement](#)
- c. [AB 25-005: Resolution 2025-05, Approve Task Order for Toppenish Avenue and 1st Avenue Intersection Improvements](#)

8. Council Meeting Reports and Community Announcements

9. Adjournment

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

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



Proclamation

As we prepare to observe the Martin Luther King, Jr., Federal Holiday, we reflect on the history of civil rights in America and honor Dr. King for the power of his intellect, the truth of his words, and the example of his courage. Dr. King called on our Nation to ensure equal justice under law and uphold our founding ideals of life, liberty, and the pursuit of happiness for all people.

Only when our children are free to pursue their full measure of success - unhindered by the color of their skin, their gender, the faith in their heart, the people they love, or the fortune of their birth - will we have reached our destination.

Dr. King believed that all people are made in God's image and created equal. He dedicated his life to empowering people and challenged them to lift up their neighbors and communities. He encouraged Americans to look past their differences and refused to rest until our Nation fulfilled its pledge of liberty and justice for all.

Today, let us ask ourselves what Dr. King believed to be life's most urgent and persistent question: "What am I doing for others?"

NOW, THEREFORE, the City of Toppenish does hereby proclaim the week of January 19, 2025 through January 25, 2025 as

Martin Luther King, Jr. Week

And we encourage all citizens to acknowledge Martin Luther King, Jr. and the principles for which he fought and died.

Dated this 13th day of January, 2025.

Elpidia Saavedra, Mayor

TOPPENISH CITY COUNCIL
Regular Meeting Minutes
December 9, 2024

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

ROLL CALL

- Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton, and Councilmembers Naila Prieto Duval, George Garcia, Josh Garza, Ezequiel Morfin, and Cristian Sanchez
- Staff: City Manager Dan Ford, City Attorney Daniel B. Heid, Budget and Finance Director Adam Vaughn (FD Vaughn), Chief of Police Joseph Mehline, Interim Public Works Director Shaun Burgess, Community Economic Development Director Andrew Hattori, Information Technologies Services Manager Van Donley, Fire Captain Dale Northrup, Firefighter Trevor Oswalt, Firefighter Richard Lilienthal, Firefighter Eric Ihnen, Firefighter Dustin Crist, 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.

APPROVE AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve the December 9, 2024, Agenda. Motion carried unanimously.

PUBLIC COMMENT

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

CONSENT AGENDA

- Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Consent Agenda items a through d:
- a. Approve Minutes of the November 25, 2024, Regular Meeting
 - b. Approve Minutes of the December 2, 2024, Study Session
 - c. Approve Payroll Check Numbers 36852 through 36860, and Electronic Transfers EFTPR3386 through EFTPR3395 in the total amount of \$239,504.01 dated December 6, 2024
 - d. Approve Claims Checks Numbers 99936 through 99988 and Electronic Transfers EFTAP434 through EFTAP436 in the total amount of \$96,697.71 dated December 9, 2024
- Motion carried unanimously.

NEW BUSINESS

Mayor Saavedra Read Ordinance 2024-18 Into the Record: An Ordinance Amending the 2024 Operating Budget and Amending Ordinance 2023-12 for the City of Toppenish, Washington.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to adopt Ordinance 2024-18. Motion carried unanimously.

Mayor Saavedra Read Ordinance 2024-19 Into the Record: An Ordinance Adopting the 2025 Budget for the City of Toppenish, Washington.

Councilmember Garza moved, seconded by Mayor Pro Tem Belton to adopt Ordinance 2024-19. Motion carried. Councilmember Morfin voted no.

Mayor Saavedra Read Ordinance 2024-20 Into the Record: An Ordinance Repealing Sections 2.20.030 and 2.20.040 of the Toppenish Municipal Code, to Replace the Chief of the Police Department and the Chief of the Fire Department With a Public Safety Director Who Shall be Responsible for Supervising all Employees of the Police and Fire Departments, and Who Shall have Authority to Delegate Civil Infraction Enforcement Matters to City Employees.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to adopt Ordinance 2024-20. Motion carried. Councilmember Morfin voted no.

Discussion to Cancel the Regular Meeting on December 23, 2024.

Councilmember Garza moved, seconded by Councilmember Sanchez to Cancel the Regular Meeting on December 23, 2024. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

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

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:47 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

**TOPPENISH CITY COUNCIL
Study Session Minutes
January 6, 2025**

CALL TO ORDER

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

ROLL CALL

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

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

Councilmember Prieto Duval moved, seconded by Councilmember Garcia to excuse Councilmembers Morfin and Sanchez from the January 6, 2025, meeting. Motion carried unanimously.

APPROVE AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to approve the January 6, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENT

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

PUBLIC COMMENTS UPDATE

CM Ford updated Council on the public comments received in December 2024, regarding support of the Regional Fire Authority and a development services item.

RECEIVE UPDATES FROM COMMITTEE CHAIR

Councilmember Prieto Duval provided an overview of the December 16, 2024 Public Safety Committee meeting by summarizing the Police and Fire reports and highlighting the successful use of the Flock cameras and K-9 Grom.

DISCUSSION

Receive Comments from CQC Scholarship Applicant, Frances Tilley.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to approve the nomination of Frances Tilley for the AWC Center for Quality Community Scholarship. Motion carried unanimously.

Resolution 2025-01: A Resolution of the City Council of the City of Toppenish, Washington Approving Purchase of Software and Services From N-Able to Provide Disaster Recovery, Monitoring and Security Services for the City.

Mayor Pro Tem Belton moved, seconded by Councilmember Prieto Duval to approve Resolution 2025-01. Motion carried unanimously.

Resolution 2025-02: A Resolution of the City Council of the City Of Toppenish, Washington, Amending the Lobby Hours at the Toppenish Police Department Business Office And Fixing a Time When the Same Shall be Effective.

Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Resolution 2025-02. Motion carried. Councilmember Prieto Duval voted no.

Select Yakima Valley Conference of Governments Member and Alternate for 2025 (Current Member: Prieto Duval, Alternate: Garcia).

Councilmember Prieto Duval moved, seconded by Councilmember Garza to reappoint Councilmember Prieto Duval as member and Councilmember Garcia as alternate to serve as the City's 2025 representatives with Yakima Valley Conference of Governments. Motion carried unanimously.

EXECUTIVE SESSION

At 5:38 p.m., Mayor Saavedra called for the Council to go into Executive Session to review the performance of a public employee pursuant to RCW 42.30.110(1)(g). The approximate time for the Executive Session is 30 minutes with anticipated action.

At 5:40 p.m., Council started its Executive Session after all the members of the public left the chambers.

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

Councilmember Prieto Duval moved, seconded by Councilmember Garcia to for the City to extend City Manager Ford's contract for one year with a 3% increase, and an adjustment to the vehicle allowance. Motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:11 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

RESOLUTION 2025-03

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO
EMPLOYMENT AGREEMENT WITH
DANIEL FORD**

WHEREAS during the Study Session on January 6, 2025, the Council discussed terms of contract and compensation for Mr. Ford serving as the City Manager, and

WHEREAS the parties have agreed to the Agreement,

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

The Amendment No. 1 to Employment Agreement Between the City of Toppenish and Daniel Ford is approved, and the Mayor 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 during its regular meeting held on January 13, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

**AMENDMENT NO. 1
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF TOPPENISH
AND
DANIEL FORD**

WHEREAS, the City of Toppenish, Washington, and Daniel Ford entered into an Employment Agreement on July 8, 2024, and

WHEREAS said parties have agreed to make certain amendments to said Agreement,

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. Section 1 of said Agreement shall be amended to read as follows:

“Section 1: Term

This agreement shall be extended an additional one year from January 13, 2025, and shall continue for a period of not less than three (3) years, or until terminated as provided by law, or by the provisions of this Agreement, provided, however, this Agreement shall automatically renew annually as of the third anniversary, unless otherwise terminated, or amended, as provided by law or the provisions of this Agreement.”

2. Section 3 of said Agreement shall be amended to read as follows:

“Section 3: Compensation

A. Base Monthly Salary: Employer agrees to pay Employee the base monthly salary rate of \$13,954.00, plus \$500.00 per month, payable in installments at the same time that the other management employees of the Employer are paid.”

3. Section 6 of said Agreement shall be deleted as follows:

~~“Section 6: Automobile~~

~~The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided the sum of \$6,000.00 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by \$25.00. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.~~

4. Except to the extent, they are modified by this Amendment and any other agreed Amendments to said Agreement, all terms and provisions of the Employee Agreement between the parties, dated July 8, 2024, shall not be affected.

Executed this the 13th day of January, 2025.

City of Toppenish, Employer

Daniel Ford, Employee

Elpidia Saavedra, Mayor

Daniel Ford, Employee

Payroll Check Register

Payroll for Period: 12/1-12/15, 2024

Fund Number	Description	Amount
001-000-011	Legislative	\$2,051.39
001-000-013	Executive	\$10,844.00
001-000-014	Finance, Record	\$19,522.76
001-000-017	Risk Management	\$4,578.32
001-000-018	Central Services, Personnel Services	\$18,737.40
001-000-021	Law Enforcement	\$77,529.32
001-000-022	Fire Services	\$87,215.85
001-000-024	Protective Inspections	\$8,406.87
001-000-058	Planning and Community Development	\$3,240.57
001-000-076	Pool, Park Facilities	\$5,755.97
030-000-021	Criminal Justice Fund	\$36,865.33
050-000-000	Special Projects Fund	\$962.76
101-000-000	Street Fund	\$4,805.42
108-000-000	Cemetery Fund	\$5,128.95
157-000-000	Cable TV Fund	\$5,930.79
401-000-000	Water Fund	\$22,625.37
403-000-000	Wastewater Fund	\$25,452.20
405-000-000	Solid Waste Fund	\$16,349.08
Grand Total		\$356,002.35

Payroll Checks

Payroll Checks 36861-36902 and Electronic Transfers EFTPR3396-EFTPR3407.

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

December 20, 2024
Date

Payroll Check Register

Payroll for Period: 12/16-12/31, 2024

Fund Number	Description	Amount
001-000-013	Executive	\$10,471.94
001-000-014	Finance, Record	\$13,363.33
001-000-018	Central Services, Personnel Services	\$12,403.27
001-000-021	Law Enforcement	\$49,711.02
001-000-022	Fire Services	\$37,529.50
001-000-024	Protective Inspections	\$6,653.37
001-000-058	Planning and Community Development	\$2,712.92
001-000-076	Pool, Park Facilities	\$3,863.20
030-000-021	Criminal Justice Fund	\$28,975.59
050-000-000	Special Projects Fund	\$719.36
101-000-000	Street Fund	\$3,045.42
108-000-000	Cemetery Fund	\$3,141.28
157-000-000	Cable TV Fund	\$4,986.47
401-000-000	Water Fund	\$14,097.58
403-000-000	Wastewater Fund	\$18,218.01
405-000-000	Solid Waste Fund	\$11,525.39
Grand Total		\$221,417.65

Payroll Checks

Payroll Checks 36903-36910 and Electronic Transfers EFTPR3408-EFTPR3417.

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

January 9, 2024
Date



City of Toppenish, WA

Check Report

By Check Number

Date Range: 12/13/2024 - 12/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Claims and Payroll-Claims and Payroll						
11625	Musgrave, Daniel	12/13/2024	Regular	0.00	300.00	100004
10047	ADT Security Services, Inc.	12/23/2024	Regular	0.00	47.51	100005
10067	Alba Enterprises	12/23/2024	Regular	0.00	160.00	100006
10099	Amazon Capital Services	12/23/2024	Regular	0.00	529.82	100007
10120	Anatek Labs, Inc.	12/23/2024	Regular	0.00	240.00	100008
10325	Budget Septic LLC	12/23/2024	Regular	0.00	2,000.70	100009
313081835	CenturyLink	12/23/2024	Regular	0.00	27.75	100010
10456	Cintas Corporation #605	12/23/2024	Regular	0.00	358.97	100011
10467	City of Sunnyside - Finance Dept.	12/23/2024	Regular	0.00	7,806.78	100012
10506	Columbia Cleaners	12/23/2024	Regular	0.00	83.86	100013
10553	Costco Membership	12/23/2024	Regular	0.00	130.00	100014
10648	Department of Licensing	12/23/2024	Regular	0.00	18.00	100015
10654	Dept. Of Transportation	12/23/2024	Regular	0.00	179.60	100016
10728	EarthCam, Inc.	12/23/2024	Regular	0.00	375.00	100017
10793	Evergreen Financial Services, Inc.	12/23/2024	Regular	0.00	253.47	100018
10829	Fidelity Title Co.	12/23/2024	Regular	0.00	1,125.00	100019
11082	HID Global Corporation	12/23/2024	Regular	0.00	1,035.00	100020
11087	HLA Engineering and Land Surveying, Inc.	12/23/2024	Regular	0.00	35,010.23	100021
11108	Howard's Tire Factory Inc	12/23/2024	Regular	0.00	879.34	100022
11140	IMSA	12/23/2024	Regular	0.00	425.00	100023
11157	Intermountain Cleaning Service, Inc.	12/23/2024	Regular	0.00	3,806.37	100024
11434	Lynden Precast LLC	12/23/2024	Regular	0.00	2,700.00	100025
11461	Mansfield Alarm Co. Inc.	12/23/2024	Regular	0.00	178.21	100026
11501	Masters Telecom LLC	12/23/2024	Regular	0.00	17.09	100027
11543	Michael D'Orazio	12/23/2024	Regular	0.00	133.00	100028
11561	Miller & Team Heating & AC	12/23/2024	Regular	0.00	91.80	100029
11574	Mobile Modular	12/23/2024	Regular	0.00	14,870.70	100030
11586	Moon Security Service, Inc.	12/23/2024	Regular	0.00	45.91	100031
11710	ODP Business Solutions, LLC	12/23/2024	Regular	0.00	30.92	100032
11726	One Call Concepts, Inc.	12/23/2024	Regular	0.00	25.74	100033
11699	O'Reilly Auto Parts	12/23/2024	Regular	0.00	192.05	100034
11750	Owen Equipment Company	12/23/2024	Regular	0.00	6,407.11	100035
11753	Oxarc, Inc.	12/23/2024	Regular	0.00	57.67	100036
11769	Pacific Office Automation	12/23/2024	Regular	0.00	194.53	100037
Lease	Pacific Office Automation	12/23/2024	Regular	0.00	591.86	100038
Finance/All Other De	Pacific Power & Light Co.	12/23/2024	Regular	0.00	29,698.80	100039
11934	Rathbun Iron Works, Inc.	12/23/2024	Regular	0.00	78.83	100040
12334	Saveco North America Inc.	12/23/2024	Regular	0.00	9,030.38	100041
12375	Shawn Hyatt Excavating, Inc.	12/23/2024	Regular	0.00	900.00	100042
12469	Standard Paint & Flooring LLC	12/23/2024	Regular	0.00	1,007.34	100043
12516	SymbolArts LLC	12/23/2024	Regular	0.00	326.70	100044
12549	The Bunker Tri-Cities LLC	12/23/2024	Regular	0.00	52.18	100045
12550	The Healthy Worker	12/23/2024	Regular	0.00	120.00	100046
12607	Toppenish Chamber Of Commerce	12/23/2024	Regular	0.00	2,198.39	100047
12627	Toppenish Volunteer Firefighters Association	12/23/2024	Regular	0.00	620.00	100048
12652	True North Equipment	12/23/2024	Regular	0.00	344.86	100049
12664	Tyler Technologies Inc.	12/23/2024	Regular	0.00	10,403.75	100050
12668	U.S. Bank Corporate Payment Systems	12/23/2024	Regular	0.00	4,388.30	100051
12669	U.S. Bank Safekeeping	12/23/2024	Regular	0.00	22.00	100052
12727	Vanderhoof, Jordan	12/23/2024	Regular	0.00	111.35	100053
12748	Verizon Wireless	12/23/2024	Regular	0.00	3,488.12	100054
12751	VESTIS	12/23/2024	Regular	0.00	32.42	100055
12774	Vision Municipal Solutions, LLC	12/23/2024	Regular	0.00	2,572.72	100056
12840	Washington State Patrol	12/23/2024	Regular	0.00	26.50	100057

Check Report

Date Range: 1

Section 6, Item f. 4

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12867	Weinmann, Gene E.	12/23/2024	Regular	0.00	1,946.25	100058
PD	Wells Fargo Vendor Fin Serv	12/23/2024	Regular	0.00	423.56	100059
12974	Yakima County Department of Corrections	12/23/2024	Regular	0.00	18,221.27	100060
12983	Yakima County GIS	12/23/2024	Regular	0.00	85.00	100061
12997	Yakima Herald Republic	12/23/2024	Regular	0.00	86.80	100062
13012	Yakima Valley Conference of Governments	12/23/2024	Regular	0.00	8,313.00	100063
13029	Yakima Waste Systems, Inc.	12/23/2024	Regular	0.00	68.14	100064

Bank Code Claims and Payroll Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	61	0.00	174,895.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	104	61	0.00	174,895.65

Accounts Payable Check Register

December 23, 2024

Number	Vendor Name	Account Description	Amount
99989	Allen, James	Employee Longevity	\$1,240.00
99990	DeShong, Micheal	Employee Longevity	\$263.00
99991	Andrew Doney	Employee Longevity	\$40.00
99992	Fry, Dana	Employee Longevity	\$2,040.00
99993	Fry, Gloria	Employee Longevity	\$2,040.00
99994	Hector Garibay	Employee Longevity	\$220.00
99995	David Gonzalez	Employee Longevity	\$120.00
99996	Joshua Groves	Employee Longevity	\$120.00
99997	Hanks, Michael E	Employee Longevity	\$840.00
99998	Kroll, Gary	Employee Longevity	\$2,040.00
99999	Musgrave, Daniel	Employee Longevity	\$240.00
100000	Brandon Tobia	Employee Longevity	\$240.00
100001	Gregoria Vasquez	Employee Longevity	\$80.00
100002	City of Toppenish	City Utility Services - Recreation	\$171.42
		City Utility Services - Swimming Pool	\$3,910.09
		Check Total:	\$4,081.51
100003	Allen, James	Employee Longevity	\$1,940.00
EFTAP437	Washington State Department of Revenue	Excise Taxes	\$22,980.82
		Sales Tax Remitted	\$32.03
		Check Total:	\$23,012.85
NR99989	Allen, James	Employee Longevity	(\$1,240.00)
Grand Total			
Accounts Payable Checks 99989-100064, EFTAP437 & NR99989			\$212,213.01

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

December 23, 2024



City of Toppenish, WA

By Check Number

Date Range: 12/02/2024 - 01/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Claims and Payroll-Claims and Payroll						
10005	3B Apparel and Design	01/13/2025	Regular	0.00	5,000.40	100065
13089	Alert-All Corporation	01/13/2025	Regular	0.00	1,483.92	100066
10099	Amazon Capital Services	01/13/2025	Regular	0.00	2,287.50	100067
10120	Anatek Labs, Inc.	01/13/2025	Regular	0.00	400.00	100068
10390	Cascade Natural Gas Corp.	01/13/2025	Regular	0.00	4,315.94	100069
10445	Charter Communications	01/13/2025	Regular	0.00	615.00	100070
10456	Cintas Corporation #605	01/13/2025	Regular	0.00	363.80	100071
10467	City of Sunnyside - Finance Dept.	01/13/2025	Regular	0.00	34,004.56	100072
10468	City of Toppenish	01/13/2025	Regular	0.00	4,118.97	100073
10472	City Of Union Gap	01/13/2025	Regular	0.00	12,040.00	100074
10478	CivicPlus	01/13/2025	Regular	0.00	12,058.95	100075
10544	Correct Equipment, Inc.	01/13/2025	Regular	0.00	1,058.40	100076
13083	Daniel B. Heid	01/13/2025	Regular	0.00	3,436.00	100077
10648	Department of Licensing	01/13/2025	Regular	0.00	18.00	100078
10654	Dept. Of Transportation	01/13/2025	Regular	0.00	12,906.19	100079
10663	DeVries Business Records Management, Inc.	01/13/2025	Regular	0.00	12.43	100080
10817	Federal Express Corporation	01/13/2025	Regular	0.00	5.47	100081
10839	Fire Protection Publications	01/13/2025	Regular	0.00	91.81	100082
10624	Gordon Thomas Honeywell Government Relatic	01/13/2025	Regular	0.00	2,500.00	100083
11108	Howard's Tire Factory Inc	01/13/2025	Regular	0.00	301.32	100084
11116	HSI Emergency Care Solutions, Inc	01/13/2025	Regular	0.00	888.34	100085
11135	Ideal Lumber & Hardware, Inc.	01/13/2025	Regular	0.00	791.48	100086
11156	Intermedia.net Inc.	01/13/2025	Regular	0.00	157.30	100087
11157	Intermountain Cleaning Service, Inc.	01/13/2025	Regular	0.00	3,754.38	100088
11182	iSpyFire, Inc	01/13/2025	Regular	0.00	1,404.00	100089
11291	Kerr Ferguson Law, PLLC	01/13/2025	Regular	0.00	105.00	100090
11336	Lab Test	01/13/2025	Regular	0.00	475.00	100091
11392	Life-Assist, Inc.	01/13/2025	Regular	0.00	2,167.02	100092
11619	Municipal Emergency Services Inc.	01/13/2025	Regular	0.00	810.00	100093
11680	Northwest Safety Clean	01/13/2025	Regular	0.00	92.82	100094
11699	O'Reilly Auto Parts	01/13/2025	Regular	0.00	335.03	100095
11732	Orkin Pest Control	01/13/2025	Regular	0.00	90.72	100096
11741	Osborn Construction & Design LLC	01/13/2025	Regular	0.00	1,582.20	100097
11753	Oxarc, Inc.	01/13/2025	Regular	0.00	58.51	100098
Lease	Pacific Office Automation	01/13/2025	Regular	0.00	183.87	100099
11769	Pacific Office Automation	01/13/2025	Regular	0.00	78.74	100100
Finance/All Other De	Pacific Power & Light Co.	01/13/2025	Regular	0.00	31,236.49	100101
11792	Paul Deccio Installations	01/13/2025	Regular	0.00	8,591.40	100102
11886	Public Safety Testing, Inc	01/13/2025	Regular	0.00	204.00	100103
11934	Rathbun Iron Works, Inc.	01/13/2025	Regular	0.00	39.95	100104
12384	Sholtys, John	01/13/2025	Regular	0.00	127.93	100105
12424	Solid Waste Division	01/13/2025	Regular	0.00	37,528.17	100106
12469	Standard Paint & Flooring LLC	01/13/2025	Regular	0.00	139.22	100107
12500	Sunnyside Sun Media LLC	01/13/2025	Regular	0.00	63.00	100108
12550	The Healthy Worker	01/13/2025	Regular	0.00	120.00	100109
12559	The Print Guys	01/13/2025	Regular	0.00	863.54	100110
12639	TransUnion Risk and Alternative Data Solutions,	01/13/2025	Regular	0.00	139.33	100111
12652	True North Equipment	01/13/2025	Regular	0.00	5,026.96	100112
12664	Tyler Technologies Inc.	01/13/2025	Regular	0.00	1,848.75	100113
12668	U.S. Bank Corporate Payment Systems	01/13/2025	Regular	0.00	1,205.41	100114
12669	U.S. Bank Safekeeping	01/13/2025	Regular	0.00	22.00	100115
13088	Valley Asphalt Sealing, Inc.	01/13/2025	Regular	0.00	379.05	100116
12724	Valley Wide Cooperative, Inc.	01/13/2025	Regular	0.00	3,020.00	100117
12774	Vision Municipal Solutions, LLC	01/13/2025	Regular	0.00	2,052.41	100118

Check Report

Date Range:

Section 6, Item g.

5

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12825	Washington Law Enforcement Information and	01/13/2025	Regular	0.00	50.00	100119
12841	Washington State Treasurer	01/13/2025	Regular	0.00	2,617.63	100120
12867	Weinmann, Gene E.	01/13/2025	Regular	0.00	33.75	100121
12931	Workhub Software Inc.	01/13/2025	Regular	0.00	51.00	100122
12982	Yakima County Fire District 5	01/13/2025	Regular	0.00	1,856.61	100123
13087	Yakima County Training Officers Association	01/13/2025	Regular	0.00	180.00	100124
Vendor 541	Yakima County Treasurer	01/13/2025	Regular	0.00	50.69	100125
12997	Yakima Herald Republic	01/13/2025	Regular	0.00	142.60	100126
13002	Yakima Humane Society	01/13/2025	Regular	0.00	110.00	100127
13009	Yakima Tent and Awning Co. LTD	01/13/2025	Regular	0.00	373.64	100128
13029	Yakima Waste Systems, Inc.	01/13/2025	Regular	0.00	46.76	100129
11839	Pitney Bowes Inc.	12/19/2024	Bank Draft	0.00	1,000.00	DFT0000004

Bank Code Claims and Payroll Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	132	65	0.00	208,113.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	1,000.00
EFT's	0	0	0.00	0.00
	133	66	0.00	209,113.36

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
11069	Heritage Bank	12/17/2024	Bank Draft	0.00	256.38	DFT0000005

Bank Code General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	256.38
EFT's	0	0	0.00	0.00
	1	1	0.00	256.38

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	132	65	0.00	208,113.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,256.38
EFT's	0	0	0.00	0.00
	134	67	0.00	209,369.74

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	12/2024	1,256.38
999	Pooled Cash Fund	1/2025	208,113.36
			209,369.74

Grand Total

\$209,369.74

Accounts Payable Checks 100065-100129, DFT4-DFT5

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

1/10/2025



City of Toppenish, WA

By Check Number

Date Range: 12/02/2024 - 01/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Claims and Payroll-Claims and Payroll						
10173	Association Of Washington Cities	01/13/2025	Regular	0.00	6,995.00	100130
314273475	CenturyLink	01/13/2025	Regular	0.00	2,440.92	100131
313081835	CenturyLink	01/13/2025	Regular	0.00	970.65	100132
10445	Charter Communications	01/13/2025	Regular	0.00	867.31	100133
10492	Code Publishing, LLC	01/13/2025	Regular	0.00	224.10	100134
10728	EarthCam, Inc.	01/13/2025	Regular	0.00	375.00	100135
10795	Evergreen Rural Water of WA	01/13/2025	Regular	0.00	1,025.00	100136
11206	James Andrews	01/13/2025	Regular	0.00	3,000.00	100137
11238	Johnson Controls Security Solutions LLC	01/13/2025	Regular	0.00	724.45	100138
11586	Moon Security Service, Inc.	01/13/2025	Regular	0.00	96.19	100139
11723	OmniSite	01/13/2025	Regular	0.00	2,030.00	100140
11699	O'Reilly Auto Parts	01/13/2025	Regular	0.00	95.55	100141
12362	Securitas Technology Corporation	01/13/2025	Regular	0.00	184.39	100142
12549	The Bunker Tri-Cities LLC	01/13/2025	Regular	0.00	430.39	100143
12585	TK Elevator Corporation	01/13/2025	Regular	0.00	2,391.82	100144
12751	VESTIS	01/13/2025	Regular	0.00	16.21	100145
12774	Vision Municipal Solutions, LLC	01/13/2025	Regular	0.00	11,215.00	100146
12817	Washington Cities Insurance Authority	01/13/2025	Regular	0.00	818,936.00	100147
12840	Washington State Patrol	01/13/2025	Regular	0.00	26.50	100148
PD	Wells Fargo Vendor Fin Serv	01/13/2025	Regular	0.00	831.95	100149
FD	Wells Fargo Vendor Fin Serv	01/13/2025	Regular	0.00	227.53	100150
12991	Yakima County Technology Services	01/13/2025	Regular	0.00	8,471.69	100151
13012	Yakima Valley Conference of Governments	01/13/2025	Regular	0.00	8,313.00	100152
11177	Invoice Cloud (EFT)	01/10/2025	Bank Draft	0.00	547.40	DFT0000006
12889	Wex Bank (EFT)	01/24/2025	Bank Draft	0.00	8,663.99	DFT0000007

Bank Code Claims and Payroll Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	24	23	0.00	869,888.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	9,211.39
EFT's	0	0	0.00	0.00
	26	25	0.00	879,100.04

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
12699	USDA RD DCFO Loan Payment (EFT)	01/08/2025	Bank Draft	0.00	11,852.00	DFT0000008

Bank Code General Summary

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

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	24	23	0.00	869,888.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	21,063.39
EFT's	0	0	0.00	0.00
	27	26	0.00	890,952.04

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	1/2025	890,952.04
			890,952.04

Grand Total **\$890,952.04**

Accounts Payable Checks 100130-100152, DFT6-DFT8

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

1/10/2025



Request for Council Action

Agenda Bill No.:25-003

Meeting Date:	January 13, 2025
Subject:	Jackson/Juniper Water Main Replacement
Attachments:	Bid Summary, Recommendation of Award
Presented by:	Shaun Burgess, Interim Public Works Director
Approved for Agenda by:	Dan Ford, PE, City Manager

Discussion: The City of Toppenish was awarded ARPA Grant funds totaling \$700,000.00 from Yakima County for the replacement and installation of water main associated with the Jackson/Juniper Street Project.

Bids were opened on December 4, 2024, with the successful low bidder being from Accent Foundation & More, LLC., of Cle Elum, WA. in the amount of \$515,387.72.

After reviewing the bids, the City’s Engineering consultant and staff recommend that the Council accepts the bid award a construction contract to Assent Foundation & More, LLC. in the amount of \$515,387.72 for the replacement of the watermain associated with the Jackson/Juniper Street Project.

Fiscal Impact: None. The received bid was under the \$700,000.00 allowed through Yakima County ARPA Grant for project.

Recommendation: That the City Council authorize award to Assent Foundation & More, LLC in the amount of \$515,387.72 for the Jackson/Juniper Watermain Replacement Project.

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

December 6, 2024

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

Attn: Dan Ford, City Manager

Re: City of Toppenish
Jackson Street and Juniper Street Water System Improvements
HLA Project No.: 24071
Recommendation of Award

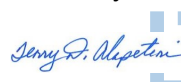
Dear Mr. Ford:

The bid opening for the above referenced project was held at the City Council Chambers at 11:00 a.m. on Wednesday, December 4, 2024. A total of seven (7) bids were received with the low bid of \$515,387.72, being offered by Ascent Foundation & More, LLC., of Cle Elum, WA. This low bid is approximately fourteen (14%) percent below the Engineer's Estimate of \$600,095.30.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Toppenish award a construction contract to Ascent Foundation & More, LLC., in the amount of \$515,387.72. Please send us a copy of the City 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
Terry Alapeteri
Date: 2024.12.06
09:56:07-08'00'

Terry D. Alapeteri, PE

TDA/jdb

Enclosures

Copy: Vince Glondo, Benji Martin, Heather Johnson, Ascent Foundation & More, LLC.
Taylor Denny, Angie Ringer, HLA

BID SUMMARY						BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Toppenish Project: Jackson Street and Juniper Street Water System Improvements HLA Project No.: 24071 Bid Opening Date: December 4, 2024						Ascent Foundation & More, LLC 106 N. Peoh Ave, Suite C Cle Elum, WA 98921		East Slope Earthworks LLC 317 West Third Street Cle Elum, WA 98922		KKLA Construction PO Box 1075 Ridgefield, WA 98642	
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT						
1	Minor Change	Est	FA	\$ 15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00	\$15,000.00
2	Mobilization	----	LS	\$ 40,000.00	\$ 40,000.00	35,000.00	35,000.00	34,830.00	34,830.00	50,000.00	50,000.00
3	Project Temporary Traffic Control	----	LS	\$ 45,000.00	\$ 45,000.00	6,000.00	6,000.00	11,656.00	11,656.00	20,000.00	20,000.00
4	Crushed Surfacing Top Course	450	TON	\$ 50.00	\$ 22,500.00	37.52	16,884.00	52.00	23,400.00	25.00	11,250.00
5	Shoring or Extra Excavation	2,260	LF	\$ 1.00	\$ 2,260.00	0.50	1,130.00	6.30	14,238.00	3.53	7,977.80
6	Select Backfill, as Directed	550	CY	\$ 60.00	\$ 33,000.00	71.00	39,050.00	98.75	54,312.50	41.50	22,825.00
7	PVC Pipe for Water Main 12 In. Diam.	1,850	LF	\$ 100.00	\$ 185,000.00	95.95	177,507.50	90.80	167,980.00	159.00	294,150.00
8	PVC Pipe for Water Main 10 In. Diam.	60	LF	\$ 95.00	\$ 5,700.00	110.00	6,600.00	230.00	13,800.00	150.00	9,000.00
9	PVC Pipe for Water Main 8 In. Diam.	150	LF	\$ 90.00	\$ 13,500.00	124.00	18,600.00	122.50	18,375.00	150.00	22,500.00
10	D.I. Pipe for Water Main 6 In. Diam.	200	LF	\$ 80.00	\$ 16,000.00	112.00	22,400.00	86.90	17,380.00	150.00	30,000.00
11	Butterfly Valve 12 In.	19	EA	\$ 4,000.00	\$ 76,000.00	3,100.00	58,900.00	4,393.50	83,476.50	2,300.00	43,700.00
12	Gate Valve 10 In.	1	EA	\$ 3,500.00	\$ 3,500.00	3,200.00	3,200.00	4,486.00	4,486.00	2,900.00	2,900.00
13	Gate Valve 8 In.	3	EA	\$ 3,000.00	\$ 9,000.00	2,200.00	6,600.00	3,910.50	11,731.50	1,900.00	5,700.00
14	Abandon Water Valve	16	EA	\$ 750.00	\$ 12,000.00	40.00	640.00	478.50	7,656.00	250.00	4,000.00
15	Hydrant Assembly	5	EA	\$ 10,000.00	\$ 50,000.00	7,600.00	38,000.00	7,431.00	37,155.00	6,500.00	32,500.00
16	Service Connection 2 In. Diam.	1	EA	\$ 2,500.00	\$ 2,500.00	5,700.00	5,700.00	6,743.00	6,743.00	4,400.00	4,400.00
17	Service Connection 1 In. Diam.	3	EA	\$ 2,000.00	\$ 6,000.00	3,200.00	9,600.00	1,957.50	5,872.50	2,000.00	6,000.00
18	Erosion/Water Pollution Control	Est	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Bid Subtotal					\$ 539,460.00		463,311.50		530,592.00		584,402.80
3.0% Tero Fee					\$ 16,183.80		13,899.35		15,917.76		17,532.08
Bid Subtotal Including Tero Fee					\$ 555,643.80		477,210.85		546,509.76		601,934.88
8.0% Sales Tax					\$ 44,451.50		38,176.87		43,720.78		48,154.79
BID TOTAL					\$ 600,095.30		515,387.72		590,230.54		650,089.67
ENGINEER'S REPORT						ADDITIONAL BID TOTALS					
Competitive bids were opened December 4, 2024. All bids have been reviewed by this office. We recommend the contract be awarded to: Ascent Foundation & More, LLC.  Project Engineer 12/06/24 Date  *Bid results can be found at: hlacivil.com						BIDDER		BID TOTAL			
						Excavation West, Inc		\$ 656,765.04			
						Premier Excavation Inc		\$ 665,351.30			
						ESF Development LLC		Reject			
						Tri-Valley Construction, Inc		Reject			
						*Highlighted amounts have been corrected.					



Request for Council Action

Agenda Bill No.: 25-004

Meeting Date:	January 13, 2025
Subject:	1st and S. Toppenish Intersection Improvements
Attachments:	Resolution 2025-04, Fuel Tax Grant Distribution Agreement
Presented by:	Shaun Burgess, Interim Public Works Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion: The City of Toppenish was notified of its selection and award to construct the West 1st Avenue and South Toppenish Avenue Intersection Improvements project.

This Project will emphasize Pedestrian Safety and enhance traffic movement within the Downtown Corridor. This project will be the beginning of our downtown revitalization.

The Transportation Improvement Board (TIB) is funding this project and requires the City to enter into a Fuel Tax Grant Distribution Agreement before funds can be reimbursed.

TIB award is \$ 1,529,554.00 with a required 10-percent match by the City of 169,951.00.

Total Project Cost: \$ 1,699,505.00

Fiscal Impact: Required 10-percent match equaling \$169,951.00. A check with the Finance Director and there are Capital funds available for this project.

Recommendation: Approve Resolution 2025-04, authorizing the City Manager to sign the Fuel Tax Grant Distribution Agreement.

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

RESOLUTION 2025-04

**A RESOLUTION APPROVING FUEL TAX GRANT DISTRIBUTION
AGREEMENT BETWEEN THE STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD AND THE CITY OF
TOPPENISH IN THE AMOUNT OF \$1,529,544 FOR THE DOWNTOWN
INTERSECTION IMPROVEMENTS**

WHEREAS the City of Toppenish made application to the State of Washington Transportation Improvement Board (TIB) for a grant of \$1,529,554 to help fund the Downtown Intersection Improvements of West First Avenue and South Toppenish Avenue, and

WHEREAS the Transportation Improvement Board has approved the application and has presented a grant agreement that details the terms and conditions that will govern the contract between the City and the TIB,

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

Section 1. Approval of Document: The Fuel Tax Grant Distribution Agreement between the State of Washington Transportation Improvement Board and the City of Toppenish, in the amount of \$1,529,554 is approved, and the City Manager is authorized and directed to execute said agreement on behalf of the City.

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

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

PASSED by the Toppenish City Council at its regular meeting held on January 13, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

City of Toppenish
C-E-178(004)-1
Downtown Intersection Improvements
Intersection Improvements

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Toppenish
AGREEMENT

THIS GRANT AGREEMENT (hereinafter “Agreement”) for the Downtown Intersection Improvements, Intersection Improvements (hereinafter “Project”) is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter “TIB”) and City of Toppenish, a political subdivision of the State of Washington (hereinafter “RECIPIENT”).

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$1,529,554, pursuant to terms contained in the RECIPIENT’S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT’s Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT’s submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT’S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



Request for Council Action

Agenda Bill No.: 25-005

Meeting Date:	January 13, 2025
Subject:	1st and S. Toppenish Avenue Intersection Improvements
Attachments:	Resolution 2025-05, Task Order No. 2025-01
Presented by:	Shaun Burgess, Interim Public Works Director
Approved for Agenda by:	Dan Ford, PE, City Manager

Discussion: The City of Toppenish has been awarded \$1,529,554 in Transportation Improvement Board (TIB) Funding to make Improvements of West 1st Avenue and South Toppenish Avenue intersection.

This project will be the beginning of our downtown revitalization.

The City would like to enter into a Task Order with our Civil Engineering Consultant, HLA Engineering and Land Surveying, Inc. for Engineering, construction documents, advertisement and bidding, and engineering services and project management during construction.

- Design Engineering \$164,515
- Construction Engineering and management \$215,135

Fiscal Impact: The City is required to match 10-percent of the awarded funding \$169,951. All other costs will be reimbursed through grant. A check with the Finance Director and there are capital funds available for this project.

Recommendation: Approve Resolution 2025-05, authorizing the City Manager to sign Task Order 2025-01 for the West 1st Avenue and South Toppenish Avenue and Intersection Improvements.

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

RESOLUTION 2025-05

**A RESOLUTION APPROVING THE TASK ORDER 2025-01 WITH HLA
ENGINEERING AND LAND SURVEYING, INC. FOR ENGINEERING
AND PROJECT MANAGEMENT**

WHEREAS the City of Toppenish in need of engineering, surveying, and construction management services for project, and

WHEREAS the City does not have sufficient staff to perform necessary engineering services, and

WHEREAS HLA Engineering and Land Surveying, Inc., is a professional engineering firm with the staff and expertise to provide professional engineering, surveying and construction project management services,

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

Section 1. Approval of Document: Task Order No. 2025-01 regarding the General Agreement between the City of Toppenish and HLA Engineering and Land Surveying, Inc. for professional engineering and surveying services for South Toppenish Avenue and West 1st Avenue Improvements and the City Manager is authorized and directed to execute said agreement on behalf of the City.

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

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

PASSED by the Toppenish City Council at its regular meeting held on January 13, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

*** TRANSMITTAL ***

Date: January 8, 2025

Project No.: 25041E

To: City of Toppenish
21 W. First Avenue
Toppenish, WA 98948

Attention: Daniel Ford, PE, City Manager

From: Stephanie J. Ray, PE

Re: City of Toppenish
Toppenish Avenue and 1st Avenue Improvements
Task Order No. 2025-01

We are sending you the attached following items:

Two (2) Original Task Order Agreements

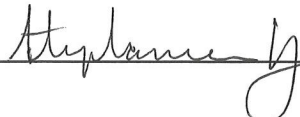
Comment:

Dan,

Attached for your review and consideration are two (2) signed original Task Order No. 2025-01 agreements for the Toppenish Avenue and 1st Avenue Improvements project. If acceptable, please sign and date the Agreements and return one (1) fully executed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Toppenish. If you have any questions or need additional information, please contact me at sray@hlacivil.com or (509) 966-7000.

Thank you.

Copy to: _____ Signed: 

TASK ORDER NO. 2025-01

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Toppenish Avenue and 1st Avenue Improvements
HLA Project No. 25041E

The City of Toppenish (CITY) has been awarded Transportation Improvement Board funding to make safety and mobility improvements to the Toppenish Avenue and 1st Avenue intersection. This project will replace the signal to include pedestrian pushbuttons and attenuation, camera-controlled traffic lights, curb extensions, and ADA compliant curb ramps. As part of the City's Six-Year Transportation Improvement Program, these improvements are connected to several planned projects to revitalize the downtown core area of the City.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Toppenish Avenue and 1st Avenue Improvements (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) for the improvements. Services will also include advertising and bidding, recommendation of contract award, and engineering services during construction.

HLA services shall include the following.

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Submit site plan and area of potential effect to Tribal Historic Preservation Officer for determination.
- 1.5 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.6 Prepare preliminary 30% plans and a cost estimate of improvements for review and approval by the CITY.
- 1.7 Notify private utilities of pending improvements.
- 1.8 Based on approved preliminary engineering plans, perform and present design to CITY at 60% and 90% completion for final coordination.
- 1.9 Perform quality control and assurance review of all final documents.

- 1.10 Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.
- 1.11 Prepare Engineer's construction cost estimate.
- 1.12 Submit final documents to TIB for review and bid authorization.
- 1.13 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 1.14 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 1.15 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.16 Answer and supply information as requested by prospective bidders.
- 1.17 Prepare and issue addenda to contract documents, if necessary.
- 1.18 Attend the bid opening, check and tabulate bids, and make recommendation of award to lowest responsive bidder.
- 1.19 Prepare a summary of the bids received and review the bidder's qualifications and responsiveness.
- 1.20 Submit bid tabulations to TIB and prepare Updated Cost Estimate (UCE).

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and bid bond.
- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 2.6 Furnish a resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Review Contractor's submission of samples and shop drawings.
- 2.8 Maintain submittal list for duration of PROJECT.
- 2.9 Prepare daily progress reports.
- 2.10 Prepare weekly statements of working days.
- 2.11 Consult and advise the CITY during construction.

- 2.12 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.
- 2.13 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 2.14 Perform measurement and computation of pay items.
- 2.15 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.16 Prepare proposed contract change orders and/or force account computations as required.
- 2.17 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.18 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 2.19 Assist the CITY with funding reimbursement information and supporting documentation, as requested.
- 2.20 Prepare and submit recommendation of PROJECT acceptance.
- 2.21 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.22 Notify CITY when retainage may be released.

3.0 Additional Services

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

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements for the PROJECT.
- 4.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval of all governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 4.5 Pay for advertising, notices, or other publications as may be required.
- 4.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

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

1.0 Design Engineering

Design plans, specifications, opinion of cost, and bidding services will be completed within one hundred ninety (190) working days following receipt of this signed Task Order.

2.0 Construction Engineering

- 2.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, project acceptance, and release of retainage.
- 2.2 A maximum of Sixty (60) working days has been assumed for the construction of improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the sixty (60) working days shall be considered additional services.

3.0 Additional Services

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

FEE FOR SERVICES:

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

1.0 Design Engineering

All work for design engineering services shall be performed for the lump sum fee of \$164,515.

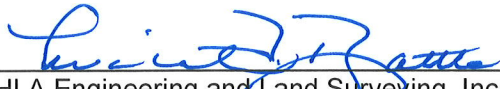
2.0 Construction Engineering

All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$215,135. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be billed as additional services until an amendment to this Task Order is executed.

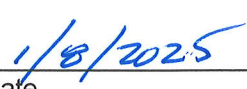
3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

Signatures are on the following page.

Proposed: 

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



Date

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

Date