CITY OF TOPPENISH

City Council Regular Meeting Agenda

November 10, 2025 at 7:00 PM

21 West 1st Avenue, Toppenish, WA 98948

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. With very few exceptions, 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 October 27, 2025, Regular Meeting.

b. Approve Minutes of the November 3, 2025, Study Session Meeting.

c. Approve Minutes of the November 6, 2025, Special Meeting.

d. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of $233,813.22 dated November 7, 2025.

e. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of $490,336.93 dated November 10, 2025.

5. Public Hearing

a. AB 25-112: Public Hearing for 2026 Revenues and Property Tax Levy. Receive Staff Presentation and Public Comments on Proposed 2026 Revenues and Property Tax Levy.

6. Old Business

a. AB 25-97: [Proposed] Resolution 2025-79, Property Tax Levy Increase Ballot Measure.

7. New Business

a. AB 25-112: [Proposed] Ordinance No. 2025-15, Property Tax 2026 Levy.

- **b.** AB 25-113: [Proposed] Resolution No. 2025-80, Designate the 2026 Official Newspaper.
- **c.** AB 25-114: [Proposed] Resolution No. 2025-81, Award Service Contract for the Three-Year Potable Water Reservoir Inspection Services.
- **d.** AB 25-115: [Proposed] Resolution No. 2025-82, Approving Purchase of Headworks Screen for the Wastewater Treatment Plant (WWTP).
- **e.** AB 25-116: [Proposed] Resolution No. 2025-83, Approving Amendment to Lease Agreement for Verizon Cell Facility.
- **f.** AB 25-117: [Proposed] Resolution No. 2025-84, Approving Acquisition of Real Property for Public Safety and/or Public Works use at No Cost.
- **g.** AB 25-118: [Proposed] Resolution No. 2025-85, Attachment A of the Inter Local Agreement (ILA) with Yakima County for Inmate Housing

8. Council Meeting Reports and Community Announcements

9. Adjournment

Next Council Meeting Will Be Held on November 24, 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
Study Session Minutes
November 3, 2025

CALL TO ORDER

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

ROLL CALL

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

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

Councilmember Prieto Duval arrived at 5:01 p.m.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Garza to approve the November 3, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENTS UPDATE

CM Ford updated Council on the public comments received in October 2025.

PUBLIC COMMENT

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

PRESENTATIONS

Residential On-Site Parking Maximums.

CED Hattori presented a proposed new code to establish minimum on-site parking maximums for residential properties. The proposal limits on-site parking to a maximum of four vehicles per lot, based on two residents. CED Hattori explained that additional vehicles could be allowed if more drivers at the property have valid driver's licenses and vehicle registrations matching the address. The Planning Commission reviewed the proposal on October 15, 2025, and recommended Council approval.

Accessory Dwelling Unit (ADU) Code Creation.

CED Hattori presented a proposed new code to establish provisions to allow accessory dwelling units (ADU) on residential lots with an existing single family dwelling unit. The intent of an ADU is to provide additional housing options within the community that has expansion constraints and limited housing stock. CED Hattori reported that there are a substantial number of illegal ADUs within the community.

Lead and Copper Piping Inventory.

CED Hattori presented the Lead and Copper Piping Inventory requirement, which directs public water system operators to develop and submit a service line inventory to the Washington State Department of Health in compliance with an EPA Administrative Order. All properties, except three, received a notice about the lead and copper piping service to begin the process of developing the City's inventory.

Investment Report.

FD Vaughn updated the Council on the City's investment earnings and recent long-term investment activity.

Utility Rates.

FD Vaughn presented the proposed 2026 utility rate options to the Council. Three options were provided for consideration in the 2026 budget.

2026 Budget.

FD Vaughn noted that the Council received the draft preliminary budget on October 31, 2025. He gave an overview of the document and outlined what to expect in upcoming budget discussions.

EXECUTIVE SESSION

At 6:22 p.m., Mayor Saavedra called for Council to go into Executive Session to discuss the potential purchase/sale of real property and litigation pursuant to RCW 42.30.110(1)(b). The approximate time for the Executive Session is 15 minutes with no action anticipated.

At 6:23 p.m., the Council started its Executive Session after all members of the public left the chambers.

At 6:38 p.m., Mayor Saavedra extended the Executive Session for an additional 10 minutes.

At 6:48 p.m., Mayor Saavedra reconvened the meeting back to order.

Councilmember Sanchez moved, seconded by Councilmember Garza to formally reject the swimming pool proposal by the Friends of the Pool, Community Safety Network, and Yakima Valley Farm Workers Clinic and focus instead on the current City budget constraints.

Councilmember Prieto Duval expressed her objection to the motion.

Motion passed. Councilmember Prieto Duval voted no.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:54 p.m.

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ELPIDIA SAAVEDRA, MAYOR

____
HEIDI RIOJAS, CMC, CITY CLERK

TOPPENISH CITY COUNCIL
Special Meeting Minutes
November 6, 2025

Mayor Pro Tem Belton called the meeting to order at 6:30 p.m.

ROLL CALL

Attendees:	Mayor Pro Tem Loren Belton and Councilmembers Naila Prieto Duval, Josh Garza, and Cristian Sanchez.
Absent:	Mayor Elpidia Saavedra and Councilmember George Garcia.
Staff:	City Manager Dan Ford, Public Safety Director Joseph Mehline, Community and Economic Development Director Andrew Hattori, Public Works Maintenance Technician David Gonzalez, and Communications Manager Sean Davido.

The City Council and staff gathered at the Toppenish Middle School Cafeteria for the 104th Toppenish Ranch Party to honor community members and celebrate accomplishments. During the event, City Manager Ford presented the 2025 City of Toppenish Employee of the Year Award to Public Works Maintenance Technician David Gonzalez.

Mayor Pro Tem Belton left the meeting at 7:15 p.m.

ADJOURNMENT

With no quorum present the meeting adjourned at 7:15 p.m.

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LOREN BELTON, MAYOR PRO TEM

____
HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 10/16-10/31, 2025

Description	Payment Type	Payment Number	Amount
ACH Payroll 10/16-10/31, 2025	Bank Draft	ACH Payroll	$121,409.58
Gudino, Rosendo	Regular	37999	$2,385.57
Benefits Only	Regular	38000-38004	$0.00
City of Toppenish - Longevity	Regular	38046	$375.00
Toppenish Police Officer Association	Regular	38047	$735.00
Treasurer IAFF #2328	Regular	38048	$326.00
United Way Of Yakima Co.	Regular	38049	$3.00
Department of Labor & Industries (EFT)	Bank Draft	DFT0000226	$25,699.58
WCIF - PD Dental & Vision (EFT)	Bank Draft	DFT0000227	$149.32
Employment Security Dept. - LTC (EFT)	Bank Draft	DFT0000228	$5,619.43
Employment Security Dept. - PFML (EFT)	Bank Draft	DFT0000229	$9,114.03
Aflac (EFT)	Bank Draft	DFT0000232	$39.69
Aflac (EFT)	Bank Draft	DFT0000233	$152.08
MissionSquare (EFT)	Bank Draft	DFT0000234	$4,911.44
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000235	$1,615.07
Dept of Retirement Systems (EFT)	Bank Draft	DFT0000236	$21,412.73
Internal Revenue Service (EFT)	Bank Draft	DFT0000237	$39,865.70
	Grand Total		**$233,813.22**

Payroll Checks

Payroll Checks 37999-38004, 38046-38049, Electronic Transfers DFT0000226-DFT0000229, and DFT0000232-DFT0000237.

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

November 7, 2025

Date

Check Report

City of Toppenish, WA

By Check Number

Date Range: 07/28/2025 - 11/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP - Payroll vendors-AP - Payroll vendors						
10648	Department of Licensing	07/28/2025	Regular	0	-18	NR37449
13153	Felix Almonte	10/13/2025	Regular	0	-651.32	NR37918
11087	HLA Engineering and Land Surveying, Inc.	10/27/2025	Regular	0	-131117.03	NR37958
13153	Felix Almonte	10/28/2025	Regular	0	651.32	37995
13158	Adan Martinez	10/30/2025	Regular	0	336.81	37996
11087	HLA Engineering and Land Surveying, Inc.	10/27/2025	Regular	0	54957.03	37997
13160	Selland Const Inc	10/27/2025	Regular	0	76160	37998
10067	Alba Enterprises	11/10/2025	Regular	0	160	38005
10099	Amazon Capital Services	11/10/2025	Regular	0	1656.16	38006
13104	CenturyLink - Lumen	11/10/2025	Regular	0	2457.85	38007
10445	Charter Communications	11/10/2025	Regular	0	882.52	38008
10456	Cintas Corporation #605	11/10/2025	Regular	0	550.48	38009
10468	City of Toppenish	11/10/2025	Regular	0	11854.83	38010
10475	City of Yakima	11/10/2025	Regular	0	46791.58	38011
13095	Clarity Point PLLC	11/10/2025	Regular	0	1500	38012
10487	Coastal Farm and Home Supply	11/10/2025	Regular	0	49.08	38013
10526	Connetix Engineering, Inc.	11/10/2025	Regular	0	3251.75	38014
10641	Dell Marketing L.P.	11/10/2025	Regular	0	932.74	38015
10648	Department of Licensing	11/10/2025	Regular	0	43	38016
10663	DeVries Business Records Management, Inc.	11/10/2025	Regular	0	32	38017
10795	Evergreen Rural Water of WA	11/10/2025	Regular	0	6048	38018
10829	Fidelity Title Co.	11/10/2025	Regular	0	375	38019
10955	GMP Consultants LLC	11/10/2025	Regular	0	1750	38020
10624	Gordon Thomas Honeywell Government Relati	11/10/2025	Regular	0	3000	38021
13161	Hamlet Solutions, LLC	11/10/2025	Regular	0	872.62	38022
11108	Howard's Tire Factory Inc	11/10/2025	Regular	0	510.89	38023
13109	Ideal Option PLLC	11/10/2025	Regular	0	60	38024
11157	Intermountain Cleaning Service, Inc.	11/10/2025	Regular	0	5155	38025
11271	Kazcade Engraving & Trophies	11/10/2025	Regular	0	41.04	38026
11336	Lab Test	11/10/2025	Regular	0	450	38027
11368	LEAF Capital Funding LLC	11/10/2025	Regular	0	2132.67	38028
11586	Moon Security Service, Inc.	11/10/2025	Regular	0	68.84	38029
11629	N-able Technologies LTD	11/10/2025	Regular	0	50.7	38030
11672	Northwest Code Professionals	11/10/2025	Regular	0	2500	38031
11710	ODP Business Solutions, LLC	11/10/2025	Regular	0	57.13	38032
11726	One Call Concepts, Inc.	11/10/2025	Regular	0	99.29	38033
11699	O'Reilly Auto Parts	11/10/2025	Regular	0	650.91	38034
Finance/All Other De	Pacific Power & Light Co.	11/10/2025	Regular	0	31651.5	38035
11839	Pitney Bowes Inc.	11/10/2025	Regular	0	430.24	38036
11904	Racom Corporation	11/10/2025	Regular	0	331.01	38037
11991	Ringolde	11/10/2025	Regular	0	670.57	38038
13160	Selland Const Inc	11/10/2025	Regular	0	91996.3	38039
12424	Solid Waste Division	11/10/2025	Regular	0	20956.33	38040
12500	Sunnyside Sun Media LLC	11/10/2025	Regular	0	103.5	38041
13141	Tri-Ply Construction, LLC	11/10/2025	Regular	0	200425.89	38042
12668	U.S. Bank Corporate Payment Systems	11/10/2025	Regular	0	8419.74	38043
12751	VESTIS	11/10/2025	Regular	0	52.3	38044
12886	Western State Design, Inc.	11/10/2025	Regular	0	984.79	38045
123	Washington State Department of Revenue	10/27/2025	Bank Draft	0	28159.87	DFT0000231

Bank Code AP Claims Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	45	0.00	582,111.41
Manual Checks	0	0	0.00	0
Voided Checks	3	3	0.00	-131,786.35

Bank Drafts	1	1	0.00	28,159.87
EFT's	0	0	0.00	0
	971	**575**	**0.00**	**478,484.93**

Check Report **Date Range: 07/28/2025 - 11/28/2025**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
12699	USDA RD DCFO Loan Payment (EFT)	11/08/2025	Bank Draft	0	11852	DFT0000230

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**

Check Report **Date Range: 07/28/2025 - 11/28/2025**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	45	0.00	582,111.41
Manual Checks	0	0	0.00	0
Voided Checks	3	3	0.00	-131,786.35
Bank Drafts	2	2	0.00	40,011.87
EFT's	0	0	0.00	0
			0.00	**490,336.93**

Accounts Payable Checks 37995-37998 and 37918 and 38005-38045, Bank Drafts DFT230-DFT231, and Voided Checks NR37499, NR37918 and NR37958.

I, 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 fullfillment of a contractual obligation, and that the claim is a just, due unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.

_______________________________________ November 07,2025

Adam Vaughn, Finance Director

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-112

Meeting Date: November 10, 2025

Subject: AB 25-112: Public Hearing for 2026 Revenues and Property Tax Levy. Receive Staff Presentation and Public Comments on Proposed 2026 Revenues and Property Tax Levy.

Attachments: 1. 2026 Revenues NPH - En-Sp

Presented By: Adam Vaughn, Finance Director

Approved for Agenda By: Dan Ford, City Manager

Discussion:

State statute requires that local governments hold a public hearing on estimated revenue sources for the coming year's budget, including consideration of increases in property tax revenues. This public hearing must be held prior to the Council voting on the annual property tax levy.

2026 projected revenue without fund balances is as follows:

2026 Projected Revenues	**All Funds**		**General Fund**	
310 - Taxes	6,322,095	38.36%	5,115,793	83.95%
320 - Licenses & Permits	146,680	0.89%	143,515	2.36%
330 - Intergovernmental	582,424	3.53%	291,593	4.79%
340 - Charges for Services	8,193,046	49.71%	84,485	1.39%
350 - Fines & Forfeitures	59,842	0.36%	59,842	0.98%
360 - Miscellaneous Revenues	455,306	2.76%	398,306	6.54%
380 - Non Revenues	78,549	0.48%	-	0.00%
390 - Other Financing	643,992	3.91%	-	0.00%
Total Revenues:	**16,481,933**	**100.00%**	**6,093,534**	**100.00%**

The City's largest funding source, Charges for Services (49.71%), comes from our Utility fund charges (Water, Sewer, Solid Waste). The second largest funding source is taxes (38.36%) which includes property tax, sales tax, and utility taxes. Property tax makes up about 14% of the City's General Fund budget and is consistently the most reliable source of revenue for the City. The City has only been able to increase property tax by 1% each year without a levy lid lift. While small, the increase over time is important to maintaining General Fund services.

The following table lists the overlapping property tax districts and their 2025 levies, showing a more accurate representation of the total property tax that a resident will pay at various house values.

Total Assessed Valuation: $581,250,237		Total Real Estate Tax: $930,827.15				
Tax Year 2025	Rate	$150,000	$175,000	$200,000	$225,000	$225,000
County Emergency Medical Service	0.24	36.00	42.00	48.00	54.00	60.00
City of Toppenish - Regular	**1.60**	**240.00**	**280.00**	**320.00**	**360.00**	**400.00**
County Flood Control	0.05	7.50	8.75	10.00	11.25	12.50
State School Levy Part 1	1.57	235.50	274.75	314.00	353.25	392.50
State School Levy Part 2	0.85	127.50	148.75	170.00	191.25	212.50
Yakima Valley Libraries	0.29	43.50	50.75	58.00	65.25	72.50
Toppenish School District #202	3.00	450.00	525.00	600.00	675.00	750.00
Yakima County	0.96	144.00	168.00	192.00	216.00	240.00
Total	**8.56**	$ **1,284.00**	$ **1,498.00**	$ **1,712.00**	$ **1,926.00**	$ **2,140.00**

To calculate the property tax for any house, divide the total house value by 1,000 and then multiply it by the property tax rate.
For example:
House Value = $323,000
Tax Rate = 8.56

$323,000/1,000 = 323
323 x 8.56 = **$2,764.88**

Fiscal Impact:

Recommendation:

Alternatives:

CITY OF
TOPPENISH

21 West 1st Avenue
Toppenish, WA 98948

CITY OF TOPPENISH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Toppenish will hold a public hearing at 7:00 p.m. on November 10, 2025, in the Council Chambers at City Hall. The purpose of the hearing is to review revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues.

The Council Chamber is handicap accessible. Additional arrangements to reasonably accommodate special needs will be made upon receiving twenty-four (24) hour advance notice. Contact the City Clerk at (509) 865-6754 for assistance.

CIUDAD DE TOPPENISH
AVISO DE AUDIENCIA PÚBLICA

POR MEDIO DE LO PRESENTE SE AVISA que el Concilio de la Ciudad de Toppenish llevará a cabo una audiencia pública el 10 de noviembre, 2025, a las 7:00 p.m. en las Salas del Concilio en el Ayuntamiento de la ciudad. El propósito de la audiencia es revisar las fuentes de ingresos para el presupuesto del próximo año, incluyendo la consideración del posible aumento en el ingreso por concepto del impuesto a la propiedad.

La sala del concilio de Toppenish es accesible para personas discapacitadas. Arreglos adicionales para el acomodo razonable de necesidades especiales se harán notificando con veinticuatro (24) horas de anticipación. Si tiene preguntas comuníquese con el Secretario de la Ciudad al (509) 865-6754.

Heidi Riojas

Heidi Riojas, CMC
City Clerk

PUBLISH:
Sunnyside Sun: October 22, 2025, and October 29, 2025

CITY HALL 509-865-2080 • ADMINISTRATION 509-865-6319 • PUBLIC WORKS 509-865-4500

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-97

Meeting Date:	November 10, 2025
Subject:	AB 25-97: [Proposed] Resolution 2025-79, Property Tax Levy Increase Ballot Measure.
Attachments:	1. Resolution No. 2025-79, Property Tax Levy Lid Lift 2. ballot measure cover sheet 3. explanatory-statement-submittal-form 4. for_against committee appointment form
Presented By:	Adam Vaughn, Finance Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

This item is related to the 2026 Budget and options that staff is asking the City Council to consider for the long-term sustainability of the City's operating budget. Currently, the City has an estimated operating deficit of about $750,000. This option would put a ballot measure on the February 2026 Special Election to consider a $1.00 per $1,000 of assessed value increase to property tax for the purpose of maintaining our current level of Fire Department Services.

State law limits annual property tax growth to 1% without voter approval, which is currently insufficient to keep pace with rising costs for Fire Department services.

Effect of approval: If approved, the City's tax levy rate would increase by $1.00 per $1,000 assessed value for collection in 2027, and further authorize a levy increase as permitted in RCW 84.55 for four years thereafter. Revenue from this measure would be used to fund the City's Fire Department costs.

Fiscal impact: A property owner with a home valued at $250,000 could expect to pay about $20.83 more per month in property taxes.

Fiscal Impact:

This would increase City Revenue by about $600,000 a year. Homeowners would expect to pay about $20.83 more per month in property tax. (For a house valued at $250,000)

Recommendation:

Approve Resolution 2025-79 providing for the submission of a proposition to the Voters of the City of Toppenish at the February 10, 2026, Special Election.

Alternatives:

RESOLUTION NO. 2025-79

A RESOLUTION OF THE CITY OF TOPPENISH CITY COUNCIL PROVIDING FOR THE SUBMISSION OF A PROPOSITION TO THE VOTERS OF THE CITY OF TOPPENISH AT THE FEBRUARY 10, 2026, SPECIAL ELECTION, AUTHORIZING THE CITY TO LIFT THE LEVY LIMIT ESTABLISHED IN RCW 84.55.010 TO PROVIDE FUNDS TO PAY FOR THE CITY FIRE DEPARTMENT SERVICE

WHEREAS, the City of Toppenish is facing significant budgetary constraints; and,

WHEREAS, RCW 84.55.010 imposes a limiting factor on the City's property tax levy at 1% tax growth each year; and,

WHEREAS, the City can no longer afford the cost of its Fire Department services through current funding sources; and,

WHEREAS, the City's Fire Department service provides a significant benefit to the community; and,

WHEREAS, RCW 84.55.050 authorizes the voters of a city to authorize an increase above the levy limitations established in RCW 84.55.010; and,

WHEREAS, through a levy lid lift the City can levy an additional property tax up to $1.00 per $1,000 assessed value.

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

<u>Section 1. Levy Lid Lift Ballot Placement</u>: That the Yakima County Auditor, as ex officio supervisor of elections in Yakima County, Washington, is hereby requested to submit to the qualified electors of the City of Toppenish, for their approval or rejection at the Special Election to be held on Tuesday, February 10, 2026, a proposition authorizing the city to lift the levy limit established in RCW 84.55.010 to provide funding to pay for the City's Fire Department.

<u>Section 2. Proposition:</u> That the City shall submit a proposition to the electorate of the City of Toppenish in the form substantially as follows:

CITY OF TOPPENISH
PROPOSITION 1

SINGLE-YEAR LID LIFT (5 YEARS) FOR FIRE DEPARTMENT SERVICES

This proposition would authorize a property tax levy lid lift for the City of Toppenish's general fund to maintain Fire Department services. The measure would increase the regular property tax levy for collection starting in 2027.

State law limits annual property tax growth to 1% without voter approval, which is currently insufficient to keep pace with rising costs for Fire Department services.

Effect of approval: If approved, the City's tax levy rate would increase by $1.00 per $1,000 assessed value for collection in 2027, and further authorize a levy increase as permitted in RCW 84.55 for four years thereafter. Revenue from this measure would be used to fund the City's Fire Department costs.

Fiscal impact: A property owner with a home valued at $250,000 could expect to pay about $20.83 more per month in property taxes.

Section 3. 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 4. 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 November 10, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

Yakima County Elections Division

ballot measure submission cover sheet

This form must accompany each resolution or ordinance submitted to:

Yakima County Elections
128 N 2nd St Room 117; Yakima WA 98901
PO Box 12570; Yakima WA 98909
509.574.1340
iVote@co.yakima.wa.us

district information

City of Toppenish
name of district

Adam Vaughn, Finance Director
district contact person and title

509-865-1632 — adam.vaughn@cityoftoppenish.us
phone — email

election information

February 10, 2026
election date

Single-Year Temporary (5 Years) Levy Lid Lift
type of measure (levy, bond, advisory vote, etc)

Simple Majority RCW 84.55
pass / fail requirements (simple majority, super majority, 60%, etc), along with the applicable statutory references

contact information for publication

This contact person from the district should be able to respond to questions from voters about the ballot measure. This contact information will be published on the elections division website.

Adam Vaughn, Finance Director
district contact person and title

509-865-1632 — adam.vaughn@cityoftoppenish.us
phone — email

elections office use only

received by initials, date stamp

Explanatory Statement Submittal Form

Purpose and content. The explanatory statement explains in plain language the purpose of the measure. It shall state the law as it currently exists and what the result of passing the ballot measure would be, along with any possible financial impact. It cannot advocate for or against the ballot measure.

Preparation of. The explanatory statement must be prepared by the attorney for the district that is submitting the ballot measure. Statements not written by the district attorney will be reviewed and approved by the County Prosecuting Attorney.

Word limit. Explanatory statements are limited to 150 words.

Deadline. Explanatory statements must be submitted no later than the deadline for submitting the resolution and ballot title. There are no extensions or exceptions.

district information

City of Toppenish, Single-year Lid Lift (5 years) for Fire Department Services

name of district and ballot measure

Daniel B. Heid	City Attorney	(509) 865-2080
name of person who prepared statement	title	phone

explanatory statement

This proposition would authorize a property tax levy lid lift for the City of Toppenish's general fund to maintain Fire Department services. The measure would increase the regular property tax levy for collection starting in 2027.

State law limits annual property tax growth to 1% without voter approval, which is currently insufficient to keep pace with rising costs for Fire Department services.

Effect of approval: If approved, the City's tax levy rate would increase by $1.00 per $1,000 assessed value for collection in 2027, and further authorize a levy increase as permitted in RCW 84.55 for four years thereafter. Revenue from this measure would be used to fund the City's Fire Department costs.

Fiscal impact: A property owner with a home valued at $250,000 could expect to pay about $20.83 more per month in property taxes.

PA approval ***if not prepared by district attorney***

PA printed name	signature	date

For / Against Committee Appointment Form

This form is to be completed by the jurisdiction submitting the ballot measure.

The deadline for submitting this form is the same as the deadline for submitting a resolution and ballot title.

district information

City of Toppenish, Single-year Lid Lift (5 years) for Fire Department Services
name of district and name of ballot measure

Adam Vaughn	Finance Director	509-865-1632
name of person completing this form	title	phone

☑ If the district is ***not*** appointing a "for" committee, check to confirm

☑ If the district is ***not*** appointing an "against" committee, check to confirm

committee member information

each individual listed has consented to serve on the respective committee as indicated

Committee "for" ballot measure	Committee "against" ballot measure
1 name – this person will be the Chair of the committee	1 name – this person will be the Chair of the committee
email – *required*	email – *required*
phone	phone
2 name	2 name
email	email
phone	phone
3 name	3 name
email	email
phone	phone

Each committee may include ***one*** of the following methods of contact information to publish in the Voters' Guide:

- a phone number ***or***
- an email address ***or***
- a website

.gov addresses are *not* allowed for email or web

"for" committee contact information

"against" committee contact information

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-112

Meeting Date: November 10, 2025

Subject: AB 25-112: [Proposed] Ordinance No. 2025-15, Property Tax 2026 Levy.

Attachments: 1. Ordinance No. 2025-15, 2026 Ad Valorem

Presented By: Adam Vaughn, Finance Director

Approved for Agenda By: Dan Ford, City Manager

Discussion:

State statute requires that local governments hold a public hearing on estimated revenue sources for the coming year's budget, including consideration of increases in property tax revenues. This public hearing must be held prior to the Council voting on the annual property tax levy.

2026 projected revenue without fund balances is as follows:

2026 Projected Revenues	**All Funds**		**General Fund**	
310 - Taxes	6,322,095	38.36%	5,115,793	83.95%
320 - Licenses & Permits	146,680	0.89%	143,515	2.36%
330 - Intergovernmental	582,424	3.53%	291,593	4.79%
340 - Charges for Services	8,193,046	49.71%	84,485	1.39%
350 - Fines & Forfeitures	59,842	0.36%	59,842	0.98%
360 - Miscellaneous Revenues	455,306	2.76%	398,306	6.54%
380 - Non Revenues	78,549	0.48%	-	0.00%
390 - Other Financing	643,992	3.91%	-	0.00%
Total Revenues:	**16,481,933**	**100.00%**	**6,093,534**	**100.00%**

The City's largest funding source, Charges for Services (49.71%), comes from our Utility fund charges (Water, Sewer, Solid Waste). The second largest funding source is taxes (38.36%) which includes property tax, sales tax, and utility taxes. Property tax makes up about 14% of the City's General Fund budget and is consistently the most reliable source of revenue for the City. The City has only been able to increase property tax by 1% each year without a levy lid lift. While small, the increase over time is important to maintaining General Fund services.

The following table lists the overlapping property tax districts and their 2025 levies, showing a more accurate representation of the total property tax that a resident will pay at various house values.

Total Assessed Valuation: $581,250,237 Total Real Estate Tax: $930,827.15

Tax Year 2025	Rate	$150,000	$175,000	$200,000	$225,000	$225,000
County Emergency Medical Service	0.24	36.00	42.00	48.00	54.00	60.00
City of Toppenish - Regular	**1.60**	**240.00**	**280.00**	**320.00**	**360.00**	**400.00**
County Flood Control	0.05	7.50	8.75	10.00	11.25	12.50
State School Levy Part 1	1.57	235.50	274.75	314.00	353.25	392.50
State School Levy Part 2	0.85	127.50	148.75	170.00	191.25	212.50
Yakima Valley Libraries	0.29	43.50	50.75	58.00	65.25	72.50
Toppenish School District #202	3.00	450.00	525.00	600.00	675.00	750.00
Yakima County	0.96	144.00	168.00	192.00	216.00	240.00
Total	**8.56**	**$ 1,284.00**	**$ 1,498.00**	**$ 1,712.00**	**$ 1,926.00**	**$ 2,140.00**

To calculate the property tax for any house, divide the total house value by 1,000 and then multiply it by the property tax rate.
For example:
House Value = $323,000
Tax Rate = 8.56

$323,000/1,000 = 323
323 x 8.56 = **$2,764.88**

Fiscal Impact:

Recommendation:
Approve Ordinance 2025-15, setting the 2026 Property Tax Levy

Alternatives:

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, DETERMINING AND FIXING THE AMOUNT OF MONEYS TO BE RAISED BY AD VALOREM TAXES TO FINANCE THE MUNICIPAL OPERATIONS FOR THE CITY OF TOPPENISH, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

WHEREAS, the City Council has held a public hearing on November 10, 2025, to consider the City of Toppenish's current (general) expense budget for the 2026 calendar year, pursuant to RCW 84.55.120; and,

WHEREAS, the City Council, after the public hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Toppenish requires an increase in property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property, any annexations, and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City of Toppenish; and,

WHEREAS, the City Council is authorized by RCW 84.69.180, to recover the portion of the City's levy which was reduced within the preceding twelve months due to tax record adjustments such as senior exemptions, DOR exemptions, government exemptions and others; and,

WHEREAS, the City Council has determined that it is in the best interest of and necessary to meet the expenses and obligations of the City of Toppenish for the property tax revenue to be increased in the next calendar year.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. That an increase in the regular property tax levy of an estimated $9,308.27 or a 1% increase from the 2025 levy amount, plus any amount resulting from the addition of new construction improvements to property, any annexations, and any increase in the value of state-assessed property, is hereby authorized by the City Council of the City of Toppenish for the 2026 tax levy estimated at $935,385.95.

Said amount above shall be apportioned to and payable into the various funds for the purpose established in the budget for the City of Toppenish to be hereafter adopted.

Section 2. The Budget and Finance Director is hereby instructed to forthwith certify the amount of said Ad Valorem Taxes hereby determined, fixed, and levied to the Board of Yakima County Commissioners as required by RCW 84.52.020.

Section 3. This Ordinance shall be effective five days after passage, approval and publication as required by law.

PASSED by the City Council at its regular meeting held on November 10, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-113

Meeting Date:	November 10, 2025
Subject:	AB 25-113: [Proposed] Resolution No. 2025-80, Designate the 2026 Official Newspaper.
Attachments:	1. AB 25-113 Official Newspaper 2026 Res 2. AB 25-113 Official Newspaper 2026 Bid Summary 3. 2026 Official Newspaper Bid and Contract
Presented By:	Heidi Riojas, City Clerk
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The Revised Code of Washington (RCW 35A.21.230) requires each Code City to designate an official newspaper by resolution. The newspaper must have general circulation in the city and meet the qualifications in Chapter 65.16 RCW.

For the 2026 Official Newspaper, the City received one bid by the November 5, 2025, deadline, as shown in the attached Bid Summary.

Staff recommends designating the *Sunnyside Sun* as the Official Newspaper for the period of January 1, 2026, through December 31, 2026.

Fiscal Impact:

Budgeted item.

Recommendation:

Approve Resolution 2025-80 designating the *Sunnyside Sun* as the Official Newspaper for 2026 and authorizing the City Manager to sign the bid and contract for the Official Newspaper for the City of Toppenish.

Alternatives:

RESOLUTION NO. 2025-80

A RESOLUTION DESIGNATING THE 2026 OFFICIAL NEWSPAPER

WHEREAS, in response to a request by the City for bids, the *Sunnyside Sun* submitted the lowest bid for publication of official notices which the City is required to publish during the period from January 1, 2026 through December 31, 2026; and,

WHEREAS, the *Sunnyside Sun* is a newspaper of general circulation in the City and has the qualifications prescribed by RCW 65.16, as amended.

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

The *Sunnyside Sun* is designated to be the official newspaper for the City of Toppenish for publication of all official notices, which the City is required to publish during the period from January 1, 2026 through December 31, 2026, and the City Manager is authorized to sign the Bid and Contract for Official Newspaper 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 November 10, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

CITY OF TOPPENISH
21 West 1st Avenue
Toppenish, WA 98948

OFFICIAL NEWSPAPER
BID SUMMARY
NOVEMBER 5, 2025

4:30 P.M.

Initial bid summary is as follows:

Name

1. Sunnyside Sun

General Circulation	650
Rate for legal notices per column inch	$10.00 pci
Classifieds/transient, per column inch	$10.00 pci
Local Display advertising per column inch	$11.50 pci
Preprint insertions	$150.00 per run

CITY HALL 509-865-2080 • ADMINISTRATION 509-865-6319 • PUBLIC WORKS 509-865-4500

2026 Official Newspaper Bid

Sunnyside Sun
P.O. Box 878
600 S. Sixth St.
Sunnyside WA 98944

RECEIVED
OCT 22 2025
By

City of Toppenish
Attn: City Clerk - Official Newspaper Bid
21 West 1st Avenue
Toppenish, WA 98948

Contact:	Job Wise, Co-Owner
Phone:	509-837-4500
FAX:	509-837-6397
Email:	jwise@sunnysidesun.com

Sunnyside Sun is published each Wednesday, each week of the year.

General Circulation:	650
Legal notices:	$10 pci (per column inch)*
Classified/transient:	$10 pci
Local Display advertising:	$11.50 pci
Preprint insertions:	$150 per run

Legal notices, along with all advertising services, are not taxable within the State of Washington. Legal notices, classifieds and display advertising deadline is 10 a.m. Monday prior publication. (NOTE: It is common for staff to include late-arriving or after-deadline notices. Prior notice is appreciated.)

The Sunnyside Sun, long recognized as the local community newspaper for Sunnyside residents, continues to be the largest paper of circulation for not only Sunnyside but our surrounding communities. Legal notices are offered to the reading public in numerous ways, including the weekly print edition, our e-edition and through a statewide network administrated by the Washington Newspaper Publishers Association.

The majority of Washington communities utilize weekly newspapers as their source for publishing legal/public notices, often because of price but also of the knowledge that the local newspaper is often their best method of reaching their core audience. We attest to comply with all bid requirements.

*This rate is lower than our regular Legal Advertising rate of $12 per column inch. We strive to keep your costs low even as our print costs rise.

Job Wise, Co-Owner

10/22/2025
Date

CITY OF
TOPPENISH
21 West 1st Avenue
Toppenish, WA 98948

CITY OF TOPPENISH
REQUEST FOR SEALED BID

For

2026 OFFICIAL NEWSPAPER

21 WEST 1ST AVENUE
TOPPENISH, WA 98948

BID SPECIFICATIONS, INSTRUCTION TO BIDDERS,
BID FORM AND CONTRACT

CITY OF
TOPPENISH

21 West 1st Avenue
Toppenish, WA 98948

SPECIFICATIONS FOR SEALED BIDS FOR 2026 OFFICIAL NEWSPAPER

Scope of the Request

The City of Toppenish is soliciting sealed bids from qualified legal newspapers to provide service as the City's Official Newspaper for any and all types of publishing that the City may wish to publish during the term from January 1, 2026 until December 31, 2026. These specifications are prepared for qualified bidders.

Bid Requirements

1. Must meet minimum qualifications defined by RCW 65.16.020;
2. Must be an approved legal newspaper for Yakima County, published at least once a week;
3. Must have a general circulation in and around the City of Toppenish;
4. Must conduct circulation audits of free and paid print publications;
5. For the purposes of publication verification, the City must be provided a subscription to the newspaper printed by the successful bidder at no cost to the City;
6. Must provide an Affidavit of Publication to the City, within 14 days of publication, setting forth the text and the date of publication at no cost to the City;
7. The City will not pay for any ad that is improperly run. The successful bidder will re-run an improperly ad at its expense; and
8. The successful bidder shall furnish a copy of its City of Toppenish business license, and all subsequent renewals.
9. The successful bidder shall furnish an itemized statement of the City's account monthly, listing the invoice number, item(s) published, and the total amount of each invoice.

Fee Proposal

Bids must be submitted on the form provided and must show the amount bid per column inch and the rate charged for each type of publication and shall not exceed the national advertising rate extended by the newspaper to all general advertisers and advertising agencies in its published rate card.

Submittal Requirements

Each newspaper shall submit a cover letter setting forth its qualifications as a legal newspaper in the State of Washington, the area of general circulation, number of daily or weekly paid subscribers, number of daily or weekly newsstand patrons, and non-paid daily or weekly distributing using the averages sales distribution for the month of July 2025, and the ability to provide the services requested herein and the fees associated with publication.

CITY HALL 509-865-2080 • ADMINISTRATION 509-865-6319 • PUBLIC WORKS 509-865-4500

Sealed

Bids may be sent by mail or in person. However, if the bid is sent by mail, it is the responsibility of the bidder to ensure timely delivery by the deadline. All responses to this request will be received by the City Clerk's office by **4:30 p.m. on Wednesday, November 5, 2025**, to the following address:

City of Toppenish
Attn: City Clerk-Newspaper Bid
21 West 1st Avenue
Toppenish, WA 98948

Evaluation

The City of Toppenish shall evaluate qualified proposals based upon the criteria set forth herein and in State law including consideration of such other matters as are deemed appropriate. The City of Toppenish reserves the right to reject any or all proposals in its sole discretion.

CITY OF
TOPPENISH

21 West 1st Avenue
Toppenish, WA 98948

INSTRUCTIONS TO BIDDERS
2026 OFFICIAL NEWSPAPER

Submission and Deadline for Bids:
Sealed bids must be addressed or delivered by **4:30 p.m., Wednesday, November 5, 2025**, to:

City of Toppenish
Attn: City Clerk-Newspaper Bid
21 West 1st Avenue
Toppenish, WA 98948

Acceptability of Bids:
Bids must be submitted on the attached City of Toppenish bid and contract form and placed in a sealed envelope. The words "**2026 Official Newspaper Bid**" must be clearly marked on the front of the envelope.

The bid form must contain the bidder's business address and must be signed by a duly authorized official.

The bidder is fully responsible for obtaining all information for the preparation of this bid.

Bids that are unsigned, incomplete, illegible, unbalanced, obscure or with any other irregularities may be rejected. The City of Toppenish reserves the right to accept or reject any or all bids, and to waive minor irregularities and informalities in the bidding process, at the City's discretion.

The bid shall be valid for thirty (30) calendar days following the bid opening date.

The successful bidder will enter into a contract once the Toppenish City Council awards the bid to provide service for all legal publications and all other publication and advertising services for the City of Toppenish beginning January 1, 2026 through December 31, 2026. State law requires bidding for the Official Newspaper of the City of Toppenish on an annual basis.

The City of Toppenish is an Equal Opportunity Employer.

Further Information Contact:
City of Toppenish
Attn: City Clerk-Newspaper Bid
21 West 1st Avenue
Toppenish, WA 98948
CityClerk@cityoftoppenish.us
(509) 865-2080

CITY OF
TOPPENISH

21 West 1st Avenue
Toppenish, WA 98948

BID AND CONTRACT
FOR 2026 OFFICIAL NEWSPAPER

The City of Toppenish, upon award, will sign the document and return one copy to the successful bidder; that will become the contract between the City and the Newspaper. All documents referenced herein become part of the contract by its reference.

The bidder understands that the bid includes:

1. For the purposes of publication verification, a subscription to the newspaper printed by the successful bidder at no cost to the City.
2. Affidavit of publication, within 14 days of publication, for each item published at no cost to the City.
3. The City will not pay for any ad which is improperly run. The successful bidder will re-run an improperly run ad at its expense.
4. The successful bidder shall furnish a copy of its current City of Toppenish business license, and all subsequent renewals.
5. The successful bidder shall furnish an itemized statement of the City's account monthly, listing the invoice number, item(s) published, and the total amount of each invoice.
6. Bidder must fill in all spaces. Bids must be submitted on this form:

   Number of days per week newspaper is published: one days per week.

   Services and Rates

   Describe rate(s) to be charged to the City of Toppenish for all publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

Type of Publication	Rate (per column inch)
Legal Notices	$10 pci
Classified Advertising	$10 pci
Local Display Advertising	$11.50 pci

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

7. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

   N/A

8. If the City of Toppenish desires publication of an item on a particular date, how much lead time is required by the bidder?

   Deadlines are Monday by 10 a.m. for that Wednesday's publication.

9. Please describe the services to be provided by bidder to the City of Toppenish, together with any other information which bidder feels makes its newspaper the best choice for the "**2026 Official Newspaper**" of the City of Toppenish:

   The Sunnyside Sun is the largest paper of circulation for the Lower Yakima Valley. Legal notices are offered to the public in numerous ways: weekly print edition, e-edition and through an statewide online network.

10. Term: Bid shall be for the period from January 1, 2026 through December 31, 2026.

11. The City of Toppenish reserves the right to reject any or all proposals in its sole discretion.

The undersigned states that he or she is authorized to submit a bid on behalf of the corporation, partnership, or sole proprietorship listed below and further states that the corporation, partnership, or sole proprietorship is bound by the above offer.

Legal Newspaper: **Sunnyside Sun**
Print/Type Name of Newspaper

Signature	Title	Date
	Co-Owner	**10/22/2025**

Job D. Wise
Print/Type Signature Name

P.O. Box 878 ~or~ 600 S. Sixth St., Sunnyside, WA 98944
Business Mailing Address

Phone Number	Fax Number	Email
509-837-4500	**509-837-6397**	**legals@sunnysidesun.com**

The following is to be completed if the Toppenish City Council approves the Resolution to award the above bid and authorizes the City Manager to sign the contract on behalf of the City.

Dan Ford, City Manager

Attest:

Dated:________________________

Heidi Riojas, CMC, City Clerk

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-114

Meeting Date: November 10, 2025

Subject: AB 25-114: [Proposed] Resolution No. 2025-81, Award Service Contract for the Three-Year Potable Water Reservoir Inspection Services.

Attachments:
1. Resolution No. 2025-81, Reservoir Insp 2 n 3 - PW Contract Award Inland Potable Srv
2. CTR-#2-#3 Reservoir Inspection - w Exhibits

Presented By: Dan Musgrave, Public Works Supervisor

Approved for Agenda By: Dan Ford, City Manager

Discussion:

On July 28, 2025, the City Council authorized issuance of a Request for Bids (RFB) for reservoir inspection services at Well No. 2 and Well No. 3. The solicitation was conducted using Washington State's Statewide Small Works Roster (SWR) in accordance with RCW 39.04.151, which allows the City to select from prequalified contractors without advertising a formal bid notice.

A total of three bids were received, as summarized below:

Contractor	Well #2	Well #3	TOTAL BID
ENGINEER'S ESTIMATE	$15,000.00	$15,000.00	$30,000.00
Inland Potable Services	**$2,525.00**	**$2,525.00**	**$5,050.00**
Associated Underwater Services, Inc.	$7,360.46	$7,360.46	$14,720.92
Ballard Marine Construction	$15,000.00	$15,000.00	$30,000.00

Under RCW 39.04.010, the City is required to award a public works contract to the lowest responsive and responsible bidder. Inland Potable Services submitted the lowest bid, which is $24,950.00 below the Engineer's Estimate.

A responsibility and responsiveness review was completed, which included bid review for responsiveness, verification of contractor responsibility consistent with RCW 39.04.350, and a Labor & Industries (L&I) background check. Inland Potable Services met all requirements, and no disqualifying issues were identified.

Due to the bid being significantly lower than the estimate (approximately 17% of the estimated amount), staff contacted Inland Potable Services to confirm they could complete the work as proposed. The contractor confirmed they plan to complete the inspections in one day, provided a sample report, and confirmed their understanding

and compliance with all RFB requirements.
Staff is also proposing a $6,000 contingency to address potential minor lining repairs that may be identified during the inspections and can be completed immediately by the same contractor if necessary.

Fiscal Impact:

The base contract cost for inspection services at both reservoirs is $5,050, inclusive of all labor, equipment, and reporting. Staff recommends establishing a contingency of $6,000 to cover potential minor lining repair services that may be identified during inspection. All costs will be funded through the Water Utility Maintenance Budget.

Recommendation:

Approve Resolution 2025-81, Authorizing the City Manager to Award the Small Works Roster public works contract for reservoir inspection services for Well No. 2 and Well No. 3 to Inland Potable Services in the amount of $5,050.00 and authorize a contingency of up to $6,000.00 for minor lining repairs as needed.

Alternatives:

Approve the base contract amount only and require separate Council action for any repairs.

RESOLUTION NO. 2025-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AWARDING SMALL WORKS ROSTER PUBLIC WORKS CONTRACT TO INLAND POTABLE SERVICES FOR RESERVOIR INSPECTION SERVICES AT WELL NO. 2 AND WELL NO. 3, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on July 28, 2025, the City Council authorized the issuance of a Request for Bids (RFB) for potable water reservoir inspection services at Well No. 2 and Well No. 3; and,

WHEREAS, the solicitation was conducted using Washington State's Statewide Small Works Roster in accordance with RCW 39.04.151, which authorizes the City to solicit bids from qualified contractors without formal advertisement; and,

WHEREAS, three bids were received, and Inland Potable Services submitted the lowest responsive and responsible bid in the amount of $5,050.00; and,

WHEREAS, pursuant to RCW 39.04.010 and RCW 39.04.350, a responsibility and responsiveness review was conducted, including Washington State Department of Labor and Industries verification, and Inland Potable Services was determined to meet all requirements; and,

WHEREAS, City staff recommends awarding the Small Works Roster public works contract to Inland Potable Services in the amount of $5,050.00 and authorizing a contingency of up to $6,000.00 for potential minor lining repairs that may be identified during inspection.

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

Section 1. Award and Authorization to Execute: The Small Works Roster Public Works Contract for potable water reservoir inspection services for Well No. 2 and Well No. 3 is hereby awarded to Inland Potable Services in the amount of $5,050.00. A contingency amount not to exceed $6,000.00 is authorized for minor lining repair services as determined necessary by City staff. The City Manager is authorized and directed to execute the Small Works Roster Public Works Contract, together with any necessary change orders within the approved contingency, 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 November 10, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

CITY OF TOPPENISH

SMALL WORKS ROSTER PUBLIC WORKS CONTRACT

Reservoir Inspection Services – Well #2 and Well #3 Reservoir

This Public Works Contract ("Contract") is entered into on this ___ day of _________, 2025, by and between the **City of Toppenish**, a Washington municipal corporation ("City"), and **Inland Potable Services Inc,** a Colorado corporation ("Contractor"). This Contract is issued pursuant to the City's authorized use of the Small Works Roster in accordance with RCW 39.04.155.

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment, permits, and supervision to perform wet inspections of the City's two potable water reservoirs, Well #2 and Well #3, as described in Exhibit A – Request for Bids (RFB). The inspections must comply with Washington State Department of Health (DOH) and U.S. Environmental Protection Agency (EPA) standards. The work includes:

1. Perform detailed wet inspections of each reservoir (base bid), with the tanks in service.
2. Contractor must use diver or ROV methods suitable for potable water systems.
3. Provide clear, high-resolution interior video and photographic documentation.
4. Identify visible defects, **interior coating/lining conditions, corrosion, and any obvious physical issues** (e.g., loose components, excessive rust, missing parts, or visible damage). The Contractor shall only document these conditions **and is not required to perform structural calculations or provide a certified structural engineering assessment**. Any conditions observed that may impact the structural integrity of the reservoirs shall be noted and referred to the City for follow-up by a licensed engineer.
5. Provide a comprehensive inspection report per WA DOH and EPA standards.
6. All bids shall include labor, materials, equipment, permitting, mobilization, taxes, insurance, and fees.
7. Any required permits for confined space entry or environmental compliance shall be the responsibility of the contractor.

2. Contract Price

The City shall pay the Contractor a not-to-exceed amount of **$5,050.00**, including all applicable taxes. Payment shall be made upon satisfactory completion and acceptance of all work and receipt of a proper invoice.

3. Time of Performance

Work shall be completed no later than **January 28, 2026**, unless extended in writing by the City. Inspection reports for each reservoir shall be submitted to the City within 30 calendar days of the date of inspection.

4. Prevailing Wages

The Contractor shall comply with RCW 39.12 regarding prevailing wages. The Contractor shall submit a Statement of Intent to Pay Prevailing Wages and, after completion of the work, an Affidavit of Wages Paid to the Washington State Department of Labor & Industries.

5. Licensing and Compliance

The Contractor shall hold all licenses and certifications required by law for the type of work performed and shall comply with all applicable laws and regulations, including those of the DOH, OSHA, and WISHA.

6. Insurance Requirements

The Contractor shall procure and maintain, at its own expense, insurance policies as follows. Certificates of insurance and required endorsements must be submitted to the City before starting work:

- **Commercial General Liability**: $2,000,000 per occurrence and $2,000,000 aggregate.
- **Automobile Liability**: $1,000,000 per accident.
- **Workers' Compensation**: As required by Washington law.
- **Additional Insured**: The City shall be named as additional insured on General and Auto policies (ISO Form CG 20 10 or equivalent).
- **Notice of Cancellation**: All policies shall provide 30 days' notice prior to cancellation.

All insurance policies shall be issued by companies authorized to do business in the State of Washington and have an AM Best rating of A- or better.

7. Indemnification

To the maximum extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims arising out of or relating to the Contractor's performance under this Contract, except for injuries and damages caused by the sole negligence of the City.

8. Performance and Payment Bond

[ ] Required (if project exceeds $35,000)
[X] **Waived** under RCW 39.08.010(3) – In lieu of the bond, the City shall retain 50% of the contract amount for 30 days after final acceptance. (Check appropriate box based on contract amount)

The City, at its sole discretion, shall determine whether a performance and payment bond is required based on the awarded contract amount.

9. Termination

The City may terminate this Contract for convenience with written notice. Contractor will be paid for actual work performed up to the date of termination.

10. Changes in Work

The City may make changes to the scope of work. Any increase or decrease in the contract price or time shall be agreed upon in writing and agreed upon by both parties.

11. Dispute Resolution

- Disputes shall first be addressed through informal discussion. If not resolved, the parties agree to engage in non-binding mediation before filing litigation in Yakima County Superior Court under Washington law.

12. Entire Agreement

This Contract and the attached Exhibits represent the entire agreement between the City and Contractor. No verbal agreements or conversations shall affect or modify the terms of this agreement.

IN WITNESS WHEREOF, the parties have executed this Contract:

CITY OF TOPPENISH
By: ____________________________
Name: _________________________
Title: __________________________
Date: __________________________

CONTRACTOR
By: Amanda Lantz
Name: Amanda Lantz
Title: Regional Sales Manager
Date: October 20, 2025
UBI #: 602-835-672
Contractor License #: 941676

Exhibits:

- Exhibit A – Request for Bids (RFB)
- Exhibit B – Prevailing Wage Rates
- Exhibit C – Certificate of Insurance & Endorsements
- Exhibit D – Performance and Payment Bond (if applicable)

Exhibit A – Request for Bids (RFB)

REQUEST FOR BIDS (RFB)

CITY OF TOPPENISH

Revised - 27 August 2025

- **Removed Professional Insurance requirements**
- **Clarified that this is a "Non-Structural" inspection service**
- **Updated bid dates**

Non-Structural Reservoir Inspection Services – Well #2 and Well #3 Reservoirs

I. INTRODUCTION

The City of Toppenish is soliciting sealed bids from qualified contractors to **perform non-structural (coating/lining) inspections** of two potable water storage reservoirs. The work must comply with Washington State Department of Health (DOH) and U.S. Environmental Protection Agency (EPA) requirements for inspection of public drinking water systems.

The City also reserves the right to reject any and all bids, for any reason deemed in the best interest of the City, with or without cause, and to waive minor informalities or irregularities in any bid. Reasons for rejecting all bids may include, but are not limited to:

- All bids exceed the City's available budget or cost estimates;
- All bids are deemed nonresponsive or non-responsible;
- The City determines that the scope of work should be revised;
- The City elects to cancel or delay the project in the public interest;
- The City determines that rejection is necessary to comply with applicable laws or regulations.

In such cases, the City may choose to rebid the project, revise the scope, or pursue alternative procurement methods allowed under Washington law.

II. PROJECT DESCRIPTION

The contractor shall perform inspections while the reservoirs remain in service. No draining or shutdowns are planned.

The reservoirs to be inspected are:

Well #2 Reservoir

- Type: Riveted steel tank
- Capacity: 300,000 gallons
- Dimensions: 40 feet deep, 52-foot diameter
- Year Constructed: 1962

- Access: Exterior ladder with safety cage to top hatch

Well #3 Reservoir

- Type: Welded steel tank
- Capacity: 500,000 gallons
- Dimensions: 39 feet deep, 60-foot diameter
- Year Constructed: 1953
- Access: Exterior ladder with safety cage to top hatch

III. SCOPE OF WORK

1. Perform detailed wet inspections of each reservoir (base bid), with the tanks in service.
2. Contractor must use diver or ROV methods suitable for potable water systems.
3. Provide clear, high-resolution interior video and photographic documentation.
4. Identify visible defects, **interior coating/lining conditions, corrosion, and any obvious physical issues** (e.g., loose components, excessive rust, missing parts, or visible damage). The Contractor shall only document these conditions **and is not required to perform structural calculations or provide a certified structural engineering assessment**. Any conditions observed that may impact the structural integrity of the reservoirs shall be noted and referred to the City for follow-up by a licensed engineer.
5. Provide a comprehensive inspection report per WA DOH and EPA standards.
6. All bids shall include labor, materials, equipment, permitting, mobilization, taxes, insurance, and fees.
7. Any required permits for confined space entry or environmental compliance shall be the responsibility of the contractor.

IV. DELIVERABLES

Contractor shall submit the following for each reservoir:

- Inspection report with findings, condition assessments, repair/maintenance recommendations limited to coating/lining condition (e.g., recoating, touch-up, or cleaning needs). Recommendations regarding structural elements are not required.
- Interior and exterior photographic and video documentation
- Compliance summary referencing applicable DOH and EPA standards
- Digital copies (PDF + thumb drive) and one hard copy of each reservoir report
- Optional virtual staff presentation, up to 1 hour total upon request

Reports must be submitted within 30 calendar days of inspection unless extended by the City in writing.

V. BID SUBMISSION INSTRUCTIONS

Deadline Date: **September 18, 2025 – 4:00 PM PST**

- **Submit To**: Mick Monken, m_monken@msn.com
- Only digital bids (PDF format preferred) will be accepted as attachments and must be received in the above email inbox by the deadline. Late submittals will not be considered.

Questions may be directed by email only (phone calls will not be accepted) to Mick Monken at m_monken@msn.com.

The City is not responsible for email transmission errors, spam filtering, or delays in delivery of electronic submissions

VI. BIDDER RESPONSIVENESS & RESPONSIBILITY

The City shall award the contract to the lowest responsive and responsible bidder, which shall be determined based on the Total Base Bid (Items 1 + 2 – Wet Inspections), as deemed in the best interest of the City, at the City's sole discretion.

To be deemed responsive and responsible, the bidder must:

- Hold a valid Washington State contractor license and required insurance
- Demonstrate relevant experience inspecting potable water reservoirs
- Meet all applicable safety standards and regulatory requirements
- Bidder must be listed on the MRSC Small Works Roster under appropriate categories

VII. CONTRACT REQUIREMENTS

The successful bidder shall be required to execute the City’s standard Small Works Public Works Contract. All terms and conditions of the contract, including insurance, bonding, indemnification, prevailing wage compliance, and other provisions, are hereby incorporated into this Request for Bids by reference. By submitting a bid, the bidder acknowledges that it has reviewed and accepts all provisions of the City’s Small Works Public Works Contract as attached to this RFB.

BID FORMS

CITY OF TOPPENISH

Reservoir Inspection Services – Well #2 and Well #3 Reservoirs

BASE BID FORM – WET INSPECTION ONLY

	Item Description	Lump Sum Price
1	Wet Inspection – Well #2 Reservoir	$ 2525
2	Wet Inspection – Well #3 Reservoir	$ 2525
	Total Base Bid (Items 1 + 2)	$ 5050

Includes all permitting, labor, equipment, mobilization, documentation, insurance, bonding, and taxes.

BIDDER CERTIFICATIONS

The undersigned certifies that:

- **They have reviewed and understand the scope and conditions of this RFB.**
- **The bid includes all associated costs (e.g., taxes, permits, bonding, insurance).**
- **All work shall comply with applicable DOH, EPA, and City standards.**
- **The firm is licensed to perform public works in Washington State.**

FIRM NAME: Inland Potable Services

WASHINGTON STATE CONTRACTOR LICENSE #: UBI No. 602-835-672

AUTHORIZED REPRESENTATIVE (Printed): Amanda Lantz

SIGNATURE: Amanda Lantz

TITLE: Regional Sales Manager

EMAIL: amanda@inlandpotableservices.com

PHONE: 303-400-4220

DATE: September 9, 2025

The successful bidder shall also be required to execute the City's standard Small Works Contract and comply with all insurance, bonding, and indemnification requirements contained therein.

Exhibit B – Prevailing Wage Rates

Pricing is based on current prevailing wage rates for divers and tenders working in Yakima, WA as of August 22, 2025. Overtime, holidays, and weekends are not included.

Department of Labor and Industries
Prevailing Wage
(360) 902-5335
www.lni.wa.gov/TradesLicensing/PrevWage

STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) 1586119

- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at

Your Company Information			**Awarding Agency Information**	
Your Company Name INLAND POTABLE SERVICES INC			Project Name Reservoir Inspection Services – Well #2 and Well #3 Reservoir	Contract Number 9999
Your Address 16297 E CRESTLINE LN			Awarding Agency TOPPENISH, CITY OF	
City CENTENNIAL	State CO	Zip+4 80015	Awarding Agency Address 21 W 1ST AVENUE TOPPENISH, WA - 98948	
Your Contractor Registration Number INLANPS916N1	Your UBI Number 602835672		Awarding Agency Contact Name GMP CONSULTANTS	Phone Number 206-883-9566
Your Industrial Insurance Account Number 15754600			County Where Work Will Be Performed System.Collections.Generic.List`1[System.String]Yakima	City Where Work Will Be Performed Toppenish
Your Email Address (required for notification of approval) debra@inlandpotableservices.com	Your Phone Number 3034004220			

Additional Details	**Contract Details**		
Your Expected Job Start Date (mm/dd/yyyy) 01/01/2026	Bid Due Date (**Prime Contractor's**) 08/27/2025	Award Date (**Prime Contractor's**) 10/14/2025	
Job Site Address/Directions	Total Dollar Amount of **Your** Contract (including sales tax) or indicate time and materials, if applicable.	$5500.00	☐ T&M

Prime Contractor's Company Information		**Hiring Contractor's Company Information**	
Prime Contractor's Company Name INLAND POTABLE SERVICES INC	Prime Contractor's Intent Number 1586119	Hiring Contractor's Company Name	
Prime Contractor's Registration Number INLANPS916N1	Prime Contractor's UBI Number 602835672	Hiring Company's Contractor Registration Number	Hiring Contractors UBI Number

Employment Information

Do you intend to use **ANY** subcontractors?	☐ Yes	☒ No	Will employees perform work on this project?	☒ Yes	☐ No
Will **ALL** work be subcontracted?	☐ Yes	☒ No	Do you intend to use apprentice employees?	☐ Yes	☒ No

Number of Owner/Operators who own at least 30% of the company who will perform work on this project: ☒ None (0) ☐ One (1) ☐ Two (2) ☐ Three (3)

Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.	**Number of Workers**	**Rate of Hourly Pay**	**Rate of Hourly Usual ("Fringe") Benefits**
Yakima-Divers & Tenders-Stand-by Diver	1	96.32	0.00
Yakima-Divers & Tenders-Diver Tender	1	86.86	0.00
Yakima-Divers & Tenders-Diver	1	156.25	0.00

Signature Block

I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Print Name: **Print Title:** **Signature:** **Date:**

For L&I Use Only

Approved by signature of the Department of Labor and Industries Industrial Statistician

NOTICE: If the prime contract is at a cost of over one million dollars ($1,000,000.00), RCW 39.04.370 requires you to complete the EHB 2805 (RCW 39.04.370) Addendum and attach it to your Affidavit of Wages of Paid when your work on the project concludes. This is only a notice. The EHB 2805 Addendum is not submitted with this Intent.

Exhibit C – Certificate of Insurance & Endorsements

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CRS Insurance Brokerage
9780 S Meridian Blvd Suite 400
Englewood CO 80112

CONTACT NAME: Scott Anderson, CIC
PHONE (A/C, No, Ext): 303-996-7833
FAX (A/C, No): 303-757-7719
E-MAIL ADDRESS: sanderson@crsdenver.com

INSURED INLAN-1
Inland Potable Services, Inc.
Inland Marine Service
16297 E Crestline Lane
Centennial CO 80015

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop Casualty of AM	25674
INSURER B : Selective Ins. Co. of America	12572
INSURER C : United Specialty Insurance Co	12537
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E : WCF National Insurance Company	40517
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 767526723 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y		SF23CGL144807IC	10/30/2024	10/30/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y		S 2500829	10/30/2024	10/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			BTN2330842	10/30/2024	10/30/2025	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4101124	11/1/2024	11/1/2025	X PER STATUTE; OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine Equipment/ACV/Special			6608F327572	10/30/2024	10/30/2025	Rent/Leased Equip Deductible	200,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Toppenish is included as additional insured for ongoing operations on the General Liability and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies have been endorsed to provide 30 days notice of cancellation except 10-day notice for non-payment of premium.

CERTIFICATE HOLDER

City of Toppenish
21 West 1st Avenue
Toppenish WA 98948

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09CO 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

40000FS 2500829 514

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to **SECTION I, A. Description of Covered Auto Designation Symbols**:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to **SECTION II, A.1. Who Is An Insured**:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. $250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is shown in the Declarations, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or

2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

   (a) The operational safety of the vehicle might otherwise be impaired;

   (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or

   (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

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SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos'" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

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We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

   a. Overdue or any deferred lease/loan payments at the time of "loss";

   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;

   c. Security deposits not refunded by the lessor or financial institution;

   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and

   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;

2. "Telematic devices"; or

3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

   a. Permanently installed in or upon the covered "auto" at the time of the "loss";

b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";

c. Designed to be solely operated by use of power from the "auto's" electrical system; or

d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of $3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is $10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event or "accident" involves two or more covered "autos" and Collision Coverage applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and

2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

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SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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ADDITIONAL INSURED or "CERTIFICATE" HOLDER NOTICE OF CANCELLATION-BLANKET

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

If you are required by written contract to provide Notice of Cancellation (for reasons other than non-payment of premium or deductible reimbursement) to any additional insured or "certificate" holder under this policy, we agree to provide such Notice stating when, no less than 30 days from the date of mailing, such cancellation shall take effect.

You agree that as a condition precedent to us providing such notice, you will provide us with a complete list of such additional insureds or "certificate" holders including appropriate designees and complete mailing addresses. Such list shall be provided no less than 7 days from the date it is electronically requested. Such list shall be in a format acceptable to us.

If notice is mailed, proof of mailing is sufficient proof of notice.

For purpose of this endorsement, "certificate" shall mean a certificate of insurance issued as evidence of this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Exhibit D – Performance and Payment Bond (if applicable

N/A

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-115

Meeting Date:	November 10, 2025
Subject:	AB 25-115: [Proposed] Resolution No. 2025-82, Approving Purchase of Headworks Screen for the Wastewater Treatment Plant (WWTP).
Attachments:	1. Resolution No. 2025-82, Approving Purchase for Headworks Screen at WWTP 2. Huber Cost Proposal
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The Wastewater Treatment Plant (WWTP) experienced a catastrophic failure and an emergency was declared which allowed the City to immediately pursue emergency funding, order equipment, and solicit bids from contractors to replace failed equipment and processes. The replacement of the headworks screen is within the Emergency Declaration and also within an Administrative Order issued by the Environmental Protection Agency. The headworks screen is required to be installed and operational by May 12, 2026.

The headworks process is a critical primary process within the WWTP. City and HLA Engineering and Land Surveying, Inc., staff have evaluated several options for a replacement headworks screen based on delivery time, cost, function, and retrofitting the new screen into the existing headworks layout. A headworks screen manufactured by Huber meets all the criteria. In addition, WWTP operations staff are familiar with the screen and have experience with the manufacturer.
The attached quote, totaling $205,015.71 is for the equipment only. The equipment will be installed by a contractor when it arrives, which is anticipated to be early April 2026.

Fiscal Impact:

The City approved entering into an Agreement with the Public Works Board under a separate and prior action and all work is reimbursable by the funding agency up to $1 million.

Recommendation:

Approve Resolution 2025-82, authorizing the City Manager to execute the cost proposal with Huber Technology Inc. and to pay for the headworks screen manufactured by Huber Technology Inc.

Alternatives:

RESOLUTION NO. 2025-82

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON AUTHORIZING PROCUREMENT OF A HEADWORKS SCREEN FOR THE WATEWATER TREATMENT PLANT

WHEREAS, the City of Toppenish (hereinafter the “City”) is currently undergoing emergency construction and improvement efforts at the Wastewater Treatment Plant (hereinafter “WWTP”) after a catastrophic failure caused essential WWTP processes to fail; and,

WHEREAS, the City is obligated by an Administrative Order issued by the Environmental Protection Agency (EPA) to install a new headworks screen by May 12, 2026; and,

WHEREAS, City and HLA staff have solicited and reviewed proposals selecting a headworks screen from Huber Technology; and,

WHEREAS, the equipment cost is to be reimbursed through existing emergency funding offered by the Public Works Board and is estimated at $205,015.71.

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

Section 1. Approval: The City Manager, or their designee, is authorized to purchase a new headworks screen for the WWTP required by EPA’s Administrative Order in the amount of $205,015.71.

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 November 10, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

Firm Proposal

Toppenish, WA

HUBER Perforated Plate Screen ROTAMAT® RPPS 1000-6

Represented by:
Goble Sampson Associates
John Simon
(425) 392-0491
jsimon@goblesampson.com

Regional Sales Director
Ron Maiorana
704-718-4477
Ronald.Maiorana@hhusa.net

Project Number: 523297
Revision: 3
Date: 6/25/2025

HUBER Technology, Inc.
1009 Airlie Pkwy, Denver, NC 28037
704-949-1010 | www.huber-technology.com

Design Information

Technical Data		
Total Peak Waste Water Design Flow	**3.2**	**MGD**
Peak Waste Water Design Flow **per Unit**	**3.2**	**MGD**
TSS Concentration (ASSUMED)	**150**	**mg/L**
Maximum Waste Water Flow Capacity **per Unit**	**3.2**	**MGD**
Screen Basket Spacing	**3**	**mm**
Maximum Allowable Upstream Water Level	**26.18**	**inch**
Calculated Head Loss	**4.7**	**inch**
Screen Type	**Perforated Plate**	**-**
Screen Basket Diameter	**1000**	**mm**
Screen Length	**12200**	**mm**
Screen Height (distance from channel invert to top of motor)	**6156**	**mm**
Facility Channel Width	**42**	**inch**
Sealing between Stationary Baffle Plate and Rotating Drum	**Brush Seal**	**-**
Installation type	**Channel**	**-**
Support Structure	**Fixed support leg**	**-**
Screen Angle	**35**	**°**
Wash Water Pressure	**100**	**psi**
Wash Water Consumption	**42**	**gpm**

Equipment Details

Model	HUBER Perforated Plate Screen ROTAMAT® RPPS 1000-6
Quantity	1
Material	304L stainless steel construction; pickled and passivated in acid bath
Screen Design	Shafted screw with integrated maintenance free bearing and inclined auger tube
Screenings Wash	One (1) solenoid valve (s) for screenings wash, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Spray Bar	One (1) solenoid valve (s) for spray bar, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Press Zone	One (1) solenoid valve (s) for press zone, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Cleaning Brush	Stainless steel backed nylon brush with bristles for perforated plate basket cleaning
Motor Data	2 HP, 480 VAC, 3ph, 60 Hz, S.F. 1.15, Class 1 Division 1
Supports	304L Stainless Steel Construction
Anchor Bolts	M12, 316L, Included
Water Level Measurement	Radar sensor, Differential
Discharge Chute	1500 mm long rectangular discharge chute, 304L Stainless Steel
Baffle Plates	304L stainless steel

Freight and Startup Services	
3 day(s), 1 trip(s)	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

Controls	Main Control Panel

Power Supply: 480VAC-3PH-60HZ

Panel Classification: NONE

Panel Location: Outdoors, Direct Sunlight

1 - Enclosure, NEMA 4X, 304 Stainless Steel w/ 3-PT Latch

1 - Enclosure, Dead Front w/ Inner Swing-Out Door

1 - Enclosure, Corrosion Inhibitors

1 - Enclosure, Heater with Thermostat

1 - Main Disconnect, Non-Fused Type, w/Through Door Disconnect Handle

1 - Variable Frequency Drive, Altivar 320, w/MSP Branch Circuit Protection
[2HP Max - Screen]

1 - Phase Failure Relay

1 - Control Power Transformer, 480-120VAC

1 - Surge Protection, 120VAC

1 - Programmable Logic Controller, AB Micro 800 Series w/ Ethernet and Required IO

1 - Operator Interface Unit, AB PanelView 800, 4" Color Touchscreen

1 - 24VDC Power Supply - Phoenix or Equal

1 - Lot, Circuit Breakers, 120VAC: [As Required]

1 - Lot, Pilot Lights, LED Type: [As Required]

1 - Lot, Push Buttons: [As Required]

1 - Lot, Selector Switches: [As Required]

1 - Lot, Control Relays, Socket Type: [As Required]

1 - Lot, Terminal Blocks: [As Required]

0 - Lot, Intrinsically Safe Barrier: [None]

1 - Lot, Dry Contacts: [As Required]

1 - UL Label

1 - 12/18 Month Warranty

CCP1-A: Climate Control Package, Including:

- Sun Shield, Shroud Type - Top, Back, Sides
- For Enclosures sizes up to 48x36x12

Controls	Local Control Station

Panel Classification: C1D1

1 - Enclosure, NEMA 7, Cast Aluminum

1 - Lot, Push Buttons:

- Emergency Stop

Controls	Ship Loose Instrumentation

LTR-2-30m: Dual Point - Radar Level Sensor

2 - VEGAPULS C21, IS-C1D1, with 30m cable

1 - IS Barrier, 4-20mA type, Dual channel

[For use with PLC w/ available analog inputs]

Pricing

Equipment	Model	Quantity	Pricing
HUBER Perforated Plate Screen	ROTAMAT® RPPS 1000-6	1	Included
HUBER Control Panel	HUBER Standard	1	Included
Freight and Startup Services		As described above	Included
TOTAL:			**$177,650.00**

Project Clarifications

- Based on the controls configuration outlined in this proposal, HUBER has offered a control panel with sun shield to protect the control panel from UV exposure, high ambient temperatures, and potential damage. This sun shield is meant to protect the control panel up to a maximum ambient temperature of 103°F. If temperatures greater than that listed here are anticipated, HUBER can offer a NEMA 4X air conditioner upon request.

Project Clarifications

For the equipment, HUBER is offering our well-proven RPPS 1000. HUBER's offering is designed to meet the performance requirements and intent of the specification. HUBER's equipment differs in construction from the specification, including [but not limited] to the following:

Project Clarifications

- HUBER clarifies that the scope of supply is based on the specifications provided by the representative and the engineer. HUBER will deliver equipment that precisely aligns with the details outlined in this proposal. It is the responsibility of others to review both the proposal and associated drawings to ensure they accurately reflect the actual project requirements, in order to prevent costly delays and modifications.
- HUBER has included a screenings discharge chute with length of 1500mm, the longest possible length without external support. This results in an approximate height above the deck of about 7 ft. If additional chute length is desired, please note that this will be quoted via change order, and will require external support of the chute.
- Please note that all washwater piping to the HUBER equipment is to be supplied by others. The contractor is responsible for connecting the water piping to the HUBER-supplied washwater distributor and for mounting the water level sensor in the channel.

General Notes

1. HUBER's scope of supply is based on the specifications provided by the representative and the engineer.
2. All electrical interconnections, motor disconnects, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
3. Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
4. A fully functioning and programmed HMI/PLC will be delivered to site. Screens and symbols used on the HMI are based on HUBER's standard unless otherwise noted. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
5. The Control Panel is based on the specification provided and inclusive to meet the requirements of a Vendor designed panel, whereas the components and the factory testing of the panel will meet HUBER's requirements for function and warranty. Additional requirements or sections of the specification to meet local authority requirements or control panels designs unrelated to the equipment section, including special labeling, testing, or integration have not been included.
6. HUBER Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to HUBER, whether HUBER is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.
7. HUBER's standard submittal documents, programming, testing procedure and O&M documentation are included.
8. All piping to and from the equipment is to be supplied by the installing contractor.
9. As a downstream water surface level was not provided, HUBER has assumed a channel flow velocity of 2.0 ft/sec when calculating downstream water surface level and estimated clean screen headloss values. HUBER also assumes that downstream water surface level is not influenced by downstream elements, such as weirs. If downstream water surface level is known, please provide to HUBER for revised hydraulic calculations.

Additional Information Pertinent to HUBER Quotation

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- This Budgetary Pricing Quotation is valid for thirty (30) days from the date of this Scope or until withdrawn by HUBER Technology, Inc. (hereinafter "HUBER").

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Standard delivery is 17-20 weeks from approval of submittals.
- O&M manuals prior to equipment start-up.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304L or 316L grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H2S) in the equipment operating environment shall be kept below the following values:

• Maximum Chloride for V2A (304, 304L)*	100	mg/L
• Maximum Chloride for V4A (316L, 316Ti)*	400	mg/L
• Maximum Chloride for V4A (316L, 316Ti)**	250	mg/L
• pH Value of the Wastewater/Washwater	>6.5	
• Iron Content in Washwater	<0.50	mg/L

* no hydrogen sulphide in the area of the stainless steel

** with a maximum hydrogen sulphide content of 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

HUBER TECHNOLOGY, INC.
STANDARD PURCHASE ORDER
ALL TERMS AND CONDITIONS ARE PART OF THIS PURCHASE ORDER ("Purchase Order")

CUSTOMER CONTACT INFORMATION

PROJECT: Toppenish, WA
JOB NUMBER: 523297

EMAIL: ______________________
PHONE: ______________________
FACSMILE: ______________________

CUSTOMER BILLING ADDRESS (PLEASE FILL):
____
____
____

SITE SHIPPING ADDRESS (PLEASE FILL):
____
____
____

ACCEPTED:	______________________	______________________
	Buyer	HUBER Technology, Inc.
BY:	______________________	______________________
	Title	Title
DATE:	______________________	______________________

THIS PURCHASE ORDER IS SUBJECT TO BINDING ARBITRATION
SIGN AND RETURN WITHIN 5 BUSINESS DAYS

HUBER TECHNOLOGY, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT/ORDERS.

Unless otherwise noted in Exhibit A of the Proposal, this Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated 6/25/2025

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. Scope of Supply/Work and Ancillary Equipment

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned HUBER's Scope of Supply, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

HUBER will use HUBER products or HUBER standards and colors whenever possible unless specifically called out in the quotation.

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with HUBER and agreed upon. If HUBER mechanical and electrical specifications are changed, performance of HUBER equipment may be affected. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply in the form of a Change Order and as stated below under Article 9 Submittals.

3. Exclusions Include:

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).
- All other items not specifically described in HUBER scope of supply

4. Abrasion or Corrosive Materials

All of HUBER's machines, control panels, and systems are manufactured from 304L or 316L grade stainless steel. Purchaser expressly acknowledges that HUBER has no control over the environment or materials where the HUBER equipment will be installed. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H2S) in the equipment operating environment shall be kept below the following values:

· Maximum Chloride for V2A (304, 304L)*	100mg/L
· Maximum Chloride for V4A (316L, 316Ti)*	400mg/L
· Maximum Chloride for V4A (316L, 316Ti)**	250mg/L
· pH Value of the Wastewater/Washwater	>6.5
· Iron Content in Washwater	<0.50mg/L

*no hydrogen sulphide in the area of the stainless steel

** with a maximum hydrogen sulphide content of 6 ppm (H2S levels must be less than 6ppm in the area of all electronics and controls)

Tin plated copper wiring is recommended for all customer field wiring installations

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

5. PRICES.

Prices are in U.S. Dollars unless noted otherwise. Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire thirty (30) calendar days from the date of quotation unless specified otherwise. After expiration of validity HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc. The determination to increase pricing to do increased material costs is within HUBER's sole discretion. Due to the current volatility of raw materials and shipping HUBER cannot guarantee to hold prices beyond the validity date. HUBER therefore reserves the right to adjust our pricing based on applicable price indexes at time of order. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. Price does not include installation or building modifications. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

6. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser and terminate any agreement between the parties, even though partial payment for such undelivered goods or services may have already been received by HUBER. At any time prior to or after the commencement of delivery or work pursuant to the Agreement, HUBER may request that Purchaser provide reasonable documentation demonstrating that Purchaser has the ability to perform all payment obligations specified herein.

Progress payments are as follows:

- 20% upon delivery of submittals (net 30 days)
- 75% upon delivery of equipment (net 30 days)
- 5 % upon startup of equipment (net 30 days)

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement and terminate this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser’s Breach.

7. RETAINAGE.

There shall be no retainage under this Agreement.

8. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. In the event that any tariffs, taxes, or import duties are imposed between the goods purchased to the time of shipment, the cost of these charges will be passed on to the Purchaser. If the Purchaser does not accept the additional costs or if the Purchaser is unable to fulfill these payment obligations, HUBER reserves the right to cancel the order and issue a refund on invoices paid up to the time of cancellation. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
1009 Airlie Pkwy
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER’s Standard Terms and Conditions.

9. Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

· An electronic copy of the Submittals will be provided via HUBER Share 4-6 weeks after acceptance of a written purchase order.
· Operation & Maintenance (O&M) manuals will be provided electronically via HUBER Share prior to equipment startup.
· Printed hard copies of the submittals and/or O&M manuals are available at an additional cost.

CHANGES TO DELIVERY DATE MAY RESULT IF THESE ITEMS ARE NOT ADDRESSED (If applicable).

· All necessary information including, but not limited to, up-to-date layouts, technical specifications, prints and pertinent specifications. These must be in AutoCAD DWG, DXF, IGES or STEP format and be supplied within 1 Week (5 business days) of P.O. receipt, or equipment prices and delivery may be impacted. A more specific date will be set upon the Seller's acknowledgment of the Buyer's order, and is subject to Seller's timely receipt of all conformed drawings, specification, and other information necessary for the design, manufacture, and factory witness test of the machine or product, if applicable. Seller shall not be liable to the buyer for any loss or damage direct or consequential due to any delay in delivery.

· Submittals: Submittals to be provided within 4-6 weeks of the executed PO and receipt of all required technical information. After receipt of the approval submittal(s), they must be approved as is, or changes noted, and signed by the buyer. The buyer must return the signed approval submittal(s) to HUBER Technology within 4 weeks (20 business days) of receipt. HUBER Technology will exercise its knowledge and experience by performing an internal design review, bypassing a customer review process. This requirement may be required if the delivery date is to be achieved. Any changes in the process after purchase order is issued may result in a later delivery date, change order, or an addendum to the proposal. All changes must appear in writing using HUBER Technology C.O. (Change Order) form and signed by a representative of both HUBER Technology and the buyer before any changes can be made.

· Timing:
· Project schedule is based upon the following: HUBER Submission of Approval Submittals to be within 4-6 weeks of executed PO and Customer approval or changes noted on Approval Submittal within 4 weeks (20 business days) of Submittal receipt.
· In cases where changes or comments are noted, HUBER to supply resubmittal within 4 weeks (20 business days) of receipt of comments. Customer approval or changes noted on Approval Submittal within 2 weeks (10 business days) of Submittal receipt.
· Any delays in the above approvals can impact overall project timing. HUBER Technology reserves the right to adjust project schedule based on customer delays to these milestones. Please note, each day late can result in up to a 2 day delay to project delivery. [Example: Submittal comments received 9 weeks after receipt (5 weeks (25 work days) past the due date) can result in up to a 10 week (50 work day) shift to the delivery schedule.]
· Delays in customer milestones exceeding 6 weeks are subject to re-quote. NOTE: Changes or comments not captured in the scope may require a change order and can impact project schedule and cost. If submittals are not finally approved within 6 months of initial submission, this order is subject to change order for increase cost if necessary.

· Any delay in the above-referenced process that is not solely due to the Seller's omissions and errors shall not be a basis for delay damages. Seller expressly reserves the right to increase costs and charge for costs relating to any delays not solely attributable for the Seller in the submittal process.

10. Project Management

HUBER will assigned a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

· Main point of contact for communication, for submittals, and shall make adjustments at their discretion.
· Provision of a complete critical path project schedule for HUBER equipment
· Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

· No contractual warranty or indemnity relating to any service performed by Project Manager is extended to HUBER, nor are any Project Managers authorized to bind HUBER with any oral representations or statements in conflict with this Agreement.

11. PURCHASER CANCELLATION

If at any time prior to delivery of equipment, the Purchaser terminates this Agreement and/or refuses delivery, HUBER shall be entitled to receive all costs incurred during the design and manufacturing of the equipment, all costs and expenses incurred in disposing of the equipment, all costs resulting from the cancellation of any agreements with relevant suppliers and all anticipated overhead and profit on the equipment outlined in the Agreement.

12. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser. If HUBER undertakes storage of the equipment, the Purchaser shall pay an additional $0.70 per sf. ft. of space and an additional weekly value for each week storage continues as outlined below:

Total P.O Value	Value added storage fees
≤ $50,000	$175
$50,001-$100,000	$340
$100,001-$250,000	$625
$250,001-$500,000	$1,350
$500,001-$1,000,000	$2,700
>$1,000,000	Calculated per project

All amounts outlined above for storage shall be billed to the Purchaser at the time it is willing and able to accept delivery of the equipment. The storage fee shall be due upon receipt of the HUBER invoice and is a condition precedent to delivery of the equipment.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

13. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

14. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for installation inspection, start-up, observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

An authorized HUBER Service Technician will be scheduled to provide start-up and commission assistance. To meet demand, HUBER may, at its sole discretion, source from an available international network of authorized technicians. HUBER is able to quote additional installation, start-up supervision, and training, which is not specifically included in the scope of supply, at the Purchaser's written request. For such additional services Purchaser shall pay $1,240 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends and/or holidays.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Representative located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced. The full net invoice is payable within thirty (30) days of receipt by Purchaser.
- In the event of on-site delays which are beyond HUBER's control, including proper installation, training and start-up, additional charges will be invoiced ($155/hour, plus expenses).
- Please note that once startup services are scheduled, this time is reserved exclusively for that service(s). Cancellation and/or rescheduling prior to the scheduled dates are subject to airline change fee(s) plus the differences in the cost for the new airline ticket(s) and any additional expenses that may occur (including hotel cancellation fees and airline agent fees).

HUBER requires clients to maintain at least one employee or site representative onsite whenever a HUBER representative may be required to work. This includes the commencement of work after normal business operation hours. It is the responsibility of site employee and or site representative to maintain all regulated safety standards and requirements for the project site. If a site representative or site employee is unable to remain on site after hours, HUBER Representatives will stop all work at that time to return when a site representative or employee is available to be on site. Furthermore, if a HUBER Representative encounters an unsafe work environment that HUBER Representative is required to stop all work and report the unsafe items to the site representative and stand by until these items are deemed safe for work to continue. As the schedule for work commencement is set prior to the start of work any travel changes and or additional hours needed to complete the approved scope due to delay or stoppage of work caused by actions or lack of action from the site representative of will require a change order and will be billed accordingly.

15. SHIPMENT/RISK OF LOSS.

Freight is delivered with duty paid (D.D.P.) to Job site. HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

HUBER will make commercially reasonable efforts to maintain the following schedule:

- Equipment delivery 17-20 weeks after approved submittals or notice to proceed.
- Operation & Maintenance (O&M) manuals will be provided electronically via HUBER Share prior to equipment startup. Printed hard copies of the O&M manuals are available at an additional cost.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice. Under no circumstances, shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated, or other damages for delay in delivery.

Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

16. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

17. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

18. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER, in its sole discretion, concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.

19. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim other than Limited Warranty claim as outlined in Paragraph 18, including but not limited to any loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, tort (including negligence) or other grounds, shall not exceed 10% of the purchase price of such goods or services or part thereof involved in the claim, regardless of cause or fault. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction. **EXCEPT FOR A CLAIM UNDER THE LIMITED WARRANTY DURING THE WARRANTY PERIOD, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 10% OF THE PURCHASE PRICE.**

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

20. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

21. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

22. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

23. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

24. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

CHANGE ORDER

Toppenish, WA

ROTAMAT RPPS

Equipment: RPPS 1000/3
Project Number: 73013218
Change Order Number: 001

Project Manager: Jordan Ernstes
704-990-2041
jordan.ernstes@hhusa.net

Regional Sales Director: Ron Maiorana
704-718-4477
ron.maiorana@hhusa.net

Manufacturers Representative: Goble Sampson Associates
John Simon
(425) 392-0491
jsimon@goblesampson.com

Change Order Description: Customer has requested the addition of outdoor weather protection. Change Order includes heat tracing package for manifold, auger, and controls.

CO Revision: 0
Issue Date: 10/15/2025

HUBER Technology, Inc.
1009 Airlie Pkwy, Denver, NC 28037
704-949-1010 | www.huber-technology.com

Pricing

Equipment	Quantity		
Heat Tracing (outdoor weather protection) for mechanical equipment	1		
Update to control panel for powering outdoor controls	1		

Labor	Quantity		
Mechanical Design	1		
Project Management	1		
Assembly	1		

Pricing Summary		
Subtotal:		$27,365.71
Sales Tax:	Rate n/a	n/a
CHANGE ORDER TOTAL:		**$27,365.71**

Leadtime	
17-20 weeks from submittal approval	After receipt of PO

Notes and Technical Clarifications

1. Please note that this change order does not revise the final agreement of the terms & conditions of the purchase order/contract agreement of this project, or revert to an earlier version of the terms, unless otherwise noted.
2. Notes and Technical clarifications are in addition to those defined on the main project scope of supply unless other wise noted
3. All electrical interconnections, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
4. Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER rep. listed for further clarification.
5. Huber Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to Huber, whether Huber is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.
6. Equipment specification and drawings are available upon request.
7. If there are site-specific hydraulic constraints that must be applied, please consult the manufacturer's representative to ensure compatibility with the proposed system.
8. Electrical disconnects required per local NEC code are not included in this proposal.
9. Budget estimate is based on Huber Technology's standard Terms & Conditions and is quoted in US dollars unless otherwise stated.
10. Huber Technology warrants all components of the system against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever occurs first unless specifically noted.
11. Equipment recommendations are based on information provided to Huber Technology. Subsequent information which differs from what has been provided may alter the equipment recommendation.
12. A clearance of 3 ft. is recommended around the equipment for access. Equipment drawings show recommended maintenance clearances.

Customer Signature confirmation of Outlined Scope.

Toppenish, WA ______________________ *Date* ______________________

Terms and Conditions

The Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated October 15, 2025.

Please note that this change order does not revise the final agreement of the terms & conditions of the purchase order/contract agreement of this project, or revert to an earlier version of the terms, unless otherwise noted.

Special Information and Exceptions

Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)

Prices are in U.S. Dollars unless noted otherwise

Freight is delivered with duty paid (D.D.P.) to Job site

Price does not include installation or building modifications

Price Quotation is valid for fourteen (14) days from the date of this Proposal or until withdrawn by HUBER. After expiration HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

Please note that this change order does not revise the final agreement of the terms & conditions of the purchase order/contract agreement of this project, or revert to an earlier version of the terms, unless otherwise noted.

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

Electronic copy of submittal shop drawings 6 weeks after acceptance of a written purchase order if Applicable. Please contact the Project Manager to determine if a revised or additional submittal is required for this change order.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 6 weeks after acceptance of a written purchase order (if applicable)
- Impact to equipment delivery, if applicable, will be provided by the project manager.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H_2S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H_2S < 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

Warranty

LIMITED WARRANTY: HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Local, State or Federal taxes or fees
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).

Project Management

HUBER will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

Erection, Training and Start-up Assistance

A certified HUBER Service Technician will make every reasonable effort to be at the job site within two (2) weeks after Purchaser's request to HUBER for equipment start-up and commissioning assistance. HUBER will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the Purchaser's written request. For such additional services Purchaser shall pay $1,000.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Rep located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced, including delays which are beyond HUBER's control. The full net invoice is payable within thirty (30) days of receipt by Purchaser.

Equipment Standard

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply.

Shop Painting

Gears and motors will receive three (3) layers of painting, two (2) layers of primer and a finishing layer with synthetic resin varnish.

1. ENTIRE AGREEMENT/ORDERS.

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. PRICES.

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

3. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by HUBER.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

4. RETAINAGE.

There shall be no retainage under this Agreement.

5. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

6. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

7. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

8. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

9. SHIPMENT/RISK OF LOSS.

HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

10. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

11. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

12. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.

13. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, and shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (I) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

14. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

15. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

16. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

17. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-116

Meeting Date:	November 10, 2025
Subject:	AB 25-116: [Proposed] Resolution No. 2025-83, Approving Amendment to Lease Agreement for Verizon Cell Facility.
Attachments:	1. Resolution No. 2025-83, Amending Lease Agreement with Verizon Wireless for Rental 2. Verizon Water Tower Lease Amendment 3. Verizon Initial Lease Agreement
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

In August of 2004, the City of Toppenish entered into an agreement with Cellco Partnership (d/b/a Verizon Wireless) in which we would lease a portion of space on our Water Tower located adjacent to Piorneer Park, for their cell service equipment. The initial lease commenced in 2004 and would extend every five years until 2029, every extension included a "rent" increase. Under the current agreement, the yearly rent until 2029 for the site is $10,939.56 and the contract will expire unless an amendment to the initial contract is executed.

Lynx Consulting Inc., a representative for Verizon Wireless, engaged staff in considering an extension for another 25 years of rent. Staff researched the current market for cell leases and the condition of our water tower and determined rent should be increased in the first term from the $10,939.56 to $15,000.00, as well as increasing every year by 3% instead of increases at the five-year intervals of the initial contract. Verizon has agreed to the initial rent increase and modification to annual rent increases and has provided the attached amendment to the lease agreement.

These changes result in the total amount collected over the 25 years being approximately $563,261.

Fiscal Impact:

Approval of the amendment will continue and increase a revenue source for the City.

Recommendation:

Approve Resolution No. 2025-83, Authorizing the City Manager to amend the lease agreement between the City and Cellco Partnership for rental space on the Pioneer Park water tower.

Alternatives:

RESOLUTION NO. 2025-83

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON AMENDING THE WATER TOWER LEASE AGREEMENT BETWEEN THE CITY AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR CELL TOWER RENTAL SPACE

WHEREAS, the City of Toppenish (hereinafter the "City") has an existing agreement with Cellco Partnership to rent a certain portion of the Pioneer Park water tower for cell provider purposes; and,

WHEREAS, Cellco Partneship desires to extend the agreement an additional 25 years beyond the end of the current agreement expiration date in 2029; and,

WHEREAS, the City and Cellco Partnership have agreed to increase the initial rent to $15,000.00 with subsequent 3% annual increases thereafter in consideration of market climate and water tower conditions.

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

<u>Section 1. Approval:</u> The City Manager, or their designee, is authorized to enter into an amended contract with Cellco Partnership d/b/a Verizon Wireless for cell tower rental space.

<u>Section 2. Corrections</u>: 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.

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

PASSED by the Toppenish City Council at its regular meeting held on November 10, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT ("Amendment") is made this _______ day of ___________________, 202__ ("Effective Date"), by and between the City of Toppenish ("Lessor") and Cellco Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

RECITALS

A. This Amendment pertains to that certain Water Tower Lease Agreement dated August 4, 2004 (the "Agreement") for the Premises located at 514 W. Second Avenue, Toppenish, County of Yakima, State of Washington, which property ("Property") is legally described in the Agreement and as set forth on Exhibit "A" attached hereto and made a part hereof.

B. The current five (5) year extension term is due to expire on August 31, 2029.

C. The Parties desire to amend the Agreement to extend the term, increase rent payable to Lessor, and amend certain other provisions of the Agreement, as set forth below.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.

2. Extensions. Sections 3 and 5 of the Agreement are hereby amended to provide that effective as of the expiration of the current five (5) year extension term on August 31, 2029, the Agreement's term shall automatically be extended for five (5) automatic, additional five (5) year periods (each an "Additional Extension Term"), unless Lessee terminates it at the end of the then-current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then-current five-year (5-year) term. Section 7 of the Agreement is amended to replace the clause "the fourth (4^{th}) five (5) year extension term this Agreement" with the clause "the fifth (5^{th}) Additional Extension Term of this Agreement".

3. Extension Rental. Section 6 of the Agreement are hereby amended to provide that, effective on the commencement of first Additional Extension Term on September 1, 2029, rent payable to Lessor shall be $1,250.00 per month. Thereafter, rent shall increase on the annual anniversary to an amount equal to 103% of the rent payable with respect to the immediately preceding year. Rent shall continue to be paid monthly, in advance, to Lessor pursuant to the Agreement.

4. Notices: Section 23 of the Agreement is hereby amended to include Lessee's current notice addresses, as follows:

LESSEE: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attention: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

5. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

LESSOR: The City of Toppenish, a Municipal Corporation

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

LESSOR ACKNOWLEDGMENT

STATE OF ______________)
) ss.
COUNTY OF ____________)

On this _______ day of _____________________, 202__, before me, a Notary Public in and for the State of _____________________, personally appeared ________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as ____________________________ of The City of Toppenish, a Municipal Corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

____
NOTARY PUBLIC in and for the State of _____,
residing at _________________________________
My appointment expires ______________________
Print Name _________________________________

LESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ______________________, before me, a Notary Public in and for the State of Washington, personally appeared __________________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the ____ of Cellco Partnership d/b/a Verizon Wireless to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

____
NOTARY PUBLIC in and for the State of WA,
residing at _________________________________
My appointment expires __________________
Print Name: ___________________________

EXHIBIT "A"
LEGAL DESCRIPTION

The land in the County of Yakima, State of Washington, described as follows:

Beginning at the Northeast corner of Section 9, Township 10 North, Range 20 East, W.M.;
Thence South 0° 10' 35" East a distance of 471.69 feet along the East line of said Section;
Thence South 89° 46' 15" West a distance of 400 feet to the true point of beginning;
Thence South 0° 10' 25" East a distance of 100 feet;
Thence South 89° 46' 15" West a distance of 100 feet;
Thence North 0° 10' 25" West a distance of 100 feet;
Thence North 89° 46' 15" East a distance of 100 feet to the true point of beginning.

APN: 201009-11021

ORIGINAL **SITE NAME: YAK TOPPENISH ALT#3**

WATER TOWER LEASE AGREEMENT

This Agreement, made this 4 day of August, 2004, between The City of Toppenish, a Municipal Corporation, with its mailing address located at 21 West First Avenue, Toppenish, WA 98948, Tax ID # 91-6001286, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on LESSOR's Water Tower ("Tower"), located 514 W. Second Avenue, Toppenish, Yakima County, State of Washington, on property described on Exhibit "A" (Sheet 1 of 2 – Legal Description), attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A" (Sheet 2 of 2 – Description of Premises), attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, W. Second Avenue, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, LESSOR hereby agrees to grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Nine Thousand Dollars ($9,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to City of Toppenish, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

4. ELECTRICAL. If permitted by the local utility company servicing the Property, LESSEE will install a separate meter for the measurement of its electric power and will pay for its own utilities used. If installation of a separate meter is not permitted by the utility, LESSEE shall furnish and install an electrical submeter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount. LESSEE shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

6. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Nine Thousand Four Hundred Fifty Dollars ($9,450.00); the second (2nd) five (5) year extension term shall be increased to Nine Thousand Nine Hundred Twenty-Two and 56/100 Dollars ($9,922.56); the third (3rd) five (5) year extension term shall be increased to Ten Thousand Four Hundred Eighteen and 64/100 Dollars ($10,418.64); and the fourth (4th) five (5) year extension term shall be increased to Ten Thousand Nine Hundred Thirty-Nine and 56/100 Dollars ($10,939.56).

7. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further

term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to 105% of the annual rental payable with respect to the immediately preceding five (5) year term.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Govenmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or LESSEE determines that the Property is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

9. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

10. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

11. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment of LESSOR or other lessees of the Property existing as of the date this Agreement is executed by the Parties. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

13. INDEMNIFICATION. Subject to Paragraph 13 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

14. INSURANCE. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. All policies of insurance covering property damage obtained by either party concerning the Property shall waive the insurer's right of subrogation against the other party.

15. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given LESSOR.

16. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by LESSOR of the portion of this property underlying the right-of-way herein granted shall be under and subject to the right of LESSEE in and to such right-of-way.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Toppenish
21 West First Avenue
Toppenish, WA 98948
Telephone: (509) 865-6319

LESSEE: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR

shall give LESSEE written notice of such default. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity conducted in, on, or in any way related to the Property, unless and only to the extent such conditions or concerns are caused by the activities of LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all claims, duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless and only to the extent such compliance results from conditions caused by LESSEE; b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless and only to the extent such environmental conditions are caused by LESSEE; and (c) without limiting the generality of the foregoing, any hazardous substances, including but not limited to lead-based paint, present or released on, in under or about the Property, unless and only to the extent such hazardous substances were introduced to the Property by LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this

Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rental shall abate during the period of repair following such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

31. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with LESSEE regarding any compliance required by LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: The City of Toppenish, a Municipal Corporation

By: ______________________
Name: Scott Staples
Title: City Manager
Date: 4/5/04

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: ______________________
Howard H. Bower
South Area Vice President - Network
as delegatee for Robert F. Swaine
West Area Vice President - Network
Date: 8/4/04

EXHIBITS: Exhibit A - Legal Description/Description of Premises
Exhibit B – Antenna Information

LESSOR ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

On this 5th day of April, 2004, before me, a Notary Public in and for the State of Washington, personally appeared Scott D. Staples, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the City Manager of **The City of Toppenish, a Municipal Corporation,** to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

ROSA M. BOTELLO
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 5, 2005

Rosa M. Botello
NOTARY PUBLIC in and for the State of WA,
residing at Toppenish
My appointment expires May 5, 2005
Print Name **LESSEE ACKNOWLEDGMENT**

BEL 255267v2 52051-2734
YAK TOPPENISH ALT#3
Bellevue/04/01/04

CORPORATE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

On this 4 day of August, 2004, before me, the undersigned, a Notary Public in and for the State of North Carolina, duly commissioned and sworn, personally appeared Howard H. Bower to me known to be an authorized representative of Cellco Partnership d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellco Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC
STATE OF NORTH CAROLINA
CABARRUS COUNTY
CATHARINE LAWSON
MY COMMISSION EXPIRES
JANUARY 4, 2005

Catharine Lawson
Print or Type Name: CATHARINE LAWSON
Notary Public in and for the State of NC, residing at
Concord, NC
My appointment expires: 1/4/05

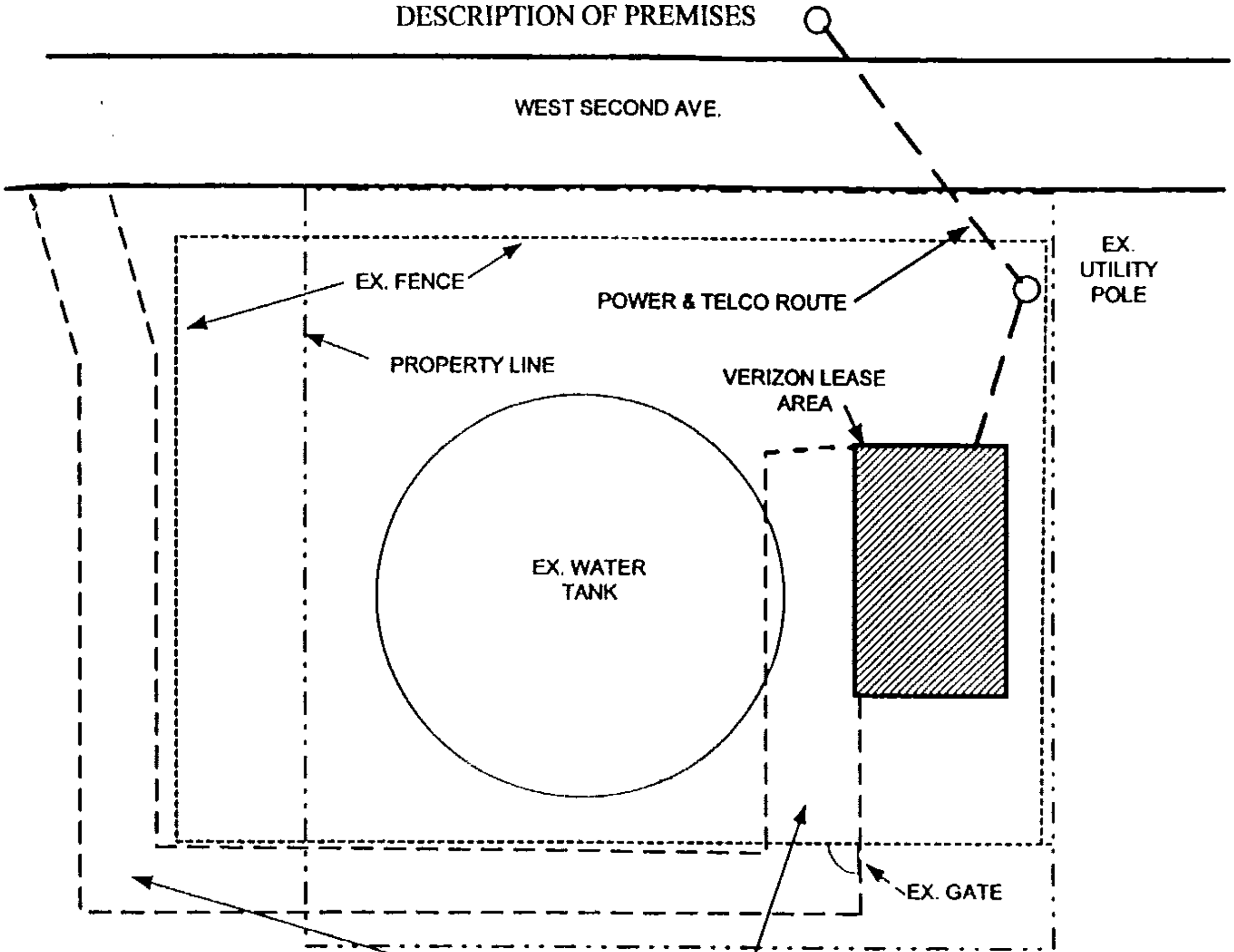
Exhibit "A"
1 of 2
LEGAL DESCRIPTION

Real property in the County of Yakima, State of Washington, described as follows:

Beginning at the Northeast corner of Section 9, Township 10 N., Range 20 E.W.M.;
Thence S 0°10' 35" E a distance of 471.69 feet along the East line of said Section;
Thence S 89°46' 15" W a distance of 400 feet to the true point of beginning;
Thence S 0°10' 25" E a distance of 100 feet;
Thence S 89°46' 15" W a distance of 100 feet;
Thence N 0°10' 25" W a distance of 100 feet;
Thence N 89°46' 15" E a distance of 100 feet to the true point of beginning.

APN: 201009-11021

Exhibit "A"
2 of 2
DESCRIPTION OF PREMISES



20' WIDE NON-EXCLUSIVE INGRESS, EGRESS, AND UTILITY EASEMENT TO WEST 2ND AVENUE.

NOTE: VERIZON WIRELESS LEASEHOLD AREA CONSISTS OF APPROX. 800 SQ. FT. FOR EQUIPMENT SPACE PLUS SPACE ON EXISTING WATERTANK. THE EQUIPENT SPACE IS LOCATED IN NE QUADRANT OF SITE. THE VERIZON LEASEHOLD PREMISES IS CROSSHATCHED ON THIS EXHIBIT AND INCLUDES A 20-FOOT NON-EXCLUSIVE INGRESS, EGRESS, AND UTILITIES EASEMENT THAT EXTENDS FROM THE SITE TO WEST 2ND AVENUE.

N
NORTH

BEL 255267v2 52051-2734
YAK TOPPENISH ALT#3
Bellevue/04/01/04

NOTE: ANY REFERENCES TO VERIZON IN THIS EXHIBIT ARE TO VERIZON WIRELESS.

Exhibit "B"

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: (12) Twelve @ 112' +/-
Orientation: 60, 180, and 300

Diameter of transmission line: Not to exceed 2"

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-117

Meeting Date:	November 10, 2025
Subject:	AB 25-117: [Proposed] Resolution No. 2025-84, Approving Acquisition of Real Property for Public Safety and/or Public Works use at No Cost.
Attachments:	1. Resolution No. 2025-84, Acquisition of Real Property at No Cost 2. Nelson Property QCD
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

City Management remains committed to collaborating with community leaders and identifying opportunities that enhance the City's capacity to effectively serve the residents of Toppenish. One such opportunity has recently been presented in the potential acquisition of the former Masonic Lodge building and property, located just east of the Washington State Department of Social and Health Services (DSHS) at 4 East 3rd Avenue.

Following preliminary review, City Management believes that this acquisition would provide meaningful benefits to the community by expanding the City's available facility space and improving the operational capabilities of either the Police Department and/or the Public Works Department. The additional space would allow for greater efficiency, improved service delivery, and future flexibility in meeting the City's evolving needs.

This effort reflects our continued commitment to responsible planning, effective resource management, and strong partnerships with community stakeholders—all in service to the residents of Toppenish, whom we are proud to serve.

Should the property be acquired, City staff will pursue opportunities to secure funding and implement necessary renovations to the existing building in accordance with the obligations outlined in the attached Quit Claim Deed. This represents a unique opportunity for the City to expand its community service capabilities through the acquisition of real property at no direct cost, further strengthening our ability to meet the needs of Toppenish residents both now and into the future.

Fiscal Impact:
None.

Recommendation:
Approve Resolution No. 2025-84 acquiring the property addressed 12 E 3rd Avenue in Toppenish, WA for public safety and/or public works operations **at no cost**.

Alternatives:

RESOLUTION NO. 2025-84

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC SAFETY AND/OR PUBLIC WORKS PURPOSES FOLLOWING CONSIDERATION BY THE CITY COUNCIL

WHEREAS, the City of Toppenish (hereinafter the "City") has been engaged in repurposing an existing building located at 12 E 3rd Avenue in Toppenish for Public Safety and/or Public Works purposes; and,

WHEREAS, the City is constantly looking for new facilities to be able to expand our services for our community; and,

WHEREAS, the property would be deeded to the City at no cost provided the property is utilized for Public Safety and/or Public Works services for a minimum of five years.

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

Section 1. Approval: The City Manager, or their designee, is authorized to take appropriate steps to conclude the acquisition of the property located at 12 E 3rd Avenue for Public Safety and/or Public Works purposes at no cost, on behalf of the City of Toppenish, and the City Council ratifies actions taken 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 November 10, 2025.

____

ELPIDIA SAAVEDRA, MAYOR

ATTEST:

____

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____

DANIEL B. HEID, City Attorney

Upon recording, please return to:

Toppenish City Clerk
21 West 1st Avenue
Toppenish, WA 98948

DOCUMENT TITLE: **QUIT CLAIM DEED WITH RIGHT OF REVERSION**
REFERENCE NUMBER OF RELATED DOCUMENT: **N/A**
GRANTOR: **SR INVESTMENTS LLC**, a Washington limited liability company
GRANTEE: **CITY OF TOPPENISH**, a municipal corporation of the State of Washington
ABBREVIATED LEGAL DESCRIPTION: **W 200' of E 956' of that ptn of NE¼ of NW¼ of Sec 10, Twn 10-N, R 20, EWM, lying S of W 3rd Ave EXC S 175' thereof**
ADDITIONAL LEGAL DESCRIPTION ON PAGE 2 OF DOCUMENT
ASSESSOR'S TAX PARCEL NUMBERS: **201010-21012 & 201010-21013**

QUIT CLAIM DEED WITH RIGHT OF REVERSION

The GRANTOR, SR INVESTMENTS LLC, a Washington limited liability company, for and in consideration of mutual and offsetting benefits, conveys and quitclaims to the GRANTEE, City of Toppenish, a municipal corporation of the State of Washington, only for so long as it is used as specified below, all interest in the following-described real estate, situated in the County of Yakima, State of Washington, including any interest therein which the Grantor may hereafter acquire:

> THE WEST 200 FEET OF THE EAST 956 FEET OF THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 20, E.W.M., LYING SOUTH OF WEST THIRD AVENUE, EXCEPTING THEREFROM THE SOUTH 175 FEET THEREOF, SITUATE IN TOPPENISH, YAKIMA COUNTY, WASHINGTON (Yakima County Assessor 's Parcel Nos. 201010-21012 & 201010-21013).

~~The~~ For a period ending five (5) years form the date hereof, the property is to be used by the Grantee for Public Safety (Police and/or Fire) purposes and/or for Public Works (Street and/or Utility) purposes only. If, prior to the expiration of the five (5) year period, the

Grantee ceases to use the property for such purposes, or if within said five (5) year period the Grantee uses the property for any purposes other than for Public Safety (Police and/or Fire) or for Public Works (Street and/or Utility) purposes, the property, and its ownership, shall immediately revert back to GRANTOR, SR INVESTMENTS LLC. This Right of Reversion expires at the end of the five (5) year period and shall thereafter have no force and effect.

Dated this 22 day of October, 2025.

GRANTOR	GRANTEE
SR INVESTMENTS LLC.	CITY OF TOPPENISH
Tim Nelson	
Tim Nelson, Member/Manager	Elpidia Saavedra, Mayor

ATTEST:

Heidi Riojas, CMC, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 22nd day of October, 2025, before me personally appeared TIM NELSON, Member/Manager of SR INVESTMENTS LLC., to me known to be the individual described herein and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of SR INVESTMENTS LLC., for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kerri Lynne Nodarinder

Notary Public, in and for the State of
Washington, residing at Carnation
My commission expires: 11-21-28

KERRIE LYNNE ROETCISOENDER
Notary Public
State of Washington
License Number 106374
My Commission Expires
November 21, 2028

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA ________)

On this _____ day of _________________, 2025, before me personally appeared ELPIDIA SAAVEDRA, Mayor of the City of Toppenish, Washington, to me known to be the individual described herein and who executed the within instrument, and acknowledged that she signed and sealed the same as the free and voluntary act and deed of the CITY OF TOPPENISH, for the purposes and uses therein mentioned, and on oath stated that she was duly authorized to execute said document.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
Notary Public, in and for the State of
Washington, residing at ____________
My commission expires: ___________

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-118

Meeting Date:	November 10, 2025
Subject:	AB 25-118: [Proposed] Resolution No. 2025-85, Attachment A of the Inter Local Agreement (ILA) with Yakima County for Inmate Housing
Attachments:	1. Resolution No. 2025-85, YCDOC 2026 Daily Rate Increase 2. YCDOC Attachment A 2026 Rate Sheet
Presented By:	Joseph Mehline, Public Safety Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City contracts for corrections/detention services through an Interlocal Agreement (ILA) with the Yakima County Department of Corrections (YCDOC). YCDOC has prepared and presented Attachment A to the original contract to increase the per-day rate from $119.29 to $122.87 per day per inmate and $161.03 to $165.86 for intensive management inmates who have serious medical, mental health, or behavioral conditions that require special housing or treatment. This is an increase of 3%.

Pursuant to the current Inmate housing Agreement, Yakima County reserves the right to increase the daily rate with the understanding that they will provide Toppenish Police Department ninety (90) days' written notification prior to said increase.

Based on the proposed costs for goods and services, as well as increased personnel costs, staff recommends that the City Council approve the proposed Resolution No. 2025-84.

Fiscal Impact:

YCDOC Inmate Housing included in the 2026 Budget.

Recommendation:

Approve Resolution No. 2025-85, authorizing the City Manager to execute Attachment A to the ILA with the Yakima County Department of Corrections for the Housing of Inmates.

Alternatives:

RESOLUTION NO. 2025-85

A RESOLUTION APPROVING THE ATTACHMENT A TO THE INTERLOCAL AGREEMENT BETWEEN THE YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND THE CITY OF TOPPENISH, WASHINGTON, FOR THE HOUSING/DETENTION OF INMATES

WHEREAS, Chapter 39.34.180 of the Revised Code of Washington (RCW) requires that the City is responsible for the incarceration of misdemeanor and gross misdemeanor offenses committed by adults in the City's jurisdiction, and

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

WHEREAS, the City of Toppenish and its Police Department wish to utilize the Yakima County Department of Corrections for the custody of prisoners arrested by the Toppenish Police Department, and

WHEREAS, the Yakima County Department of Corrections is willing to continue to make its jail facility available for use by the Toppenish Police Department with an inmate housing rate increase of 3%,

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

Section 1. Approval: The City Manager is hereby authorized, empowered, and directed to execute an Amendment to the Interlocal Agreement Between the Yakima County Department of Corrections and the City of Toppenish, Washington, for the Housing/Detention of Inmates incorporating Attachment A on behalf of the City of Toppenish.

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 November 10, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

Attachment A

YAKIMA COUNTY
LOCAL INMATE HOUSING AGREEMENT – 2026 Rate Sheet effective – February 1st, 2026

Detention/Correction Rates:
Daily Housing:

In consideration of Yakima County's commitment to house City Inmates, the City/County shall pay the County a base rate of **$122.87** per day per inmate.

Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by the County will be housed at a rate of **$165.86.**

Set Bed Agreement:
Due to a limited amount of space, should your agency wish to guarantee a certain number of beds, a set bed agreement can be initiated.

YAKIMA COUNTY
DEPARTMENT OF CORRECTIONS
111 North Front Street Yakima, Washington 98901 (509) 574-1700

October 28th, 2025

Chief Joseph Mehline
Toppenish Police Department
516 West 2nd Avenue
Toppenish, WA 98948

RE: 2026 Daily Rate Increase Notification

Dear Chief Mehline:

This letter will serve as your official written notification of our inmate housing rate increase of 3% effective **February 1st, 2026**.

This rate increase is primarily due to our increased operating costs.

Please see attached the Detention/Corrections rate sheet that has been established for 2026. Pursuant to the current Inmate Housing Agreement, Yakima County reserves the right to increase the daily rate with the understanding that they will provide your agency ninety (90) days written notification prior to said increase.

Upon review, please do not hesitate to contact me if you have any questions. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

We look forward to our continued success working together to meet your inmate housing needs.

Respectfully,

Jeremy Welch, Director
JW:sb

C: Board of County Commissioners
Contract Notebook

RECEIVED
NOV - 4 2025