CITY OF TOPPENISH

City Council Regular Meeting Agenda

November 24, 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. **Employee Recognition**

   a. Swearing in of Police Officer Nune Angel.

4. **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.

5. **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 November 10, 2025, Regular Meeting.

   b. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of $315,390.27 dated November 21, 2025.

   c. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of $539,892.89 dated November 24, 2025.

6. **Public Hearing**

   a. AB 25-119: Public Hearing for 2026 Preliminary Budget. Receive Staff Presentation and Public Comments on Proposed 2026 Preliminary Budget.

7. **Old Business**

   a. AB 25-110: Utility Rates.

8. **New Business**

   a. AB 25-120: [Proposed] Resolution No. 2025-86, Inter-local Agreement with Yakima County Technology Services.

b. AB 25-121: [Proposed] Resolution No. 2025-87, Approving Change Order No. 2 for the Rentschler Lane Improvement Project.

c. AB 25-122: [Proposed] Resolution No. 2025-88, Amending Task Order No. 2025-03 for Expanded Construction Administration.

d. AB 25-123: [Proposed] Resolution No. 2025-89, Approving Contract with RH2 Engineering, Inc. for Water Comprehensive Plan Services.

e. AB 25-124: [Proposed] Resolution No. 2025-90, Approving Change Order No. 1 for Storage of Biosolids Equipment.

f. AB 25-125: [Proposed] Ordinance No. 2025-16, Creating TMC 17.64.050 Residential On-Site Parking Maximums.

9. Council Meeting Reports and Community Announcements

10. Adjournment

Next Council Meeting Will Be Held on December 1, 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.

City of Toppenish Police Department

OATH OF OFFICE

*I, **Nune Angel,** do solemnly swear, that I will support and defend the Constitution of the United States, and the Constitution of the State of Washington against all enemies, foreign and domestic; that I will bear true allegiance to the Constitution of the United States, to the State of Washington and to the statutes and ordinances of the City of Toppenish. I further solemnly swear that I will diligently discharge all orders and directions of the present, or future, Public Safety Director and other superior officers appointed over me according to the rules and regulations of the City of Toppenish Police Department.*

I further solemnly swear that I will serve honestly and faithfully in the performance of my duties as a police officer and will accept my commission as a symbol of authority and a mark of service to the people of this community.

Signed: ____ *Date: November 24, 2025*

Subscribed and sworn to before me this 24th day of November, 2025.

____

Heidi Riojas, CMC, City Clerk

TOPPENISH CITY COUNCIL
Regular Meeting Minutes
November 10, 2025

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

ROLL CALL

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

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

Councilmember Prieto Duval moved, seconded by Councilmember Garza to excuse Councilmembers Garcia and Sanchez from the November 10, 2025, Regular Meeting. Motion carried unanimously.

APPROVE AGENDA

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

PUBLIC COMMENT

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

CONSENT AGENDA

Councilmember Garza moved, seconded by Councilmember Prieto Duval to approve Consent Agenda items a through e:

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.

Motion carried unanimously.

PUBLIC HEARING

Public Hearing for 2026 Revenues and Property Tax Levy. Receive Staff Presentation and Public Comments on Proposed 2026 Revenues and Property Tax Levy.

Mayor Saavedra opened the public hearing at 7:04 p.m.

FD Vaughn reported that the public hearing was to provide the revenue estimates for the 2026 Budget. He noted that the proposed revenues for all funds consist of various revenue sources which include Property, Sales, and Utility Taxes, as well as Charges for Services. He further noted the total projected revenues to be $16,481,933.

FD Vaughn reported that the 2026 Budget includes an allowable 1% increase or $9,353.86 in Ad Valorem Taxes, better known as Property Taxes.

There being no comments from the public, Mayor Saavedra closed the public hearing at 7:09 p.m.

OLD BUSINESS

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.

Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Resolution No. 2025-79. Motion carried unanimously.

NEW BUSINESS

Mayor Saavedra Read Ordinance No. 2025-15 Into the Records: 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.

Councilmember Prieto Duval moved, seconded by Mayor Pro Tem Belton to adopt Ordinance No. 2025-15. Motion carried unanimously.

Resolution No. 2025-80: A Resolution Designating the 2026 Official Newspaper.

Councilmember Prieto Duval moved, seconded by Councilmember Garza to approve Resolution No. 2025-80. Motion carried unanimously.

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.

Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Resolution No. 2025-81. Motion carried unanimously.

Resolution No. 2025-82: A Resolution of the City of Toppenish, Washington Authorizing Procurement of a Headworks Screen for the Wastewater Treatment Plant.

Councilmember Prieto Duval moved, seconded by Mayor Pro Tem Belton to approve Resolution No. 2025-82. Motion carried unanimously.

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.

Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Resolution No. 2025-83. Motion carried unanimously.

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.

Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Resolution No. 2025-84. Motion carried unanimously.

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.

Councilmember Garza moved, seconded by Councilmember Prieto Duval to approve Resolution No. 2025-85. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

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

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:37 p.m.

____
ELPIDIA SAAVEDRA, MAYOR

____
HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 11/1-11/15, 2025

Description	Payment Type	Payment Number	Amount
ACH Payroll 11/1-11/15, 2025	Bank Draft	ACH Payroll	$136,314.26
Benefits Only	Regular	38052-38056	$0.00
City of Toppenish - Longevity	Regular	38057	$385.00
IAFF-MERP Trust Office	Regular	38058	$375.00
Teamsters Local 760	Regular	38059	$984.00
Toppenish Police Officer Association	Regular	38060	$735.00
Treasurer IAFF #2328	Regular	38061	$326.00
United Way Of Yakima Co.	Regular	38062	$3.00
Vimly Benefit Solutions, Inc.	Regular	38063	$97,518.97
Washington Teamsters Welfare Trust	Regular	38064	$2,201.60
Aflac (EFT)	Bank Draft	DFT0000239	$17.94
Aflac (EFT)	Bank Draft	DFT0000240	$112.68
MissionSquare (EFT)	Bank Draft	DFT0000241	$4,309.51
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000242	$1,615.07
Dept of Retirement Systems (EFT)	Bank Draft	DFT0000243	$19,950.94
Internal Revenue Service (EFT)	Bank Draft	DFT0000244	$48,898.78
WCIF - PD Dental & Vision (EFT)	Bank Draft	DFT0000245	$1,642.52
	Grand Total		**$315,390.27**

Payroll Checks

Payroll Checks 38052-38064 and Electronic Transfers DFT0000239-DFT0000245.

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 21, 2025

Date

Accounts Payable Check Register November 2nd Council Period				
Description	**Payment Type**	**Payment Number**		**Amount**
Ryan Castaneda	Regular	38050	$	340.00
Yakima County Clerk	Regular	38051	$	290.00
ADT Security Services, Inc.	Regular	38065	$	95.02
Amazon Capital Services	Regular	38066	$	175.40
Anatek Labs, Inc.	Regular	38067	$	535.00
BNSF Railway Company	Regular	38068	$	5,051.85
Cascade Natural Gas Corp.	Regular	38069	$	132.57
CDW Government	Regular	38070	$	840.67
CenturyLink	Regular	38071	$	22.77
Chandler Distributing Co. Inc.	Regular	38072	$	1,829.63
Charter Communications	Regular	38073	$	615.00
Chervenell Construction	Regular	38074	$	900.00
Cintas Corporation #605	Regular	38075	$	193.37
City of Sunnyside - Finance Dept.	Regular	38076	$	45,991.97
CKJT Architects, pllc	Regular	38077	$	5,905.00
Coastal Farm and Home Supply	Regular	38078	$	103.96
Connetix Engineering, Inc.	Regular	38079	$	1,408.41
Correct Equipment, Inc.	Regular	38080	$	100.44
Daniel B. Heid	Regular	38081	$	14,870.00
EarthCam, Inc.	Regular	38082	$	375.00
HLA Engineering and Land Surveying, Inc.	Regular	38083	$	201,873.58
Howard's Tire Factory Inc	Regular	38084	$	733.17
Intermedia.net Inc.	Regular	38085	$	19.98
Intermountain Cleaning Service, Inc.	Regular	38086	$	242.37
Interwest Construction, Inc.	Regular	38087	$	162,141.91
James Andrews	Regular	38088	$	3,000.00
Jatheon Technologies Inc.	Regular	38089	$	2,549.07
Jessie Chavez	Regular	38090	$	900.00
Lab Test	Regular	38091	$	125.00
Mobile Modular	Regular	38092	$	16,061.98
Morton & Sons, Inc.	Regular	38093	$	50.39
Northstar Clean Concepts - Hotsy	Regular	38094	$	6,340.30
Northwest Code Professionals	Regular	38095	$	8,454.95
One Call Concepts, Inc.	Regular	38096	$	111.20
One.7, Inc	Regular	38097	$	9,494.28
Racom Corporation	Regular	38098	$	3,112.20
SHC Medical Center Toppenish	Regular	38099	$	164.50
Sunnyside Sun Media LLC	Regular	38100	$	364.50
TK Elevator Corporation	Regular	38101	$	2,974.32
TransUnion Risk and Alternative Data Solutions, Inc.	Regular	38102	$	274.34
Trojan Technologies	Regular	38103	$	345.19
Tyler Technologies Inc.	Regular	38104	$	1,174.51
US Bank Safekeeping	Regular	38105	$	62.00
Verizon Wireless	Regular	38106	$	1,585.89
VESTIS	Regular	38107	$	48.63
Washington Cities Insurance Authority	Regular	38108	$	100.00
Washington State Auditor's Office	Regular	38109	$	2,990.65
Washington State Patrol	Regular	38110	$	24.00
Washington State Treasurer	Regular	38111	$	2,062.95
Weinmann, Gene E.	Regular	38112	$	2,034.93

Workhub Software Inc.	Regular	38113	$	42.00
Yakima County Financial Services	Regular	38114	$	639.10
Yakima County GIS	Regular	38115	$	95.00
Yakima County Treasurer	Regular	38116	$	34.89
Yakima Humane Society	Regular	38117	$	2,030.00
Yakima Regional Clean Air Agency	Regular	38118	$	1,197.50
Yakima Waste Systems, Inc.	Regular	38119	$	47.90
Pitney Bowes, Inc.	Bank Draft	DFT238	$	2,500.00
Washington State Department of Revenue	Bank Draft	DFT246	$	23,571.87
Heritage Bank	Bank Draft	DFT247	$	541.78
	Grand Total		**$**	**539,892.89**

Payroll Checks

Accounts Payable Checks 38050-38051, 38065-38119 and Electronic Transfers DFT238, and DFT246-DFT247.

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

11/21/2025
Date

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-119

Meeting Date: November 24, 2025

Subject: AB 25-119: Public Hearing for 2026 Preliminary Budget. Receive Staff Presentation and Public Comments on Proposed 2026 Preliminary Budget.

Attachments: 1. 2026 Preliminary Budget Notice

Presented By: Adam Vaughn, Finance Director

Approved for Agenda By: Dan Ford, City Manager

Discussion:

The statutes governing budgets for cities and towns (RCW 35.33.057; 35.34.090(2); 35A.33.055; 35A.34.090(2)) require that they must hold public hearings on the preliminary budget prior to the hearing on the final budget.

The 2026 Preliminary Budget sets forth the complete financial program, showing expenditures proposed for each department and the sources of revenues by which those expenditures will be financed.

2026 Projected Revenues: City staff has prepared and presented to Council for consideration the 2026 Preliminary Budget using the estimated revenues below.

	Proposed Total 2026	**% of Revenue w/o fund balance**
308 - Beginning Fund Balance	10,769,413	
310 - Taxes	6,322,095	38.36%
320 - Licenses & Permits	146,680	0.89%
330 - Intergovernmental	582,424	3.53%
340 - Charges for Services	8,193,046	49.71%
350 - Fines & Forfeitures	59,842	0.36%
360 - Miscellaneous	455,306	2.76%

Revenues		
380 - Non Revenues	78,549	0.48%
390 - Other Financing	643,992	3.91%
Total Revenues:	16,481,933	100.00%
Total All Revenues:	**27,251,346**	

2026 Projected Expenditures: City staff has prepared and presented to Council for consideration the 2026 Preliminary Budget using the estimated spending plan below.

EXPENDITURES:	**Proposed Total 2026**	**% of Expenditure w/o fund balance**
00-Fund Balance	9,896,529	
10-Salaries & Wages	4,777,466	27.53%
20-Benefits & Personnel Costs	2,014,986	11.61%
30-Supplies	690,400	3.98%
40-Services	7,555,809	43.54%
60-Capital Purchase/Projects	165,000	0.95%
70- Debt Service	1,238,583	7.14%
80-Non Expenditures	157,842	0.91%
90-Transfers Out	754,730	4.35%
Total Expenditures:	17,354,816	100.00%
	-	
Total All Expenditures:	**27,251,346**	

The overall non-fund balance expenditures increased 2.1% from the adopted 2025 operating budget.

Fiscal Impact:

Recommendation:
Receive public input regarding the 2026 Preliminary Budget.

Alternatives:

CITY OF TOPPENISH

21 West 1st Avenue
Toppenish, WA 98948

CITY OF TOPPENISH
NOTICE

NOTICE IS HEREBY GIVEN that the 2026 Preliminary Budget has been filed with the City Clerk. Copies of the Preliminary Budget will be available to the public beginning on November 21, 2025, at City Hall, 21 West First Avenue, Toppenish, WA 98948.

CIUDAD DE TOPPENISH
AVISO

POR MEDIO DE LO PRESENTE SE AVISA que el Presupuesto Preliminar para el año 2026 se encuentra archivado con el Secretario de la Ciudad. A partir del 21 de noviembre, 2025, en el Ayuntamiento de la Ciudad, 21 West First Avenue, Toppenish, WA 98948, habrá copias del Presupuesto Preliminar disponibles para el público.

Heidi Riojas

Heidi Riojas, CMC
City Clerk

PUBLISH:
Sunnyside Sun: November 5, 2025

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-110

Meeting Date:	November 24, 2025
Subject:	AB 25-110: Utility Rates.
Attachments:	1. Rates
Presented By:	Adam Vaughn, Finance Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:
Director Vaughn will present on the 2026 Utility Rates. At this time, staff does not recommend a rate increase; however, there are a number of options to consider for how to approach the rates in 2026. This presentation will help to clarify what the Utility Tax does, and how it impacts the fund as a whole.

Fiscal Impact:

Recommendation:

Alternatives:

2026 Utility Rates

Utility Tax

- Tax on Gross Revenues of the Utility (Water, Wastewater, Solid Waste)

- Total Gross Revenues * Tax Rate = Utility Tax
- 2025 Water Fund Budget Example
  - $2,897,951 x 29% = $840,405.79

Rate * number of users = Total Revenue

Example 1

- $100 * number of users = $2,897,951 (2025 Budget)
  - Utility Tax - $2,897,951 x 29% = **$840,406**

Example 2

- $95 * number of users = $2,753,053 (5% rate reduction)
  - Utility Tax - $2,753,053 x 29% = $798,385

  OR

  - Utility Tax - $2,753,053 X 30.5% = **$840,406**

Total Gross Revenues * Tax Rate = Utility Tax

29% Utility Tax

- Rate * number of users = Total Revenue

$2,897,951 * 29% = **$840,406**

39% Utility Tax

- Rate * number of users = Total Revenue

$2,897,951 * 39% = **$1,130,201**

Utility Tax does not change rates

29% Utility Tax

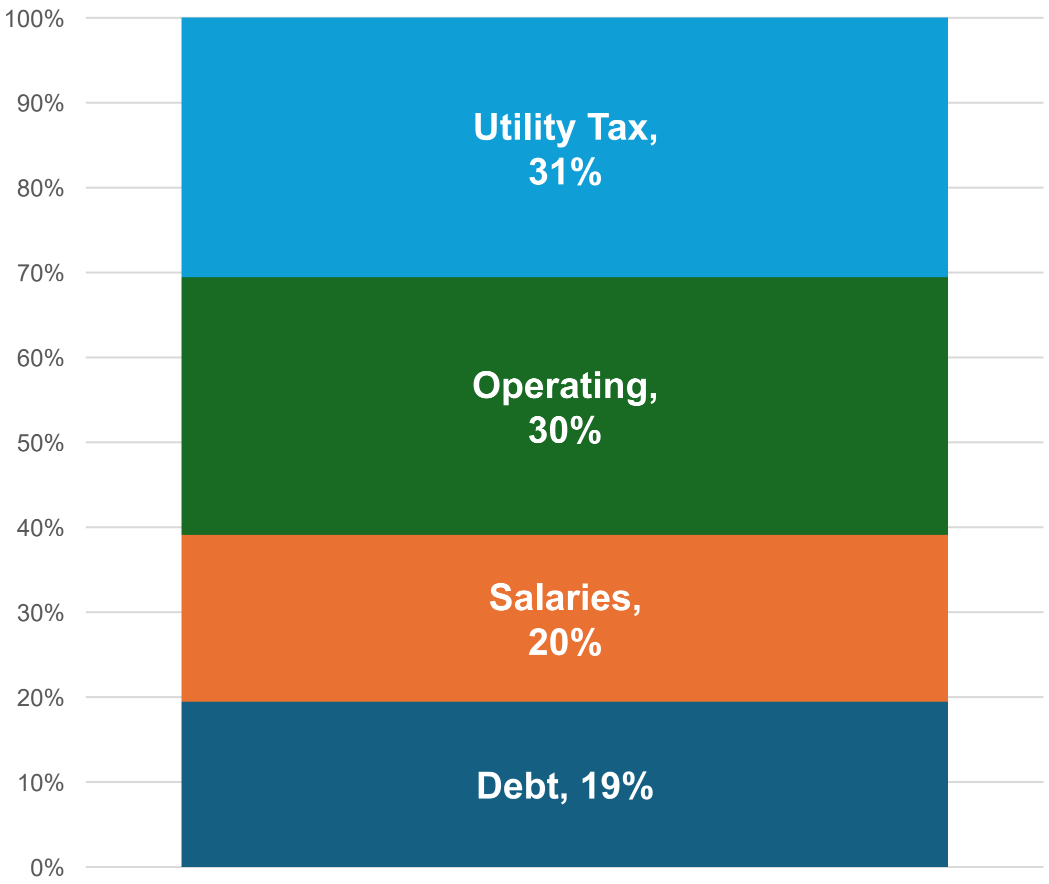
- $840,406
- Total Expenditures = $2,752,389.70

39% Utility Tax

- $1,130,201
- Total Expenditures = $3,042,184.59

Utility Tax does affect Total Expenditures

2026 Expenditure Budget Water



- Total Current Budget $2,752,390
- Total Revenue with Current Rates $2,926,167

$173,778

Options

- Option 1 – Increase Utility Tax
  - Lower the General Fund deficit by $173,378 by increasing the Utility Tax to 35%
- Option 2 – Lower Rates/Increase Utility Tax
  - Lower the total revenue in the water fund by lowering the rates for rate payers by 3%, while increasing the Utility Tax by 2% to maintain General Fund Tax revenue
- Option 3 – Build Fund Balance for Cash Funding Future Capital Projects
  - Leave the surplus as is, in anticipation of the completion of the City's Water Plan which will identify Capital needs that have been neglected for at least 10 years

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-120

Meeting Date:	November 24, 2025
Subject:	AB 25-120: [Proposed] Resolution No. 2025-86, Inter-local Agreement with Yakima County Technology Services.
Attachments:	1. Resolution No. 2025-86 YC IT Services 2026 2. YC IT Services ILA with TPD 2026-029
Presented By:	Joseph Mehline, Public Safety Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City currently partners with Yakima County Technology Services to provide necessary IT services to the Toppenish Police Department. The inter-local agreement outlines the services provided, which include application support, internet access, and Absolute Secure Access (required software for patrol vehicle mobile data computers, commonly referred to as MDC's).

Once signed, the inter-local agreement remains in force for a period of one (1) year. Rates are reviewed and adjusted annually.

With the transition from Sunnyside Dispatch to SunComm, the IT Services decreased in 2026 from $8,471.69 to $6,433.90, a savings of 24.05% from 2025.

Fiscal Impact:

2026 Budgeted Yakima County IT Services $6,433.90.

Recommendation:

Motion to approve Resolution No. 2025-86 authorizing the City Manager to sign the Inter-Local Agreement with Yakima County Information Technology Services for law enforcement IT Services.

Alternatives:

RESOLUTION NO. 2025-86

A RESOLUTION APPROVING AN AMENDMENT TO THE INTER-LOCAL AGREEMENT BETWEEN YAKIMA COUNTY INFORMATION TECHNOLOGY SERVICES AND THE TOPPENISH POLICE DEPARTMENT RELATING TO LAW ENFORCEMENT INFORMATION TECHNOLOGY SERVICES

WHEREAS, the City of Toppenish Police Department desires to continue its partnership with Yakima County Technology Services for law enforcement information technology services, and

WHEREAS, the City of Toppenish Police Department and Yakima County Technology Services wish to amend the Inter-Local Agreement for law enforcement information technology and data storage, retention, and support services.

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

The Inter-Local Agreement between Yakima County Technology Services and the City of Toppenish Police Department relating to law enforcement technology services, has been heretofore approved and the City Manager is authorized and directed to execute said agreement on behalf of the City of Toppenish, in care of the Toppenish Police Department.

<u>Section 1. Approval</u>: 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.

<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 24, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____

DANIEL B. HEID, City Attorney

TECHNOLOGY

COMMITMENT • SERVICE • EXCELLENCE

YAKIMA COUNTY

SERVICES

Yakima County Information Technology Services

Yakima County Information Technology Building
217 North 1st Street
Yakima, WA 98901
Phone: (509)574-2000 - FAX: (509)574-2001
Internet: www.co.yakima.wa.us

INTER-LOCAL AGREEMENT

Yakima County Information Technology Services	Agency	Toppenish Police Department
217 N First Street	Street Address	220 W. 2nd Avenue
Yakima, WA 98901	City, State, Zip	Toppenish, WA 98948

1. Purpose

This Inter-Local Agreement Number, 2026-029 (ILA) is executed by Yakima County Information Technology Services (YCITS) and Toppenish Police Department. This ILA sets forth the obligations of the parties with respect to YCITS' provision of business related technology services. Toppenish Police Department will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect for one year (January 1, 2026 through December 31, 2026). Renewal will occur upon customer signing a new Inter-Local Agreement Attachment C: Service Locations and Costs form which the county will send out yearly. The attachment C renewal form will include any price changes.

This Agreement will not be in effect during any period of interruption to YCITS' processing capability which is caused by a disaster, as declared by the Director of YCITS.

3. Scope of Agreement

The scope of this agreement includes the Inter-Local Agreement and Attachment A: Terms of Service Services, Locations and Costs, Attachment B: Disclosure, and Attachment C: Services, Locations and Costs.

All information and data produced by and for the customer is the property of the customer who is solely responsible for its stewardship, retention and production, according to the applicable laws and statutes of the State of Washington. Data and information will be made available to the customer in an agreed to form suitable to migration, should this ILA be terminated.

4. Service Costs, Billing and Termination Liability

The customer agrees to pay YCITS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2026 fiscal year are listed in Attachment C.

YCITS will bill the customer: Annual ☒ Monthly ☐ Quarterly ☐

for these services, with billing commencing on the date of acceptance of services to that site. Recurring yearly costs for services are recalculated each year. By signing attachment C yearly, the customer agrees to pay for services at that year's prices.

Customer agrees to pay any termination liability assessed by a third party vendor on YCITS.

5. Information Technology Services Help Desk

The YCITS Help Desk is staffed 8 hours per day, 5 days a week. The Help Desk telephone number is 509-574-2000.

There may be some shifts during normal business hours when a technician is not immediately available. If the phone is busy or if the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message.

Helpdesk tickets can also be created by sending an email with a description of the problem in the body of the email to TS-Help@co.yakima.wa.us .

6. Network Maintenance

YCITS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

7. Problem Management

Problem Reporting

The YCITS Help Desk will collect information from the customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

a. name of person reporting problem
b. return call telephone number
c. person and location experiencing the problem
d. description of the problem
e. when the problem started

The YCITS Help Desk typically refers problem tickets to technicians, during working hours, within ½ hour of initial receipt of the problem report. All requests for service should be routed through the County help desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature may be addressed after hours when approved by YCITS.

Problem Resolution

A problem will be considered resolved when the service becomes fully functional again and service performance is acceptable to the customer.

8. Inter-local Agreement Changes

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA. No modifications will be effective until they are attached to the Inter-Local Agreement and mutually executed by both parties.

9. Authorization/Acceptance

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCITS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

10. Contact Information

ILA management and correspondence regarding this ILA should be directed to:

Customer Contact		YCITS Contact	
Name	Joseph Mehline	Name	Dale Panattoni
Agency Name	Toppenish Police Department	Agency Name	Yakima County Information Technology Services
Street Address	220 W. 2nd Avenue	Street Address	217 N. First Street
City, State, Zip	Toppenish, WA 98948	City, State, Zip	Yakima WA 98901
Phone:	509 865-1629	Phone:	509-574-2005
Email:	Joseph.Mehline@cityoftoppenish.us	Email:	dale.panattoni@co.yakima.wa.us

Here is the list of address of all servicing location (s).

Servicing Location (s) Address:	
1	516 W. 2nd Avenue Toppenish, WA 98948

Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

Technical Customer Contact	
Name	Van Donley
Position	IT Manager
Telephone	509 854-4292
Alternate Phone:	509 865-4500
Email:	van.donley@cityoftoppenish.us

Please provide the point of contact for billing.

Billing Customer Contact	
Name	Adam Vaughn
Street Address	220 W. 2nd Avenue
City, State, Zip	Toppenish, WA 98948
Phone:	509 865-1632
Email:	Adam.Vaughn@cityoftoppenish.us

Attachment A
ILA Toppenish Police Department 2026-029

Terms of Service

1. **Ownership of equipment:**
    a. Customer will be the owner of all equipment
    b. County will be steward of all network equipment regardless of ownership.
2. **Purchase of equipment:**
    a. If owned by customer then customer must pay vendor in full
    b. If County owned County must pay and bill as appropriate
3. **Maintenance of equipment:**
    a. Maintenance will be defined as those activities required to keep the domain running at peak efficiency. This will include configuration, repair and troubleshooting.
4. **Administration of equipment:**
    a. County to administer domain operations
    b. Replacement funding
        i. If County owned, county responsibility
        ii. If customer owned, customer responsibility
    c. Administration costs
        i. Included in customer rates for normal administration
        ii. Billable for extraordinary operations
            1. Negotiated prior to operation taking place
            2. Billed at then current rates
5. **Specific deliverables:**
    a. Operations
        i. Yakima County agrees to provide all services listed in Attachment C on a best effort basis. Yakima County maintains emergency outage protocols, alternate network pathways and spare equipment but does not guarantee operational uptime or speed of data transmission.
        ii. The customer agrees to provide a list of persons authorized to approve operational changes in services to include user accounts, security settings, for additions, modifications and deletions.
        iii. The customer agrees to provide a mutually agreed upon individual contact for service delivery issues.
        iv. The customer agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
        v. The customer agrees to provide a site location acceptable to the County for placing Yakima County equipment related to the delivery of services provided for in this agreement.
        vi. Virus protection will be purchased by the customer, installed at the computer level and the customer's responsibility to keep virus definition files updated to the latest version. It shall be the responsibility of the County to keep the virus definition files updated to the latest version, if said service is contracted with the county.
        vii. County and the customer agree to cooperate together in good faith to accomplish operational goals that benefit the customer and County constituents.

6. **Administration**

a. Inform County Information Technology Services Admin regarding any changes of status in writing

   i. Email will work as long as it has all of the required elements.

      1. What is changing
      2. When is it scheduled to change
      3. Who will be affected
      4. How will they be affected
      5. Who will make the change
      6. Why is change necessary
      7. How long will the change take
      8. CC will be sent to all persons for all changes.

b. Hours of operations

Normal Business hours:	8:00 AM to 5:00 PM Monday through Friday
Critical business hours:	To be determined with customer

c. Troubleshooting after business hours

   i. Call Out

      1. Specific procedures will be provided to the customer in writing
      2. Updates will be provided by County as necessary
      3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.

   ii. Response time window

      1. 30 Minutes from time of initial call to first returned call
      2. Subsequent actions will be based upon Yakima County's priority matrix which will be provided to the customer.

   iii. Response procedures will be provided to the customer in writing and updated as necessary by County

   iv. Troubleshooting by County that is found to be caused by the customer will be reimbursed at the customer's expense.

   v. Mileage will be charged and reimbursed at current county rate, if appropriate.

   vi. Access to the customer's facilities and equipment to be ensured by the customer.

   vii. Hourly charge for a call out outside of normal business hours is identified in Attachment C.

Attachment B
ILA Toppenish Police Department 2026-029

Disclosure

1. Nondisclosure of Confidential and Personal Information

Yakima County acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, or other state or federal statutes ("confidential information"). Confidential information includes, but is not limited to, names, addresses, Social Security numbers, financial profiles, credit card information, driver's license numbers, medical data, agency source code or object code, agency security data, etc or information identifiable to an individual that relates to any of these types of information. Yakima County agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this contract, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without purchaser's express written consent or as provided by law unless such disclosure is required by law. Yakima County agrees to release such information or material only to employees or subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by purchaser. Yakima County agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "protected health information" (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals' social security numbers collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. Yakima County must comply with all HIPAA requirements and rules when determined applicable by the purchaser. If purchaser determines that (1) purchaser is a "covered entity" under HIPAA, and that (2) Yakima County will perform "business associate" services and activities covered under HIPAA, then at purchaser's request, Yakima County agrees to execute purchaser's business associate contract in compliance with HIPAA.

Yakima County shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

Yakima County and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and demand for return of all personal information. Yakima County agrees to indemnify and hold harmless the State of Washington and the purchaser for any damages related to both: (1) Yakima County's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Yakima County's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

2. Compelled Disclosure of Information

Notwithstanding anything in the foregoing to the contrary, Yakima County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Yakima County promptly notifies, to the extent practicable, the customer in writing of such demand for disclosure so that the customer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the information; provided that Yakima County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. Yakima County agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the customer with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the customer is unable to obtain or does not seek a protective order and Yakima County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

3. Public Information Requests

a. The customer will be responsible for providing the tools to recover email for a public information request.
b. The County will install and maintain those tools as a part of the process of supporting the customer's email system.
c. The customer will be responsible for using those tools to recover email for a public information request.
d. Customer agrees that fulfillment of a Public Information Request will result in addition hourly costs at the current hourly rate.

IN WITNESS WHEREOF, the parties have executed this Inter-local Agreement.

APPROVED Yakima County Information Technology Services	APPROVED City of Toppenish
_____________________ *Signature* Dale A. Panattoni, Director	_____________________ *Signature* Dan Ford, City Manager
_____________________ *Date*	_____________________ *Date*

Attachment C

ILA - Toppenish Police Department 2026-029

Services, Locations, and Costs

Annual Cost of Services Provided to Customer
by Yakima County
Prepared On: 11-7-2025

Description Of Services Offered	Quantity	Unit Cost	Annual Cost
Datacenter Rack Space			
Rack space - full rack	0	$ 10,694.25	$ -
Rack space - 1/3 rack (14u)	0	$ 4,189.50	$ -
Rack space - per U	0	$ 336.00	$ -
Dedicated Internet Access			
Dedicated Internet Access (10Mbps). Includes static IP /29 (5	0	$ 1,320.00	$ -
Dedicated Internet Access (25Mbps). Includes static IP /29 (5	0	$ 2,310.00	$ -
Dedicated Internet Access (50Mbps). Includes static IP /29 (5 addresses). Circuit ID: INT523	1	$ 3,850.00	$ 3,850.00
Dedicated Internet Access (100Mbps). Includes static IP /29 (5	0	$ 5,492.00	$ -
Dedicated Internet Access (500Mbps). Includes static IP /29 (5	0	$ 11,000.00	$ -
Dedicated Internet Access (1Gbps). Includes static IP /29 (5	0	$ 13,750.00	$ -
Static IP Address	0	$ 240.00	$ -
Dedicated Ethernet Access			
Dedicated Ethernet 10 Mbps. Circuit ID: ETH266.3 (Sunnyside to Toppenish Water Tower for Police Dispatch)	1		
Dedicated Ethernet 25 Mbps.	0	$ 4,620.00	$ -
Dedicated Ethernet 100 Mbps.	0	$ 15,400.00	$ -
Dedicated Ethernet 500 Mbps.	0	$ 19,800.00	$ -
Dedicated Ethernet 1Gbps.	0	$ 22,440.00	$ -
E-Mail Licensing			
Email Administration (1-5 mailboxes). Not to exceed 8 hours/year	0	$ 517.50	$ -
Email Administration (6-15 mailboxes). Not to exceed 16 hours/year	0	$ 1,035.00	$ -
Email Administration (16-30 mailboxes). Not to exceed 24 hours/year	0	$ 1,552.50	$ -
Email Administration (31-50 mailboxes). Not to exceed 32 hours/year	0	$ 2,070.00	$ -
FireEye email protection	0	$ 31.78	$ -
Microsoft Email license - E2 Includes MFA, EMS, and P2 licenses	0	$ 196.00	$ -
Application Licensing			
MS Project 3	0	$ 360.00	$ -
MS PowerBI License	0	$ 203.06	$ -
Backup Administration	0	$ 517.50	$ -
Beast licensing by Porter Lee	0	$ 1,076.35	$ -
Beast Support	0	$ 947.60	$ -
Data Storage Backup - per Tb	0	$ 50.00	$ -
Dedicated Virtual Server	0	$ 2,060.00	$ -

Desktop Support	0	$	1,165.18	$	-
Desktop Telephone	0	$	575.00	$	-
Duo	21	$	29.46	$	618.66
Firewall setup, maintenance, and operations	0	$	517.50	$	-
Malware Bytes	0	$	24.62	$	-
MDT Support	0	$	517.50	$	-
Microsoft desktop software license - E3/G3	0	$	444.34	$	-
Netmotion Vendor Support	18	$	109.18	$	1,965.24
Ricoh AX	0	$	105.55	$	-
Ricoh Kofax	0	$	61.15	$	-
Security Cameras Software license	0	$	9.17	$	-
Server Support	0	$	1,552.50	$	-
Smartnet for Cisco	0	$	123.60	$	-
Veeam Backup license	0	$	66.05	$	-
Workday ERP License	0	$	726.87	$	-
	Total			**$**	**6,433.90**

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at $200/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. YCITS has the right to decline any work requests not listed in this agreement. Accepted requests made by the customer to YCITS for items not listed in this agreement will be charged at $150/hour at quarter hour increments for services provided during working hours. Outside normal business hours will be charged $200/hour in quarter hour increments, with a minimum one hour charge. Other services and support may be negotiated upon request.

APPROVED
Yakima County Information Technology

Signature
Dale A. Panattoni, Director

Date

APPROVED
Toppenish Police Department

Signature
Dan Ford, City Manager

Date

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-121

Meeting Date:	November 24, 2025
Subject:	AB 25-121: [Proposed] Resolution No. 2025-87, Approving Change Order No. 2 for the Rentschler Lane Improvement Project.
Attachments:	1. Resolution No. 2025-87 Approving Change Order No. 2 for Rentschler Lane 2. 2025-11-19 - 25098 - CO2 - Added Improvements & Project Quantity Reconciliation
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish is under contract with Interwest Construction to complete the Rentschler Lane Improvements project. The construction bid came in below the available SIED funding. To maximize the public benefit of the SIED investment and avoid leaving unutilized grant funding, the City determined it was in the City's best interest to extend the roadway and water improvements along Rentschler Lane as far as feasible within the available budget. These extended improvements have overrun the quantities of the original bid. Change Order No. 2 will reconcile quantities under Schedules A Roadway Improvements and B Water Improvements, which will be paid at the original contract unit bid prices.

The City also requested that the Contractor perform the water main tie-in at night to minimize service disruptions, which requires adding the Contractor's associated costs to Schedule B.

During construction, staff also identified the need to repair an existing sanitary sewer manhole on N. Meyers Road, including pavement restoration. This work will be added under Schedule A.

Change Order No. 2 also grants the Contractor three (3) additional working days.

With Change Order No. 2, the roadway and water improvements covered by the SIED-funded portion of the project remain within the available funding.

Fiscal Impact:

Work under Schedules A and B, with the exception of the manhole repair, will continue to be funded through the SIED grant. The manhole repair work will be paid for from the City's Sewer Fund.

Recommendation:
Approve Resolution 2025-87, authorizing the City Manager to sign Change Order No. 2 for Interwest Construction.

Alternatives:

RESOLUTION NO. 2025-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT WITH INTERWEST CONSTRUCTION INC.

WHEREAS, the City of Toppenish (City) and Interwest Construction Inc. entered into a construction contract for the Rentschler Lane Improvements project; and,

WHEREAS, the construction bid came in below the available SIED funding, and the City determined it was in the City's best interest to extend the roadway and water improvements along Rentschler Lane as far as feasible within the available budget; and,

WHEREAS, these extended limits require quantity reconciliation for quantity overruns under Schedules A and B of the original contract, using the original unit bid prices; and,

WHEREAS, the City also requested the water main tie-in be completed at night to minimize service disruptions, requiring the addition of associated costs under Schedule B; and,

WHEREAS, staff identified the need to repair an existing sanitary sewer manhole on N. Meyers Road, including pavement restoration, and this work will be added under Schedule A; and

WHEREAS, Change Order No. 2 grants the Contractor three (3) additional working days; and,

WHEREAS, the total project cost with Change Order No. 2 remains within the SIED funding available for the project.

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 Change Order No. 2 as set forth in the document attached hereto, marked as Exhibit 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 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

CHANGE ORDER NO. 02

DATE:	Wednesday, November 19, 2025
PROJECT OWNER:	City of Toppenish
PROJECT NAME:	Rentschler Lane Improvements
HLA PROJECT NO.:	25098C
CONTRACTOR:	Interwest Construction, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	$	216,787.60
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	$	250,182.49
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	$	55,264.28
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	$	305,446.77

Original Contract Working Days:	15
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):	17
Change in Contract Working Days due to this Change Order:	3
Revised Contract Working Days:	20

CONTRACTOR: ______________________________ Date: ______________

ENGINEER: ______________________________ Date: ______________

OWNER: ______________________________ Date: ______________

CHANGE ORDER NO. 02

DATE: Wednesday, November 19, 2025
PROJECT OWNER: City of Toppenish
PROJECT NAME: Rentschler Lane Improvements
HLA PROJECT NO.: 25098C
CONTRACTOR: Interwest Construction, Inc.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 02					
1	CO2 - SCH A - Minor Change - Increase Final Quantity	FA	-0.012314	$ 5,000.00	$ (61.57)
5	CO2 - Unclassified Excavation Incl. Haul - Increase Final Quantity	TON	110.9	$ 38.00	$ 4,214.20
6	CO2 - Crushed Surfacing Base Course - Increase Final Quantity	TON	249.7	$ 44.00	$ 10,986.80
7	CO2 - Crushed Surfacing Top Course - Increase Final Quantity	TON	84.2	$ 73.00	$ 6,146.60
8	CO2 - HMA Cl. 1/2-Inch PG 64H-28 - Increase Final Quantity	TON	11.82	$ 192.00	$ 2,269.44
13	CO2 - Select Backfill, as Directed - Reduce Final Quantity	CY	-32.6	$ 37.00	$ (1,206.20)
16	CO2 - SCH A - Landscape Restoration - Reduce Final Quantity	FA	-0.54468	$ 5,000.00	$ (2,723.40)
17	CO2 - Cement Conc. Traffic Curb and Gutter - Increase Final Quantity	LF	3	$ 65.00	$ 195.00
25	CO2 - SCH B - Minor Change - Increase Final Quantity	FA	1.130812	$ 2,500.00	$ 2,827.03
26	CO2 - Shoring or Extra Excavation - Increase Final Quantity	LF	80	$ 1.00	$ 80.00
27	CO2 - Select Backfill, as Directed - Increase Final Quantity	CY	0.4	$ 35.00	$ 14.00
28	CO2 - PVC Pipe for Water Main 12 In. Diam. - Increase Final Quantity	LF	80	$ 170.00	$ 13,600.00
35	CO2 - SCH B - Nighttime Water Tie In	LS	1	$ 5,729.31	$ 5,729.31
36	CO2 - SCH A - Manhole Repair and HMA Patching	LS	1	$ 9,803.40	$ 9,803.40

CHANGE ORDER NO. 02

DATE: Wednesday, November 19, 2025
PROJECT OWNER: City of Toppenish
PROJECT NAME: Rentschler Lane Improvements
HLA PROJECT NO.: 25098C
CONTRACTOR: Interwest Construction, Inc.

Schedule A SUBTOTAL	**$**	**29,624.27**
Tero Fee (3%):	**$**	**888.73**
Schedule A Total	**$**	**30,513.00**
Schedule B SUBTOTAL	**$**	**22,250.34**
Tero Fee (3%):	**$**	**667.51**
8.0% Sales Tax - Schedule B	**$**	**1,833.43**
Schedule B Total	**$**	**24,751.28**
CHANGE ORDER NO. 02 TOTAL:	**$**	**55,264.28**

Change Order No. 2 is being executed to reconcile the final quantities of work on the project in Schedules A and B, and compensate the Contractor for extended roadway and water improvements on Rentschler Lane. The additional roadway and water improvements work is being paid using the original contract unit bid prices as agreed upon by the Contractor, Engineer, and City. Schedule B is revised to include the additional costs required to perform the water main tie-in during night hours to avoid service disruptions.

Change Order 2 also compensates the Contractor for the sanitary sewer manhole repair and associated HMA patching on N. Meyers Road, which the City instructed to address a safety concern.

Three (3) additional working days are granted for Change Order 2.

This Change Order compensates the Contractor for all labor, equipment, materials, incidentals, and mobilization necessary to complete the additional improvements.

INTERWEST CONSTRUCTION INC.
609 North Hill Blvd., Burlington, WA 98233
360-757-7574 Phone - 360-757-6464 Fax

Summary of Additional Work
Time & Materials

Project Number	**Project Name**		**Client / General Contractor**
1520	RENTSCHLER LANE		HLA
Date of the Work	**Item Number**	**Item Name**	
November 10, 2025		Change order 003	

Description of Work Performed

12" Water Tie in- Night Work

Time Worked Record

Labor		Hours Worked						
Name of Workers	Occupation	Reg.	OT	DT	Reg. Rate	O.T. Rate	D.T. Rate	Amount
	Operator Foreman		7		$ 66.22	$ 115.16	$ 145.65	$ 806.11
	Equip Operator - Group 1		7		$ 60.20	$ 110.31	$ 139.20	$ 772.16
	Laborer - Group 5		7		$ 38.40	$ 84.14	$ 107.59	$ 588.97
TERO	Laborer - Group 3		14		$ 38.40	$ 81.39	$ 103.92	$ 1,139.45
								$ -
								$ -
								$ -
								$ -
					Labor Subtotal			$ 3,306.69
					Markup @ 31%			$ 1,025.07
					Labor Total			$ 4,331.76

Equipment		Hours Worked				
Equipment # / Type/Size		Reg.	Standby	Reg. Rate	SB Rate	Amount
8E315	15 Ton Excavator	7		$ 95.00	#N/A	$ 665.00
8lt1	1 Ton	7		$ 30.00	#N/A	$ 210.00
8lp1	Light plants	14		$ 20.00	#N/A	$ 280.00
						$ -
				Equipment Subtotal		$ 1,155.00
				Markup @ 21%		$ 242.55
				Equipment Total		$ 1,397.55

Materials						
Description	Supplier	Invoice	Quantity	Unit	Unit Price	Amount
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Materials Subtotal		$ -
				Markup @ 21%		$ -
				Materials Total		$ -

Subcontractor Work						
Description of Work	Subcontractor	Invoice	Quantity	Unit	Unit Price	Amount
						$ -
						$ -
						$ -
						$ -
						$ -
				Subcontractor Subtotal		$ -
				Markup @ 12%		$ -
				Subcontractor Total		$ -
				SHEET TOTAL		$ 5,729.31

Notes:

Client's Representative	Date	Interwest's Representative	Date
		Jesse Chavez Digitally signed by Jesse Chavez DN: C=US, E=jessechavez@interwest.biz, O=Interwest Co., CN=Jesse Chavez Date: 2025.11.04 15:38:29-08'00'	

PLEASE NOTE TERO FEE AND TAX ARE NOT INCLUDED PLEASE ADD 3% TERO FEE AND TAX.

INTERWEST CONSTRUCTION INC.

609 North Hill Blvd., Burlington, WA 98233
360-757-7574 Phone - 360-757-6464 Fax

Summary of Additional Work
Time & Materials

Project Number	Project Name	Client / General Contractor
1520	RENTSCHLER LANE	HLA

Date of the Work	Item Number	Item Name
November 11, 2025		Change order 005

Description of Work Performed

Repair Manhole/ patch 30x12

Time Worked Record

Labor Name of Workers	Occupation	Hours Worked Reg.	OT	DT	Reg. Rate	O.T. Rate	D.T. Rate	Amount
	Operator Foreman	8			$ 66.22	$ 115.16	$ 145.65	$ 529.76
TERO	Laborer - Group 5	16			$ 38.40	$ 84.14	$ 107.59	$ 614.40
	Laborer - Group 5	8			$ 38.40	$ 84.14	$ 107.59	$ 307.20
								$ -
								$ -
								$ -

Labor Subtotal	$ 1,451.36
Markup @ 31%	$ 449.92
Labor Total	$ 1,901.28

Equipment #	Type/Size	Hours Worked Reg.	Standby	Reg. Rate	SB Rate	Amount
8lt1	1 Ton	8		$ 30.00	#N/A	$ 240.00
06-113	cat 305	8		$ 61.99	$ 19.41	$ 495.92
						$ -
03-39	2006 Kenworth T800 Dump Truck	4		$ 86.86	$ 11.45	$ 347.44

Equipment Subtotal	$ 1,083.36
Markup @ 21%	$ 227.51
Equipment Total	$ 1,310.87

Materials Description	Supplier	Invoice	Quantity	Unit	Unit Price	Amount
CSBC	Wheeler		5	TON	$ 25.00	$ 125.00
						$ -

Materials Subtotal	$ 125.00
Markup @ 21%	$ 26.25
Materials Total	$ 151.25

SUBCONTRACTOR Description of Work	Contractor	Invoice	Quantity	Unit	Unit Price	Amount
Paving 30' x 12' patch	NW Asphalt		1	LS	$ 4,750.00	$ 4,750.00
						$ -

Materials Subtotal	$ 4,750.00
Markup @ 12%	$ 570.00
Materials Total	$ 5,320.00

MOB Description of Work	Contractor	Invoice	Quantity	Unit	Unit Price	Amount
Mobilization			1	LS	$ 1,000.00	$ 1,000.00
						$ -

Mobilization	$ 1,000.00
Markup @ 12%	$ 120.00
Mobilization Total	$ 1,120.00
SHEET TOTAL	$ 9,803.40

Notes: **INCLUDES:Mobilization to and from the repair site, Traffic control (Flagging), Saw cut of an 30' x12' area of existing asphalt, Removal and disposal of all the asphalt demo, Compaction of the existing materials and up to 6" of CSTC to achieve an unified surface.,Paving to a matched asphalt thickness (paving to match project materials for HMA), Sanding and Sealing of the patch joint.**
EXCLUDES:All county permits needed for work within the ROW
Layout and location of the 30' x12' patch, Adjustment of the existing catch basin of any sort including new concrete collar. The existing concrete collar and adjustment is in good condition, Over excavation , Soil stabilization, All testing ,All erosion control (non anticipated), Warranty on work, and any striping needs.

Client's Representative	Date	Interwest's Representative	Date
		Jesse Chavez Digitally signed by Jesse Chavez DN: C=US, E=jessechavez@interwest.biz, O=Interwest Co., CN=Jesse Chavez Date: 2025.11.12 06:41:46-08'00'	

This Change order excludes all TERO fees. Please add 3% to the total.

CITY OF Toppenish

PROJECT NAME: Rentschler Lane Improvements

HLA PROJECT NO.: 25098

PRIME CONTRACTOR: Interwest Construction Inc.

FORCE ACCOUNT SUMMARY

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
BID ITEM 1 - MINOR CHANGE				
10/20/25	$ 2,767.65	$ 2,767.65	ICI	2+85 - ICI discovered two unmarked cable utility lines, one being a direct bury phone cable. This cable interfered with the installation of the infiltration trench. After a discussion with HLA and ICI, it was agreed upon to move forward, we expose the direct bury and created room for the infiltration trench.
11/12/25	$ 1,649.50	$ 4,417.15	ICI	3+80 - Overexcavating a soft spot in the roadway and placing fabric and rock back in.
11/13/25	$ 521.28	$ 4,938.43	ICI	3+30 PL - Soft spot in the roadway is pumping into the top corner. ICI excavated the unsuitable material and replaced with gravel.
BID ITEM 16 - Landscape Restoration				
11/12/25	$ 1,826.60	$ 1,826.60	ICI	1+08 - 3+78 - Landscape restoration site wide, replacing landscape rock and gravel.
11/19/25	$ 450.00	$ 2,276.60	ICI	3+45 - ICI relocated mailbox as requested by Postmaster.
BID ITEM 25 - MINOR CHANGE				
10/21/25	$ 370.41	$ 370.41	ICI	3+71 - ICI potholed the existing water main and it was not located per the plans or locates. ICI performed exploratory excavation to locate the end of the existing main and confirm the location and elevation.
10/23/25	$ 4,956.62	$ 5,327.03	ICI	1+91 - During onsite meeting with ICI and HLA (Taylor Denny & Marla Meza), installation of 1-inch water service for future use for the Rentschler Lane improvement extension was approved.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-122

Meeting Date:	November 24, 2025
Subject:	AB 25-122: [Proposed] Resolution No. 2025-88, Amending Task Order No. 2025-03 for Expanded Construction Administration.
Attachments:	1. Resolution No. 2025-88 Approving Amendment to HLA TO 2025-03 2. 2025-11-13 - Toppenish - 25098 - Rentschler Ln Amendment 2
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

In May 2025, the City entered into a professional services agreement with HLA Engineering and Land Surveying, Inc. (HLA) to design and administer the construction of roadway and utility improvements along Rentschler Lane. The project supports the expansion of the Busy Bee Child Development Center and future development in the surrounding area. Funding is provided by the Yakima Valley Community Foundation (YVCF) and Yakima County Supporting Investments in Economic Development (SIED).

Additional construction administration effort was required during construction, and included administration and field services for the added paving on Jackson and Juniper Streets, extension of Rentschler Lane improvements, and coordination of the water main tie-in. The contractor was granted five (5) additional working days to complete this work.

To cover these additional efforts, Amendment No. 2 adds $15,000 for Construction Engineering services to be performed on a time-spent basis at HLA’s current hourly rates, resulting in a new total not-to-exceed amount of $60,000.

Staff have reviewed the amendment and find the additional services and fee reasonable given the expanded scope of construction activities.

Fiscal Impact:

The additional $15,000 will be funded by the City’s SIED grant/loan allocation. No local match increase is required.

Recommendation:

Approve Resolution 2025-88, authorizing the City Manager to sign Task Order No. 2025-03 Amendment No. 2.

Alternatives:

RESOLUTION NO. 2025-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING AMENDMENT NO. 2 TO TASK ORDER 2025-03 WITH HLA ENGINEERING AND LAND SURVEYING, INC. FOR CONSTRUCTION SERVICES ASSOCIATED WITH THE RENTSHCLER LANE IMPROVEMENTS PROJECT

WHEREAS, the City of Toppenish entered into Task Order 2025-03 with HLA Engineering and Land Surveying, Inc. for design and construction engineering services related to the Rentschler Lane Improvements Project; and,

WHEREAS, additional construction administration, coordination, and field observation have been required due to expanded paving limits and water main tie-in; and,

WHEREAS, Amendment No. 2 adds $15,000 for Construction Engineering services to be performed on a time-spent basis, increasing the total not-to-exceed amount to $60,000; and,

WHEREAS, the Toppenish City Council finds it is in the best interest of the City to approve Amendment No. 2 to ensure completion of construction engineering services and project close-out.

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

Section 1. Approval: Amendment No. 2 to Task Order 2025-03 between the City of Toppenish and HLA, a copy of which is attached hereto marked as Exhibit A and incorporated herein by this reference, is approved. The City Manager is authorized and directed to execute said amendment 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 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

2803 River Road, Yakima, WA 98902
Office: (509) 966-7000
hlacivil.com

TRANSMITTAL

Date: November 13, 2025

Project No.: 25098E/C

To: City of Toppenish
21 West First Avenue
Toppenish, WA 98948

Attention: Andrew Hattori
Director, Community & Economic Dev.

From: Marla E. Meza, PE

Re: Rentschler Lane Improvements
Task Order No. 2025-03
Amendment No. 2

We are sending you the following item(s):

Two (2) Original Task Order Amendment Agreements

Comment:

Andrew,

Upon review and approval, please have the City Manager sign the attached Task Order No. 2025-03 Amendment agreements for the Rentschler Lane Improvements project. Keep one of the Task Order Amendments for your records and return the other to our office.

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

Thank you.

Copy to: File Signed: Marla Meza

G:\Contracts & Task Orders\Toppenish\2025\2025-11-13 25098C Task Order No. 2025-03 Rentschler Lane Improvements AMENDMENT NO. 2 Trans.docx

AMENDMENT NO. 2

TASK ORDER NO. 2025-03

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Rentschler Lane Improvements
HLA Project No. 25098E/C

The City of Toppenish (CITY) plans to make improvements to Rentschler Lane in conjunction with the new Busy Bee Daycare expansion. This daycare development project has been awarded a Yakima Valley Community Foundation grant, and it is anticipated that Yakima County Supporting Investments in Economic Development (SIED) funding will be obtained by the CITY to fund the balance of the project. This development will support private investment and job creation within Toppenish. The project will make frontage improvements to the property to be developed, including business access, curb, gutter, and sidewalk, storm drainage facilities, and 160 linear feet of water main improvements with valve and hydrant assembly. HLA will assist the CITY to determine desired outcomes of the SIED-funded construction project, available grant and loan amounts and options, and required funding match. Other HLA tasks will involve gathering required data and necessary information to be included with the SIED funding application.

REASON FOR AMENDMENT NO. 2:

Construction of the project was originally contracted for fifteen (15) working days; however, due to the additional paving improvements on an adjacent project (Jackson Street and Juniper Street), the extension improvements on Rentschler Lane, and the time required for water shutoff coordination and the postponed watermain tie-in, an additional five (5) working days has been granted to the Contractor by the CITY. These additional five days granted have required a commensurate five additional days for construction administration, coordination, and field observation.

SCOPE OF SERVICES:

There are no revisions to the Scope of Services due to Amendment No. 2.

TIME OF PERFORMANCE:

Revisions to the Time of Performance due to Amendment No. 2 include replacing 3.0 Construction Engineering in its entirety with the following.

3.0 Construction Engineering

3.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, project acceptance, and release of retainage.

3.2 A maximum of twenty (20) working days has been granted for the construction of improvements, utilizing a standard 40-hour work week.

3.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the twenty (20) working days shall be considered additional services.

FEE FOR SERVICES:

3.0 Construction Engineering

This Amendment No. 2 adds $15,000 for 3.0 Construction Engineering services to be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses.

The original Task Order amount was $45,000 for 3.0 Construction Engineering services on a lump-sum basis as revised by Amendment No. 1.

This results in a new total not-to-exceed amount of $60,000 for 3.0 Construction Engineering services.

Proposed: ______________________ 11-13-25

HLA Engineering and Land Surveying, Inc.
Benjamin A. Annen, PE, Vice President
Date

Approved: ______________________ ______________

City of Toppenish
Daniel Ford, PE, City Manager
Date

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-123

Meeting Date:	November 24, 2025
Subject:	AB 25-123: [Proposed] Resolution No. 2025-89, Approving Contract with RH2 Engineering, Inc. for Water Comprehensive Plan Services.
Attachments:	1. Resolution No. 2025-89 Approving Contract with RH2 for Water Comp Plan 2. Contract_PSA_Water System Plan Update_Reviewed by RH2(djm)_20251118
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish, as a water utility service provider, is required to maintain and update a Water System Plan (WSP) in accordance with Washington Administrative Code (WAC) 246-290. The WSP must be updated and accepted by the Department of Health (DOH) every 10 years, our current plan will expire in November of 2027. Currently, the process of creating the updated the plan and navigating the DOH review process takes roughly 2 years. With the tight timeline staff issued a Request for Qualifications (RFQ) to solicit potential Engineering firms in September of this year, we received three candidates with RH2 Engineering, Inc. (RH2) ultimately being selected after a screening and grading process.

The WSP requirements were created to ensure the people of Washington have safe and reliable drinking water, the principal goal of which is to identify current demands and future needs. The plan will help apply available resources efficiently in order to provide high quality service at the lowest cost while protecting the community's health. The projects and needs listed in the plan will help organize and prioritize projects that further the City and DOH's goals, while also providing evidence needed when sourcing grant funding oppurtunities.

Staff has been meeting with RH2 to discuss what the needed scope and goals are for the project which has resulted in the attached contract and scoping documentation. The "not to exceed" cost of completing the updates to the WSP is $323,022.00, which will be expended from the Water Fund.

Fiscal Impact:

The WSP update costs will paid from the City's Water Fund.

Recommendation:

Approve Resolution No. 2025-89, authorizing the City Manager to execute the contract with RH2 for the Water System Plan update and project management.

Alternatives:

RESOLUTION NO. 2025-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING A CONTRACT BETWEEN THE CITY OF TOPPENISH AND RH2 ENGINEERING, INC. FOR THE WATER SYSTEM PLAN UPDATE AND PROJECT MANAGEMENT SERVICES

WHEREAS, the City of Toppenish is a water utility service provider required to maintain and update a Water System Plan (WSP)in accordance with state law; and,

WHEREAS, the City's WSP is required to updated and accepted by the Department of Health (DOH) every 10 years; and,

WHEREAS, the City's current WSP is set to expire in November of 2027 with drafting and review times estimated to be roughly two years; and,

WHEREAS, the issued a request for qualifications and received multiple responses; and,

WHEREAS, after review of the submitted qualifications RH2 Engineering, Inc. was determined to be most qualified to meet the needs of the City; and,

WHEREAS, the attached contract and project scope has been submitted to complete the WSP for a total of $323,022.00 that will be paid from the City's Water Fund.

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 the contract between the City and RH2 Engineering Inc. for the update to the City's Water System Plan and project management as set forth in the document attached hereto, marked as Exhibit 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 24, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

PROFESSIONAL SERVICES AGREEMENT

RH2 Project Number: _________

THIS AGREEMENT, intended only for the benefit of the parties hereto, made and entered into on this _______ day of _______________, 20_____, by and between the **City of Toppenish**, A MUNICIPAL CORPORATION hereinafter called the "CLIENT," and the consulting firm RH2 Engineering, Inc., whose address is, 22722 29th Drive SE, Suite 210, Bothell, Washington 98021, at which records will be available for inspection, hereinafter called the "CONSULTANT."

PROJECT NAME: Water System Plan Update

WHEREAS, the Client deems it advisable to engage the professional services and assistance of a qualified professional consulting firm to perform the necessary engineering services for the project.

WHEREAS, the Consultant operates in compliance with the statutes of the State of Washington for registration of professional engineers, has a current valid corporate certificate from the State of Washington or has a valid assumed name filing with the Secretary of State, and that personnel to be assigned to the work required under this Agreement are qualified to perform the work to which they will be assigned, and that sufficient qualified personnel are on staff or readily available to the Consultant to staff this Agreement.

WHEREAS, the Consultant will perform the work set forth in the Agreement upon the terms and conditions set forth below and in the following Exhibits, attached hereto and incorporated into this Agreement:

Exhibit A: **Scope of Work**
Exhibit B: **Fee Estimate**
Exhibit C: **Schedule of Rates and Charges**

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

SCOPE OF WORK

The Consultant shall perform the services described in this Agreement. The Consultant is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the Client or others in relation to the work contemplated by this Agreement.

STANDARD OF CARE

The Consultant shall perform its services in alignment with the degree of skill and diligence maintained by other practicing professional engineers providing similar services under similar circumstances and in a similar time and locale, for the work furnished under this Agreement. The Consultant makes no other warranty, expressed or implied.

DESIGN CRITERIA

In collaboration with the Consultant, the Client will designate the basic premises and criteria for the work needed. Reports and plans developed under this Agreement, to the extent feasible and reasonable, shall be developed in accordance with the latest edition and amendments of applicable local and State regulations, guidelines, and specifications. Data, materials, and information generated or produced by the Client will be provided to the Consultant in a reliable and usable format.

OWNERSHIP OF PRODUCTS AND DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The deliverables described in this Agreement shall be the property of the Client, provided that full payment has been made to the Consultant per the terms of this Agreement. The Consultant shall retain ownership of the source files and information developed by the Consultant in preparing the deliverables. The Consultant shall provide the Client with electronic copies of the project documents, in accordance with this Agreement, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG). Any unauthorized reuse of deliverables that is beyond the scope of this Agreement, including use by any third party, is prohibited and shall be without liability to the Consultant.

The Client acknowledges the Consultant's plans and specifications are instruments of professional service. The Client agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs arising out of any unauthorized reuse of such plans and specifications in a manner other than as intended by this Agreement.

Methodology, materials, software, logic, and systems developed under or preexisting to this Agreement are the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

TIME OF BEGINNING AND COMPLETION

The services provided under this Agreement will be performed according to the Project Schedule, or for a period not to exceed two (2) years from the date of execution. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Client. If, after receiving Notice to Proceed, the Consultant is delayed in the performance of its services by factors that are beyond its control, the Consultant shall notify the Client of the delay and shall prepare a revised estimate of the time and cost needed to complete the Project and submit the revision to the Client for approval, which shall not be unreasonably withheld. Time schedules are subject to mutual agreement for any revision unless specifically described as otherwise herein.

PAYMENT

The Consultant shall be paid by the Client for services rendered under this Agreement as provided hereinafter and as specified in **Exhibit B** and **Exhibit C**, subject to annual escalation. Such payment shall be full compensation for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to perform the services. All billings will list actual time (days and/or hours) and dates during which the work was performed. Payment shall not exceed $323,022 without a written amendment to this contract, agreed to and signed by both parties.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties in writing at the time the extra work is authorized. (See "EXTRA WORK").

Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract. Invoices not paid within thirty (30) days will be considered past-due.

The Consultant shall keep available for inspection by the Client, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.

CHANGES IN WORK

When required by the Client, the Consultant shall make revisions and changes in the completed work of this Agreement as are necessary to correct Consultant's errors not caused by deficiencies in Client-provided information, without additional compensation.

Should the Client find it desirable for its own purposes to have previously completed work or parts thereof revised, the Consultant shall make revisions, if requested and as directed by the Client in writing. This work shall be considered as "Extra Work" and will be paid for as provided in the Section "Extra Work."

The Consultant shall make minor changes, amendments, or revisions in the detail of the work as may be required by the Client and are consistent with the intent of the Scope of Work in this Agreement and do not require an adjustment of the fee or schedule. If the Consultant believes that the proposed minor change will affect the fee or schedule, the Consultant shall notify the Client and any dispute shall be mutually resolved by the parties before the work is undertaken. A minor change is not considered an "Extra Work" item as provided in the Section "Extra Work".

EXTRA WORK

The Client may desire to have the Consultant perform work or render services in connection with the Agreement in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the Client. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be mutually resolved by the parties before the work is undertaken.

EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that the Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Client, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged in the work or services provided or to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Client except regularly retired employees, without written consent of the Client.

NONDISCRIMINATION

The Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, gender, marital status, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment; promotions; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Client and further that the Consultant shall be barred from performing any services for the Client now or in the future, unless a showing is made satisfactory to the Client that discriminatory practices have terminated and that recurrence of such action is unlikely.

TERMINATION OF AGREEMENT

The parties reserve the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the other party, subject to the Client's obligation to pay Consultant in accordance with the subparagraphs below.

A. In the event this Agreement is terminated by the Client other than for default on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for the work completed at the time of the termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized extra work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate unless otherwise agreed. If the accumulated payment made to the Consultant prior to the Notice of Termination exceeds the total amount that would be due as set forth herein above, including any and all extra work, then no final payment shall be due and the Consultant shall immediately reimburse the Client for any excess paid.

B. In the event the services of the Consultant are terminated by the Client for actual fault on the part of the Consultant, the previously stated method to determine final payment shall not apply. In such an event the amount to be paid shall be determined by the parties with reasonable consideration given to: the actual costs incurred by the Consultant in performing the work to the date of termination; the amount of work originally required which was completed by the Consultant in accordance with the standard of care stated herein prior to the date of termination; the cost to the Client of employing another firm to complete the remaining work required and the time which may be required to do so; and other factors which affect the value of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection A had been applied.

C. The Consultant reserves the right to suspend performance of the work in the event of nonpayment by Client for invoices furnished in accordance with the Payment provisions as listed herein. In the event that Consultant suspends performance of the work, the Consultant and the Client shall make a good faith effort to resolve the matter of nonpayment. Consultant shall resume work once such resolution is reached and payment is received in full.

D. In the event this Agreement is terminated prior to completion of the work, the Consultant shall retain ownership of the source files for all plans, reports, and documents prepared by the Consultant prior to termination. The Client shall be provided with tangible and electronic copies of the documents in accordance with the "Ownership of Products and Documents to be Furnished by the Consultant" section of the Agreement herein.

DISPUTES

The parties shall make a good faith effort to resolve disputes concerning questions of facts in connection with work prior to initiating legal action in the form of nonbinding mediation. In the event that either party institutes legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the courts of the State of Washington, situated in Yakima County.

LEGAL RELATIONS

The Consultant shall comply with all federal, state and local laws and ordinances directly applicable to the services to be performed under this Agreement. This contract shall be interpreted and construed in accordance with the laws of Washington.

The Consultant agrees to indemnify and hold harmless the Client, its officers and employees from claims, demands, or suits at law or equity directly resulting from Consultant's negligent acts, errors or omissions under this Agreement, provided that nothing herein shall require the Consultant to indemnify the Client against and hold harmless the Client from claims, demands, or suits resulting from the conduct of the Client, its officers, agents, or employees. Provided further, if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant, its agents, or employees, and (b) the Client, its agents, officers, or employees, this provision with respect to claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees except as limited below.

The Consultant shall maintain general liability, property damage, auto liability, and professional liability coverage in the amount of $1.0 million, with a General Aggregate in the amount of $2.0 million, unless waived or reduced by the Client. If requested, the Consultant shall submit to the Client a completed Standard ACORD Certification Form as proof of insurance. If requested, the Client will be named as an additional insured for Consultant’s applicable insurance policies.

All coverages provided by the Consultant shall be in a form and underwritten by a company acceptable to the Client. Consultant’s carriers will have a minimum A.M. Best rating of A VII. The Consultant shall keep all required coverages in full force and effect during the life of this Agreement, and a minimum of thirty (30) days' notice shall be given to the Client prior to the cancellation of any policy.

The Consultant's relation to the Client shall be at all times as an independent contractor. Any liability incurred by the Consultant as a result of this Agreement is limited to the fee amount as stipulated within the Payment terms herein.

SUBLETTING OR ASSIGNING OF CONTRACTS

The Consultant shall not sublet or assign any of the work covered by this Agreement without the expressed written consent of the Client, which shall not be unreasonably withheld; provided, however, that the Consultant may subcontract with its subsidiary Control Systems NW, LLC (“CSNW”) or use CSNW staff to support Consultant’s services under this Agreement unless otherwise prohibited by the Client.

COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Any supplements to this Agreement will be mutually agreed upon in writing and will become part of this Agreement. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representations, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment or “Extra Work” authorization to this Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The parties do hereby accept the Agreement and agree to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

RH2 Engineering, Inc.	**City of Toppenish**
22722 29th Drive SE, Suite 210, Bothell, WA 98021	21 West 1st Avenue, Toppenish, WA, 98948
________________________	________________________
SIGNATURE *DATE*	*SIGNATURE* *DATE*
________________________	________________________
PRINT NAME & TITLE	*PRINT NAME &TITLE*

EXHIBIT A

Scope of Work

City of Toppenish

Water System Plan Update

November 2025

Background

This Scope of Work includes tasks for RH2 Engineering, Inc., (RH2) to update the City of Toppenish's (City) Water System Plan (WSP) and evaluate the ability of the water system to meet the needs of existing and projected future water system customers throughout the 20-year planning period. Based on the current planning requirements of Chapter 246-290 Washington Administrative Code (WAC), the City's WSP must be updated every 10 years, and the current plan expires in November 2027. This Scope of Work is based on published regulatory requirements for water system plans known at the time of this writing, including receiving regulatory approval for a 10-year WSP.

General Assumptions

- *Services are limited to those described herein and will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *RH2 will not need to provide hard copies of deliverables to the City; deliverables will be provided in electronic format (PDF) unless explicitly identified otherwise.*
- *RH2 will rely on the accuracy and completeness of existing information, data, and materials provided by the City and others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*

Task 1 – Project Management, Data Collection, and DOH Coordination

Objective: Manage the RH2 project team, files, and records. Monitor the Scope of Work and budget and provide monthly invoices. Assist the City in collecting data for the water system planning process. Coordinate with the Washington State Department of Health (DOH) throughout the development of the WSP.

Approach:

1.1 Review work for consistency with this Scope of Work, monitor budget spent, and manage the RH2 team.

1.2 Prepare monthly progress reports documenting the work completed for each month to be included with the monthly invoice.

1.3 Maintain project records and files.

1.4 Attend a pre-planning conference with City and DOH staff. *This meeting is assumed to occur virtually via video conference.*

1.5 Coordinate with City staff during the data collection and WSP development process. This includes coordinating via telephone, submitting the list of data needed, and reviewing data provided by the City. *RH2 will provide the City with a data list categorized by high, medium, and low priority items.*

1.6 Attend monthly progress meetings via video conference with the City's project manager (PM). *Eleven (11) progress meetings are anticipated to take place during preparation of the draft WSP (in addition to the meetings included in other tasks), and five (5) additional meetings are anticipated to take place to coordinate responses to agency review comments and finalize the WSP.*

RH2 Deliverables:

- Monthly invoices and progress reports. Project records filed. RH2 team coordination.
- Attendance at one (1) meeting with City and DOH staff, and coordination via telephone and email with DOH. Attendance at monthly progress meetings with City's PM.

Task 2 – Introduction and Existing System Description

Objective: Provide a description of the components of the existing water system.

Approach:

2.1 Describe the water system ownership, management, and purpose of the WSP.

2.2 Review previous plans, existing system information and data, and facility as-builts.

2.3 Provide a brief overview of the history of the water system using information from the previous WSP and historical summaries compiled and provided by the City.

2.4 Describe the physical characteristics of the existing water service area and its effects on water system planning, including topography, geology, sensitive areas, and flood zones.

2.5 Describe the City's existing and projected future service areas, including the Urban Growth Area, retail water service area, and water service agreements. Include existing plans for expanding the current service area (if any).

2.6 Summarize the Satellite Management Agency (SMA) program possibilities, its potential impacts on the City, and the City's policy toward satellite management.

2.7 Provide a brief overview of the operation of the existing water system.

2.8 Describe the existing facilities, including sources of supply, pressure reducing stations, pipelines, reservoirs, interties, and telemetry and supervisory control systems.

2.9 Review adjacent water systems and provide a brief description of the adjacent water systems and the potential for emergency interties. Document existing emergency interties.

2.10 Prepare color figures of the following:

- Existing Water System
- Existing System Hydraulic Profile
- Existing Water Main Material
- Existing Water Main Age
- Service Area and Adjacent Systems

RH2 Deliverables:

- Descriptions and figures (including shapefiles, Google Earth files, and GIS map packages in ArcGIS Pro version 2.4.2 or newer) of existing system components for City review and comment.

Task 3 – Land Use and Population

Objective: Review planning-related documents and identify impacts on the City's water system for use in the WSP. Prepare and estimate population growth projections and evaluate land use.

Approach:

3.1 Prepare and review an inventory of related plans to provide a summary of the impacts or constraints on the water system, including the *City's Comprehensive Plan* and the 2017 *Yakima County Comprehensive Plan*. Review how the Growth Management Act (GMA) impacts the City.

3.2 Complete DOH's Consistency Statement Checklist for each planning agency with which the WSP must be consistent, including local and Yakima County (County) planning jurisdictions.

3.3 Identify existing and future land use patterns in and adjacent to the City and their impacts on existing and future facilities and water sources for the water system.

3.4 Identify current and projected housing trends and household sizes within the City's service area based on available information from City staff, as well as County and state population data.

3.5 Include a table of 10-year and 20-year population projections for both the City and the water service area that comply with the GMA. Additional planning periods will be included and presented for years 2037 and 2047, to reflect potential 10- and 20-year planning periods for the City's WSP at the time of DOH approval and City Council adoption.

3.6 Prepare a color figure of the City's land use.

RH2 Deliverables:

- Descriptions and figures of planning and land use data for City review and comment.

Task 4 – Water Demands

Objective: Review historical water use and forecast future water demands of the system.

Approach:

4.1 Tabulate monthly totals of metered consumption for each customer class and the average number of accounts in service for each year from 2016 through 2025 based on available information provided by the City. Identify the seasonal variations in consumption for each customer class.

4.2 Tabulate ten (10) to twenty (20) of the largest water users and the total water use of each for the year 2025.

4.3 Tabulate monthly and yearly totals of water supply from each supply facility from 2016 through 2025.

4.4 Calculate per capita demands based on the average day demand (ADD) and water system population data from 2016 through 2025.

4.5 Calculate the number of equivalent residential units (ERUs) within the system based on the water consumption and supply data.

4.6 Identify the total amount of distribution system leakage (DSL) from 2016 through 2025. Calculate the 3-year rolling average of DSL.

4.7 Tabulate total consumption of customers and the parcel-consumption database provided by the City (if customer meter data with addresses is available and provided).

4.8 Calculate the system ADD based on the yearly water supply data from 2016 through 2025.

4.9 Estimate the system's maximum day and peak hour demands.

4.10 Prepare a table of general fire flow requirements of each land use classification and identify the buildings with the largest fire flow requirements within the service area if different from the general fire flow requirements.

4.11 Document the historical demands from 2016 through 2025.

4.12 Document the current and past efforts for water use efficiency (WUE) and their impact on water demand over the past 10 years. Describe the WUE improvements.

4.13 Develop annual demand projections for the first 10 years and projections for year 20 based on projected water system population data and historical per capita demands. Demand projections shall be tabulated with and without additional water use reductions from the proposed WUE program. Additional planning periods will be included and presented for years 2037 and 2047, to reflect potential 10- and 20-year planning periods for the City's WSP at the time of DOH approval and City Council adoption.

4.14 Describe the basis for and results of the existing and future water demand evaluation.

4.15 Evaluate, describe, and prepare a graphic or table to demonstrate the seasonal variations in consumption patterns for each customer class.

4.16 Document the results of the demand analysis in summary tables and chapter text.

RH2 Deliverables:

- Descriptions and tables of historic and projected demand data for City review and comment.

Task 5 – Water Source and Water Rights

Objective: Identify the City's water rights and prepare an inventory of existing water sources and water rights.

Approach:

5.1 Summarize the City's current water rights.

5.2 Perform a water rights evaluation that compares the current water rights with existing and projected demands on a pressure zone or operating area basis.

5.3 Document water supply characteristics and effects from existing and projected future water use on the water quantity and quality of the bodies from which the City withdraws supply. Describe water supply characteristics by identifying seasonal source variability, water rights limitations, water reliability, and legal constraints. Utilize existing data and studies available from the City.

RH2 Deliverables:

- Evaluation of existing water rights for City review and comment.

Task 6 – Regulations, Policies, and Design Criteria

Objective: Update the City's existing policies and design criteria, and recommend, as necessary, changes to these policies so that facilities can meet design standards.

Approach:

6.1 Review existing City standards pertaining to water system policies and criteria. Recommend additional or revised policies, as necessary, so that planned future City facilities meet acceptable design standards and criteria.

6.2 Summarize each policy and design criteria.

6.3 Discuss the City's existing design and construction standards and include a copy as an appendix.

6.4 Describe the process for responding to requests for new water service (individual and group services), including City response timeframes.

6.5 Describe the process for reviewing and responding to requests for private wells within the City limits.

6.6 Describe the process for determining if the system's capacity is adequate to provide water service requests for new service. The process must include the determination of sufficient water rights.

6.7 Describe conditions of a non-technical nature that may impact the City's ability to provide new water service (e.g., local ordinances, water availability, etc.).

6.8 Describe the procedures for granting or requesting extensions of time during a project. Describe the procedures for handling disputes and appeals when requests are denied.

6.9 Describe the policies for extensions of water service outside of current system boundaries. Describe how the policies are consistent with County comprehensive land use plans and development regulations.

RH2 Deliverables:

- Descriptions of policies and design criteria for City review and comment.

Task 7 – Operation and Maintenance

Objective: Document the water system's operation and maintenance (O&M) program.

Approach:

7.1 Document the current water staff organization and prepare an organizational chart.

7.2 Prepare a table listing water operations personnel, their positions, and certifications.

7.3 Provide a brief description of the key responsibilities of the water operations personnel.

7.4 Provide a list of major equipment, supplies, and chemicals used by the water system.

7.5 Identify safety procedures that must be followed for potential workplace hazards. Incorporate the existing safety program activities and recent Labor and Industries' inspection reports.

7.6 Prepare a brief description of the City's compliance with existing Emergency Response Plan (ERP) and Vulnerability Assessment (VA) requirements, including America's Water Infrastructure Act (AWIA) requirements. For security purposes, the documents will not be included in the WSP. *This subtask does not include preparing or updating the City's ERP, VA, or applicable AWIA documentation.*

7.7 Identify procedures for keeping and compiling records and reports. Provide a general list of records on file and identify where they are filed.

7.8 Review the City's existing O&M procedures and compare them to industry standards or general recommendations. Coordinate updates to O&M procedures and maintenance schedules with City staff.

7.9 Evaluate staffing requirements and document recommendations.

7.10 Identify O&M improvements.

7.11 Document the O&M program in summary tables, figures, and chapter text.

RH2 Deliverables:

- Descriptions and tables documenting the City's existing O&M program for City review and comment.

Task 8 – Hydraulic Model Update and Calibration

Objective: Update and calibrate the current hydraulic model of the City's existing water system.

Approach:

8.1 Review the City's existing hydraulic model with current water system mapping to check for consistency and completeness.

8.2 Convert the hydraulic model to Bentley WaterCAD software, if the existing hydraulic model is stored in a different program.

8.3 Perform GPS data collection of valve cans and hydrants using an Emlid Reach RS3 GNSS receiver. Post-process and deliver GPS points in a GIS-compatible format (ESRI shapefile, Google Earth point file, or CSV). *Field work will be focused on the City's larger diameter water main corridors. If time allows, the City and RH2 will jointly identify additional portions of the City's system to be reviewed. Valves and hydrants that are successfully located will be distinguished from those that are not found or were not within the area that was reviewed as part of this subtask.* A*n allocation of sixty (60) hours of a technician's time has been included for field work, which is anticipated to be divided between field data collection and data processing.*

8.4 Coordinate with the City to review water system facilities shown in the model and update the model as requested based on input from the City.

8.5 Update elevation data in the model by transferring data from electronic contours to model junction nodes.

8.6 Compute pipe roughness coefficients from available pipe material and age data using routines to accomplish initial calibration.

8.7 Allocate the existing (2025) demand data among the nodes in the model using a parcel-consumption database if available from the City, or by allocating the average demand per customer class (i.e., single-family residential, multi-family residential, commercial, etc.) to junctions located within matching land uses.

8.8 Update facility data into the model for supply sources, reservoirs, and control valves. Establish facility settings to reflect current settings and those to be used for the analyses.

8.9 Perform preliminary hydraulic analyses to identify locations for field pressure and hydrant flow tests and check potential performance at each site. Prepare a template that lists field test locations and data that needs to be collected at each test location. Coordinate with the City to confirm methods and recordkeeping for field tests.

8.10 Attend one (1) day of hydrant flow tests to confirm that the pressure and flow test objectives are met for the purpose of calibrating the hydraulic model. *City staff will operate hydrants, valves, and other water system facilities as requested by RH2. RH2 will provide calibrated pitot and pressure gauges for use during the hydrant flow tests and will record the results of the tests. Operational status of facilities will be provided by City staff (in real-time or from the City's telemetry system following field testing), including flows into the system from supply sources and reservoir levels at the start and end of the tests.*

8.11 Perform hydraulic analyses to calibrate the model from the field flow and pressure test data for the purposes of steady-state hydraulic analyses.

8.12 Coordinate with the City to identify sources of inconsistencies between the field calibration data and the modeled results. Inconsistencies may be the result of unknown closed valves in the system or incorrect diameter of water main shown on system mapping or as-builts. *Since this item is highly variable in nature, an initial allocation of twenty-four (24) hours of a water modeling specialist's time has been included for this subtask. If generally accepted industry standards for hydraulic model accuracy cannot be achieved within this initial allocation, RH2 will coordinate with the City to determine the next steps. This may include a contract amendment to assist the City in performing additional field flow tests and model calibration analyses.*

8.13 Input the current land use classifications into the model and assign a general planning-level fire flow requirement to each node for comparison of fire flow results.

Provided by City:

- Operation of hydrants, valves, and other facilities during hydrant flow testing.

RH2 Deliverables:

- Valve and hydrant data in GIS-compatible format (ESRI shapefile, Google Earth point file, or CSV).
- Attendance at hydrant flow testing and test records.
- Calibrated WaterCAD hydraulic water model for use in steady-state hydraulic analyses. Coordination with the City to review the accuracy of the hydraulic water model.

Task 9 – Water System Analyses

Objective: Evaluate each water system component to identify deficiencies and recommend improvements. Utilize the hydraulic model of the City's water system to perform pressure and fire flow hydraulic analyses.

Approach:

9.1 Identify areas of low and high pressures. Include a table showing the maximum and minimum service elevation and the corresponding service pressures (at static conditions).

9.2 Calculate the quantity of water supply required for the existing and future conditions, and compare those requirements to the system's existing supply capability.

9.3 Identify and describe supply facility deficiencies.

9.4 Calculate the quantity of water storage required for the existing and future system based on the requirements contained in WAC 246-290-235 and the most current DOH *Water System Design Manual*, and compare those requirements to the existing storage capacity of the system.

9.5 Identify and describe storage deficiencies.

9.6 Document the hydraulic analysis criteria and hydraulic model settings for the distribution system analyses.

9.7 Perform a steady-state hydraulic analysis of the system using the hydraulic model of the water system to simulate a peak hour demand condition with no fire flows to determine the pressures and flow distribution during this demand condition.

9.8 Perform a steady-state fire flow analysis for each node in the system while simulating maximum day demands to determine the capability of the existing system to provide adequate flows and pressures and identify existing system deficiencies.

9.9 Export the results of the existing system peak hour demand and fire flow analyses to a GIS shapefile and Google Earth file for transmittal to the City.

9.10 Input future demand data into the hydraulic model's nodes using the results from the future water demand evaluation. Demand distribution shall be based on estimates of future growth allocations.

9.11 Identify and input proposed water system improvements into the model based on the results of the existing system hydraulic analysis and identification of deficiencies.

9.12 Perform a steady-state fire flow analysis for each node in the system while simulating future maximum day demands to check that the proposed improvements address existing system deficiencies and are sized properly to accommodate anticipated growth based on meeting the City's policies and design criteria. Repeat the analyses for the 10-year and 20-year projections.

9.13 Prepare a table that summarizes the results of the existing system and future system fire flow analyses.

9.14 Identify and describe distribution system deficiencies and the results of the hydraulic analyses.

9.15 Evaluate and identify deficiencies for the existing water system.

9.16 Perform an existing system and 10-year system capacity analysis to determine the unused, available system capacity expressed in ERUs. Prepare a 10-year projected system capacity analysis with proposed improvements. Document the criteria and results of the analyses. Additional planning periods will be included and presented for years 2037 and 2047, to reflect potential 10- and 20-year planning periods for the City's WSP at the time of DOH approval and City Council adoption.

9.17 Meet with City staff to discuss the system analyses, deficiencies, and recommended improvements.

9.18 Document the results of the system analysis in summary tables and chapter text.

Provided by City:

- Attendance at one (1) meeting with RH2 staff, assumed to take place at the City.

RH2 Deliverables:

- GIS shapefile and Google Earth file containing the results of the existing system peak hour demand and fire flow analyses.
- Descriptions, tables, and figures of the water system analyses for City review and comment.
- Attendance at one (1) meeting with City staff.

Task 10 – Capital Improvement Program

Objective: Describe and schedule improvements to address deficiencies identified in the water system analyses. Prepare planning-level cost estimates for each project identified.

Approach:

10.1 Briefly describe water system improvements that have been completed since the last WSP update.

10.2 Prepare a list of proposed water system improvements based on known deficiencies of the existing system and proposed system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.

10.3 Prepare a planning-level approximate cost estimate for each improvement based on current industry prices.

10.4 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements. Prioritization and scheduling will consider other scheduled utility and transportation projects based on information provided by the City.

10.5 Coordinate with City staff to discuss staffing, equipment, and program needs, including a future energy audit.

10.6 Schedule improvements based on the results of the prioritization. Prepare up to two (2) modified CIP schedules based on input from the City and the results of the financial analysis.

10.7 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 10 years and the 20-year planning period.

10.8 Describe the criteria and procedures used for prioritizing and scheduling improvements.

10.9 Document the CIP prioritization analyses in summary tables and chapter text.

10.10 Prepare the following color figures:

- Proposed Water System Improvements
- Proposed Improvements Hydraulic Profile

10.11 Meet with City staff to discuss the water system improvements and the proposed schedule of implementation.

Provided by City:

- Attendance at one (1) meeting with RH2 staff, assumed to take place at the City.

RH2 Deliverables:

- Draft CIP tables, figures, and descriptions for City review and comment.
- GIS and Google Earth files containing proposed water main improvements.
- Attendance at one (1) meeting with City staff.

Task 11 – Financial Analysis

Objective: Develop the financial analysis for inclusion in the WSP update. *A water utility rate study is outside the scope of this contract and is not included.*

Approach:

11.1 Coordinate with the City during the project to provide information in support of the financial analysis chapter.

11.2 Summarize past income and expenses for 2016 through 2025 and identify trends.

11.3 Provide a balanced 1-year operational statement for 2025.

11.4 Develop a plan for collecting the revenue necessary to maintain cash flow stability and to fund projected capital and emergency improvements.

11.5 Compare necessary revenue to the City's ability to pay, based upon rates being equal to or less than 1.5 percent of median household income for the City.

11.6 Evaluate conservation rate structures, alternate rate structures, and the feasibility of implementing a different rate structure. *Up to four (4) different rate structures will be included in the evaluation.*

Alternate rate structures will be reviewed with the intention of approximately matching the revenue of the City's existing rate structure. An evaluation of customers most impacted by rate structure changes will take place and be presented to City staff and described in the chapter text. If additional rate structures are requested by the City for evaluation, or if additional expertise to evaluate the City's rates is necessary, an amendment to this Scope of Work, including a financial subconsultant, may be necessary.

Rate structure review will not include a significant review of connection fees but will include an order-of-magnitude review to determine if meter size costs, ERUs, and demand charges are approximately appropriate and consistent with other municipal purveyors in central and eastern Washington.

11.7 Attend two (2) meetings with City staff to review draft financial analysis results before finalizing the financial analysis chapter.

Provided by City:

- Attendance at two (2) meetings with RH2 staff, assumed to take place at the City.

RH2 Deliverables:

- Financial analysis chapter for City review and comment.
- Attendance at two (2) meetings with City staff, assumed to take place at the City.

Task 12 – Executive Summary

Objective: Prepare an executive summary to describe the key elements of the WSP.

Approach:

12.1 Identify the purpose of the WSP and summarize the major system characteristics and significant changes that have occurred since the previous WSP was completed.

12.2 Briefly describe the key issues in the WSP.

RH2 Deliverables:

- Draft executive summary chapter for City review and comment.

Task 13 – Cross-Connection Control Plan

Objective: Document the City's existing cross-connection control plan and recommend any updates.

Approach:

13.1 Review the City's existing cross-connection control ordinance and related program documents. Evaluate the documents for completeness and incorporate the elements necessary for consistency with current DOH regulations. *A full update of the City's existing cross-connection control plan is not anticipated; instead, revisions will be provided through PDF comments or annotations.*

Provided by City:

- Existing cross-connection control plan in electronic PDF.

RH2 Deliverables:

- Revised cross-connection control plan included in the WSP as an appendix.

Task 14 – Water Quality Monitoring Plan

Objective: Compile the City's existing water quality monitoring requirements and procedures.

Approach:

14.1 Compile the City's water quality monitoring programs into an appendix. Include the Coliform Monitoring Plan, Disinfection Byproducts Monitoring Plan, Water Quality Monitoring Report, and *E. coli* Response Plan.

Provided by City:

- Descriptions and figures documenting the City's existing water quality and coliform monitoring programs, including *E. coli* Response Plan.

RH2 Deliverables:

- City water quality monitoring requirements and procedures included in the WSP as an appendix.

Task 15 – Water Use Efficiency Program

Objective: Update the City's WUE Program and WUE goals for the water system.

Approach:

15.1 Prepare a summary of WUE planning efforts that have been completed since the WUE Program was adopted.

15.2 Document the City's plan for updating WUE goals through a public process.

15.3 Identify and evaluate proposed WUE measures.

15.4 Coordinate with the City to provide data necessary to conduct the WUE public forum. Conduct a meeting with the City to satisfy the public forum requirements of the WUE Program and present the WUE goals for adoption by the City Council.

Provided by City:

- Legal posting of WUE Program public forum and attendance at WUE Program public forum with RH2 staff.

RH2 Deliverables:

- WUE Program chapter text for City review and comment.
- Attendance at WUE Program public forum with City staff, including documenting attendance via sign-in sheet and providing meeting minutes related to the public forum summarizing public comments and responses.

Task 16 – Wellhead Protection Plan

Objective: Document the City's existing efforts towards wellhead protection and recommend any updates.

Approach:

16.1 Reference the Wellhead Protection Plan contained in the City's 2015 WSP to document the existing program, the City's contingency plan for a contamination event, and the delineation of the wellhead protection areas. Update the City's time of travel calculations for each source using the calculated fixed radius method.

16.2 Update the inventory of potential contaminant sources and activities using available databases and document the results of the inventory findings. The inventory will include site locations and owners/operators that must be notified of the City's wellhead protection program. Identify development-related considerations for new construction within wellhead protection areas.

RH2 Deliverables:

- Documentation of the City's Wellhead Protection Plan for City review and comment.

Task 17 – Appendices

Objective: Prepare miscellaneous appendices for inclusion in the WSP.

Approach:

17.1 Prepare a State Environmental Policy Act (SEPA) Checklist. Include the checklist and Determination of Non-Significance from the City in the appendices. *It is assumed that the City will act as the lead agency and will submit the SEPA Checklist for review. If/when a Determination of Non-Significance is issued, the City will provide it to RH2.*

17.2 Include copies of Water Facilities Inventory (WFI) forms.

17.3 Include copies of water right certificates and permits.

17.4 Include a copy of the City's most recent Consumer Confidence Report.

17.5 Include a copy of the City's construction standards.

17.6 Consolidate and tabulate appendices.

Provided by City:

- SEPA Determination of Non-Significance.
- WFI forms.
- Water rights certificates and permits.
- Consumer Confidence Report.
- Construction standards.

RH2 Deliverables:

- SEPA Checklist.
- Miscellaneous appendices for inclusion in the WSP.

Task 18 – Finalize, Print, and Present Draft WSP

Objective: Prepare a final draft of the WSP and submit it to review agencies and adjacent water purveyors.

Approach:

18.1 Develop a cover format that includes the WSP name and revision date.

18.2 Transmit electronic copies of the draft WSP documents to the City for review and comment.

18.3 Revise the WSP based on City review comments.

18.4 Attend one (1) meeting to present the completed WSP to City staff, City Council, and the public.

18.5 Create an electronic PDF document, including the chapters, appendices, and figures of the WSP. *The electronic WSP will contain a table of contents with hyperlinks. No hard copies of the WSP are included in this Scope of Work*.

18.6 Submit the final WSP to adjacent water systems for their review and comment.

18.7 Submit the final WSP to the County and DOH for their review.

Provided by City:

- Review comments on draft WSP as written markups.

RH2 Deliverables:

- Draft WSP.
- Attendance at one (1) meeting to present the final draft WSP to City staff, City Council, and the public.
- Final WSP submitted to adjacent water systems, County, and DOH.

Task 19 – DOH and Agency Review Revisions

At the completion of Tasks 1 through 18, the WSP will be in a final format, ready for review by regulatory agencies and adjacent water purveyors. The number of comments, number of meetings, and amount of required WSP modifications from review by the regulatory agencies and adjacent water purveyors are difficult to predict. Therefore, RH2 has provided a reasonable amount of effort in this task typically assumed for review, equivalent to eighty (80) hours of staff time. If additional effort is required, an additional amendment will be provided at that time. The level of effort for this task includes assumptions for addressing review comments, attending review meetings, and preparing final WSP modifications upon receipt of all review comments from the County, DOH, the Washington State Department of Ecology, local Tribes, and adjacent water systems.

Project Schedule

The agency review draft will be completed approximately eleven (11) months after receipt of the requested high priority data. RH2 will not begin work until all high- priority items have been received. RH2 will notify the City two (2) to four (4) weeks in advance of any medium or low priority items becoming critical to maintaining the project schedule, allowing time for the City to provide these items without impacting the project schedule. The timing and responsiveness of agency reviews is outside of the control of both RH2 and the City and may impact the project schedule.

EXHIBIT B

Fee Estimate

City of Toppenish

Water System Plan Update

Nov-25

	Description	Total Hours	Total RH2 Labor	Total ALL Labor	Total RH2 Expense	Total Expense	Total Cost
Task 1	Project Management, Data Collection, and DOH Coordination	64	$ 15,573	$ 15,573	$ 498	$ 498	$ 16,071
Task 2	Introduction and Existing System Description	58	$ 12,610	$ 12,610	$ 681	$ 681	$ 13,291
Task 3	Land Use and Population	54	$ 10,947	$ 10,947	$ 557	$ 557	$ 11,504
Task 4	Water Demands	110	$ 23,302	$ 23,302	$ 1,269	$ 1,269	$ 24,571
Task 5	Water Source and Water Rights	51	$ 13,596	$ 13,596	$ 445	$ 445	$ 14,041
Task 6	Regulations, Policies, and Design Criteria	26	$ 5,666	$ 5,666	$ 219	$ 219	$ 5,885
Task 7	Operation and Maintenance	32	$ 7,059	$ 7,059	$ 254	$ 254	$ 7,313
Task 8	Hydraulic Model Update and Calibration	282	$ 60,164	$ 60,164	$ 4,609	$ 4,609	$ 64,773
Task 9	Water System Analyses	168	$ 35,665	$ 35,665	$ 1,937	$ 1,937	$ 37,602
Task 10	Capital Improvement Program	166	$ 36,579	$ 36,579	$ 2,045	$ 2,045	$ 38,624
Task 11	Financial Analysis	93	$ 20,059	$ 20,059	$ 1,100	$ 1,100	$ 21,159
Task 12	Executive Summary	14	$ 2,862	$ 2,862	$ 140	$ 140	$ 3,002
Task 13	Cross-Connection Control Plan	9	$ 1,977	$ 1,977	$ 90	$ 90	$ 2,067
Task 14	Water Quality Monitoring Plan	26	$ 5,904	$ 5,904	$ 546	$ 546	$ 6,450
Task 15	Water Use Efficiency Program	31	$ 7,059	$ 7,059	$ 431	$ 431	$ 7,490
Task 16	Wellhead Protection Plan	40	$ 9,612	$ 9,612	$ 670	$ 670	$ 10,282
Task 17	Appendices	21	$ 3,186	$ 3,186	$ 161	$ 161	$ 3,347
Task 18	Finalize, Print, and Present Draft WSP	68	$ 12,110	$ 12,110	$ 477	$ 477	$ 12,587
Task 19	DOH and Agency Review Revisions	80	$ 22,400	$ 22,400	$ 560	$ 560	$ 22,960
	PROJECT TOTAL	**1393**	**$ 306,330**	**$ 306,330**	**$ 16,692**	**$ 16,692**	**$ 323,022**

EXHIBIT C RH2 ENGINEERING, INC. 2026 SCHEDULE OF RATES AND CHARGES		
RATE LIST	**RATE**	**UNIT**
Professional I	$182	$/hr
Professional II	$199	$/hr
Professional III	$222	$/hr
Professional IV	$243	$/hr
Professional V	$259	$/hr
Professional VI	$280	$/hr
Professional VII	$306	$/hr
Professional VIII	$333	$/hr
Professional IX	$336	$/hr
Technician I	$139	$/hr
Technician II	$154	$/hr
Technician III	$178	$/hr
Technician IV	$189	$/hr
Technician V	$206	$/hr
Technician VI	$226	$/hr
Technician VII	$245	$/hr
Technician VIII	$257	$/hr
Administrative I	$94	$/hr
Administrative II	$109	$/hr
Administrative III	$129	$/hr
Administrative IV	$154	$/hr
Administrative V	$180	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	$0.7000	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

COR-E Equipment Rental Rate and Charges
RH2 Engineering, Inc.

Total Amount **$1,230.00**

Project #/phase/task to be Billed:	8.3 and 8.10	Client Name:	City of Toppenish
Project Name:	Water System Plan Update		
Project Manager:	Ryan Withers	Submitted by:	
Billing Start Date:		Billing End Date:	
Description:	GPS Unit for data collection and calibrated pitot and pressure gauges for hydrant flow testing		

SYSTEM FLOW AND PRESSURE TESTING EQUIPMENT

RATE LIST	RATE	UNIT	Qty.	Days	Total
Pressure Data Logger	$30	$/Day			0.00
Pressure Data Logger	$120	$/Week			0.00
Pressure Data Logger	$360	$/Month			0.00
Set of 2 Hose Monster Assemblies[1]	$50	$/Day			0.00
Set of 2 Hose Monster Assemblies[1]	$200	$/Week			0.00
Set of 2 Hose Monster Assemblies[1]	$600	$/Month			0.00
Set of 6 Pressure Data Loggers	$180	$/Day			0.00
Set of 6 Pressure Data Loggers	$720	$/Week			0.00
Set of 6 Pressure Data Loggers	$2,160	$/Month			0.00
Set of 2 Hose Monster Assemblies[1] w/ 6 Pressure Data Loggers	$230	$/Day	1	1 Day/s	230.00
Set of 2 Hose Monster Assemblies[1] w/ 6 Pressure Data Loggers	$920	$/Week			0.00
Set of 2 Hose Monster Assemblies[1] w/ 6 Pressure Data Loggers	$2,760	$/Month			0.00
Set of 2 Hose Monster Assemblies[1] w/ 9 Pressure Data Loggers	$320	$/Day			0.00
Set of 2 Hose Monster Assemblies[1] w/ 9 Pressure Data Loggers	$1,280	$/Week			0.00
Set of 2 Hose Monster Assemblies[1] w/ 9 Pressure Data Loggers	$3,840	$/Month			0.00
Flow Meter	$50	$/Day			0.00
				Total	230.00

[1] Hose Monster Assemblies refers to One Hose Monster™, one 10-foot rubber fire hose, one pitotless nozzle, one brass gate valve, one 12-foot remote reader, one pressure gauge, and one portable tool chest.

SYSTEM FLOW AND PRESSURE TESTING EQUIPMENT

RATE LIST	RATE	UNIT	Qty.	Days	Total
Pressure Data Logger with Diaphragm Seal	$35	$/Day			0.00
Pressure Data Logger with Diaphragm Seal	$140	$/Week			0.00
Pressure Data Logger with Diaphragm Seal	$420	$/Month			0.00
Set of 3 Pressure Data Loggers with Diaphragm Seals	$105	$/Day			0.00
Set of 3 Pressure Data Loggers with Diaphragm Seals	$420	$/Week			0.00
Set of 3 Pressure Data Loggers with Diaphragm Seals	$1,260	$/Month			0.00
				Total	**0.00**

SPECIAL EQUIPMENT - PUMP AND MOTOR TESTING

RATE LIST	RATE	UNIT	Qty.	Days	Total
Coco-80 w/ 4 Accelerometers	$80	$/Pump			0.00
Coco-80 w/ 4 Accelerometers	$320	$/Day			0.00
Coco-80 w/ 4 Accelerometers	$960	$/Week			0.00
ITIG-II w/ test probes	$90	$/Pump			0.00
ITIG-II w/ test probes	$360	$/Day			0.00
ITIG-II w/ test probes	$1,080	$/Week			0.00
ITIG-II and PP w/ test probes	$190	$/Pump			0.00
ITIG-II and PP w/ test probes	$760	$/Day			0.00
ITIG-II and PP w/ test probes	$2,280	$/Week			0.00

RATE LIST	RATE	UNIT	Qty.	Days	Total
PowerSight 3500 w/ test probes	$15	$/Pump			0.00
PowerSight 3500 w/ test probes	$60	$/Day			0.00
PowerSight 3500 w/ test probes	$180	$/Week			0.00
FLIR E8 WIFI Thermal Camera	$15	$/Pump			0.00
FLIR E8 WIFI Thermal Camera	$60	$/Day			0.00
FLIR E8 WIFI Thermal Camera	$180	$/Week			0.00
				Total	0.00

[1] ITIG-II Model C is the Motor Winding Analyzer that RH2 employs for testing purposes.

MATERIALS INTERGRITY EQUIPMENT					
RATE LIST	RATE	UNIT	Qty.	Days	Total
Articulating Boroscope	$ 200	$/Day			0.00
Thru-Coat Thickness Gauge	$ 200	$/Day			0.00
Dry Film Thickness Gauge	$ 50	$/Day			0.00
Wenner 4-Pin Method	$ 200	$/Day			0.00
AWWA Soil Testing	$ 150	$/Sample			0.00
Rectifier	$ 135	$/Day			0.00
	$ 540	$/Week			0.00
	$ 1,620	$/Month			0.00
				Total	0.00

SPECIAL EQUIPMENT - GPS UNIT (Trimble Catalyst DA2 Receiver)					
RATE LIST	RATE	UNIT	Qty.	Weeks	Total
GPS Unit with Operator at Professional Rate not Included - Submeter (30cm) Accuracy*	$ 50	$/Hr			0.00
	$ 75	$/Day			0.00
	$ 250	$/Week			0.00
GPS Unit with Operator at Professional Rate not Included - Centimeter (1cm) Accuracy	$ 100	$/Hr			0.00
	$ 150	$/Day			0.00
	$ 500	$/Week	1	2 Week/s	1,000.00
Unit resides in Bothell. Optimally, unit use is limited to Bothell, Bellevue, Tacoma until add'l units purchased. * Additional software accuracy rates are available (10 and 60cm). Reach out to Alicia / Noah for use.				Total	1,000.00

SPECIAL EQUIPMENT - DRONES					
RATE LIST	RATE	UNIT	Qty.	Days	Total
Drone with Operator at Professional Rate not Inlcuded	$ 50	$/Hr			0.00
	$ 100	$/Day			0.00
	$ 400	$/Week			0.00
				Total	0.00

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-124

Meeting Date:	November 24, 2025
Subject:	AB 25-124: [Proposed] Resolution No. 2025-90, Approving Change Order No. 1 for Storage of Biosolids Equipment.
Attachments:	1. Resolution No. 2025-90 BCR Change Order 1 2. 2025-11-14 - 25014G - CO 01 - Equipment Storage 3. Pictures from 2025-11-14 - 25014G - CO 01 - Equipment Storage
Presented By:	Dan Musgrave, Public Works Supervisor
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The Wastewater Treatment Plant (WWTP) is without means to manage solids and produce biosolids due to failed equipment. A dryer system was pre-purchased through BCR Environmental and is scheduled to arrive December 2025. The dryer system is part of a larger project funded by state appropriations and the Public Works Board. The permanent building is currently in design with construction anticipated to start in April 2026. The dryer is large weighing approximately 9 tons, and is 26 feet long.

The arrival of the dryer causes concern to the City due to the possibility of vandalism damage and temporary placement of the equipment out of the weather. Also, when construction starts the dryer equipment will have to be moved by crane to it's permanent installation location. The equipment manufacturer does not have the room to store the dryer, but has an option to rent additional space in their factory for $1,500 per month. The change order for Council's consideration includes 8 months of storage, however between 4-6 months is anticipated. The City will not be penalized and nor will payment be owed for any months where storage is not needed.

The attached change order is for $12,960 including sales tax.

Fiscal Impact:

The fiscal impact is $12,960.

Recommendation:

Approve Resolution No. 2025-90, authorizing the City Manager to execute Change Order No. 1 for the Indirect Biosolids Dryer System Equipment Procurement.

Alternatives:

RESOLUTION NO. 2025-90

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON AUTHORIZING CHANGE ORDER 01 FOR THE INDIRECT BIOSOLIDS DRYER SYSTEM EQUIPMENT PROCUREMENT FOR THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Toppenish (hereinafter the “City”) has pre-purchased an indirect biosolids dryer to manage solids for the Wastewater Treatment Plant (hereinafter “WWTP”) through BCR Environmental; and,

WHEREAS, the biosolids dryer is massive both in size and weight and is currently scheduled to be delivered in December 2025; and,

WHEREAS, if delivered to the WWTP it will be City Staff’s responsibility to ensure the equipment is appropriately housed and secured until its installation expected mid 2026; and,

WHEREAS, significant concern has been raised about both securing the equipment due to vandalism at the WWTP and housing the equipment as currently there is no available space; and,

WHEREAS, an option has been evaluated with BCR Environmental to delay shipping of the equipment until it can be permanently placed into operation at a storage cost of $1,500 per month not including sales tax; and,

WHEREAS, after evaluating the storage cost estimated at $12,960 not-to-exceed including sales tax for eight months, compared to the cost of securing and housing the equipment at the WWTP for eight months and moving the equipment to its final installation location, it was determined processing a Change Order for storage was in the best interest of the City.

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

Section 1. Approval: The City Council of the City of Toppenish thereby authorizes the City Manager to execute Change Order No. 1 with BCR Environmental, attached hereto, for a cost not-to-exceed $12,960, and act 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 24, 2025.

ELPIDIA SAAVEDRA, MAYOR

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

CHANGE ORDER NO. 1

DATE:	November 14, 2025
PROJECT OWNER:	City of Toppenish
PROJECT NAME:	Wastewater Treatment Plant Indirect Biosolids Dryer System - Equipment
HLA PROJECT NO.:	25014G
MANUFACTURER:	BCR Environmental

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	$	2,887,920.00
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	$	2,887,920.00
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	$	12,960.00
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	$	2,900,880.00

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

MANUFACTURER: ______________________________ Date: ______________

ENGINEER: ______________________________ Date: ______________

OWNER: ______________________________ Date: ______________

CHANGE ORDER NO. 1

DATE: November 14, 2025
PROJECT OWNER: City of Toppenish
PROJECT NAME: Wastewater Treatment Plant Indirect Biosolids Dryer System - Equipment
HLA PROJECT NO.: 25014G
MANUFACTURER: BCR Environmental

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 1					
2	CO 01 - Dryer Equipment Storage	Month	8	$ 1,500.00	$ 12,000.00
				CHANGE ORDER NO. 1 SUBTOTAL:	**$ 12,000.00**
				8.0% Sales Tax	**$ 960.00**
				CHANGE ORDER NO. 1 TOTAL:	**$ 12,960.00**

Change Order 01 is being executed to implement a mechanism to pay the equipment manufacturer, BCR Environmental (BCR), for temporary storage of City's dryer equipment until the City facility is ready to receive and securely store it. Equipment has been manufactured and is ready for shipment, but the City's Wastewater Solids Treatment Plant building is not yet built. It is anticipated the equipment will be stored for 4-6 months, however, BCR has agreed to store it for up to 8-months if needed. The City of Toppenish will pay only for actual time equipment is stored. BCR Environmental has procured a secured storage facility for the equipment until the City is ready to receive it. The Engineer and City have explored many storage options and found this to be the most cost effective and secure method for storing the new dryer equipment.

October 21, 2025

City of Toppenish
EOR: HLA Engineering and Land Surveying, Inc.
Attention: Dean Smith
WWTF – Toppenish
501 Annahat Road
Toppenish, WA 98948

RE: Monthly Storage Fee – 25401G (0343-Toppenish) Biosolids Dryer IC-800

Dear Mr. Smith,

Following the final completion of the Biosolids Dryer IC-800 for the City of Toppenish on January 27, 2026, Pillar Innovations Inc., on behalf of BCR Inc., has agreed to provide indoor storage for the dryer at the following location:

Pillar Innovations Inc.
200 Corporate Drive
Grantsville, MD 21536

The dryer will be stored indoors and protected from environmental exposure, staged as if ready for shipment (e.g., shrink-wrapped/boat wrap condition).

Storage Terms: Monthly

- Monthly Rental Fee: $1,500.00
- Rental Period Start Date: TBD
- Payment Method: ACH
- Payment terms : NET 15 days
- Payment Contact: Jean McKee – accounting@bcrinc.com

Please let us know if you require any additional documentation or have questions regarding the storage arrangement.

EOR - HLA / CITY OF TOPPENISH

By:________________________________
Print Name: ________________________
Print Title: ________________________
Date:______________________________

Print Name: ________________________
Print Title: ________________________
Date:______________________________

BCR ENVIRONMENTAL CORPORATION

By:________________________________
Print Name: Joshua Scott
Print Title: CEO
Date: 11/17/2025

CC:

Dean Smith	dsmith@hlacivil.com
Angie Ringer	aringer@hlacivil.com
Daniel Mustgrave	daniel.musgrave@cityoftoppenish.us
Jean Mckee	accounting@bcrinc.com
Greg Herr	gherr@bcrinc.com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CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-125

Meeting Date:	November 24, 2025
Subject:	AB 25-125: [Proposed] Ordinance No. 2025-16, Creating TMC 17.64.050 Residential On-Site Parking Maximums.
Attachments:	1. Ordinance No. 2025-16 Amending TMC 17.64.050
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

While Toppenish regulates a set minimum amount of off-street parking stalls for residential properties, the Toppenish Municipal Code (TMC) does not regulate the maximum allowed on-site parking of vehicles. After identifying issues with overparked residential properties, staff began researching potential options for amending the code and wishes to present the attached amendment. The proposed code would set a maximum amount of four vehicles per lot, provided more vehicles may be present as long as they are entirely enclosed within a structure, such as a shop or garage. Provisions have also been included in the instance that there is more than four residents at a property that have proof of residency at said address and the cars are registered to the address. In this case the property would be allowed to have an additional vehicle present above the four vehicle maximum for each person above four residents. A breakdown of calculations to show how this would impact properties with varying amounts of residents can be displayed as:

# of Residents	Allowed Vehicles (Unsheltered)
1	4
2	4
3	4
4	4
5*	5*
6*	6*

* All residents of the property must be able to show their drivers license as listing the subject property as their place of residence and each vehicle's registration must match the address of the subject property.

Additionally, with the TMC not having provisions for vehicle maximums we have a considerable amount of vehicles parked on unapproved surfaces. Where an approved surface is any impervious surface such as gravel, asphalt, and/or concrete. This has resulted in complex and difficult code cases for having junk vehicles (cannot be legally be driven and/or in a state of disrepair) parked on lots without the proper surfacing or lots installing surfacing above and beyond maximum lot coverages. The adoption of an amendment to the TMC that sets maximum vehicle allowances could resolve issues with code enforcement cases and potential impacts to the environment.

The attached code language was presented and reviewed by the Planning Commission on October 15, 2025, and received a recommendation for Council approval. Additionally, the code was previously discussed at the November 3, 2025 City Council Study Session meeting.

Fiscal Impact:
None.

Recommendation:
Approve Ordinance No. 2025-16 Creating TMC Section 17.64.050 for residential on-site parking maximums.

Alternatives:

ORDINANCE NO. 2025-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AMENDING SECTION 17.64.050 OF THE TOPPENISH MUNICIPAL CODE, RELATING TO PARKING LOCATION REQUIREMENTS

WHEREAS, the Toppenish Municipal Code (TMC) provides for regulation of parking requirements, depending upon property uses, distinguishing residential, business, and other uses; and,

WHEREAS, the current provisions of the TMC identify-Street parking facilities for certain residential uses, as well as hospitals, nursing homes, lodging houses and related uses, but do not, currently, provide maximum for some of these uses; and,

WHEREAS, it would be advantageous for the TMC to include provisions, dealing with vehicle parking maximums.

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

Section 1. That Section 17.64.050 the Toppenish Municipal Code (TMC) is amended to read as follows:

17.64.050 Parking - Location requirements.
Off-street parking facilities shall be located according to the following:

A. For one, two, or multiple family dwellings, parking facilities shall be located on the same lot or building site as the buildings they are required to serve. A maximum of four vehicles, not including motorcycles or mopeds, may be parked on a lot with one or two family dwellings unless vehicles in excess of the allowed number are kept within an enclosed structure. Additional vehicles may be allowed if:

1. More than four licensed drivers reside at the same address, an additional motor vehicle for each licensed driver over the four may be parked at that specific address, provided that each licensed driver and said vehicle are registered to that same address.

2. The lot contains more than one legally established residence, including accessory dwelling units. In such cases, the maximum number of vehicles allowed is calculated based on the number and type of dwelling units, as provided in TMC 17.64.030.

B. For hospitals, sanitariums, convalescent, nursing or rest homes, rooming and lodging houses, fraternal organizations and club rooms parking facilities shall be located not more than 150 feet from the buildings they are required to serve.

C. For uses other than specified above parking facilities shall be located not over 500 feet from the buildings they are required to serve.

D. Required parking or loading spaces not within a garage, carport or other structure may be located within the required front, side or rear yard or courts on the lot of the primary use in any district, unless otherwise specified herein.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter.

Section 3. Effective date. This Ordinance shall be effective five (5) days after publication as required by law.

PASSED by the Toppenish City Council at its meeting held on the 24th day of November, 2025.

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ELPIDIA SAAVEDRA, Mayor

ATTEST:

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HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____

DANIEL B. HEID, City Attorney