City Council Study Session Agenda

December 1, 2025 at 5:00 PM
21 West 1st Avenue, Toppenish, WA 98948

1. **Call to Order and Roll Call**

2. **Approve Agenda**

3. **Public Comments Update**

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. **Public Hearing**

   a. AB 25-126: Public Hearing for 2026 Final Budget. Receive Staff Presentation and Public Comments on Proposed 2026 Final Budget.

6. **Presentation**

   a. AB 25-127: Capitol Path Consulting LLC Update.

   b. AB 25-128: Special Events Code Amendment.

   c. AB 25-129: Rentschler Lane Project Update.

   d. AB 25-130: Code Enforcement Updates 2025.

7. **Adjournment**

Next Council Meeting Will Be Held on December 8, 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

Request for Council Action

Agenda Bill No.: 25-126

Meeting Date: December 1, 2025

Subject: AB 25-126: Public Hearing for 2026 Final Budget. Receive Staff Presentation and Public Comments on Proposed 2026 Final Budget.

Attachments: 1. 2026 Final Budget NPH -En-Sp

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 a public hearing prior to adopting the final budget.

The 2026 Final 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 Final 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 Revenues	455,306	2.76%

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 Final 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.

Staff will present the Ordinance to adopt the 2026 Final Budget during the December 8, 2025, Regular Meeting.

Fiscal Impact:

Recommendation:
Receive public input regarding the 2026 Final Budget.

Alternatives:

CITY OF TOPPENISH

21 West 1st Avenue
Toppenish, WA 98948

CITY OF TOPPENISH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Toppenish City Council will hold a final public hearing at 5:00 p.m. on December 1, 2025, in the Council Chambers at City Hall. The purpose of the hearing is to consider the 2026 Final Budget. All residents are encouraged to attend.

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

CIUDAD DE TOPPENISH
AVISO DE AUDIENCIA PÚBLICA

POR MEDIO DE LO PRESENTE SE AVISA que el Concilio de la Ciudad de Toppenish llevará a cabo una última audiencia pública el 1 de diciembre, 2025, a las 5:00 p.m. en las Salas del Concilio en el Ayuntamiento de la ciudad. El propósito de la audiencia es considerar el Presupuesto Final del año 2026. Se anima a todos los residentes a asistir.

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

Heidi Riojas, CMC
City Clerk

PUBLISH:
Sunnyside Sun: November 12, 2025, and November 19, 2025

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

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: AB 25-127

Meeting Date: December 1, 2025

Subject: AB 25-127: Capitol Path Consulting LLC Update.

Attachments:
1. Toppenish Legislative Deck
2. Toppenish Legislative Agenda (Final)
3. DRAFT Resolution No. 2025-xx Capitol Path Consulting LLC Agreement
4. DRAFT Capitol Path Consulting Contract Agreement

Presented By: Adam Vaughn, Finance Director

Approved for Agenda By: Dan Ford, City Manager

Discussion:

John Culton of Capitol Path Consulting LLC will present his work over the past year to secure federal funding for the City's two largest capital improvement projects.

Capitol Path Consulting LLC supports the City by representing its funding needs and engaging with federal agencies, members of Congress, state agencies, and local stakeholders to strengthen the City's efforts to obtain federal funding.

Fiscal Impact:

Recommendation:

Alternatives:

CAPITOL PATH

CONSULTING

CAPITOL PATH
CONSULTING

When you work with Capitol Path Consulting, you get access to our entire team of advocacy professionals.

John Culton
Principal

Kyla Shkerich Blair
Principal

Aaron Asmus
Creative Director & Grant Writer

Daniel Pailthorp
Sr. Associate

Marci Miller
Business Manager & Sr. Advisor

State of Play

CITY OF TOPPENISH

- 60 Day Session (Short)
  - Supplemental Budget
- Election year -
  - 122 seats are up for election/re-election
  - 98 Representatives
  - 24 Senators
- Last Session -
  - Raised $9 Billion (over 4 years) in new revenue
  - Delayed programs

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Budgets

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- Gov's Budget – Releasing in Late December
- Operating:
  - $16B budget shortfall (last session)
  - Projected Revenue significantly less than expected ~ $1–1.5B less
  - No new operating asks (Senate Budget Lead)
- Capital Budget
  - Better than operating - Still going to be challenging
- Transportation
  - Will still need to look for some way to increase revenue slightly

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Reality

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- Urgent backfill needs:
  - Federal cuts
    - Medicaid – Billions in reductions
    - Early Learning – Head start funding
- Maintain critical services
- Where is the money?
    - Public Works Board
    - Further Delays to Programs
  - New Revenue?
    - Election Year Impact
    - Progressive Options?

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Draft Legislative Priorities

CITY OF TOPPENISH

Capital Funding Request

- Wastewater Treatment Plant – Building off of $2M in funding in the 2025 capital budget, Toppenish is seeking the next phase of investments of between $1-2M for the next phase of improvements

Future Capital Funding Request (2027 Legislative Session)

- Toppenish will seek $500,000 to build a community splash pad and recreation facilities in the 2027 legislative session

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Draft Legislative Priorities

CITY OF TOPPENISH

Rural Infrastructure Investments

- Support funding for municipalities to build infrastructure, water and sewer, to available industrial land to spur economic development through the:
  - Public Works Board
  - Community Economic Revitalization Board (CERB)
  - Drinking Water State Revolving Fund

Economic Development

- Maintain and increase funding to revitalize downtown cores and address blighted properties through programs, including CERB
- Increase equitable regional funding for Associate Development Organizations (ADOs)

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Draft Legislative Priorities

CITY OF TOPPENISH

Governance

- Support for state funding for trial court indigent public defense services (HB 1592/SB5404) - $250,000 cost per year for Toppenish

- Increase funding for Public Safety needs, including but not limited to support for hiring and retaining officers as well as capital investments

- Increase support for local governments to provide services and address homelessness by expanding the Encampment Resolution Program (ERP) to city-owned property to help address unsanctioned encampments

- Sales Tax on IT – Recent revenue changes implemented sales tax on municipalities' IT costs.
  - Toppenish is seeking an exemption for small cities
- Continue the State & Local Cybersecurity Grant Program (federal pass through)and create a dedicated grant program for small municipalities to upgrade basic IT systems.
  - Toppenish recently (Nov. 2025) received notice of a 30K award

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Federal Update - 43 Day Shutdown is Over

CITY OF TOPPENISH

- Shutdown Ended: November 13, 2025
  - Longest in U.S. history (43 days)
- Deal Summary: CR through January 30th at FY 25 levels; full year funding for VA Agriculture and Legislative Branch through September 2026
- Senate Vote: 60-40 (8 Democrats + 1 Independent joined Republicans)
- House Vote: 222-209 (mostly Republicans; 6 Democrats Supported)
- Key Provisions: All federal employee furloughs reversed; backpay guaranteed; remaining FY26 bills (included FSGG, Energy-Water, Interior) still pending markup

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FY 2026 Appropriations Status – 12 Bills Overview

CITY OF TOPPENISH

- Enacted (3 Bills): Agriculture VA/MilCon, Legislative Branch
- In Next Tranche:
  - Transportation, Housing and Urban Development (THUD) - Highways, Transit, Housing, HUD Community Development
  - Commerce, Justice, Science (CJS) - FBI, Federal Courts, Department of Commerce, Law Enforcement, NASA, Census Bureau
  - Interior & Environment – EPA, Tribal Programs, National Parks, Fish & Wildlife Service, Forest Service
- Remaining Status: Financial Services & General Government (FSGG), Energy- Water, Homeland Security, State

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Public Safety Building - Federal Funding Secured

CITY OF TOPPENISH

- Funding Secured: $900K Through FY 2026 Agriculture Appropriations Bill (now enacted)
- Projected Impact: Funding to complete the necessary interior and exterior renovations to being the precinct online and reduce the City's annual operating deficit
- Next Steps: Grant agreement execution and project planning underway

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Wastewater Treatment Plant – Interior & Environmental Bill Pending

CITY OF TOPPENISH

- Funding Sought: $2M for wastewater treatment plant through Interior & Environment Appropriations Bill
- Project will provide funding for the anerobic digester and reduce the City's debt associated with the larger Wastewater Treatment Plant project
- Timeline: Passage anticipated by the end of the calendar year, funds available by early CY 2026
- Action Items: Continued advocacy and coordination with delegation on bill priorities

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Looking Ahead – FY 2027 Strategy

CITY OF TOPPENISH

- FY 2026 Success: Two (2) earmarks in one fiscal year is rare and demonstrates the power of sustained advocacy and relationship-building with congressional staff
- Critical Elements of Success: State staff tours, Mayor's presence in DC, direct engagement with delegation offices build the relationships essential for securing funding
- FY 2027 Outlook: Securing two (2) consecutive years of appropriations requires continued momentum and strategic engagement – not a given, but entirely achievable
- Key Champion: Senator Murray is positioned as the City's strongest advocate in FY 2027; ongoing coordination with her office is essential
- Next Steps: Continue building relationships with congressional staff, schedule delegation meeting early in FY 2027 cycle; maintain visibility on (wastewater treatment plant) project progress

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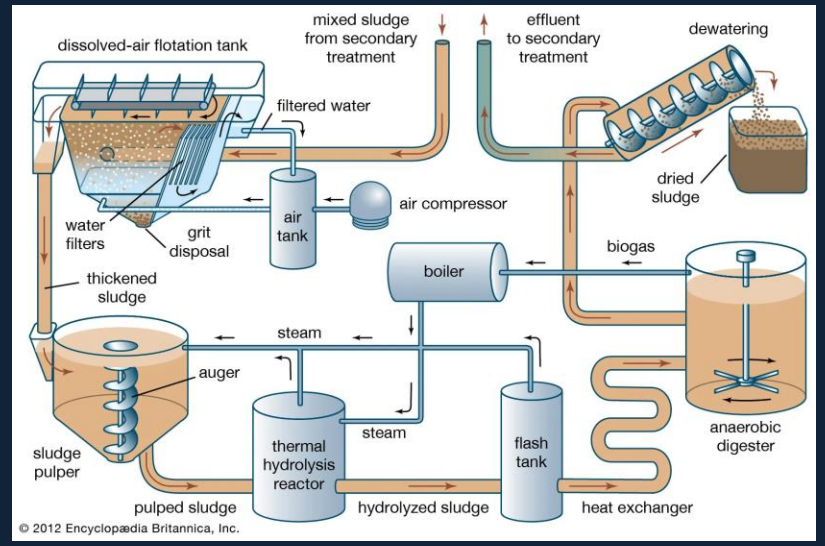
FY 2027 Federal Appropriations Request

CITY OF TOPPENISH

The City is seeking **$2M to fund the Sludge Water Treatment infrastructure.** The funding will be matched with $7M in secured funding, including an $8.2M Public Works Board award.

The investment is critical to support the residents of Toppenish as the City faces a $5.6M loan with $310,000 in annual payments—burdensome for a community already paying the highest utility rates in Yakima County.



$2M Investment will ensure the long-term water security for the community.

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Monthly Grants Matrix

CITY OF TOPPENISH

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Grant Bulletin: November 2025 to January 2026

The purpose of this communication is to list available grant opportunities over the coming three months to alert clients as to opportunities available and details of each within the November 2025 to January 2026 timeframe.

I. Community Development

Name	Prerequisite	Contact Email	Funding Bucket	Max Funding	Local Match	Publish Date	Deadline
State Community Economic Revitalization Board - Planning Grant Program	Economic Development Related - Industrial, Office. Also, letter of support from Associated Development Organization.	janea.stark@commerce.wa.gov	$ 40,000,000.00	$ 100,000.00	20%	10/1/25	12/2/25
Description							
Studies to evaluate high-priority economic development and rural broadband projects.							
Website							
https://www.commerce.wa.gov/cerb/cerb-pp/							
Jackson Street Extention	S Juniper & Jackson Street Improvements. Magnolia to Monroe Avenue.	Mural Attraction Sidewalk Improvements.	Second Avenue Improvements (Division to G Streets).	S Toppenish Avenue Improvements (Asotin to 2nd).	Idaho Street Extension (SR-22 to N Elm Street).	Washington Beef Consolidation.	Toppenish Wastewater Treatment Plant Improvement.
Name	**Prerequisite**	**Contact Email**	**Funding Bucket**	**Max Funding**	**Local Match**	**Publish Date**	**Deadline**
Walmart Sparks Grants	Get nomination from nearest Walmart Store or Warehouse.	Walmart Staff	Unknown	$5,000	None	8/1/25	November 3rd to December 31st
Description							

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Advocacy Timeline & Next Steps

CITY OF TOPPENISH

Federal Advocacy Calendar (FY 2027 Cycle)

FEDERAL APPROPRIATIONS TIMELINE

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AUG — Convene internal strategy sessions to define funding and policy priorities and messaging.

SEP — Finalize materials; begin outreach to state/regional staff for district briefings.

OCT — Conduct district tours and project or policy briefings to build local support and visibility.

NOV — Continue district engagement; refine asks based on feedback and political landscape.

DEC — Wrap up district outreach; prepare submission materials and schedule DC meetings.

JAN **FEB** **MAR** — Facilitate DC fly-in; meet with congressional offices and committee staff to advocate for funding or policy objectives.

FEB — Submit formal requests—Congressionally Directed Spending (CDS), Community Project Funding (CPF), programmatic, and report language—before member portal deadlines, typically by the end of February.

MAR — DC Advocacy

APR — Members submit appropriations requests to relevant subcommittees. Appropriations subcommittees begin reviewing requests and drafting bills.

MAY — Final Phase of Advocacy and Appropriations Process

Respond promptly to member staff if committees request client information or clarification. This marks the final phase of active advocacy: projects that fail to clear subcommittee markups are not considered for funding. Those that advance move to the full appropriations committee, then to a floor vote in each chamber.

JUN — Monitor full committee markups; continue technical support if needed.

JUL — Track bill progress; prepare for potential amendments and floor action.

AUG — *Begin FY28 advocacy process

Recess outreach; meet with district staff to reinforce local impact and maintain momentum.

SEP — Final negotiations; support positioning for inclusion in final packages; September 30th—End of FY26. Oppose any full-year Continuing Resolution (CR), which would eliminate all new appropriations requests. Support a short-term CR only if necessary to allow final negotiations and preserve the opportunity for funded projects to be enacted. Maintain contact with key staff until passage and signature.

Thank You

CITY OF TOPPENISH

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CONSULTING

Kyla Shkerich Blair, Principal
Kyla@thecapitolpath.com

John Culton
John@thecapitolpath.com

City of Toppenish

84.4% of the community is Hispanic/ Latino

Median household income Is 32% below the State average, at $64,327

2026 Legislative Agenda

The City of Toppenish (LD 14) is a city of 8,800 residents located in the Yakima Valley, entirely within the Yakima Indian Reservation. Agriculture remains the backbone of Toppenish's local economy, with a significant share of residents employed in farming, harvesting, and food production.

Capital Funding Request

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- Continue the State & Local Cybersecurity Grant Program (federal pass through) and create a dedicated grant program for small municipalities to upgrade basic IT systems
- Toppenish recently (Nov. 2025) received notice of a 30K award to support IT updates

Governance

- Support for state funding for trial court indigent public defense services (HB 1592/SB5404) - $250,000 cost per year for Toppenish
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Future Capital Funding Request

Toppenish will seek $500,000 to build a community splash pad and recreation facilities

City Manager: Dan Ford
(509)-379-0847
dan.ford@cityoftoppenish.us

CAPITOL PATH CONSULTING

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON APPROVING A CONSULTING SERVICES AGREEMENT WITH CAPITOL PATH CONSULTING LLC FOR GOVERNMENT AFFAIRS SERVICES

WHEREAS, the City of Toppenish desires to pursue federal funding opportunities; and,

WHEREAS, the City does not have sufficient staff to perform any necessary government affairs services; and,

WHEREAS, Capitol Path Consulting LLC, is a Limited Liability Company, capable of engaging with federal agencies, members of Congress, state agencies, and local stakeholders to enhance the City's efforts to secure federal funding; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a Consulting Services Agreement with Capitol Path Consulting LLC, as attached.

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

The attached Consulting Services Agreement between the City of Toppenish and Capitol Path Consulting LLC is approved, and the City Manager is authorized and directed to execute said agreement on behalf of the City.

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

PASSED by the Toppenish City Council at its regular meeting held on December 8, 2025.

_____

ELPIDIA SAAVEDRA, Mayor

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ATTEST:

_____

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

_____

DANIEL B. HEID, City Attorney

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CAPITOL PATH CONSULTING
SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("**Agreement**") is made and entered into effective as of November 1, 2025 (the "**Effective Date**"), by and between, **Capitol Path Consulting**, a Washington limited liability company ("**Consultant**"), and City of Toppenish, a Washington State CIty (**"Client"**). Consultant and Client are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." The Parties agree as follows:

Summary.

The Consultant provides professional consulting services, and the Parties enter into this Agreement to specify the terms and conditions on which Client may engage Consultant to provide services (the "**Services**") described in one or more written statements of work (each, an "**SOW**").

1. Definitions.

The following capitalized terms used in this Agreement have the meanings set forth below:

1.1 "**Affiliate**" means with respect to any Party, any other Person, which controls, is controlled by, or is under common control with, such Party. "**Control**" means (a) that an entity or company owns, directly or indirectly, more than fifty percent (50%) of the voting stock of another entity, or (b) that an entity, person or group has the actual ability to control and direct the management of the entity, whether by contract or otherwise.

1.2 **"Intellectual Property Rights"** means all intellectual property rights and moral rights protectible under any laws or international conventions throughout the world, and in each case including without limitation the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

1.3 "**Person**" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, any federal, state or local government or any court, administrative or regulatory agency or commission or other governmental authority or agency, domestic or foreign, or other entity.

2. Consulting Services.

2.1 Services; Deliverables. Upon mutual execution of a SOW by Client and Consultant, Consultant shall: (i) perform all Services described therein in accordance with the terms of such SOW, and (ii) shall provide any documents or other items that Consultant is required to deliver to Client under the terms of such SOW (the "**Deliverables**"). Each SOW executed after the Effective Date is incorporated herein by reference.

2.2 Performance. Consultant shall perform the Services and provide any Deliverables in a timely, professional, and competent manner in accordance with industry standards using qualified personnel.

2.3 Changes. Either Party may request changes to an SOW. Each such request must be in writing, reasonably detailed and must include the requesting Party's good faith estimate of the impact of the requested changes (e.g., timing and cost). Any change to an SOW will not become effective unless in writing and mutually executed.

3. Responsibilities of Client.

3.1 Client Assistance. Client shall reasonably cooperate with Consultant's requests for information or approval in connection with performance of the Services. Client shall also comply with any additional requirements or obligations set forth in an applicable SOW.

3.2 Client Delays. Client acknowledges and agrees that performance of the Services by Consultant depends upon timely performance of all applicable Client obligations and that Consultant will not be liable for delays caused by Client.

4. Payment.

4.1 Fees. Client is engaging Consultant on a monthly retainer at a rate of $5,000 per month. Consultant will provide Client with invoices (each, an "**Invoice**") for Services based on the fees for such Services and expenses incurred for the applicable time period based on the terms of this Agreement and any applicable SOW (collectively, the "**Fees**"). Unless otherwise agreed in writing, Consultant will deliver a monthly Invoice to Client for all Fees. All Fees are non-refundable. Consultant reserves the right to adjust its rates from time to time and such rates will become effective upon

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thirty (30) days prior written notice to Client.

4.2 Payment. Unless otherwise set in an SOW, Client will pay Consultant (by wire transfer or other method mutually acceptable to the Parties) all Fees within thirty (30) days following receipt of the applicable Invoice. Late payment of Fees may be subject to interest on the past due amount at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

4.3 Taxes. All Fees are exclusive of, and Client will pay, all taxes, duties, and assessments, however designated, which are levied or imposed upon such Fees or the use or provision of the Services, excluding only taxes based on Consultant's net income (for which Consultant will be responsible).

5. Intellectual Property.

5.1 Ownership. Consultant and Client reserve all Intellectual Property Rights not expressly granted herein. Client acknowledges and agrees that any Intellectual Property Rights developed by Consultant are and will remain the exclusive property of Consultant. Unless otherwise expressly set forth herein, nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any Intellectual Property Rights of either Party.

5.2 License to Deliverables. Subject to the terms and conditions of this Agreement, Consultant hereby grants to Client a non-exclusive, irrevocable, perpetual, royalty-free, fully paid up, worldwide, transferable license, including the right to grant sublicenses through multiple tiers, to use, reproduce, distribute, and modify the Deliverables as reasonably necessary or desirable in the normal course of Client's business.

6. Confidentiality.

6.1 Confidential Information. "**Confidential Information**" means any non-public information that one Party (the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**") in connection with this Agreement or the performance of the Services that a reasonable person would recognize as confidential based on the nature of the information and the circumstances of disclosure, whether disclosed orally, visually, electronically or otherwise, but does not include information that; (i) has been legally made public, other than by acts of the Receiving Party; (ii) was or becomes independently known or available on a non-confidential basis from a third-party; or (iii) is developed independently by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party. Unless otherwise agreed in writing, all Confidential Information is provided "AS-IS".

6.2 Nondisclosure of Confidential Information. The Receiving Party shall use the same degree of care to avoid disclosure of the Disclosing Party's Confidential Information as it employs or would employ with respect to its own Confidential Information that is not meant to be disclosed, but at all times shall use at least reasonable care to avoid such disclosure. The Confidential Information shall be kept confidential and shall not be disclosed by the Receiving Party in any manner whatsoever, in whole or in part, without written permission by the Disclosing Party except that the Receiving Party may disclose the Confidential Information to its employees, advisors, officers, directors, managers, agents, owners, advisors, and attorneys that have a reasonable need to know such Confidential Information and are subject to nondisclosure obligations no less restrictive than this Agreement (collectively, "**Representatives**"). Each Party shall be responsible for the acts and omissions of its Representatives with respect to the Confidential Information.

6.3 Use of Confidential Information. The Receiving Party shall not use the Confidential Information, directly or indirectly, for any purpose other than as is reasonably necessary in connection with performing its obligations or exercising its rights under this Agreement. The Receiving Party shall promptly notify the Disclosing Party of any loss, misuse or misappropriation of the Confidential Information. Upon termination or expiration of this Agreement, the Confidential Information (and all copies, summaries and notes of or relating to the Confidential Information) shall be returned to the Disclosing Party by the Receiving Party in accordance with the Disclosing Party's instructions.

6.4 Required Disclosure. In the event the Receiving Party is requested, pursuant to subpoena or other legal process, to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with immediate written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Receiving Party (or such other person) shall furnish only that portion of the Confidential Information that is legally required as determined by the Receiving Party in good faith.

6.5 DTSA Notice. Pursuant to 18 USC §1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is

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made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

7. **Insurance**. For so long as this Agreement remains in effect, Consultant shall, at its sole cost and expense, obtain and maintain in full force and effect: (i) insurance coverage in such amounts and covering such risks as is customarily carried under similar circumstances by other Persons; and (ii) such additional insurance coverage as is set forth in an applicable SOW. Consultant shall, upon request from Client, provide Client with evidence of the insurance required to be maintained hereunder.

8. **Representations and Warranties**.

Each Party represents and warrants to the other Party as follows:

(a) this Agreement, when executed and delivered by such Party, shall constitute valid and legally binding obligations of such Party, enforceable against such Party in accordance with its terms except (i) as limited by the applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;

(b) the execution and delivery by such Party of this Agreement, and the performance by such Party of its obligations under this Agreement will be duly authorized by all necessary corporate action and does not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to such Party; and

(c) The performance by each Party under this Agreement will not conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease, or other instrument, agreement or arrangement (whether written or oral) binding on such Party.

9. **Disclaimer of Warranties**.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES AND DELIVERABLES ARE PROVIDED "AS-IS" AND CONSULTANT AND ITS AFFILIATES MAKE NO EXPRESS WARRANTIES, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES AND THE DELIVERABLES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Indemnification**.

10.1 Indemnification by Client. Client shall defend, indemnify, and hold Consultant and its agents, employees, and owners harmless from and against all liabilities, penalties, costs, losses, damages and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Damages**"), in any action or claim brought by a third party arising out of or resulting from: (i) any breach of this Agreement by Client; ii) any violation of applicable law, rules or regulations by Client; or
(iii) the gross negligence or willful misconduct of Client.

10.2 Indemnification by Consultant. Consultant shall defend, indemnify, and hold Client and its Affiliates, and their respective agents, employees, and owners harmless from and against all Damages in any action or claim brought by a third party against Client to the extent it is based on a claim that the Deliverables infringe any copyright, trademark, or patent, or misappropriate any trade secrets, and Client will pay those costs and damages awarded against the Company by a court of competent jurisdiction (or agreed to in settlement) that are attributable to such infringement or misappropriation. Notwithstanding the foregoing, both Parties acknowledge and agree that Consultant will have no obligation under this Section 11.2 with respect to any claim of infringement arising from the combination of the Deliverables with any services, hardware, data or business processes not provided by Consultant.

10.3 Procedure for Indemnification. A Party entitled to indemnification under this Agreement (an "**Indemnified Party**") shall:
(a) provide the Party that is required to provide indemnification (the "**Indemnifying Party**") with prompt written notice of the lawsuit or action (though any failure to give notice will only affect the Indemnifying Party's obligations to the extent such failure materially impaired the Indemnifying Party's ability to effectively defend or settle the lawsuit or action); (b) give the Indemnifying Party sole control of the defense of the lawsuit or action and any related settlement negotiations (though the Indemnified Party and individuals may participate in the defense and settlement at their own expense, and the Indemnifying

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Party may not enter into any settlement that adversely affects the indemnified Party and Individuals' respective interests to a material degree without their written consent); and (c) providing to the indemnifying Party (at the Indemnifying Party's expense) all assistance, information and authority reasonably required to effectively defend or settle the lawsuit or action. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

10.4. LIMITATION OF LIABILITY

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 11) OR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (SECTION 7), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL AND DAMAGE TO REPUTATION).

IN NO EVENT WILL CONSULTANT'S TOTAL AGGREGATE LIABILITY TO CLIENT (FOR DIRECT, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES OR THEORY OF LIABILITY) ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT TO CONSULTANT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY. THIS LIMIT IS CUMULATIVE AND NOT PER INCIDENT (*i.e.,* THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT INCREASE THE LIMIT).

11. Term and Termination.

11.1 Term. This Agreement shall have an initial term commencing on the Effective Date and ending upon the one-year anniversary of such date (the **"Initial Term"**), unless earlier terminated pursuant to Section 11.2. Upon expiration of the Initial Term, and unless earlier terminated pursuant to Section 11.2 this Agreement shall renew, automatically for subsequent one-year terms, (each a "**Renewable Term**") unless either Party provides not less than thirty (30) days written notice of its intent not to renew. The Initial Term and any applicable Renewal Term(s) are referred to herein collectively as the "**Term**"

11.2 Termination.

(a) Termination for Convenience. Client and Consultant each may, upon not less than ninety (90) days written notice to the other Party, terminate this Agreement.

(b) Termination by Either Party. Client and Consultant each shall have the right to terminate this Agreement upon written notice to the other party, upon the occurrence of any of the following:

(i) a material breach or default by the other party of any of its representations, warranties, covenants or agreements under this Agreement, which breach or default is susceptible to cure and is not cured within a period of thirty (30) days following written notice thereof to the breaching party; provided, however, that a failure to cure such breach or default within such period shall not be grounds for termination of this Agreement so long as: (A) the breaching party has theretofore commenced taking, and continues in good faith to take, all steps necessary to cure such breach or default; and (B) such breach or default is cured within a period of time which, under all prevailing circumstances, is reasonable;

(ii) the other party fails to pay its debts as such debts become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors; or any proceeding is be instituted by or against the other party seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding remains undismissed or unstayed for a period of thirty (30) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) occurs; or

(iii) if a Force Majeure Event (as defined in Section 13.9) continues for a period of more than six (6) months and substantially affects the ability of the other party to perform any of its material obligations hereunder.

11.3 Effects of Termination or Expiration; Survival. Upon the expiration or termination of this Agreement for any reason: (i) Client shall deliver payment for all Services performed as of such date; and (ii) each Party shall deliver to the other Party any other materials bearing or consisting of the other Party's Confidential Information. The payment obligations of the Parties shall survive termination or expiration of this Agreement. Any provisions stated to survive termination or expiration of this Agreement shall survive for the periods described herein.

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12. General Terms.

12.1 Governing Law. This Agreement shall be governed by the laws of the United States and the internal law of the State of Washington, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Washington.

12.2 Entire Agreement. This Agreement (including any applicable SOWs) constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any prior written or oral agreements relating to the subject matter hereof existing between the Parties are expressly superseded.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. Client shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of Consultant, which shall not be unreasonably withheld.

12.4 Modification; Waiver. No waiver, modification or amendment to this Agreement will be effective unless in writing and signed by both Parties. No failure on the part of either party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right. The remedies herein are cumulative and in addition to any other remedies provided by applicable law.

12.5 Publicity. Consultant may include Client in Consultant's customer lists, and Client will participate in Consultant's reference program (e.g., by cooperating to prepare a standard profile of Client, including Company's logo and an executive quote, that Consultant will be permitted to use for marketing purposes).

12.6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) seven (7) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Notices to the Parties shall be addressed as follows:

If to Consultant:
Capitol Path Consulting
Attention: John Culton
PO Box 373
Liberty Lake, WA 99019
Email: john@thecapitolpath.com

If to Client:
City of Toppenish
Name: Dan Ford
21 West 1st Avenue
Toppenish, WA 98948
Email Address: dan.ford@cityoftoppenish.us

12.7 Severability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

12.8 Order of Precedence. In the event of any conflict between this Agreement and the terms of any SOW, the provisions of this Agreement shall control except as otherwise provided herein.

12.9 Force Majeure. Except for payment obligations, an obligation of a party hereunder shall be temporarily suspended during the period in which such party is unable to perform such obligation by reason of any event or condition that is beyond the reasonable control of such party, and could not, by the exercise of due diligence, have been avoided in whole or part by such person (a "**Force Majeure Event**"), but only to the extent of such inability to perform. Immediately following the occurrence of a Force Majeure Event, a party asserting a suspension of its obligations in connection therewith shall notify the other party of the events giving rise to the assertion, the estimated period of suspension and the degree of disruption of operations. Such notice shall be by the most rapid and effective means available under the circumstances. No Force Majeure Event shall relieve either party from those of its obligations that are not affected by such Force Majeure Event

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and the obligations of the Parties to perform as provided by this Agreement through any facilities not affected by the Force Majeure Event shall continue. The Parties shall use reasonable efforts to resume normal performance under this Agreement as soon as possible. Prior to such resumption, the Parties shall perform their respective obligations to the extent practicable. In any such case, the Parties shall use reasonable efforts to mitigate any damage resulting therefrom.

12.10 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute either party as the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the other party. Consultant shall act as an independent contractor under this Agreement and shall maintain complete control over its employees and all of its suppliers and contractors, including, without limitation, and nothing contained in this Agreement shall create any contractual relationship between Company and any such employee, supplier or contractor. Consultant shall perform its obligations hereunder in accordance with its own methods and procedures, subject only to compliance with this Agreement.

12.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.12 Attorneys' Fees. If any legal proceeding (or arbitration) relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

12.13 Dispute Resolution. The Parties hereby irrevocably and unconditionally submit to arbitration conducted by the American Arbitration Association (the "**AAA**") in accordance with the AAA rules applicable to commercial disputes by a single arbiter who is skilled and experienced with respect to matters related to the Services and the place of arbitration shall be City of Toppenish, Washington. The judgment of the arbitrator shall be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the Parties and may be entered in any court of competent jurisdiction. Notwithstanding any provision in this Agreement, either Party may request any judicial, administrative, or other authority in any other jurisdiction to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institute of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies.

STATEMENT OF WORK

This Statement of Work ("**SOW**") forms part of the Consulting Services Agreement entered into by and between Consultant and Client dated as of November 1st 2025 (the "**Agreement**") and is subject to the terms and conditions of the Agreement. Any capitalized terms not defined in this Statement of Work have the meanings indicated elsewhere in the Agreement. In the event of any conflict between this SOW and the Agreement, the Agreement shall prevail. Unless otherwise set forth herein, this SOW is effective as of the later date of signature below. Consultant and Client agree as follows:

General

Client in engaging Consultant to professional consulting services and/or government relation services described in this SOW (the "Services")

1. Services

Objective: Build out City of Toppenish's network of federal and state elected officials and agencies, to support relationships that align with City of Toppenish's objectives, and to assist in identifying different funding opportunities, relationship building and policy advocacy.

Task 1: Discovery Process

Objective: Capitol Path Consulting will undertake a comprehensive discovery process to gain in-depth knowledge of City of Toppenish's strategic priorities and current federal and state partnerships.

- Conduct a thorough review of City of Toppenish's initiatives, goals, and relationships with both levels of Government
- Identify various funding needs and priorities of City of Toppenish's and the community
- Leverage this understanding to strategically expand City of Toppenish's network at state and federal levels.
- Identify relationships and opportunities to support efforts in Tasks 2, 3, and 4.

Task 2: State Government Engagement and Lobbying

Objective: Expand City of Toppenish's influence and collaboration with state leaders and agencies in Washington State.

- Leverage strong bipartisan relationships with legislators and knowledge of state legislative systems to develop key connections
- Identify and engage state legislators, agency directors, and Governor Ferguson's staff to align with City of Toppenish's goals and objectives.
- Educate key members of legislature, state agency staff and Governor's Office on City of Toppenish and the community
- Monitor and track critical legislation, facilitate meetings, and coordinate policy drafting as needed during the legislative session.
- Provide ongoing legislative support, including bill tracking, weekly summaries, and continuous relationship building.
- Provide frequent board updates during session via phone or in person when possible
- Provide every other month board updates, during interim
- Provide support on when and how to engage in policy, including but not limited to preparing testimony, testifying on City of Toppenish's behalf, speaking directly to legislators for City of Toppenish.
- Organize and host Olympia lobbying day(s) including but not limited to scheduling meetings, preparing briefing materials, developing talking points and facilitating strategic conversations
- Coordinating with outside partners on legislative engagement and action that benefits or impact City of Toppenish

Task 3: Federal Government Lobbying

Objective: Strengthen the City of Toppenish's federal advocacy efforts and foster relationships with the Washington, State Congressional Delegation.

- Support federal lobbying efforts by focusing on key members of the Washington Congressional Delegation.
- Facilitate engagement with delegation members serving on relevant committees to ensure alignment with City of Toppenish priorities.
- Identify key funding opportunities in various federal agencies
- Promote Congressional support for City of Toppenish objectives through strategic relationship-building initiatives.
- Help identify and facilitate policy engagement and involvement with key members of Congress.

Task 4 : Grant mapping and grant support:

- Identify various funding needs and priorities of the City of Toppenish and the community
- Identify various funding opportunities from federal, state and philanthropic organizations to facilitate the support of the funding needs for various projects and work
- Support grant writing efforts with the City of Toppenish's grant writing team
- Provide monthly grant lists with newly identified opportunities, timelines and updates
- Coordinate funding opportunities with state and federal appropriation requests

2. Timeline and Period of Performance

The period of performance for this SOW will start on November 1st, 2025 and the work tasks are estimated to continue for an 18month period. The specific timeline for the completion of any tasks and the period of performance may be modified by mutual agreement of Consultant and Client.

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3. Compensation and Payment

Client shall pay for the Services in accordance with the terms of the Agreement. Client shall reimburse Consultant for any pre-approved expenses incurred in connection with the Services.

4. Client Contact

Consultant's point of contact with Client is the following individual (the "**Client Representative**"):
City of Toppenish
Name: Dan Ford
Email Address: dan.ford@cityoftoppenish.us
Phone Number:

Client may update its Client Representative from time to time by providing written notice to

consultant. Consultant is entitled to rely upon the instructions and directions of the Client

Representative on behalf of Client in connection with this SOW.

5. Client Responsibilities

Client agrees to reasonably cooperate with Consultant's requests for information or approval in connection with performance of the Services. Client further agrees to provide accurate information to Consultant to allow Consultant to make any necessary filings or disclosures required by law or applicable regulations in connection with the Service

CONTINUED ON NEXT PAGE FOR SIGNATURES

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLIENT:

City of Toppenish

By:_____

Name: Dan Ford

Title: City Manager

CONSULTANT:

Capitol Path Consulting

By: _____

Name: John Culton

Title: Principal

Address: PO Box 373
Liberty Lake, WA 99019

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CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-128

Meeting Date:	December 1, 2025
Subject:	AB 25-128: Special Events Code Amendment.
Attachments:	1. Updated Draft Special Events Code
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish, similar to other jurisdictions, has provisions within our Municipal Code for "special events", which include requirements for applying, reviewing, and the generally what the City will allow for public events. There are three instances by definition under the current code where a special event permit is required:

1. Any activity conducted on public property or a public right-of-way.
2. Any event held on private property which includes an open invitation to the public to attend.
3. Any private event held on private property where attendance will be 100 or more people.

This specifically has caused issues for our event holders in Toppenish, as many events held by private residents or businesses are held where the public may attend. In these instances, a special event permit with associated reviews must occur, otherwise the property owner is liable to receive a code case and any applicable fines or fees. Staff has identified this issue, among other procedural issues, and proposes to amend our Municipal Code to provide private entities more flexibility when holding events where City involvement may not be necessary to ensure safety the community or traffic. The attached code amendment can be summarized as:
Modify the definition of a special event to only include events held on public property or right-of-way. This is done so that applicants will be able to determine if they will need a permit.

- Require notice to the city before exempted events may occur. This is done so that the City is aware of large events that may be exempted but could impact city services.
- Requirement of one restroom facility per 50 guests anticipated to attend at any given moment, this is not based on day long attendance but on how many people would attend at the same time.
- Require staging areas to be identified to ensure safe preparations for events such as parades.
- Require a list of participating vendors. This is done to ensure compliance with

business licensing provisions.
- Require a specific parade route to be included in any site plans for parade-type events.
- Expand appeal procedures in the instance a special event permit application is denied. Appeals would be submitted to the clerk and heard by the Hearing Examiner, including specified timelines.
- Create a new section prohibiting the use of City logos without City approval beforehand.
- Create a new section for cost recovery in the instance City staff or departments are required to mitigate the impacts of an event that did not obtain a permit, or went beyond the scope of impacts for their event.
- Create a new section to provide the City Manager with the authority to provide additional rules and regulations provided they are properly shared with the public.

The proposed amendment would reduce the amount of hurdles an event planner would need to go through to hold events that would not impact public services while also ensuring proper compensation should any services be necessary or impacted. Additionally, it increases the level of clarity on what is needed for special events to be approved and provides additional information on what is and is not allowed.

An initial draft code was presented at the October 6, 2025, Study Session Meeting. During the discussion of the draft code a key item that was pointed out was the requirement for bathroom facilities at a rate of 2 per 50 concurrent event guests. After hearing the concerns and wishes of Council, staff conducted additional research involving analysis of portable restroom guidance and minimum suggestions for bathroom facilities at events which is to have at least one restroom facility for each 50 concurrent guests at an event. The draft code has been amended to reflect this for Council's consideration and discussion. It should be noted that the previous amount was in consideration of Department of Health (DOH) WAC requirements that a bathroom facility with handwashing capacity be within 500' of a food vendor for employees, while also considering attendance of others to ensure compliance with both City and DOH codes and laws. Amending the draft to reduce to one restroom should not create issues with City codes and laws, it will be the applicant's responsibility to ensure any food preparation and sale areas meet the requirements of the DOH.

Fiscal Impact:
N/A.

Recommendation:
None.

Alternatives:

Chapter 5.65 PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS

5.65.010 Purpose and policy.

Certain uses, because of their infrequent occurrence and temporary nature, are classified as "special events." These types of uses are temporary in nature, of limited duration, and may be associated with promotions, holidays, city festivals, etc. These special events shall be allowed by special events permit granted by the city manager or designee.

Partnerships between the city, event sponsors, and the community are valuable in ensuring successful events. Therefore, the city will strive to accommodate special events. The city recognizes that events can be difficult to implement successfully and that the city requirements may represent a significant portion of the event's costs. When setting fees and conditions for events, the city will be sensitive to their impacts on the event's costs while balancing the city's obligation to protect public health and safety. It is the city's goal to have successful special events that enrich and enliven the community.

(Ord. 2016-04 § 1, 2016).

5.65.020 Intent.

It is the specific intent of this chapter and any procedures adopted hereunder to place the obligation of complying with the requirements of this chapter upon the applicant or sponsor, and no provision thereof is intended to impose any duty upon the city or any of its officers, employees, or agents. Nothing contained in this chapter or any procedure adopted is intended to be or shall be construed to create or form the basis for liability on the part of the city, or its officers, employees, or agents, for any injury or damage resulting from the failure of the applicant or sponsor to comply with the provisions hereof.

(Ord. 2016-04 § 1, 2016).

5.65.030 Definitions.

"Special events" shall mean any activity conducted on public property or a public right-of-way, any event held on private property where public property, right-of-way, and/or public services would be impacted.~~which involves an open invitation to the public to attend, or events held on private property where the attendance is by private invitation of 100 or more people.~~

"Special events permit" shall mean the permit issued by the city manager or designee after the applicant has met all applicable reviews and requirements set forth in this chapter.

"Special events protected under the First and Fourteenth Amendments" includes any event involving political or religious activity intended primarily for the communication or expression of ideas.

"Temporary structure" shall mean any structure that is moved onto or erected on a private lot or public right-of-way to service a special event. "Temporary structure" includes, but is not limited to, stages, booths for tickets, games, vendors selling wares, and food or other concessions; tents, portable lavatories, gazebos, mobile offices or job shacks, etc.

"Use" shall mean to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public places, any building, structure, sign, equipment or scaffolding, to deface any public right-of-way by painting,

spraying or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public places within the city, including a use related to special events.

(Ord. 2021-01 § 1, 2021; Ord. 2016-04 § 1, 2016).

5.65.040 Permit required.

It shall be unlawful to hold a special event, as defined in this chapter, without first having been issued a special event permit by the city. A special event permit is not required for activities specifically exempted in TMC 5.65.045. Such special event permit shall be in addition to any street or park facility use permit, or other regular permits as may be required by the Toppenish Municipal Code. Special event permit fees shall be established by resolution of the city council as amended from time to time.

When such an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application shall be processed promptly, without charging a fee for political or religious activities or imposing terms or conditions that infringe upon constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

(Ord. 2021-01 § 1, 2021; Ord. 2016-04 § 1, 2016).

5.65.045 Special event permit exemptions.

Certain events may be exempted from the permit requirements for special events, these events must make formal notice in writing to the city a minimum of 14 days prior to the event. The following activities ~~are~~may be exempted from the permit requirements for special events:

A. Parades, athletic events or other special events that occur exclusively on city property and are sponsored or conducted in full by the city of Toppenish. (An internal review process should be considered in these instances.);

B. Funeral and wedding processions;

C. Groups required by law to be so assembled;

D. Gatherings of 50 or fewer people in a city park, unless merchandise or services are offered for sale or trade;

E. Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales;

F. Garage sales and rummage sales; or

~~G. The exhibition of films or motion pictures; or~~

~~H.~~G. Other similar events and activities which do not directly affect or use city services or right-of-way property.

(Ord. 2021-01 § 2, 2021).

5.65.050 Special event permit application requirements.

A. An application for a special event shall be made by applying with the city at least 30 days before the start of the event. At the discretion of the city, the city shall consider an application that is filed after the deadline if there is sufficient time to process the application and obtain departmental approvals. The application

deadline does not apply if the event is to exercise rights protected under the First and/or Fourteenth Amendments of the United States Constitution.

B. An application for a special event permit shall include at the minimum the following:

1. A statement of the purpose of the special event;
2. A statement of fees to be charged for the special event, including admissions fees;
3. The proposed location for the special event;
4. Dates and times when the special event is to be conducted;
5. The approximate times when assembly for, and disbanding of, the special event is to take place;
6. The proposed locations of the assembly or production area;
7. A site layout plan addressing the following:
   a. The size and location of all structures, canopies, vehicles and trailers;
   b. Electrical and water installations serving the event, including provisions to address tripping hazards;
   c. The location and type of all devices powered by portable fuel such as propane, gasoline, and alcohol and quantity of fuel at each location;
   d. Identify all safety and fire hazards;
   e. An emergency access corridor at least 24 feet wide must be maintained for all temporary and permanent structures. Access to fire hydrants shall not be obstructed and must be maintained throughout the event;
   f. The number and location of portable restroom facilities, including provisions for hand washing and number of units to be accessible to the disabled. Where existing restroom facilities are not present, one restroom facility shall be provided per 50 guests anticipated to attend concurrently; and
   g. Provisions for refuse disposal including the number, capacity and location of waste receptacles, including receptacles for disposal of food waste, wastewater and grease; and
   h. Location of staging areas associated with the event;
8. Street Closures. Identify the location and duration of proposed street closures and use of portions of right-of-way. Street closures are subject to the approval of the city manager;
9. Security Plan. Provide a security plan addressing the number of persons proposed or required to provide security, monitor or facilitate the special event, and provide spectator or participant control and direction for special events using city streets, sidewalks, or facilities. Security provisions and plans for the special event are subject to review and approval by the chief of police or designee. The chief of police may require the event organizer to retain off-duty police officers to supplement and enhance the event organizer's security personnel and security plan. The number of such police officers shall be determined by the chief of police based upon the type of event, anticipated number of attendees, plans for service and/or consumption of alcohol, and other like criteria. The event organizer shall be solely responsible to retain such officers through arrangements with the chief of police;
10. Provisions for first aid or emergency medical services, or both, based on special event risk factors;
11. The number of bands or other musical units and the nature of any equipment to be used to produce sounds or noise. Events with outdoor entertainment, music and speeches (particularly those with amplified sound) shall not unreasonably impact neighboring residents or businesses. No event shall

exceed a maximum decibel limit of 95 dB measured at the property line over a sustained period of 10 minutes. Outdoor music and entertainment shall be limited to performing between the hours of 10:00 a.m. and 10:00 p.m.;

12. Insurance and surety bond information;

13. Provisions for police, fire, medical facilities, parks and public works crews;

14. Owner's Consent. An affidavit of consent by the property owners of the special event site and/or designated parking site or sites may be required for permit issuance; and

15. Sales. Any person proposing to engage in sales activity in connection with a special events permit may be required to obtain a business license sales permit in accordance with the provisions of Chapter 5.01 TMC.

16. The anticipated quantity and types of any alcohol that will be served at the event, for which a separate Washington State Liquor and Cannabis Board permit is required.

17. A list of participating vendors.

18. Parade route specifically detailing when are where the parade will progress through City streets.

19. Any additional information as deemed necessary by the City Manager or their designee.

(Ord. 2021-01 § 3, 2021; Ord. 2016-04 § 1, 2016).

5.65.060 Grounds for denial of application.

The city may deny an application for a special event permit if:

A. The applicant provides false or misleading information; or

B. The applicant fails to complete the application or to supply other required information or documents, or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit; or

C. The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property; or

D. The proposed event would unreasonably disrupt the orderly or safe circulation of traffic or would present an unreasonable risk of injury or damage to the public; or

E. There is not sufficient safety personnel or other necessary city staff to accommodate the event.

In the event subsection C or D of this section applies, the city shall offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

(Ord. 2016-04 § 1, 2016).

5.65.070 Permit conditions.

A. The city may condition the issuance of a special event permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. The following conditions apply to all special event permits:

1. Alteration of the time, place and manner of the event proposed on the event application;

2. Conditions concerning the area of assembly and disbanding of an event occurring along a route; and

3. Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the street or right-of-way.

4. Any other conditions as deemed necessary by the City Manager or their designee.

B. Conditions on special event permits not protected under the First and Fourteenth Amendments of the U.S. Constitution include, but are not limited to:

1. Requirements for the use of traffic cones or barricades;

2. Requirements for the provision of first aid or sanitary facilities;

3. Requirements for use of event monitors and providing notice of permit conditions to event participants;

4. Restrictions on the number and type of vehicles, animals or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety;

5. Compliance with animal protection ordinances and laws;

6. Requirements for use of garbage containers, cleanup, and restoration of city property;

7. Restrictions on the use of amplified sound and compliance with city noise ordinance provisions;

8. Notice to residents and/or businesses regarding any activity which would require a street closure;

9. Restrictions on the sale and/or consumption of alcohol;

10. Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability risk to the city;

11. Requirements regarding the use of city personnel and equipment;

12. Compliance with any other applicable federal, state or local law or regulation; and

13. Payment of special event fees as stated in TMC 5.65.120, Fees for city services.

14. Any other conditions as deemed necessary by the City Manager or their designee.

(Ord. 2016-04 § 1, 2016).

5.65.080 Appeal procedure.

The applicant shall have the right to appeal the denial of a permit or a permit condition. The applicant shall also have the right to appeal the amount of fees or clean-up deposits imposed pursuant to TMC 5.65.120, Fees for city services, and TMC 5.65.130, Cleanup deposits, or a determination by the city that the applicant's insurance does not comply with the requirements specified in TMC 5.65.110, Insurance. A written notice of appeal shall be filed with the city ~~council~~clerk within three business days after receipt or personal delivery of a notice of denial or permit conditions from the city. The written notice of appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The hearing examiner~~city council~~ shall hear the appeal on the record provided from the designated city official and upon public comment given at the scheduled hearing before the ~~council~~hearing examiner. The hearing shall be scheduled for the next available regularly scheduled hearing examiner meeting~~no later than 30 days~~ after receipt of a timely and proper notice of appeal. Appeals received within one week of a regularly scheduled hearing examiner meeting shall be forwarded to the next month's meeting. ~~Public comment at the appeal hearing shall be limited to three minutes per individual and 15 minutes each for appellant and city respondent. The decision of the city council is final.~~

If there is insufficient time for a timely appeal to be heard by the ~~city council~~hearing examiner prior to the date on which the event is scheduled, the applicant may, at its own option, request that the appeal be considered by the city manager. The city manager or designee shall hold a hearing no later than five business days after the filing of the appeal and will render a decision no later than one business day after hearing the appeal. If the appeal is requested and heard before the city manager, the city manager's decision is final. There is no further appeal to the ~~city council~~hearing examiner.

(Ord. 2016-04 § 1, 2016).

5.65.090 First and Fourteenth Amendment special events.

No fee, indemnification agreement or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendment to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Factors that may be considered in evaluating whether or not the fee applies include the nature of the event, the extent of commercial activity, such as the sales of food, goods, and services, product advertising or promotion, or other business participation in the event, the use or application of any funds raised, if part of any annual tradition or series, previous events in the sequence, and the public perception of the event.

(Ord. 2021-01 § 4, 2021; Ord. 2016-04 § 1, 2016).

5.65.100 Indemnification agreement.

Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the permit applicant and authorized officer of the sponsoring organization must agree to reimburse the city for any costs incurred by it in repairing damage to city property and indemnify and defend the city, its officers, employees, volunteers and agents from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the city's sole negligence.

(Ord. 2016-04 § 1, 2016).

5.65.110 Insurance.

The following insurance shall be required in connection with the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution: commercial general liability insurance with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate unless waived by the city; provided, that the city manager is authorized to require increased levels of coverage based upon the level of risk posed by the event.

The city manager is authorized and directed to require written proof of such insurance prior to permit issuance. The insurance policy shall be written on an occurrence basis, shall name the city as an additional insured, shall be written for a period not less than 24 hours prior to the event and extending for a period not less than 24 hours following the completion of the event, and shall contain a provision prohibiting cancellation of the policy, except upon 30 days' written notice to the city.

(Ord. 2016-04 § 1, 2016).

5.65.120 Fees for city services.

A. Upon approval of an application for a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the city manager should provide the applicant with a statement of the

estimated cost of providing city personnel and equipment. The applicant/sponsor of the event must prepay any estimated costs for city services and equipment 10 days prior to the special event. City services and equipment may include the use of police officers and public employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required city services and the cost of operating the equipment to provide such services. City service fees shall be established by resolution of the city council, as amended from time to time.

B. If the actual cost for city services and equipment on the date(s) of the event is less than the estimated cost, the applicant/sponsor will be refunded the difference by the city in a timely manner. If the actual cost for city services and equipment on the date(s) of the event is greater than the estimated cost, the applicant/sponsor will be billed for the difference to be paid within 30 days of billing.

C. Permit fees and fees for the use of city services and equipment may be waived in part or in full by the city manager if in review of the application it is found that the event is of sufficient public benefit to warrant the expenditure of city funds without reimbursement by the applicant/sponsor and would not result in the private financial gain of any individual or "for-profit" entity.

(Ord. 2017-01 § 1, 2017; Ord. 2016-04 § 1, 2016).

5.65.130 Cleanup deposits.

The applicant/sponsor of an event, not protected under the First and Fourteenth Amendments of the U.S. Constitution, involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations or any other event likely to create a substantial need for cleanup, may be required by the city manager or their designee to provide a cleanup deposit prior to the issuance of a special event permit.

The cleanup deposit may be returned after the event if the area used for the permitted event has been cleaned and restored to the same condition as existed prior to the event.

If the property used for the event has not been properly cleaned or restored, the applicant/sponsor shall be billed for the actual cost by the city for cleanup and restoration to be paid within 30 days of billing. The cleanup deposit shall be applied toward the payment of the bill.

(Ord. 2016-04 § 1, 2016).

5.65.140 Revocation of permits.

Any permit issued under this chapter may be summarily revoked by the city at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the city manager determines the safety of the public or property requires such immediate revocation. The city manager may also summarily revoke any permit issued pursuant to this chapter if the city manager finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the application.

(Ord. 2016-04 § 1, 2016).

5.65.150 Violation — Penalty.

A. It shall be unlawful for any person to sponsor or conduct a special event requiring a special event permit pursuant to this chapter unless a valid permit has been issued and remains in effect for the event. It is

unlawful for any person to participate in such an event with the knowledge that the sponsor of the event has not been issued a required, valid permit or with knowledge that a once valid permit has expired or been revoked.

B. The special event permit authorizes the permittee/sponsor to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee/sponsor to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof to willfully violate the terms and conditions of the permit or to continue with the event if the permit is revoked or expired.

C. Any person or organization violating any of the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty of a fine of not more than $500.00 or by imprisonment of not more than 90 days, or both such fine and imprisonment.

(Ord. 2016-04 § 1, 2016).

5.65.160 Savings clause.

If any section, sentence, clause, phrase, part or portion of the ordinance codified in this chapter is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance codified in this chapter.

(Ord. 2016-04 § 1, 2016).

5.65.170 Use of city logo or name.

It is unlawful for any event organizer to use in the title of an event the words “The City of Toppenish” or “City of Toppenish”, the name of any city department, or a facsimile of duplication of any logo of the city of Toppenish or city department, or to indicated city sponsorship of an event, without the city’s written authorization. Any authorized use of a city logo or name, and any department logo or name, shall be reviewed by the City Manager or their designee prior to publication or dispersal of relevant materials.

5.65.180 Cost recovery for unlawful special event.

Whenever a special event is conducted without a special event permit, when one is required, or a special event is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the city shall charge the event organizer for, all city costs incurred for personnel and equipment for a public safety response caused or necessitated by the adverse impacts of the special event or the violation of the special event permit upon public safety. This includes events that organizer’s fail to manage in a manner that they impact public property or right-of-way and city staff incurs responsibility in public safety and other city duties.

5.65.190 City Manager authorized to adopt rules and regulations.

The City Manager is authorized to promulgate additional rules and regulations that are consistent with and that further the terms and requirements set forth within this chapter and the provisions of law that pertain to the conduct and operation of a special event.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-129

Meeting Date: December 1, 2025

Subject: AB 25-129: Rentschler Lane Project Update.

Attachments: 1. Aerial Photos

Presented By: Andrew Hattori, CED Director

Approved for Agenda By: Dan Ford, City Manager

Discussion:
Busy Bees Child Development Center recently constructed an expansion to their building at 801 Guyette Avenue, adjacent to the undeveloped Rentschler Lane. As a condition of development, and nexus of the expansion, Busy Bees was required to construct improvements those to the frontage of their property. In an effort with support economic development in Toppenish and provide safe and accessible roadways, the City of Toppenish worked with Yakima Valley Community Foundation (YVCF) and Yakima County Development Association (YCDA) to obtain funding and apply for additional funding for the design and construction of a portion of Rentschler Lane.

Through these efforts the required roadway and improvements have been completed without utilizing any City funds in the process. The new road section includes utilities, sidewalks, ADA ramps, street lighting, crosswalk striping, etc. extending towards one of the few large undeveloped commercial properties within City limits. Overall this project has been a great benefit to City and can be used as an example of what future roadways and development should look like.

Fiscal Impact:
N/A.

Recommendation:
None.

Alternatives:

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: AB 25-130

Meeting Date:	December 1, 2025
Subject:	AB 25-130: Code Enforcement Updates 2025.
Attachments:	1. 2025 Code Enforcement Progress Photos
Presented By:	Joseph Mehline, Public Safety Director, Tia Hickman
Approved for Agenda By:	Dan Ford, City Manager

Discussion:
Provide the City Council with a comprehensive update on Code Enforcement progress and accomplishments for 2025.

Fiscal Impact:
N/A

Recommendation:
N/A

Alternatives:
N/A

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Superchief

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