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1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Public Comment

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

4. Consent Agenda

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

- a. Approve Minutes of the June 22, 2026, Regular Meeting.
- b. Approve Minutes of the July 6, 2026, Study Session.
- c. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of \$195,733.50 dated July 7, 2026.
- d. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$330,706.18 dated July 13, 2026.

5. New Business

- a. AB 26-59: [Proposed] Resolution No. 2026-29, Amendment to AT&T Lease Agreement.
- b. AB 26-60: [Proposed] Resolution No. 2026-30, Accepting Bid for Electric Street Sweeper Procurement from SWS Equipment.
- c. AB 26-61: [Proposed] Resolution No. 2026-31, Interim City Manager Agreement
- d. AB 26-62: [Proposed] Resolution No. 2026-32, Toppenish Historical Society Temporary Personal Property Storage Agreement

6. Council Meeting Reports and Community Announcements

7. Adjournment

Next Council Meeting Will Be Held on July 27, 2026.

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

TOPPENISH CITY COUNCIL
Regular Meeting Minutes
June 22, 2026

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

ROLL CALL

Attendees: Mayor Elpidia Saavedra and Councilmembers Laura Canfield, Naila Prieto Duval, Josh Garza, Ricardo Gutierrez, and Cristian Sanchez.

Absent: Mayor Pro Tem George Garcia.

Staff: City Manager Dan Ford (CM Ford), City Attorney Daniel B. Heid, Public Safety Director Joseph Mehline, Director of Community Infrastructure and Development Andrew Hattori, Accounting Manager Yeni Salcedo, Deputy Fire Chief Dale Northrup, Firefighter Trevor Oswalt, Firefighter KC Frazier, City Clerk Heidi Riojas (CC Riojas), and Communications Manager Sean Davido.

CC Riojas conducted roll call. Mayor Saavedra and Councilmembers Canfield, Prieto Duval, Garza, Gutierrez, and Sanchez, responded during roll call. CC Riojas noted that all members were present except Mayor Pro Tem Garcia.

Councilmember Garza moved, seconded by Councilmember Canfield to excuse Mayor Pro Tem Garcia from the June 22, 2026, Regular Meeting. Motion carried unanimously.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Canfield to approve the June 22, 2026, Agenda. Motion carried unanimously.

PUBLIC COMMENT

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

CONSENT AGENDA

Councilmember Sanchez moved, seconded by Councilmember Canfield to approve Consent Agenda items a through c:

- a. Approve Minutes of the June 8, 2026, Regular Meeting.
- b. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of \$293,038.78 dated June 22, 2026.
- c. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$875,547.68 dated June 22, 2026.

Motion carried unanimously.

NEW BUSINESS

Resolution No. 2026-23: A Resolution of the City Council of the City of Toppenish, Washington, Approving the Acceptance of the Wastewater Treatment Plant Emergency Bypass Project as Complete With Selland Construction Inc. and Establish an Effective Date.

Councilmember Prieto Duval moved, seconded by Councilmember Garza to approve Resolution No. 2026-23. Motion carried unanimously.

Resolution No. 2026-24: A Resolution of the City of Toppenish, Washington, Amending Task Order 2024-07 With HLA Engineering and Land Surveying, Inc. for Consulting Work Related to Comprehensive Plan Update.

Councilmember Prieto Duval moved, seconded by Councilmember Garza to approve Resolution No. 2026-24. Motion carried unanimously.

Resolution No. 2026-25: A Resolution of the City of Toppenish, Washington, Approving a Change Order for Additional Insulation Work Related to the Screen and Blower Emergency Project at the Toppenish Wastewater Treatment Plant.

Councilmember Garza moved, seconded by Councilmember Sanchez to approve Resolution No. 2026-25. Motion carried unanimously.

Resolution No. 2026-26: A Resolution of the City of Toppenish, Washington, Approving OL Luther Company Inc. Contract for Gravel Road Maintenance Services.

Councilmember Canfield moved, seconded by Councilmember Sanchez to approve Resolution No. 2026-26. Motion carried unanimously.

Resolution No. 2026-27: A Resolution of the City Council of the City of Toppenish, Washington, Approving the Purchase of a Lawn Mower for the Elmwood Cemetery from Walker Manufacturing.

Councilmember Sanchez moved, seconded by Councilmember Prieto Duval to approve Resolution No. 2026-27. Motion carried unanimously.

Resolution No. 2026-28: A Resolution of the City Council of the City of Toppenish, Washington, Approving and Authorizing a Memorandum of Understanding by and Between the City of Toppenish and Local 2328 of the International Association of Firefighters (IAFF).

Councilmember Canfield moved, seconded by Councilmember Sanchez to approve Resolution No. 2026-28. Motion carried unanimously.

CITY MANAGER REPORT

CM Ford provided Council with updates on three items consisting of the investigation, the use of the library for storage use, and his resignation effective July 15, 2026. He reported the first item is that Washington Cities Insurance Authority (WCIA) has been contacted regarding the investigation into employee concerns involving a Councilmember. CM Ford stated that an attorney and investigator have been assigned to the matter and that additional information will be shared with the Council as it becomes available.

CM Ford reported an update for the second item regarding the Toppenish Historical Society's request for additional time related to the library building and museum contents. He explained that City staff has worked with the Historical Society for more than two years to explore options for the building and the historical items, but no long-term solution has been reached. CM Ford noted that the City remains responsible for the aging building and faces potential liability associated with storing items that are not City property. Following discussion, Council expressed support for continuing to work cooperatively with the Historical Society while addressing the City's liability concerns. By majority consensus, Council supported the CM Ford's recommendation to prepare an agreement granting the Historical Society a 60-day extension to remove its property from the building, with the proposed agreement to be presented for Council consideration at the next meeting.

Finally, CM Ford the third item is that the Council received notice of his resignation submitted on June 15, 2026, and announced that his final day with the City will be July 15, 2026. He thanked the Mayor, Council, and staff for the opportunity to serve the City. CM Ford recommended that the Council consider retaining an experienced firm like GMP Consultants to provide interim city manager services and assist with the recruitment of a permanent City Manager, noting that the firm has successfully provided similar services for other local jurisdictions and has previously worked with the City. He outlined the recruitment process, including evaluating the City's needs, developing the position profile and compensation recommendations, conducting the search, screening applicants, and presenting qualified candidates for Council consideration. Following Council discussion, the Mayor directed CM Ford to prepare the necessary documents for Council consideration regarding interim city manager services and the recruitment process at a future meeting.

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 8:21 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

TOPPENISH CITY COUNCIL
Study Session Minutes
July 6, 2026

CALL TO ORDER

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

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem George Garcia, and Councilmembers Laura Canfield, Naila Prieto Duval, Ricardo Gutierrez, and Cristian Sanchez.

Staff: City Manager Dan Ford (CM Ford), City Attorney Daniel Heid, Assistant City Manager Adam Vaughn (ACM Vaughn) (attended remotely), Public Safety Director Joseph Mehline, Director of Community Infrastructure and Development Andrew Hattori, Information Technology Services Manager Van Donley, and Executive Assistant to the City Manager Elvia Cisneros.

EA Cisneros conducted roll call for each City Councilmember to respond to their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Garcia, Councilmember Prieto Duval, Gutierrez, and Sanchez, responded during roll call. Councilmember Garza was not present at the meeting.

Mayor Pro Tem Garcia moved, seconded by councilmember Sanchez to excuse councilmember Garza from July 9, 2026, Study session. Motion carried unanimously.

At 5:01 p.m. Councilmember Canfield arrived at the meeting after roll.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Gutierrez to approve July 6, 2026, Agenda. Motion carried unanimously.

PUBLIC COMMENTS UPDATE

CM Ford updated Council on the public comments received in June 2026.

PUBLIC COMMENT

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

DISCUSSION

Temporary Personal Property Storage Agreement with Toppenish Historical Society.

CM Ford Presented a Temporary Personal Property Storage Draft Agreement with Toppenish Historical Society providing a 60-day extension to allow the Historical Society to remove its personal property from the library building.

Councilmember Prieto Duval requested an extension of this agreement, allowing more time for the Historical Society to remove its personal items. Extension was denied.

Councilmember Prieto Duval inquired about the status of the public records request submitted by the Historical Society and whether the request would be completed by the 60 days of the agreement.

Mayor Saavedra stated the inquiry was outside the scope of the Personal Property Storage Draft Agreement agenda item and could not be answered during that discussion.

Councilmember Prieto Duval requested to appeal to the council to allow her question to be answered. Councilmember Canfield, Gutierrez, and Prieto Duval voted yes. Mayor Pro Tem Garcia, Mayor Saavedra, and councilmember Sanchez voted no. The appeal failed.

Staff will present the proposed agreement for Council consideration and action at the next meeting.

Proposal for City Manager Recruitment

CM Ford presented council a proposal from GMP Prothman to provide Interim City Manager support and professional recruitment services to facilitate the hiring of a permanent City Manager.

Staff will present the proposed agreement for Council consideration and action at the next meeting.

PRESENTATION

DCID Andrew Hattori, presented photos on the progress of gravel and grading improvements on King Lane and Berger addition.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:24 p.m.

ELPIDIA SAAVEDRA, MAYOR

ELVIA CISNEROS, EXECUTIVE ASSISTANT

Payroll Check Register

Payroll for Period: 6/16-6/30, 2026

Description	Payment Type	Payment Number	Amount
ACH payroll 6/16-6/30, 2026	Bank Draft	ACH Payroll	\$125,315.78
City of Toppenish - Longevity	Regular	39200	\$315.00
Toppenish Police Officer Association	Regular	39201	\$808.50
Treasurer IAFF #2328	Regular	39202	\$244.50
United Way of Yakima Co.	Regular	39203	\$3.00
Aflac (EFT)	Bank Draft	DFT0000390	\$64.29
Aflac (EFT)	Bank Draft	DFT0000391	\$131.73
MissionSquare (EFT)	Bank Draft	DFT0000392	\$5,590.33
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000393	\$1,516.17
Dept of Retirement Systems	Bank Draft	DFT0000394	\$21,634.38
Internal Revenue Service	Bank Draft	DFT0000395	\$40,109.82
Grand Total			\$195,733.50
Payroll Checks			

Payroll Checks 39200-39203 and Electronic Transfers DFT0000390-DFT0000395.

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

July 9, 2026

Date

AP Check Register				
July 1st Council Period				
Description	Payment Type	Payment Number	Amount	
WA Department of Health	Regular	39198	\$	3,941.67
Jose Sanchez-Castro	Regular	39199	\$	371.00
SCI Industrial Services, LLC	Regular	39204	\$	267,086.38
Mehline, Joseph	Regular	39205	\$	210.00
Adam Holmes	Regular	39206	\$	20.00
Alba Enterprises	Regular	39207	\$	160.00
Amazon Capital Services	Regular	39208	\$	11.90
Anatek Labs, Inc.	Regular	39209	\$	1,702.00
Capitol Path Consulting LLC	Regular	39210	\$	5,000.00
Cascade Natural Gas Corp.	Regular	39211	\$	71.03
Central Washington Junior Livestock Show	Regular	39212	\$	2,000.00
CenturyLink	Regular	39213	\$	850.56
Charter Communications	Regular	39214	\$	1,508.54
Christopher Jones	Regular	39215	\$	250.00
Cintas Corporation #605	Regular	39216	\$	604.28
City of Sunnyside - Finance Dept.	Regular	39217	\$	35,926.19
City of Toppenish	Regular	39218	\$	16,658.30
Consolidated Supply Co.	Regular	39219	\$	18,823.47
Correct Equipment, Inc.	Regular	39220	\$	264.48
Department of Ecology Cashiering Unit	Regular	39221	\$	135,715.14
Department of Licensing	Regular	39222	\$	36.00
DeVries Business Records Management, Inc.	Regular	39223	\$	32.00
Elwood Staffing Services, Inc.	Regular	39224	\$	6,362.85
F. Alexandra Vasquez-Ceja	Regular	39225	\$	738.14
Gideon Thomas Urlacher	Regular	39226	\$	486.00
Hach Company	Regular	39227	\$	790.54
Hanks, Michael E	Regular	39228	\$	108.00
Huber Technology LLC	Regular	39229	\$	11,101.61
Ideal Lumber & Hardware, Inc.	Regular	39230	\$	1,771.19
Void	Regular	39231	\$	-
Inland Fire Protection, Inc.	Regular	39232	\$	408.64
Intermountain Cleaning Service, Inc.	Regular	39233	\$	4,794.94
Janie Godina	Regular	39234	\$	21.00
Jesus Mondragon Hernandez	Regular	39235	\$	20.00
Johnson Controls Security Solutions LLC	Regular	39236	\$	843.43
LEAF Capital Funding LLC	Regular	39237	\$	2,138.40
Monica Pineda	Regular	39238	\$	21.00
Moon Security Service, Inc.	Regular	39239	\$	69.03
Morton's Supply Inc.	Regular	39240	\$	140.86
N-able Technologies LTD	Regular	39241	\$	58.25
North Central Laboratories	Regular	39242	\$	173.28
One Call Concepts, Inc.	Regular	39243	\$	36.14
O'Reilly Auto Parts	Regular	39244	\$	667.61
Ozzy Asbell	Regular	39245	\$	371.00
Pacific Power & Light Co.	Regular	39246	\$	36,609.11
Petty Cash / City of Toppenish	Regular	39247	\$	20.00
Randall Danskin P.S.	Regular	39248	\$	564.50
Rathbun Iron Works, Inc.	Regular	39249	\$	131.53
Rodda Paint Co.	Regular	39250	\$	1,171.26
Rosendo Gudino	Regular	39251	\$	371.00
Solid Waste Division	Regular	39252	\$	14,435.74

Spheros Enviromental Group Parent Inc.	Regular	39253	\$	5,610.00
Sunnyside Sun Media LLC	Regular	39254	\$	70.00
The Healthy Worker	Regular	39255	\$	132.00
Tyler Business Forms	Regular	39256	\$	306.26
Tyler Technologies Inc.	Regular	39257	\$	45.21
Verizon Wireless	Regular	39258	\$	1,684.30
VESTIS	Regular	39259	\$	48.72
Washington State Treasurer	Regular	39260	\$	4,098.10
Workhub Software Inc.	Regular	39261	\$	39.00
Yakima County Treasurer	Regular	39262	\$	70.56
Yakima Herald Republic	Regular	39263	\$	200.60
Yakima Waste Systems, Inc.	Regular	39264	\$	49.82
USDA RD DCFO Loan (EFT)	Regular	DFT0000389	\$	11,852.00
Jesus Mondragon Hernandez	Regular	NR99748	\$	(20.00)
Janie Godina	Regular	NR99890	\$	(21.00)
Monica Pineda	Regular	NR99050	\$	(21.00)
Adam Holmes	Regular	NR99001	\$	(20.00)
Central Washington Junior Livestock Show	Regular	NR97934	\$	(2,000.00)
SCI Door	Regular	NR39184	\$	(267,086.38)
Grand Total				\$330,706.18

Account Payable Checks

Accounts Payable Checks 39198-39199 and 39204-39264 and Voided Checks NR99748, NR99890, NR99050, NR99001, NR97934, NR39184, and Electronic Transfer DFT0000389

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

7/9/2026

Date

Meeting Date: July 13, 2026

Subject: AB 26-59: [Proposed] Resolution No. 2026-29, Amendment to AT&T Lease Agreement.

Attachments: 1. Resolution No. 2026-29 Amending Lease Agreement with AT&T
2. 10106511 - Second Amendment to Lease Agreement_AT&T EXECUTED

Presented By: Andrew Hattori, Director of Community Infrastructure and Development

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

In August of 2006, the City of Toppenish entered into an agreement with New Cingular PCS, LLC (d/b/a AT&T Mobility Corporation) in which we would lease a portion of space on our Water Tower located on the Public Works building property at 408 Washington Avenue, for their cell service equipment. The initial lease commenced in 2006 and would extend every five years until 2026, every extension included a "rent" increase.

MD7, a representative for AT&T, engaged staff in considering an extension for another 20 years of rent. Staff researched the current market for cell leases, current condition of the water tower, cell market trends and negotiated with the involved parties for an agreement to extend the lease that would provide the City with approximately \$248,250 in revenue.

These changes result in the total amount collected over the 20 years being approximately \$248,250.

Fiscal Impact:

Approval of the amendment will continue and increase a revenue source for the City's Water Fund. The Finance Director has reviewed this item.

Recommendation:

Approve Resolution No. 2026-29, Authorizing the City Manager to amend the lease agreement between the City and New Cingular PCS, LLC for rental space on the Public Works property water tower.

Alternatives:

RESOLUTION 2026-29

**A RESOLUTION OF THE CITY OF TOPPENISH,
WASHINGTON AMENDING THE WATER TOWER LEASE
AGREEMENT BETWEEN THE CITY AND NEW CINGULAR
PCS, LLC D/B/A AT&T MOBILITY CORPORATION FOR
CELL TOWER RENTAL SPACE**

WHEREAS, the City of Toppenish (hereinafter the “City”) has an existing agreement with New Cingular PCS, LLC (New Cingular) to rent a certain portion of the water tower located at 408 Washington Avenue for cell provider purposes; and,

WHEREAS, New Cingular desires to extend the agreement an additional 20 years beyond the end of the current agreement expiration date in 2046; and

WHEREAS, the City and New Cingular have agreed to terms which would provide the extension and approximately \$248,250 in revenue;

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

SECTION 1. Approval: The City Manager, or their designee, is authorized to enter into an amended contract with New Cingular d/b/a AT&T Mobility Corporation for cell tower rental space.

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 July 13, 2026.

ELPIDIA SAAVEDRA, MAYOR

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:
Resolution No. 2026-29

DANIEL B. HEID, City Attorney

Market: Seattle / OR / N.ID
Cell Site Number: YA4760
Cell Site Name: TOPPENISH
Fixed Asset Number: 10106511

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“**Amendment**”) dated as of the later date below (“**Effective Date**”) is by and between City of Toppenish, a Washington State Municipality, having a mailing address at 21 West First Avenue, Toppenish, WA 98948 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated August 23, 2006, as amended by First Amendment to Lease Agreement dated February 9, 2021, whereby Landlord leased to Tenant certain Premises (“**Premises**”), therein described, that are a portion of the Property (“**Property**”) located at 8A Buena Way, Toppenish, WA 98948 (collectively, the “**Agreement**”); and

WHEREAS, the Term of the Agreement will expire on August 22, 2031, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Renewal Term.** Accordingly, at the end of the final Extension Term presently set forth in the Agreement, the Term will automatically renew for four (4) separate consecutive additional periods of five (5) years each (each being defined as a “**Renewal Term**”) upon the same terms and

conditions of the Agreement, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.

2. **Modification of Rent.** Commencing on August 23, 2026 the current Rent payable under the Agreement shall be Nine Hundred Twenty-Five and No/100 Dollars (\$925.00) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Renewal Term Increase.** The Agreement is amended to provide that commencing on August 23, 2031, Rent shall increase by seven and one-half percent (7.5%) and at the beginning of each Renewal Term, as applicable.

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: YA4760; Cell Site Name: TOPPENISH (WA)
Fixed Asset #: 10106511
208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

- a) To Landlord at dan.ford@cityoftoppenish.us; and
- b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

City of Toppenish
Attn: City Manager
21 West First Avenue
Toppenish, WA 98948

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Landlord at dan.ford@cityoftoppenish.us

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

7. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

City of Toppenish,
a Washington State Municipality

By: _____

Print Name: _____

Its: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

Signed by:

Wayne Wooten

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Wayne Wooten

Director

7/10/2026

Meeting Date: July 13, 2026

Subject: AB 26-60: [Proposed] Resolution No. 2026-30, Accepting Bid for Electric Street Sweeper Procurement from SWS Equipment.

Attachments:

1. Street Sweeper Quote
2. Street Sweeper Proposal
3. Resolution No. 2026-30 Street Sweeper Selection

Presented By: Andrew Hattori, Director of Community Infrastructure and Development

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

In 2025, the City of Toppenish was awarded a \$400,000 grant through the Yakima Valley Conference of Governments Carbon Reduction Program for the purchase of a new street sweeper that meets or exceeds current federal clean air standards. The grant is funded through a combination of federal and state dollars.

In July 2025, the City Council authorized the City to enter into an Local Agency Agreement for the purchase of a propane-fueled street sweeper in the amount of \$400,000. In November 2025, this authorization was updated following the State's determination that only electric street sweepers were eligible for funding under the program. In 2025, Council also authorized the City to seek bids once grant funds were allocated to the City.

In May 2026, a Request for Bids (RFB) was advertised seeking qualified entities to submit bids to supply the mentioned street sweeper. Subsequently, in June 2026, a public bid opening occurred in which one responsive bidder, SWS Equipment (SWS), submitted a sufficient bid of \$344,990.29 to provide Toppenish with a Tenax Electra 2.0 Evos Electric Street Sweeper. Staff has reviewed the submittal and determined that the bid from SWS is sufficient in meeting the required specifications. This proposal is to accept the bid and forward it to WSDOT for final review before acquiring the street sweeper.

Fiscal Impact:

None. The costs associated with acquiring the street sweeper will be covered through the Yakima Valley Conference of Governments (YVCOG) Carbon Reduction Program. The Finance Director has reviewed this item.

Recommendation:

Approve Resolution No. 2026-30, accepting the bid from SWS Equipment for Electric Street Sweeper Procurement Services.

Alternatives:



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ phild@swsequipment.com

www.SWSequipment.com

Quote To:	Ship To:	Quote #:	4805-1
City of Toppenish	408 Washington Avenue	Date:	06/08/2026
Gary Kroll	Toppenish, WA 98948	Sales Rep:	Phil Davison
gary.kroll@cityoftoppenish.us		FOB:	Destination
Phone: 5098654500	Bill To:	Ship Via:	Bestway
Cell:	21 West 1st Avenue	Est. Ship Date:	30 to 60 days
	Toppenish, WA 98948	Term:	Net 30

Texax ELECTRA 2.0 EVOS Electric Sweeper

Qty	Description	Unit Price	Ext. Price
1	Tenax ELECTRA 2.0 EVOS Electric Street Sweeper (equipped with 48 V - 1000 Ah lithium batteries). Standard Equipment: Four wheels independent suspensions, four wheels energy recovery braking system, "steer-by-wire" electric steering- hydraulic steering option, 4 wheels steering in working mode, AISI 304 stainless steel hopper and suction nozzle, pedal electric flap for bulky waste collection, Brigade autoregulating reverse gear alarm, two-seater suspended and tilting aluminium cabin with right-hand driver position, electric air conditioning and heating system with anti-pollen filter, USB bluetooth radio, "turn & follow" system for automatic or manual brushes independent movement controlled by joystick, working lights, rear steel bumper, 1.5" female thread hydrant connection setting, service pump for waste hopper manual lifting, centralized greasing system (pump excluded), LCD colour screen + rear camera + suction nozzle camera and LED lighting system, "one-touch" operating system, radial tyres, geolocalization predisposition system, 1.900 mm- 2.270 sweeping width, 25 kmh transfer mode speed, cup holder, 2 Kg powder fire extinguisher, tool holder compartment with footrest included (on the cabin's floor).	\$ 314,995.00	\$ 314,995.00
1	On board charger kit (for automotive AC Type 2 charging stations) - For lithium batteries	\$ 0.00	\$ 0.00
1	Adapter plug type 2 - plug type 1 for North American Market	\$ 0.00	\$ 0.00
1	Level 2 EV Charger, NEMA 14-50 Plug/240V/32 Amp/7.6KW, J1772 Charging cable 25 FT	\$ 0.00	\$ 0.00
1	Hydraulic steering system	\$ 0.00	\$ 0.00
1	20 mph transfer mode speed	\$ 0.00	\$ 0.00
1	Right-hand driver position	\$ 0.00	\$ 0.00
1	Electric brushes inclination with cabin control	\$ 0.00	\$ 0.00
1	Brushes camera- fitted on the cabin front top-end with multivision screen	\$ 0.00	\$ 0.00
1	Right- hand side wander hose	\$ 0.00	\$ 0.00
1	11 L -100 bar high pressure cleaning unit	\$ 0.00	\$ 0.00
1	Pneumatic driving seat with headrest	\$ 0.00	\$ 0.00
1	Sesaly acoustic alarm	\$ 0.00	\$ 0.00
1	Flashing position lights (6 pieces for one machine)	\$ 0.00	\$ 0.00
1	Per Tenax Standard MFG Warranty: 12 months on sweeper components & 36	\$ 0.00	\$ 0.00

Qty	Description	Unit Price	Ext. Price
	months or 3500 cycles on the battery.		
1	24 months or 2,400 cycles warranty extension on Lithium batteries	\$ 0.00	\$ 0.00
Subtotal		\$ 314,995.00	\$ 314,995.00
Body Pre-Delivery Inspections			\$ 1,750.00
Freight			\$ 2,100.00
Subtotal			\$ 3,850.00
Sales Tax (\$)			\$ 26,145.29
Grand Total			\$ 344,990.29

QUOTE VALID FOR 30 DAYS

**PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX
NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE.
ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON
COMPLETION OF WORK OR AS SPECIFIED ABOVE**

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____



QUOTE PROPOSAL

PREPARED FOR:

Gary Kroll
City of Toppenish
gary.kroll@cityoftoppenish.us



PREPARED BY:

Phil Davison
SWS Equipments
phild@swsequipment.com

06/08/2026



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QUOTE

PROPOSAL



ABOUT SWS EQUIPMENT

Discover the SWS Advantage: Exceptional Equipment Sales, Service, and Parts for Over 33 Years!

Your one-stop destination for exceptional equipment sales, service, and rentals. With over 33 years of experience serving multiple industries, we've become experts in providing top-of-the-line products and unwavering support.

Since our establishment in Spokane, WA, in 1990, we've continuously expanded our product lines, offering everything from compaction and baler products to refuse bodies, street sweepers, snow blowers, and more. We've opened full-service and parts facilities in Tacoma, WA, and Wilsonville, Oregon to better serve our growing territories.

But that's not all. In 2021, we joined forces with Pacific Northwest-based family office investors, securing a significant growth investment. This partnership provides us with invaluable resources to propel our growth for years to come.

Here at SWS, our customers always come first. Our commitment to ethical business practices, cutting-edge equipment, and a progressive mindset sets us apart from the rest. We offer a wide selection of new and used refuse trucks, compactors, balers, sewer trucks, street sweepers, snow blowers, and more. Plus, with five service locations and 18 mobile service trucks, we're never far away when you need us. And we have four fully stocked parts departments, complete with a dedicated team ready to supply the parts you need.

Choose SWS for unmatched service, exceptional equipment, and a partnership that ensures your success. Experience the winning combination that sets us apart from the competition.

OUR TEAM



Phil Davison

Phil has been with SWS for over 15 years. He has over 25 years' industrial sales experience. Prior to SWS, Phil was very successful as a National Accounts Rep selling truck parts to "Top 100" trucking fleets. He has brought this success to SWS by growing and developing his territories. Phil's territories consist of Eastern Washington and all of Idaho. Phil sells snow blowers, street sweepers, compactors, balers, refuse trucks, sewer trucks, street sweepers and sewer inspections camera trucks.

02

SERVICE TEAM

Certified Technicians for All Brands

At SWS, we're not your ordinary service department. We take immense pride in providing exceptional customer service that goes the extra mile. Our team of certified technicians isn't just skilled at taking care of your equipment - they're passionate about it. They possess a wealth of knowledge that they're more than happy to share with our valued customers. And here's the best part - we don't just have three full-service locations; we also offer convenient mobile service. Not to mention, we service all brands of street, waste, and sewer equipment, not just the ones we sell. With a fleet of fully stocked service trucks at each location, we cover Washington, Idaho, Montana, and Oregon. So, when you find yourself in need of a top-notch technician for your street, waste, or sewer equipment, remember to give SWS a call. We've got you covered!

03

PARTS TEAM

Three Convenient Locations for All Your Parts Needs

Discover our wide range of high-quality parts that guarantee uninterrupted operation and boost productivity. From wearable parts and accessories for various machinery like compactors, balers, and street sweepers to innovative equipment such as pipeline inspection cameras and hydro-excavation trucks, we have it all. Need gripper pads, joysticks, or hydraulic pumps? Look no further. Our dedicated team of experts across three convenient locations takes pride in delivering exceptional service and ensuring you get the right part promptly. Contact us today to discuss your parts requirements and enjoy the convenience of our Washington, Idaho, Montana, and Oregon locations.

OUR

LOCATIONS



**FOUR LOCATIONS SERVING WASHINGTON, IDAHO,
MONTANA, OREGON, ALASKA**



SPOKANE, WA

6515 E Nixon Ave,
Spokane, WA 99213



TACOMA, WA

13502 Pacific Ave S
Tacoma, WA 98444



WILSONVILLE, OR

28120 SW Boberg Rd
Wilsonville, OR 97070



BOISE, ID

7557 W Mossy Cup Street
Boise, ID 83709



OUR SERVICES

SALES • SERVICE • PARTS
STREET, WASTE & SEWER EQUIPMENT



SALES & RENTALS

At SWS, we aim to go above and beyond in delivering top-notch equipment sales, reliable service, and top-quality parts. Our goal is to help our customers get the most out of their investment!

We've got everything from marathon compactors and balers to Labrie refuse trucks, Larue snow blowers, Ibak RapidView pipeline inspection cameras, Sewer Equipment trucks, and more! Whether you're looking to purchase or rent, we have a wide range of options to suit your needs.



SERVICE & MAINTENANCE

Experience extraordinary customer service like never before at SWS. Our team of certified technicians not only excels at taking care of your equipment, but they are truly passionate about it. They have a wealth of knowledge that they are eager to share with our valued customers. And the best part? We don't just have three full-service locations - we also provide convenient mobile service. Plus, we service all street, waste, and sewer equipment brands, not just the ones we sell. With fully stocked service trucks at each location, we cover the Washington, Idaho, Montana, and Oregon areas. Get exceptional service and expertise at SWS.



PARTS

Unlock a world of high-quality parts that supercharge productivity and ensure smooth operation. Explore our extensive range, from wearables and accessories for machinery like compactors, balers, and street sweepers to cutting-edge equipment like pipeline inspection cameras and hydro-excavation trucks. Gripper pads, joysticks, hydraulic pumps - we have everything you need and more. With our team of dedicated experts across three convenient locations, rest assured you'll receive exceptional service and the right part delivered promptly.



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

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Quote #: 4805.1
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Sales Rep: Phil Davison
FOB: Destination
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Est. Ship Date: 30 to 60 days
Term: Net 30

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Qty	Description	Unit Price	Ext. Price
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1	On board charger kit (for automotive AC Type 2 charging stations) - For lithium batteries		
1	Adapter plug type 2 - plug type 1 for North American Market		
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1	Hydraulic steering system		
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1	Sesaly acoustic alarm		
1	Flashing position lights (6 pieces for one machine)		
1	Per Tenax Standard MFG Warranty: 12 months on sweeper components & 36		

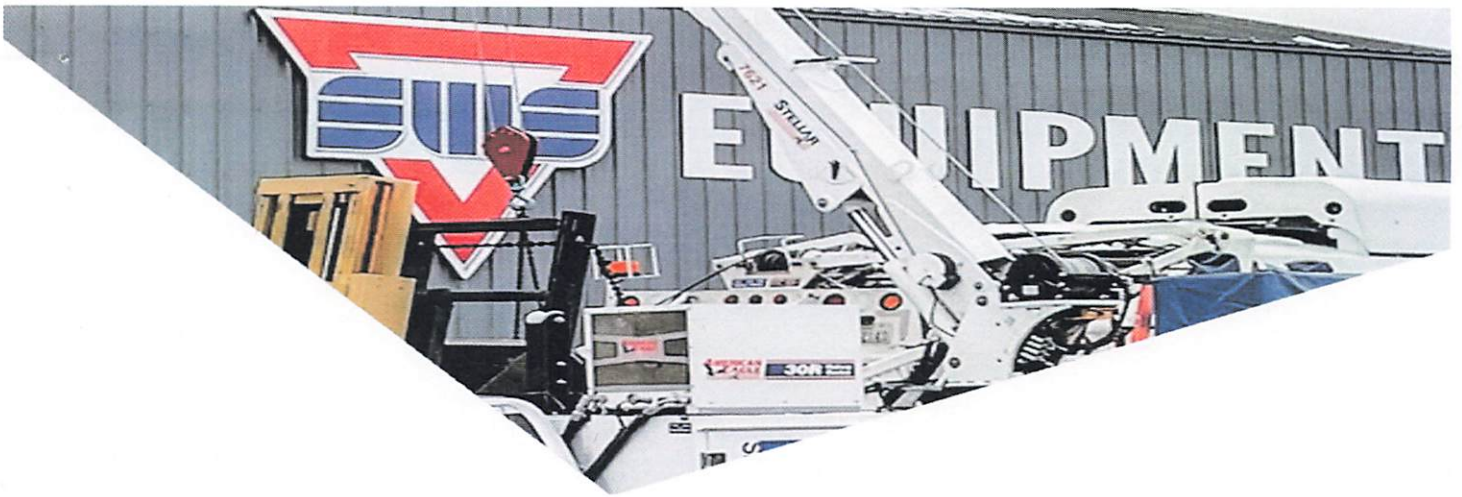
Qty	Description	Unit Price	Ext. Price
	months or 3500 cycles on the battery.		
1	24 months or 2,400 cycles warranty extension on Lithium batteries		
		Subtotal	\$ 314,995.00
			\$ 314,995.00
Qty			
1	Body Pre-Delivery Inspections		\$ 1,750.00
1	Freight		\$ 2,100.00
		Subtotal	\$ 3,850.00
		Total	\$ 318,845.00
Sales Tax (\$)			\$ 26,145.29
		Grand Total	\$ 344,990.29

QUOTE VALID FOR 30 DAYS

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COMPLETION OF WORK OR AS SPECIFIED ABOVE**

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____



OUR CONTACT INFORMATION

COMPANY

Toll-Free 1-800-892-7831
Direct 1-509-533-9000
Fax 1-509-533-1050
customerservice@swsequipment.com

SERVICE & MAINTENANCE

Toll-Free 1-800-892-7831
Direct 1-509-533-9000
service@swsequipment.com

SALES

Toll-Free 1-800-892-7831
Direct 1-509-533-9000
sales@swsequipment.com

PARTS

Toll-Free 1-800-892-7831
Direct 1-509-533-9000
parts@swsequipment.com

MAILING ADDRESS

PO Box 13040
Spokane, WA 99213

www.SWSequiment.com



OUR AGREEMENT

PLEASE REVIEW THIS PROPOSAL IN DETAIL, AS WELL AS THESE TERMS AND CONDITIONS PRIOR TO SIGNING. WE WANT TO ENSURE YOU ARE 100% COMFORTABLE WITH EVERYTHING PRESENTED.

- 01 If you have any questions, don't hesitate to contact me at 800-892-7831 or phild@swsequipment.com for clarification or further discussion of the proposal.
- 02 Once you are ready to proceed, please sign below.
- 03 Once signed, you will receive an email with the completed proposal for your records.
- 04 We will be in touch shortly with details on moving forward with this service.
- 05 By signing below, I agree to pay the quoted amount.

Accepted By: City of Toppenish

Gary Kroll

Presented By: SWS Equipment, LLC

Phil Davison, Territory Sales Manager

RESOLUTION 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, ACCEPTING THE BID FROM SWS EQUIPMENT TO PROVIDE TOPPENISH WITH AN ELECTRIC STREET SWEEPER USING CARBON REDUCTION PROGRAM FUNDS.

WHEREAS, in 2025 the City of Toppenish (City) was awarded a \$400,000 grant through the Yakima Valley Conference of Governments Carbon Reduction Program for the purchase of an electric street sweeper, funded through a combination of federal and state funds, and

WHEREAS, on July 28, 2025, the City Council authorized the City to enter into an Local Agency Agreement with the Washington State Department of Transportation for the purchase of a street sweeper, and

WHEREAS, in November 2025, the Council's authorization was updated following the State's determination that only electric street sweepers were eligible for funding under the program, and

WHEREAS, the City submitted all required grant documentation to the Washington State Department of Transportation in December 2025, and

WHEREAS, in May 2026, the City issued a Request for Bids for the acquisition of an electric street sweeper; and

WHEREAS, in June 2026 a public bid opening was conducted in which one responsive bidder, SWS Equipment, submitted a sufficient bid of \$344,990.29 to provide an electric street sweeper to the City.

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

Section 1.

- A. The City Council authorizes the City Manager, or their designee, to provide the necessary documents to WSDOT and take all necessary steps to progress and acquire the listed equipment.

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 July 13, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Meeting Date: July 13, 2026

Subject: AB 26-61: [Proposed] Resolution No. 2026-31, Interim City Manager Agreement

Attachments: 1. Resolution No. 2026-31 Professional Services Agreement
2. Adam Vaughn Interim CM Contract

Presented By: Dan Ford, City Manager

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

On June 15th, the current City Manager submitted his resignation and the recruitment for a new City Manager was discussed at the July 6th study session. The City will be contracting with GMP consultants to conduct the permanent City Manager search. In the interim, the proposed agreement would appoint the current Assistant City Manager, Adam Vaughn, as the interim City Manager.

Fiscal Impact:

The agreement includes \$2,000 a month pay for interim City Manager duties. This amount is less than the budgeted amount for the City Manager's salary.

Recommendation:

Approve Resolution 2026-31 appointing Adam Vaughn as Interim City Manager.

Alternatives:

RESOLUTION NO. 2026-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, AUTHORIZING ACCEPTANCE
OF THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF TOPPENISH AND ADAM VAUGHN
FOR THE POSITION OF INTERIM CITY MANAGER**

WHEREAS, on June 15, 2026, the City Manager submitted his resignation effective July 15, 2026, and the City of Toppenish is in need of an Interim City Manager; and

WHEREAS, the City of Toppenish is a non-charter optional municipal code city organized under the council-manager form of government; and

WHEREAS, the City of Toppenish desires for the Interim Manager to serve as Interim City Manager and said Adam Vaughn desires to accept the position as the Interim City Manager for the City of Toppenish

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

Section 1. Approval: The Professional Services Agreement between the City of Toppenish and Adam Vaughn for the Position of Interim City Manager is approved by the Toppenish City Council and the Mayor is authorized to execute the same.

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 of both parties hereto.

PASSED by the Toppenish City Council at its regular meeting held on July 13, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

ELVIA CISNEROS, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney
Resolution No. 2026-31

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF TOPPENISH AND
ADAM VAUGHN FOR THE POSITION OF
INTERIM CITY MANAGER**

THIS AGREEMENT is made by and between the City of Toppenish, hereinafter referred to as the “City” and Adam Vaughn, hereinafter referred to as the “Interim Manager,” to be effective on the date the last party to sign so signs.

WHEREAS, the City of Toppenish is a non-charter optional municipal code city organized under the council-manager form of government; and

WHEREAS the City desires for the Interim Manager to serve as Interim City Manager and said Adam Vaughn desires to accept the position as the Interim City Manager for the City of Toppenish.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, **THE PARTIES HEREBY AGREE** as follows:

1. **Commencement of Services.** The City agrees to employ the Interim Manager, and the Interim Manager agrees to accept the position of Interim City Manager for the City of Toppenish in accordance with the terms and conditions of this Agreement, this in addition to his continuing to fulfill the duties as Finance Director for the City.
2. **Term.** This Agreement shall be effective upon execution by the parties as specified herein and shall terminate after the City hires a permanent full-time City Manager, provided that if the Interim Manager feels he cannot adequately fulfill both his duties as Finance Director and Interim City Manager, the Interim Manager shall have the authority to terminate his role as Interim City Manager. Upon termination, the Interim Manager shall be authorized to return to solely the position as Finance Director at the then-current rate of pay.
3. **Duties.** The Interim Manager shall perform all duties and obligations of the City Manager as required by law, and such other duties as are assigned from time to time by the City Council. The Interim Manager shall attend all special and regular meetings of the City Council, unless excused, and such other meetings as required by the City Council.
4. **Salary.** The Interim Manager shall be paid the same rate of compensation as his current position of Finance Director, with an additional Two Thousand Dollars (\$2,000.00) per month for the additional work serving as the Interim City Manager, to be paid in accordance with the procedures for other employees of the City.
5. **Benefits.** The Interim Manager shall receive the same level of employee benefits as he received in his position of Finance Director.
6. **Termination.**
 - a. **By the City.** The parties recognize and acknowledge that the Interim Manager is an “at will” position and that the City Council may terminate him from the Interim City

Manager position, with or without cause at any time and for any reason. In the event the Interim Manager is terminated without cause from the Interim City Manager position, the Interim Manager shall revert back to his position as Finance Director.

- b. By the Interim Manager. In the event the Interim Manager elects to terminate his position as Interim City Manager, the Interim Manager shall work with the Mayor to transition back to his position as Finance Director.

7. **Indemnification.** The City shall indemnify, hold harmless, and defend the Interim Manager from and against any claims related to or arising out of the good faith exercise of the powers and duties of a City Manager. This indemnification and hold harmless shall continue after the Interim Manager's employment ends, but only insofar as it relates back to claims arising either directly or indirectly out of his employment by the City.
8. **Integration.** This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of the Agreement.
9. **Modification.** The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.
10. **Notices.** Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

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

Interim Manager:
Adam Vaughn
207 Parsons Avenue
Yakima, WA 98908

Notices may either be delivered personally to the addressee of the notice, or may be deposited in the United States mail, postage prepaid to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

11. **Authorization of Facsimile Copies.** Both parties agree that upon the Interim Manager signing a facsimile copy of this Agreement, transmitting the same to the City, and upon the Mayor signing said facsimile copy, that both parties shall be bound by the terms and provisions of this Agreement. Both parties shall subsequently execute the original, non-facsimile copies of this Agreement, which shall be substituted for the signed facsimile copy.
12. **Effective Date.** All compensation and benefits under this Agreement shall begin to accrue as of July 16, 2026, which shall be the effective date of this Agreement.
13. **General Provisions.** Failure to enforce any provisions of this Agreement shall not constitute a waiver of said provision. This Agreement represents the entire agreement between the parties. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. Any unresolved dispute shall be submitted to arbitration. The dispute

shall be submitted to a single arbitrator mutually agreed by the parties. If the parties are unable to agree, the arbitrator shall be determined by the Yakima County Superior Court, and arbitration shall be conducted pursuant to RCW 7.04A, with both parties waiving the right to jury trial in the event of a de novo appeal. Arbitration shall be conducted in Toppenish, Yakima County, Washington, the cost of the arbitration shall be equally borne by the parties, and the arbitrator shall award, as additional judgment against the other, attorney's fees and costs to the prevailing party.

DATED this 13th day of July 2026.

City of Toppenish

Adam Vaughn

Elpidia Saavedra, Mayor

Adam Vaughn – Interim Manager

Attest:

Heidi Riojas, CMC, City Clerk

Approved as to form:

Daniel B. Heid, City Attorney

Meeting Date: July 13, 2026

Subject: AB 26-62: [Proposed] Resolution No. 2026-32, Toppenish Historical Society Temporary Personal Property Storage Agreement

Attachments: 1. Resolution - Property Storage Agreement - Toppenish Historical Society
2. Toppenish Historical Society Property Storage Agreement - Exhibit A

Presented By: Daniel Heid, City Attorney

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

During the July 6, 2026, Study Session, the City Manager presented a Temporary Property Storage Draft Agreement with the Toppenish Historical Society, providing a 60-day time-frame to allow the Historical Society to remove its personal property from the library building.

Following Council Discussion, the consensus was to present the proposed agreement for Council consideration and approval.

Fiscal Impact:

None

Recommendation:

Approve resolution 2026-32 authorizing the agreement with the Toppenish Historical Society.

Alternatives:

RESOLUTION NO. 2026-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, APPROVING AND AUTHORIZING
AN AGREEMENT BETWEEN THE CITY OF TOPPENISH AND
THE TOPPENISH HISTORICAL SOCIETY FOR TEMPORARY
PERSONAL PROPERTY STORAGE**

WHEREAS, the City of Toppenish has, in the past, worked with a variety of different local agencies, including, the Toppenish Historical Society, for library, museum, and community historical purposes at the City's Library Building located at 1 South Elm Street, Toppenish, Washington; and

WHEREAS, in connection therewith, the City of Toppenish acquired said 1 South Elm Street, property, which property was originally burdened by a 20-year obligation for public use, which 20-year obligation expired decades ago, and no such burden currently applies; and

WHEREAS, since the expiration of the 20-year burden/obligation, certain items of personal property have been left in the City's building which has not been retrieved by its owners, including the Toppenish Historical Society; and,

WHEREAS, the City of Toppenish needs to have such personal property removed from the building, so that the City can determine its appropriate use of the building for City purposes or permissible uses by the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. Approval of Agreement: The that the Agreement between the City of Toppenish and the Toppenish Historical Society for Temporary Personal Property Storage, in conformity with the document attached hereto, marked as Exhibit "A" and incorporated herein by this reference, is approved and _____ is authorized to execute the same 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 of both parties hereto.

PASSED by the Toppenish City Council at its regular meeting held on July 13, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

ELVIA CISNEROS, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

EXHIBIT "A"

**CITY OF TOPPENISH – TOPPENISH HISTORICAL SOCIETY
TEMPORARY PERSONAL PROPERTY STORAGE AGREEMENT**

This Temporary Personal Property Storage Agreement, dated _____, is between the City of Toppenish, a Washington Municipal Corporation, referred to in this Agreement as "Real Property Owner" and the Toppenish Historical Society, referred to in this Agreement as "Personal Property Owner."

PARTIES:

The Real Property Owner is and shall be represented by City Manager Dan Ford.

The Personal Property Owner is and shall be represented by _____.

The Contact Information (Address and phone number(s)) for the Parties is as follows:

The Real Property Owner

Dan Ford, City Manager
City of Toppenish
21 West 1st Avenue
Toppenish, WA 98948

The Personal Property Owner

Each Party agrees to notify the other if any changes are made to the above-listed contact information.

The Personal Property Owner may not assign or transfer its rights or obligations hereto without the advance written consent of the Real Property Owner.

TERM:

The Term of this Agreement shall be for Sixty (60) days from the date hereof.

PERSONAL PROPERTY STORAGE:

The Personal Property Owner shall be allowed to store its personal property at the building of the Real Property Owner located at 1 South Elm Street, Toppenish, WA 98948 for the period of the Term hereof.

By the conclusion/expiration of the Term of this Agreement, the Personal Property Owner shall remove its personal property from the Real Property Owner's premises.

RENT PAYMENT:

The Personal Property Owner shall pay the Real Property Owner the sum of _____ as rental costs for its storage of its personal property at the building described above, for the term hereof.

INSURANCE - INDEMNIFICATION:

It is understood that the Real Property Owner carries no insurance coverage which would cover in any way whatsoever any loss that may be suffered by the Personal Property Owner by theft, fire, vandalism, water damage, or by any cause whatsoever. To the greatest extent allowed by Washington law, Personal Property Owner hereby agrees to indemnify and hold the Real Property Owner harmless from and against any and all claims for damage to property or personal injury cost including attorney fees arising from the use of the rental unit.

Personal Property Owner, at Personal Property Owner's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism for actual cash value of stored property. Personal Property Owner agrees that no portion of the rent is used to pay Real Property Owner's insurance, and Personal Property Owner is not a co-insured or beneficiary of any insurance maintained by Real Property Owner, including but not limited to fire or structural insurance. Real Property Owner provides no security for Personal Property Owner or Personal Property Owner's personal property.

NO BAILMENT:

The Real Property Owner is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this Agreement.

The Real Property Owner exercises no care, custody or control over the Contents or any other party's property located on, at or around the Storage Location.

NO ORAL AGREEMENTS/WAIVER:

This Agreement contains the entire Agreement between Real Property Owner and Personal Property Owner, and no oral agreements shall be of any effect whatsoever. Personal Property Owner agrees that the Personal Property Owner is not relying, and will not rely, upon any oral representation made by Real Property Owner or by Real Property Owner's agents or employees purporting to modify or add to this rental Agreement.

Personal Property Owner understands and agrees that this Agreement may be modified only in writing. Real Property Owner's failure to strictly enforce any part of this Agreement shall not be deemed a waiver, and the Real Property Owner shall be entitled to strictly enforce all terms of this Agreement in the future without prior notice to the Personal Property Owner.

Do not sign this Agreement until you have read it and fully understand it. This agreement limits the Real Property Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.

SIGNED this _____ day of _____, 2026.

Representative of the Personal Property Owner

SIGNED this _____ day of _____, 2026.

Representative of the Real Property Owner