

Televised Live and Streamed at the link below:

<https://reflect-midvalley.cablecast.tv/CablecastPublicSite/?channel=2>

1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Public Comment

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

4. Consent Agenda

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

- a. Approve Minutes of the August 24, 2026, Regular Meeting.
- b. Approve Minutes of the September 8, 2026, Study Session.
- c. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of \$171,987.20 dated September 4, 2026.
- d. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$1,544,995.65 dated September 14, 2026.

5. New Business

- a. AB 26-79: [Proposed] Resolution No. 2026-43, Approval of City Manager Agreement, and Swearing in of City Manager.
- b. AB 26-80: [Proposed] Ordinance No. 2026-11, Amending Toppenish Municipal Code 13.16.060 and 13.16.070 Regarding Utility Late Fees and Delinquent payments, charges, and water shut-offs.
- c. AB 26-81: [Proposed] Resolution No. 2026-44, Approval of Reimbursement to WSDOT for Overpayment on the Jackson Street Extension Project.
- d. AB 26-82: [Proposed] Resolution No. 2026-45, Patterson Park Play Equipment Procurement and Installation Process.

6. Discussion

- a. Flock (ALPR) Cameras in the City of Toppenish.

7. Council Meeting Reports and Community Announcements

8. Adjournment

Next Council Meeting Will Be Held on September 28, 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
August 24, 2026

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

ROLL CALL

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

Staff: Interim City Manager Adam Vaughn (ICM Vaughn), City Attorney Daniel B. Heid, Public Safety Director Joseph Mehline, Interim Public Works Director Daniel Musgraves, Information Technologies Service Manager Van Donley, Accounting Manager Yeni Salcedo, Deputy Fire Marshal Tia Hickman, and City Clerk Heidi Riojas (CC Riojas).

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

Councilmember Prieto Duval requested a correction to the July 13, 2026, meeting minutes regarding the vote on Resolution No. 2026-32. She stated that she voted no on the item, while the minutes indicate that the motion carried unanimously without recording the no vote.

CA Heid responded that, if there were no objection from the Council, the July 13, 2026, meeting minutes would be corrected as noted by Councilmember Prieto Duval.

APPROVE AGENDA

Councilmember Sanchez moved, and seconded by Councilmember Garza to approve the August 24, 2026, Agenda. Motion carried unanimously.

PUBLIC COMMENT

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

CONSENT AGENDA

Councilmember Sanchez moved, and seconded by Councilmember Prieto Duval to approve Consent Agenda items a through d:

- a. Approve Minutes of the August 10, 2026, Regular Meeting.
- b. Approve Minutes of the August 10, 2026, Special Meeting.

- c. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of \$254,685.51 dated August 21, 2026.
- d. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$1,049,432.98 dated August 24, 2026.

Motion carried unanimously.

NEW BUSINESS

Mayor Saavedra Read Ordinance No. 2026-10: An Ordinance of the City of Toppenish, Washington, Amending Section 15.20.060 of the Toppenish Municipal Code Relating to Vision Clearance.

Councilmember Garza moved, and seconded by Councilmember Sanchez to adopt Ordinance No. 2026-10. Motion carried unanimously.

Resolution No. 2026-41: A Resolution of the City Council of the City of Toppenish, Washington, Adopting Strategic Outcome Goals to Guide Development of the 2027 Budget and Authorizing Implementation of a Citizen Satisfaction Survey.

Councilmember Prieto Duval moved, and seconded by Councilmember Canfield to approve Resolution No. 2026-41. Motion carried unanimously.

Resolution No. 2026-42: A Resolution of the City Council of the City of Toppenish, Washington, Approving the Write-Off Of Uncollectible Utility Accounts.

Councilmember Prieto Duval moved, and seconded by Councilmember Canfield to approve Resolution No. 2026-42. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

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

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:35 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

TOPPENISH CITY COUNCIL
Study Session Minutes
September 8, 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.

Absent: Councilmember Josh Garza.

Staff: Interim City Manager Adam Vaughn (ICM Vaughn), City Attorney Daniel Heid, Public Safety Director Joseph Mehline, Information Technology Services Manager Van Donley, Communications Manager Sean Davido, Accounting Manager Yeni Salcedo (AM Salcedo), and City Clerk Heidi Riojas (CC Riojas).

CC Riojas 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.

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

Mayor Pro Tem Garcia moved, seconded by Councilmember Sanchez to excuse Councilmember Garza from the September 8, 2026, Study Session. Motion carried unanimously.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Canfield to approve September 8, 2026, Agenda. Motion carried unanimously.

PUBLIC COMMENTS AND STAFF UPDATES

ICM Vaughn updated Council on August public comments and upcoming projects. Staff will submit an STBG grant application through YVCOG for pavement preservation on East Toppenish Avenue. An HLA pavement management presentation is scheduled for the October 5 Study Session, and Director Mehline will present on the Flock camera system at the September 14 Regular Meeting.

The new street sweeper is onsite and will begin service after staff training. The community survey remains open through September, with results expected in October. Budget work will begin next week.

PUBLIC COMMENT

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

DISCUSSION

Mobile Vendors.

Council discussed changes to the mobile vendor code that would allow food trucks to operate in the City and establish designated food truck parks. The proposed code includes requirements for property owner approval, parking, and other operating standards.

A potential food truck park was discussed for the fenced property behind Top Stop. Council raised questions about operating hours, impacts on existing businesses, licensing fees, sales tax revenue, traffic, and access.

Council was generally supportive of the idea and agreed to continue discussing the proposed changes.

Utility Late Fees.

AM Salcedo presented an overview of the utility billing process and late fee schedule. She noted that bills are mailed at the end of each month and are due by the 1st, with payment accepted by 5 p.m. on the 15th. A \$10 late fee is charged after the 15th, with an additional seven days to pay. If the balance remains unpaid after the 22nd, a \$20 fee is added, and the account may be disconnected.

This item was placed on the agenda at the request of Councilmember Garza. At the conclusion of the discussion, Council requested that staff present the proposed amendment to waive late fees and disconnection for balances of \$20 or less at the next meeting.

City Buildings and Community Groups.

ICM Vaughn provided an overview of City-owned buildings and properties and noted that staff will continue reviewing their condition, maintenance needs, and future uses.

The Welcome Center, occupied by the Toppenish Chamber of Commerce and Toppenish Mural Society, is located in Pioneer Park and must be used for recreation under RCO requirements. Staff will explore moving recreation equipment and services to the building.

ICM Vaughn also updated Council on items stored at the library that were previously believed to belong to the Historical Society. The items are City-owned. Staff will work with the Historical Society to catalog the items and explore using space at the train depot for a historical exhibit.

Council suggested potential uses for the Welcome Center, including a community gym, senior center, or youth center.

Council Subcommittee Assignments and Topics.

ICM Vaughn reviewed the Council subcommittees and proposed topics. The Public Safety Committee will focus on homelessness and reducing harmful activities in public areas. Members are Councilmembers Duval, Sanchez, and Mayor Pro Tem Garcia, with Councilmember Canfield as alternate.

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to reinstate the Budget and Finance Committee. Motion carried unanimously.

The Budget and Finance Committee will focus on economic development and downtown revitalization. Members are Councilmembers Gutierrez, Canfield, and Sanchez, with Councilmember Duval as alternate. Budget decisions will remain with the full Council.

The Public Safety Committee meets the third Monday at 5:00 p.m. The Budget and Finance Committee meets the first Wednesday at 5:30 p.m.

EXECUTIVE SESSION

At 5:54 p.m., Mayor Saavedra called for the Council to go into Executive Session to review the performance of a public employee pursuant to RCW 42.30.110(1)(g). The approximate time for the Executive Session is 15 minutes with possible action.

At 5:55 p.m., Council started its Executive Session after all the members of the public left the chambers.

At 6:10 p.m., Mayor Saavedra extended the Executive Session an additional 15 minutes.

At 6:25 p.m., reconvened the regular session back to order.

Councilmember Sanchez moved, seconded by Mayor Pro Tem Garcia to offer and appoint Adam Vaughn as the next City Manager. Mayor Saavedra asked if ICM Vaughn accepted the appointment. ICM Vaughn said yes. Motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:30 p.m.

ELPIDIA SAAVEDRA, MAYOR

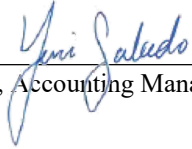
HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register
Payroll for Period: 8/16-8/31, 2026

Description	Payment Type	Payment Number	Amount
ACH Payroll 8/16-8/31, 2026	Bank Draft	ACH Payroll	\$109,169.57
City of Toppenish - Longevity	Regular	39505	\$305.00
Toppenish Police Officer Association	Regular	39506	\$808.50
United Way of Yakima Co.	Regular	39507	\$3.00
Aflac (EFT)	Bank Draft	DFT0000428	\$64.29
Aflac (EFT)	Bank Draft	DFT0000429	\$131.73
MissionSquare (EFT)	Bank Draft	DFT0000430	\$3,808.05
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000431	\$1,394.39
Dept of Retirement Systems	Bank Draft	DFT0000432	\$18,851.21
Internal Revenue Service	Bank Draft	DFT0000433	\$36,204.63
Employment Security Dept. - PFML (EFT)	Bank Draft	DFT0000437	\$1,246.83
Grand Total			\$171,987.20
Payroll Checks			

Payroll Checks 39505-39507, Electronic Transfers DFT428-DFT433, and DFT437.

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.



Yeni Salcedo, Accounting Manager

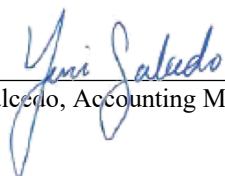
September 10, 2026
Date

AP Check Register				
September 1st Council Period				
Description	Payment Type	Payment Number	Amount	
Central Valley Truck Driving School LLC	Regular	39504	\$	3,250.00
Abadan Tri Cities	Regular	39508	\$	412.32
ADT Security Services, Inc.	Regular	39509	\$	47.64
Alejandro Delgado	Regular	39510	\$	133.42
All-Phase Electric, Inc.	Regular	39511	\$	858.82
Amazon Capital Services	Regular	39512	\$	1,014.38
Anaconda Networks, Inc.	Regular	39513	\$	2,176.84
Anatek Labs, Inc.	Regular	39514	\$	1,942.00
Blaze Plan Review	Regular	39515	\$	100.00
Capitol Path Consulting LLC	Regular	39516	\$	5,000.00
CenturyLink	Regular	39517	\$	22.90
CenturyLink	Regular	39518	\$	870.26
CenturyLink - Lumen	Regular	39519	\$	1,638.99
Charter Communications	Regular	39520	\$	461.56
Cintas Corporation #605	Regular	39521	\$	482.03
City of Sunnyside - Finance Dept.	Regular	39522	\$	53,702.39
City of Toppenish	Regular	39523	\$	17,665.08
Clarion Events, Inc.	Regular	39524	\$	3,897.72
Coastal Farm and Home Supply	Regular	39525	\$	191.13
Corporate Billing, LLC	Regular	39526	\$	207.94
David & Glenda McKinney	Regular	39527	\$	63.61
Department of Licensing	Regular	39528	\$	54.00
Dept. Of Transportation	Regular	39529	\$	182.00
DeVries Business Records Management, Inc.	Regular	39530	\$	32.00
EarthCam, Inc.	Regular	39531	\$	1,125.00
Elwood Staffing Services, Inc.	Regular	39532	\$	3,770.58
First Responder Outfitters, Inc.	Regular	39533	\$	70.15
Gideon Thomas Urlacher	Regular	39534	\$	790.00
GMP Consultants LLC	Regular	39535	\$	5,653.69
Guardian Security Systems, Inc.	Regular	39536	\$	191.43
H.D. Fowler Co., Inc.	Regular	39537	\$	432.92
HLA Engineering and Land Surveying, Inc.	Regular	39538	\$	89,897.54
Howard's Tire Factory Inc	Regular	39539	\$	652.31
Intermountain Cleaning Service, Inc.	Regular	39540	\$	4,880.50
James Andrews	Regular	39541	\$	3,000.00
Jose Sanchez-Castro	Regular	39542	\$	29.81
Lab Test	Regular	39543	\$	710.00
LEAF Capital Funding LLC	Regular	39544	\$	2,138.40
Les Schwab Tire Center	Regular	39545	\$	2,379.98
Moon Security Service, Inc.	Regular	39546	\$	69.03
North Central Laboratories	Regular	39547	\$	635.30
Northern Safety Co., Inc.	Regular	39548	\$	244.32
O.L. Luther Co., Inc.	Regular	39549	\$	1,102.29
O'Reilly Auto Parts	Regular	39550	\$	76.61
Oxarc, Inc.	Regular	39551	\$	10,103.16
Pacific Power & Light Co.	Regular	39552	\$	37,315.80
Pitney Bowes Global Financial Services	Regular	39553	\$	507.01
PROCOM LLC	Regular	39554	\$	128.00
Racom Corporation	Regular	39555	\$	2,397.32
Rathbun Iron Works, Inc.	Regular	39556	\$	5.70
SCI Industrial Services, LLC	Regular	39557	\$	330,517.71

Solid Waste Division	Regular	39558	\$	14,692.41
SWS Equipment, LLC	Regular	39559	\$	347,541.06
The Healthy Worker	Regular	39560	\$	220.00
TransUnion Risk and Alternative Data Solutions,	Regular	39561	\$	135.38
Tyler Technologies Inc.	Regular	39562	\$	50.00
U.S. Bank Safekeeping	Regular	39563	\$	22.00
VESTIS	Regular	39564	\$	73.08
WA Department of Health	Regular	39565	\$	535,825.47
Washington Audiology Services Inc.	Regular	39566	\$	1,527.59
Washington State Patrol	Regular	39567	\$	12.00
Washington State Treasurer	Regular	39568	\$	3,922.94
Workhub Software Inc.	Regular	39569	\$	39.00
Yakima County Treasurer	Regular	39570	\$	63.38
Yakima Humane Society	Regular	39571	\$	1,000.00
Yakima Waste Systems, Inc.	Regular	39572	\$	29,427.30
Zackary Williams	Regular	39573	\$	371.00
Pitney Bowes Inc.	Regular	DFT0000434	\$	2,500.00
U.S. Department of the Treasury	Regular	DFT0000436	\$	2,489.45
USDA RD DCFO Loan (EFT)	Regular	DFT0000435	\$	11,852.00
Grand Total				\$1,544,995.65
Account Payable Checks				

Accounts Payable Checks 39504 and 39508-39573 and Electronic Transfer DFT0000434 and DFT0000435

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.


 Yeni Salcedo, Accounting Manager

9/11/2026
 Date

Meeting Date: September 14, 2026

Subject: AB 26-79: [Proposed] Resolution No. 2026-43, Approval of City Manager Agreement, and Swearing in of City Manager.

Attachments: 1. Resolution No. 2026-43 Employment Agreement with Adam Vaughn
2. Adam Vaughn City Manager Agreement 2026
3. Oath of Office - AV

Presented By: Daniel Heid, City Attorney

Approved for Adam Vaughn, City Manager
Agenda By:

Discussion:

On September 8, 2026, the City Council discussed the City's ongoing recruitment efforts for a permanent City Manager and reviewed the City's current and immediate leadership needs. While the City has an existing agreement with GMP Consultants to conduct a City Manager recruitment process, the Council determined that the City's need for stable leadership warrants a different approach. The Council recognized the performance of Interim City Manager Adam Vaughn and determined that he has demonstrated the qualifications, leadership, and ability necessary to serve as the City's permanent City Manager.

Fiscal Impact:

Annual costs associated with the City Manager position include a base salary of \$165,000 plus benefits, retirement contributions, deferred compensation contributions, vehicle expenses, and other contractual benefits as outlined in the Employment Agreement. Funding is available within the approved budget.

Recommendation:

Approval of Resolution No. 2026-43 appointing Adam Vaughn as City Manager and approving the Employment Agreement.

Alternatives:

RESOLUTION NO. 2026-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, APPROVING THE CITY MANAGER
EMPLOYMENT AGREEMENT WITH ADAM VAUGHN**

WHEREAS, during the Study Session on September 8, 2026, the Council discussed its intentions of how to proceed with the search for Toppenish's next City Manager, and considered its current City Manager recruitment efforts; and

WHEREAS, the City Council also considered its urgent need for a City Manager in light of the current issues facing the City; and

WHEREAS, even though the City has entered into a contract with GMP Consultants for City Manager recruitment, the urgency of the City's need for a City Manager prompts the City Council to re-think its position relative to City Manager recruitment; and

WHEREAS, the current Interim City Manager, Adam Vaughn, has shown himself able to handle the City's needs for a City Manager.

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

Section 1. Appointment of New City Manager: The City Council wishes to hire Adam Vaughn as the next City Manager for the City of Toppenish, and approves the Employment Agreement for such, a copy of which is attached hereto, marked as Exhibit "A" and incorporated herein by this reference. The New City Manager is also directed to take appropriate steps to cancel the contract with GMP Consultants for City Manager recruitment.

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 errors/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 hereon.

PASSED by the Toppenish City Council on September 14, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Exhibit A

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TOPPENISH AND ADAM VAUGHN

THIS AGREEMENT, made and entered into this 14th day of September, 2026, by and between the City of Toppenish of the State of Washington, a municipal corporation, (hereinafter called “Employer”) and Adam Vaughn, (hereinafter called “Employee”).

Section 1: Term

This agreement shall commence on September 14, 2026, and shall continue for a period of not less than three (3) years, or until terminated as provided by law, or by the provisions of this Agreement, provided, however, this Agreement shall automatically renew annually as of the third anniversary, unless otherwise terminated, or amended, as provided by law or the provisions of this Agreement.

Section 2: Duties and Authority

- A. Employer agrees to employ the Employee as City Manager to perform the functions and duties specified in Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington and to perform other legally permissible and proper duties and functions without interference.
- B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer’s ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances of the Employer.
- D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, state and federal law.
- E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures that the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.
- F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee’s resignation which must be accepted by the governing body.
- G. The Employee shall perform the duties of the city manager of the Employer with reasonable care, diligence, skill and expertise.

- H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- I. The Employee cannot be reassigned from the position of city manager to another position without the Employee's express written consent.
- J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body.
- K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$165,000.00 payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
- C. The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed-upon economic indicator, such as the Consumer Price Index when provided to all department directors.
- D. The Employer agrees to pay Employee longevity at the same rate he is currently receiving

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, life and comprehensive medical insurance for the Employee and the Employee's dependents, at a minimum, equal to that which is provided to all other employees of the City of Toppenish. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

Section 5: Vacation, Sick, and Military Leave

- A. Upon commencing employment, the Employee shall be credited with 40 accrued sick leave hours and 40 accrued vacation leave hours, to be added to the accrued leave accumulated during the Employee's employment with the Employer prior to the Employee's appointment as City Manager. In addition, beginning the first day of employment, the Employee shall accrue sick leave and vacation leave on an annual basis, at the same rate he is currently accruing.

- B. The Employee shall be entitled to military reserve leave time pursuant to state law and the City of Toppenish policy.
- C. The Employee shall annually, be credited with five (5) days of executive leave.
- D. The Employee, at his option, may sell back to the City up to 80 hours of unused vacation annually.

Section 6: Automobile

The Employer agrees to provide the Employee with a motor vehicle for travel to and from work and for City of Toppenish-related travel, during the Employee's tenure as City Manager under the term of this Agreement or any extension thereof. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage for such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7: Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or any other Section 457 deferred compensation plan for Employee's (continued) participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, the Employer agrees to pay an amount equal to five percent (5%) of Employee's base salary permissible under Federal and state law into the designated plan on the Employee's behalf, in an equal proportionate amount each pay period. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA, AWC and WCMA Annual Conferences, AWC Legislative Conferences and such other regional, state, and local governmental groups and committees in which Employee serves as a member.

- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use, required for the Employee to perform their duties and maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of employment, the Employee shall return all equipment described herein.

Section 9: Termination

- A. For the purpose of this agreement, termination shall occur when:
 - 1. The majority of the governing body votes to terminate the Employee in accordance with Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington at a properly posted and duly authorized public meeting.
 - 2. If the Employer, citizens or legislature acts to amend any provisions of the code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - 3. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
 - 4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.

5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to nine (9) month's salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing monthly basis, at the Employee's option.
- B. The Employee shall also be compensated for all sick leave and vacation leave.
- C. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.
- D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns the Employee's position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

- A. Following the first year of employment under this Agreement, the Employer shall annually review the performance of the Employee in September of each year, or as can reasonably be scheduled in proximity thereto, subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

- B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times, be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, the Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the Employer's needs and shall enable Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Neither the governing body nor any individual member thereof shall request the Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor conflict with the Employee's responsibilities under this Agreement.

Section 16: City Residency Requirement

Pursuant to Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington, the City Council waives the residency requirement.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless

and indemnify Employee against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as city manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court cost and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee's duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

The Employee recognizes that the Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Toppenish local ordinances or any other law.
- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by, or offered to other department heads of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

Employer:

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

Employee:

Adam Vaughn
207 Parsons Avenue
Yakima, WA 98908

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. **Integration.** This Agreement sets forth the entire understanding between the Employer and the Employee regarding the Employee's employment by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** This Agreement shall become effective on the date set forth hereinabove.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if both Employer and Employee have executed them subsequent to the expungement or judicial modification of the invalid provision.
- E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

Executed this the 14th day of September, 2026.

City of Toppenish, Employer

Adam Vaughn, Employee

Elpidia Saavedra, Mayor

Adam Vaughn, Employee

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TOPPENISH AND ADAM VAUGHN

THIS AGREEMENT, made and entered into this 14th day of September, 2026, by and between the City of Toppenish of the State of Washington, a municipal corporation, (hereinafter called “Employer”) and Adam Vaughn, (hereinafter called “Employee”).

Section 1: Term

This agreement shall commence on September 14, 2026, and shall continue for a period of not less than three (3) years, or until terminated as provided by law, or by the provisions of this Agreement, provided, however, this Agreement shall automatically renew annually as of the third anniversary, unless otherwise terminated, or amended, as provided by law or the provisions of this Agreement.

Section 2: Duties and Authority

- A. Employer agrees to employ the Employee as City Manager to perform the functions and duties specified in Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington and to perform other legally permissible and proper duties and functions without interference.
- B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer’s ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances of the Employer.
- D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, state and federal law.
- E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures that the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.
- F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee’s resignation which must be accepted by the governing body.
- G. The Employee shall perform the duties of the city manager of the Employer with reasonable care, diligence, skill and expertise.
- H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

- I. The Employee cannot be reassigned from the position of city manager to another position without the Employee's express written consent.
- J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body.
- K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$165,000.00 payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
- C. The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed-upon economic indicator, such as the Consumer Price Index when provided to all department directors.
- D. The Employer agrees to pay Employee longevity at the same rate he is currently receiving

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, life and comprehensive medical insurance for the Employee and the Employee's dependents, at a minimum, equal to that which is provided to all other employees of the City of Toppenish. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

Section 5: Vacation, Sick, and Military Leave

- A. Upon commencing employment, the Employee shall be credited with 40 accrued sick leave hours and 40 accrued vacation leave hours, to be added to the accrued leave accumulated during the Employee's employment with the Employer prior to the Employee's appointment as City Manager. In addition, beginning the first day of employment, the Employee shall accrue sick leave and vacation leave on an annual basis, at the same rate he is currently accruing.

- B. The Employee shall be entitled to military reserve leave time pursuant to state law and the City of Toppenish policy.
- C. The Employee shall annually, be credited with five (5) days of executive leave.
- D. The Employee, at his option, may sell back to the City up to 80 hours of unused vacation annually.

Section 6: Automobile

The Employer agrees to provide the Employee with a motor vehicle for travel to and from work and for City of Toppenish-related travel, during the Employee's tenure as City Manager under the term of this Agreement or any extension thereof. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage for such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7: Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or any other Section 457 deferred compensation plan for Employee's (continued) participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, the Employer agrees to pay an amount equal to five percent (5%) of Employee's base salary permissible under Federal and state law into the designated plan on the Employee's behalf, in an equal proportionate amount each pay period. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA, AWC and WCMA Annual Conferences, AWC Legislative Conferences and such other regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee

for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

- D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use, required for the Employee to perform their duties and maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of employment, the Employee shall return all equipment described herein.

Section 9: Termination

- A. For the purpose of this agreement, termination shall occur when:
 - 1. The majority of the governing body votes to terminate the Employee in accordance with Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington at a properly posted and duly authorized public meeting.
 - 2. If the Employer, citizens or legislature acts to amend any provisions of the code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - 3. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
 - 4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.
 - 5. Breach of contract declared by either party with a 30-day cure period for either

Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to nine (9) month's salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing monthly basis, at the Employee's option.
- B. The Employee shall also be compensated for all sick leave and vacation leave.
- C. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.
- D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns the Employee's position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

- A. Following the first year of employment under this Agreement, the Employer shall annually review the performance of the Employee in September of each year, or as can reasonably be scheduled in proximity thereto, subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

- B. Unless the Employee expressly requests otherwise in writing, the evaluation of the

Employee shall at all times, be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

- C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, the Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the Employer's needs and shall enable Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Neither the governing body nor any individual member thereof shall request the Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor conflict with the Employee's responsibilities under this Agreement.

Section 16: City Residency Requirement

Pursuant to Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington, the City Council waives the residency requirement.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements,

penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as city manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court cost and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee's duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

The Employee recognizes that the Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Toppenish local ordinances or any other law.
- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by, or offered to other department heads of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

Employer:
City of Toppenish
21 West First Ave.
Toppenish, WA 98948

Employee:
Adam Vaughn
207 Parsons Avenue
Yakima, WA 98908

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. **Integration.** This Agreement sets forth the entire understanding between the Employer and the Employee regarding the Employee's employment by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** This Agreement shall become effective on the date set forth hereinabove.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if both Employer and Employee have executed them subsequent to the expungement or judicial modification of the invalid provision.
- E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

Executed this the 14th day of September, 2026.

City of Toppenish, Employer

Adam Vaughn, Employee

Elpidia Saavedra, Mayor

Adam Vaughn, Employee

OATH OF OFFICE

Adam Vaughn, City Manager

Heidi Riojas, CMC, City Clerk

Meeting Date: September 14, 2026

Subject: AB 26-80: [Proposed] Ordinance No. 2026-11, Amending Toppenish Municipal Code 13.16.060 and 13.16.070 Regarding Utility Late Fees and Delinquent payments, charges, and water shut-offs.

Attachments: 1. Ordinance No. 2026-11 Amending TMC 13.16.060, 13.16.070

Presented By: Yeni Salcedo, Accounting Manager

Approved for Adam Vaughn, City Manager

Agenda By:

Discussion:

The current provisions of the Toppenish Municipal Code provide for the assessment of delinquent fees and the implementation of utility service shut-off procedures when utility customers fail to pay their utility bills in full and in a timely manner.

At present, the Municipal Code does not establish a minimum delinquent balance that would exempt an account from the assessment of delinquent fees or the initiation of utility shut-off procedures. As a result, even very small delinquent balances may be subject to late fees and disconnection actions.

Staff have reviewed delinquent utility accounts and identified instances where minor outstanding balances may have resulted from unintended circumstances. In such cases, the imposition of delinquent fees and utility shut-off procedures may not be justified or warranted given the minimal amount owed.

To address this concern, Ordinance No. 2026-11 proposes establishing a minimum delinquent balance threshold of \$20.00. Under the proposed amendment, delinquent fees and utility shut-off procedures would not apply to accounts with delinquent balances of \$20.00 or less. Such fees and procedures would only be imposed when the delinquent balance is \$20.01 or greater.

This amendment is intended to provide a reasonable safeguard for customers with minor delinquent balances while preserving the City's ability to enforce timely payment of utility accounts.

Fiscal Impact:

The proposed amendment is expected to have a minimal fiscal impact.

Recommendation:

Adopt Ordinance No. 2026-11 amending Sections 13.16.060 and 13.16.070 of the Toppenish Municipal Code to establish a minimum delinquent balance threshold of

\$20.00 before late fees and disconnection fees may be assessed.

Alternatives:

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AMENDING SECTIONS 13.16.060 AND 13.16.070 OF THE TOPPENISH MUNICIPAL CODE RELATING TO DELINQUENT UTILITY CHARGES

WHEREAS, the current provisions of the Toppenish Municipal Code (TMC) provide for the imposition of delinquent fees and shut-off procedures relating to the failure of utility customers to pay their utility bills in a full and timely manner; and

WHEREAS, the current TMC provisions do not specify a threshold of a delinquent amount under which delinquent fees and shut-offs would not apply; and

WHEREAS, because a small delinquency amount may be the product of an innocent mistake, a banking limitation, or other cause which may not justify or warrant imposition of delinquent fees and/or application of turn-off procedures, it is appropriate to specify in the TMC a threshold under which a delinquent amount would not result in delinquent utility fees and/or utility shut-off procedures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, DO ORDAIN as follows:

Section 1. Amendment to City Code. Section 13.16.060 of the Toppenish Municipal Code (TMC) is amended to read as follows:

13.16.060 - Monthly charges — When due — Delinquent fee.

All charges for water service shall be due and payable at the finance department on the first day of each month, for the previous month. In case fees or charges for water are not paid before the close of business on the fifteenth day of the month in which due, where the amount of the delinquency is more than twenty dollars (\$20.00), a delinquent fee shall be added and collected by the finance department, and a like delinquent fee shall be added for each succeeding month or portion thereof during which the fees and charges shall remain delinquent, and such additional fees shall be collected by the finance department. Delinquent fees shall be established by resolution of the city council, as amended from time to time. Water bills shall cover service charges for a period of one month, and said bills shall be issued and mailed on or before the first day of each month. (Ord. 2017-01 § 1, 2017; Ord. 2016-08, 2016; Ord. 2010-1, 2010; Ord. 2006-10, 2006; Ord. 2005-11 § 1, 2005; Ord. 95-6 § 2, 1995; Ord. 88-15 § 12, 1988; Ord. 85-17 § 1, 1985; Ord. B-296 § 2, 1984; Ord. A-510 § 1, 1959; Ord. A-95 § 4, 1930).

Section 2. Amendment to City Code. Section 13.16.070 of the Toppenish Municipal Code (TMC) is amended to read as follows:

13.16.070 - Delinquent payments — Charges — Water shut-off.

In case of nonpayment of fees and charges for water within seven days after the date such fees and charges become delinquent, where the amount of the delinquency is more than twenty dollars (\$20.00), and after compliance with the city's notice procedures set forth below, the water shall be shut off and a shut-off charge shall be added to the account balance to cover administrative, clerical and other employee or employee-related expenses. The water shall remain off until the account is paid in full.

A. All payments received in the payment drop box by 5:00 p.m. on the payment due date will be accepted without penalty. Payments received in the drop box after 5:00 p.m. will be posted the next business day and the account will be billed late fees and subject to service termination.

B. Whenever a utility account is delinquent, the office of the finance director shall give notice to the customer of account delinquency and of the city's intent to discontinue city utility services if full payment is not made within seven calendar days of the date of the notice. Notice shall be given by depositing it in the United States Postal Service, directed to the last known address of the customer as shown on the records of the city. The city will not shut off a water service on a Saturday, Sunday, legal holiday or any day that the city cannot establish service on the same or following day, unless there is an emergency.

C. The notice of account delinquency and service termination shall include the following information:

1. The name of the customer and the address to which the utility service is being provided.

2. The account number.

3. Total delinquent amount due and owing.

4. Notice that city services shall be terminated upon failure to pay the delinquent bill in full within the time frame set forth in the notice.

5. Notice that the customer has the right to dispute any charges, provided such request is received by the finance director or designee before the termination stated in the notice of the termination.

6. Upon timely receipt of a request for a hearing, the finance director or designee shall conduct a hearing and the customer requesting the hearing shall be notified in writing by the finance director or designee of the date, time and place of such hearing. Pending the outcome of such hearing, no service shall be terminated.

In the event that the water has been so shut off for nonpayment and is turned back on by anyone other than city of Toppenish personnel, and the account has not been paid in full, the water shall again be shut off and the water service locked in a shut-off position. A lock charge and a second shut-off charge shall be added to the account to cover administrative, clerical and other employee or employee-related expenses; provided further, however, that in the event that the water is once again turned back on by anyone other than city of Toppenish personnel, and the account has not been paid in full, then the water shall again be shut off, the water meter removed, and a water meter removal charge and a

third shut-off charge in addition to the first and second shut-off charges and the lock fee shall be added to the account to cover administrative, clerical and other employee or employee-related expenses and the expense of removing and replacing the water meter. Shut-off, lock, and water meter removal charges shall be established by resolution of the city council, as amended from time to time. (Ord. 2018-02 § H, 2018; Ord. 2017-01 § 1, 2017; Ord. 95-6 § 3, 1995; Ord. 90-12 § 1, 1990; Ord. 88-15 § 13, 1988; Ord. 88-1 § 1, 1988; Ord. B-296 § 3, 1984; Ord. A-723 § 2, 1972; Ord. A-510 § 1, 1959; Ord. A-95 § 4, 1930).

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of these sections or TMC Title 13.

Section 4. Corrections. Upon approval by the City Attorney, the City Clerk is authorized to make necessary corrections to this Ordinance, including scrivener's errors or clerical mistakes; reference to other local, state, or federal laws, rules, or regulations; or numbering or referencing of Ordinances or their sections and subsections.

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

PASSED by the Toppenish City Council at its regular meeting held on the 14th day of September, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Meeting Date: September 14, 2026

Subject: AB 26-81: [Proposed] Resolution No. 2026-44, Approval of Reimbursement to WSDOT for Overpayment on the Jackson Street Extension Project.

Attachments: 1. Resolution No. 2026-44 Reimbursement for WSDOT
2. Toppenish PE Repayment 6423001 vlp

Presented By: Adam Vaughn, City Manager

Approved for Adam Vaughn, City Manager

Agenda By:

Discussion:

The City received correspondence dated May 18, 2026, from Stephanie Tax, Manager of Program Management for WSDOT Local Programs, regarding the Jackson Street Extension Project (STPUS-HIPUS-6423(001)). Because this project was extended many years, the City extended the agreement with WSDOT back in 2019. When extending the time of the project, the total budget also needed to be increased because of rising costs over the years. Federal regulations allow lump-sum agreements to be supplemented only for extending the contract end date and not for increasing the awarded funding levels.

WSDOT reviewed the consultant agreement and determined that FHWA participation was limited to \$146,531, while the City had been reimbursed \$174,398 in federal funds. Now, the City is required to repay \$27,867 to FHWA through WSDOT Local Programs. WSDOT further advised that no project billings will be processed on other projects until repayment is received. Payment of the required repayment amount will bring the project into compliance with FHWA and WSDOT Local Programs requirements and allow the City to maintain eligibility for future reimbursements. Failure to remit the repayment could delay future projects.

This item has nothing to do with the City Council's decision to stop further work on this project. This repayment would have been required whether the City continued with the project or ended it. The over-reimbursed amount was money that the City should have paid and is a result of the project extending for 10+ years.

Fiscal Impact:

Repayment amount of \$27,867.

Recommendation:

Approve Resolution No. 2026-44 Authorizing Repayment of \$27,867.00 to FHWA through the WSDOT Local Programs to Satisfy the Repayment Obligation and Maintain Compliance with Federal Funding Requirements.

Alternatives:

RESOLUTION NO. 2026-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AUTHORIZING REPAYMENT OF FEDERAL HIGHWAY ADMINISTRATION FUNDS FOR THE JACKSON STREET EXTENSION PROJECT

WHEREAS, the City of Toppenish participated in the Jackson Street Extension Project, identified as STPUS-HIPUS-6423(001); and

WHEREAS, the City received correspondence dated May 18, 2026, from Stephanie Tax, Manager of Program Management for WSDOT Local Programs regarding a review of the City's consultant agreement for the project; and

WHEREAS, WSDOT Local Programs Management determined that the City supplemented a lump-sum consultant agreement to increase the maximum contract amount, which increased amount is not eligible for additional federal participation under applicable program requirements; and

WHEREAS, WSDOT Local Programs Management also determined that the eligible amount for Federal Highway Administration participation was \$146,531, while the City had received a sum totaling \$174,398; and

WHEREAS, the City is therefore required to repay \$27,867.00 in federal funds previously reimbursed for the project; and

WHEREAS, WSDOT Local Programs Management has advised that no additional billings related to the project will be processed until the repayment amount has been received; and

WHEREAS, the City Council finds that repayment of the federal funds is necessary to maintain compliance with federal and state funding requirements and to preserve the City's eligibility for future reimbursement and transportation funding opportunities.

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

Section 1. Repayment Authorization: The City Council hereby authorizes repayment in the amount of Twenty-Seven Thousand Eight Hundred Sixty-Seven Dollars (\$27,867.00) to WSDOT Local Programs and/or the Federal Highway Administration, as required for the Jackson Street Extension Project (STPUS-HIPUS-6423(001)).

Section 2. Administrative Authority: The City Manager, Finance Director, and other appropriate City officials are authorized and directed to take all actions necessary

to process and submit the required repayment and to execute any documents necessary to implement this Resolution.

Section 3. Budget Authority: The City Council authorizes the use of available funds and any necessary budget adjustments to complete the repayment obligation.

Section 4. 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 5. 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 September 14, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

May 18, 2026

Mr. Dan Ford
City Manager
City of Toppenish
21 West First Avenue
Toppenish, Washington 98948-1524

RE: Toppenish
Jackson Street Extension
STPUS-HIPUS-6423(001)
FHWA Funds Repayment

Dear Mr. Ford:

Based on a recent documentation review of the city's lump sum consultant agreement, for the above-mentioned project, the city supplemented the agreement to increase the maximum price. Lump sum agreements can only be supplemented for extending the end date, not for additional funding. Therefore, the city is required to repay the FHWA funds that were reimbursed over the original amount eligible.

Local Programs has reviewed the details of the agreement and the amount FHWA can participate (\$146,531), compared to the amount reimbursed to date (\$174,398). Based on this information the city needs to repay **\$27,867.00** of federal funds previously reimbursed to the city. Please use the attached invoice to submit your repayment.

Until the reimbursement is received, no additional billings will be processed for this project.

If you have any questions, please contact your Region Local Programs Engineer, Seth Walker at 509-577-1780 or Seth.Walker@wsdot.wa.gov.

Sincerely,

Stephanie Tax

Stephanie Tax
Manager, Program Management
Local Programs

Attachment
ST:ad:ml

cc: Seth Walker, PE, South Central Region Local Programs Engineer
Agency Accounting

Meeting Date: September 14, 2026

Subject: AB 26-82: [Proposed] Resolution No. 2026-45, Patterson Park Play Equipment Procurement and Installation Process.

Attachments: 1. Resolution No. 2026-45 Patterson Park Playground Procurement
2. CME Design Qualifications_09092026
3. Patterson Park_Draft Option
4. EST1752 Patterson Park-draft

Presented By: Adam Vaughn, City Manager

Approved for Adam Vaughn, City Manager

Agenda By:

Discussion:

Toppenish has been awarded a \$150,350 grant from the Washington State Department of Commerce for the purchase and installation of playground equipment at Patterson Park. The grant provides \$30,000 for construction and \$120,350 for equipment. No City matching funds are required. However, costs exceeding the award or not eligible as construction or equipment must be funded by the City.

To procure the equipment using state grant funds, staff evaluated three options:

1. Hire a design firm to develop a customized playground design.
2. Develop performance-based specifications using manufacturers' predesigned layouts.
3. Purchase equipment and installation services through a Washington State-authorized cooperative purchasing contract.

Options 1 and 2 would require additional City expenditures, a separate bidding process, and greater staff involvement. They also present scheduling concerns because the grant funds must be expended by June 30, 2027, and the bidding process could delay construction beyond the available project schedule.

Staff determined that Option 3 is the most efficient and cost-effective approach. CME Playgrounds, a well-established playground equipment provider (reference material in Appendix B and C), is an awarded vendor through KCDA's cooperative purchasing program, of which Toppenish is an active member. Additional information regarding

cooperative purchasing, KCDA, and CME is provided in the Appendices of this Bill.

Once there is approval to move forward with KCDA and CME Playgrounds, a concept design will be prepared that will be brought forward to the Council. Construction would be expected to occur in Jan/February 2027.

In addition to the Play Equipment, staff is recommending that a 4 foot-high black cyclone fence be installed along the two street sides, at the City's expense, following the placement of the equipment. For this, staff is recommending that the City allocate \$20,000 to this fund.

Fiscal Impact:

The City has been awarded \$150,350 in state grant funding, consisting of \$30,000 for construction and \$120,350 for playground equipment. No City match is required. Any costs exceeding the grant award or determined ineligible under the grant must be paid by the City. Using the KCDA cooperative purchasing contract is expected to minimize additional procurement, design, and administrative costs. Estimated city costs, for the fencing, is estimated at \$20,000.

Recommendation:

Approve Resolution No. 2026-45 Authorizing the City Manager to Proceed with Purchase and Installation of Patterson Park Play Equipment from CME Playgrounds with Grant Funds and to Purchase and Installation of Fencing with City Funds.

Alternatives:

1. Approve the playground purchase but defer or eliminate the fence.
2. Direct staff to prepare performance-based specifications and conduct a separate competitive bidding process.
3. Hire a design firm to prepare a customized playground design followed by a separate bidding process.
4. Postpone or reject the project.

RESOLUTION NO. 2026-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AUTHORIZING THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR PATTERSON PARK FROM CME PLAYGROUNDS THROUGH KCDA CONTRACT NO. 26-315; AUTHORIZING UP TO \$20,000 IN CITY FUNDS FOR STREET-SIDE FENCING; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Toppenish has been awarded a \$150,350 grant from the Washington State Department of Commerce for the purchase and installation of playground equipment at Patterson Park, consisting of \$30,000 for construction and \$120,350 for equipment; and

WHEREAS, the grant does not require City matching funds, but any costs exceeding the grant award or determined to be ineligible under the grant must be paid by the City; and

WHEREAS, the grant funds must be expended by June 30, 2027, making timely procurement and project delivery necessary; and

WHEREAS, the City is a participating member of the King County Directors' Association (KCDA) purchasing cooperative pursuant to an interlocal agreement authorized under chapter 39.34 RCW; and

WHEREAS, RCW 39.34.030 authorizes public agencies to purchase through a bid, proposal, or contract awarded by another public agency or group of public agencies when the applicable statutory procurement and public-notice requirements have been satisfied; and

WHEREAS, KCDA competitively solicited and awarded Contract No. 26-315 for playground equipment, surfacing, and site amenities, and CME Playgrounds is an awarded vendor under that contract; and

WHEREAS, City staff have determined that purchasing the playground equipment and installation services through the KCDA cooperative contract is the most efficient and cost-effective method and will reduce procurement time, design expense, and administrative effort; and

WHEREAS, City staff also recommend installing a four-foot-high black cyclone fence along the two street-facing sides of Patterson Park following placement of the playground equipment, at an estimated City cost not to exceed \$20,000; and

WHEREAS, the City Council finds that the proposed playground purchase, installation, and street-side fencing are in the best interests of the City and the community;

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

Section 1. Playground Equipment and Installation Authorized. The City Council authorizes the purchase and installation of playground equipment for Patterson Park from CME Playgrounds through KCDA Contract No. 26-315, in an amount not to exceed \$150,350,

payable from the Washington State Department of Commerce grant and subject to the grant's approved budget categories, eligibility requirements, and reimbursement conditions.

Section 2. Street-Side Fencing Authorized. The City Council authorizes the procurement and installation, following placement of the playground equipment, of a four-foot-high black cyclone fence along the two street-facing sides of Patterson Park, at a total City cost not to exceed \$20,000. The expenditure shall be paid from available City funds lawfully appropriated and identified by the Finance Director and shall comply with all applicable purchasing requirements.

Section 3. Authority to Execute Documents. The City Manager or designee is authorized to execute purchase orders, contracts, grant documents, and other instruments reasonably necessary to carry out this Resolution and may approve minor or administrative revisions that do not materially increase the City's financial obligation or change the approved project scope.

Section 4. Compliance. City staff shall confirm that the CME Playgrounds proposal is within the scope, pricing, and term of KCDA Contract No. 26-315 and shall retain the applicable interlocal agreement, solicitation, award, contract, proposal, and grant records in the project file. The City shall also comply with all applicable prevailing-wage, contractor-registration, bonding, retainage, insurance, grant, and other public-works requirements.

Section 5. Corrections. The City Clerk, City Attorney, and/or City Manager are authorized to correct clerical errors and scrivener's errors in this Resolution or its associated documents, provided such corrections do not alter the substantive authorization granted herein.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage and signature.

PASSED by the Toppenish City Council at its regular meeting held on September 14, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

September 9, 2026



City of Toppenish

RE: Patterson Park Playground Replacement

Dear City Staff & City Council Members:

On behalf of CME Playgrounds, I am pleased to submit our Statement of Qualifications for the City of Toppenish for the Patterson Park Playground Replacement.

As a lifelong playground professional, I am particularly excited about this opportunity because it centers on one of the most important aspects of creating successful play spaces: identifying the right location and developing a thoughtful plan that balances accessibility, safety, environmental considerations, user experience, constructability, and long-term community value. While playground equipment is often the most visible part of a project, there are many more details involved to ensure a project's success.

My career in playground planning and design began in 1998 with BigToys & KOMPAN, where I was the Design Department manager and expanded that role over the next ten years, ultimately serving as Vice President of Operations for North America. During that time, I worked extensively with product design, safety standards, accessibility requirements, technical documentation, project pricing, logistics, project management, & procurements for playground projects implemented across North America. I have maintained Certified Playground Safety Inspector (CPSI) credentials for more than twenty years and have spent my career helping communities create safe, inclusive, and engaging places to play.

In 2006, my husband and I founded Cascade Mini Excavating (CME), which has since grown into one of Washington's leading playground construction and project management firms. Over the past eighteen years, our team has participated in more than 1,100 playground projects, including 344 public works projects. This "boots-on-the-ground" experience has given us a unique perspective that combines strategic planning, regulatory compliance, budgeting, constructability, installation, and long-term maintenance considerations together to help clients achieve excellent results.

The scope of work outlined in this RFQ aligns directly with the services we regularly provide. What makes us uniquely qualified is our ability to bridge the gap between planning and implementation. We routinely collaborate with city staff, planners, landscape architects, engineers, contractors, and community stakeholders to identify practical solutions that can be successfully permitted, funded, constructed, and maintained over the long term. Our recommendations are informed not only by design principles, but also by decades of real-world experience implementing playground projects throughout Washington.

Thank you for your consideration.

Sincerely,

Shelly Haynie, CPSI, RISC

Principal / Owner

CME Playgrounds

Firm Qualifications

CME Playgrounds is a Small Woman-Owned Commercial Design-Build Playground contractor. We specialize in design, procurement, installation, and inspection of playgrounds.

During the period of 2012- 2023 CME Playgrounds performed primarily as a sub-tier contractor under multiple manufacturer representatives for public works contracts installing playground equipment. CME executed as the Construction Manager, quoting projects, finding and hiring sub-contractors, scheduling and sequencing work, communicating directly with stakeholders to execute the projects on-time and on-budget. Additionally, CME developed excellent working relationships with School Districts, City, County & other public works staff throughout the state of Washington.

The CME team and knowledge has continued to expand over the years while working on public works projects of greater and growing sizes. When CME Playgrounds decided to add the design and supply of playground equipment to our business offering in 2024, it was in an effort to provide our customers with the best playgrounds from design to completion.

Our distinguishing characteristics include:

- Understanding of the Commercial Playground planning, funding, purchasing needs for Public Entities in the State of WA.
- CPSI-certified team members ensuring designs and installations meet or exceed ASTM and CPSC standards. Working directly with Owners, LSA's and Product Engineers to solve site-specific questions early in the design-build process to avoid costly & timely delays on projects.
- Direct coordination with Factory & Manufacturers to expedite parts, resolve design questions, and streamline warranty service.
- Proven ability to manage all aspects of a project, from site evaluation, layout & design, budgeting, site preparation, project management and installation.
- 20 year history with long standing relationships to service our customers year after year.

CME has positioned itself with business relationships that foster our ability to support multiple projects simultaneously across Washington, Oregon, and Idaho. Our in-house crews self-perform installation and inspection, supported by carefully selected subcontractors when needed.

Recent examples include assisting Snohomish County Parks with site evaluation, playground planning, technical specifications, budgeting, and constructability reviews for the Martha Lake Airport Park and Paine Field Park playground replacement projects. In both cases, our recommendations considered site circulation, user experience, accessibility, environmental constraints, tree preservation, utility conflicts, visibility, safety, with long-term operational needs. These are the same factors we would evaluate when identifying and recommending optimal playground locations and designs for your project.

Project TEAM

At CME, our people are the foundation of every project. Beyond titles and years of service, each member of our leadership team brings deep expertise and a shared passion for creating safe, inclusive, and inspiring places to play. Our team holds multiple Certified Playground Safety Inspector (CPSI) credentials, extensive firsthand experience in construction and surfacing, and a proven record of delivering projects on time, within budget, and in full compliance with safety and accessibility standards.

Shelly Haynie — Principal / Owner-Operator (CPSI, RISC)

Shelly started her career with BigToys and KOMPAN Playgrounds in 1998 in the design department. She quickly worked her way up and became the Vice President of Operations for North America with responsibility for the Marketing, Sales, Design, IT, Technical/Safety, Customer Service and Logistics departments that distributed products to the US, Canada and Mexico with manufacturing in WA, Denmark and the Czech Republic. Shelly's position required her to work closely with KOMPAN's research and development department that as a division of LEGO, focused product design on playful art and child development. In 2008, Shelly left KOMPAN to join forces with her husband's construction company and use her playground knowledge to focus the business on playground installations. Since 2017 when Shelly took over as the majority shareholder, she has guided CME with a steady vision: That PLAY has the power to unite communities and that CME's mission statement to create high quality, long lasting, safe and inclusive play spaces provides the backdrop for PLAY.

Her experience spans every avenue of Playgrounds from working with local groups to raise funds and secure grants, to providing technical product details & drawings, Presentation and Marketing Materials, logistics, distribution, Wage & Contract Administration. Her efforts over the past 27 years have also included a focus on safety compliance and accessibility. She has been contracted to provide design and safety inspections for many projects including the newly opened Pier 58 Playground in Seattle and for many other public works projects.

Shelly serves as a board member of the Thurston County PARC Foundation and is the president of the Friends of Maytown non-profit.

Shelly's leadership has shaped projects throughout the Puget Sound region, as she worked with Architects, Parks Managers, Procurement & contract administration staff, fostering client relations and creating a bridge with the design & construction staff on site. She is recognized for cultivating long-term client relationships and ensuring projects exceed safety, durability, and community expectations.

Josh Haynie — Construction Manager / Logistics (CPSI, RISC)

With more than 15 years of direct playground construction experience, Josh oversees installation crews through all phases of construction—ranging from logistic coordination to site preparation and surfacing to final inspection and closeout documentation. He ensures every detail is executed to specification, while keeping strict adherence to safety protocols and schedules.

Josh's craftsmanship and leadership are clear across school, municipal, and regional park projects. His ability to coordinate logistics, manage crews, and implement OSHA safety standards has been critical to CME's reputation for excellence.

Kyle Questi — Installation Manager (CPSI, RISC)

For the past 10 years, Kyle has anchored CME's field operations. He brings extensive knowledge of construction sequencing, subcontractor coordination, and quality control inspections. His oversight of large-scale installations ensures projects are completed on schedule and to the highest standards of safety and durability. Kyle is known for his steady leadership under pressure and his ability to communicate well with clients, crews, and inspectors.

Halle Foss — Parts Orders & Prevailing Wages, Admin. Assistance

Halle is invaluable team member helping to facilitate replacement parts, order processing in a timely and efficient manner. She also assists with the Accounts Payable and filing of all prevailing wage documentation. Her diligence and organizational skills allow CME to consistently meet documentation requirements for municipal contracts, grant-funded projects, and private installations.

Ryan Diess — Senior Playground Installer / Trainer

Ryan has been in the playground installation industry since 2012, serving as CME's longest-tenured installer. He brings more than a decade of direct experience in playground assembly, safety surfacing, and site preparation. He is highly skilled in interpreting installation plans, ensuring ADA accessibility compliance, and leading crews in the safe construction of complex play structures.

Relevant Experience

Site Evaluation Experience ✓

- Alternative site analysis
- Tree impact assessments
- Utility coordination
- Environmental constraints
- Accessibility planning
- Visibility and safety concerns
- User flow and circulation

Regulatory Knowledge ✓

- 20+ years CPSI
- ASTM expertise
- CPSC expertise
- ADA guidance development
- Accessibility expert
- Pier 58 safety review
- Professional presentations and education

Public Agency Experience ✓

- Seattle Parks
- Snohomish County
- Jefferson County
- School districts
- Municipal clients throughout Washington

Technical Capability ✓

- AutoCAD
- 2D & 3D visualization
- Construction documents
- Specifications
- Budget development
- Constructability reviews

Project Delivery ✓

- Site planning
- Design
- Estimating
- Compliance review
- Installation knowledge
- Long-term maintenance understanding

JUMP! Playground , Jefferson County Public Works

CME supported planning and implementation of the JUMP! Playground project, a highly collaborative destination playground involving multiple agencies, community stakeholders, grant funding partners, and manufacturers.

The project included Washington Recreation and Conservation Office (RCO) funding, integration of equipment from multiple manufacturers, site grading challenges, unitary surfacing systems, and a supervised volunteer installation program.

CME worked closely with project partners throughout concept development, budgeting, technical review, installation planning, and construction implementation.

Paine Field Park Playground Replacement, Snohomish County Parks

CME assisted Snohomish County with planning and development of playground improvements at Paine Field Park.

The project required balancing community priorities identified through public outreach with environmental and operational constraints associated with the site.

Particular attention was given to mature trees located within wetland buffer areas. CME developed strategies incorporating root protection barriers while supporting desired playground improvements.

County staff also requested elimination of concealed areas and enclosed play elements due to operational concerns associated with use of nearby wooded areas by unhoused individuals.

Design recommendations maintained sightlines and visibility while preserving age-appropriate play value.

Martha Lake Airport Park Playground Replacement, Snohomish County Parks

CME collaborated with Snohomish County Parks staff during planning and development of a major playground replacement project at Martha Lake Airport Park.

As part of the planning effort, several site considerations were evaluated, including accessibility, circulation patterns, utility constraints, existing infrastructure, tree impacts, safety, and user experience.

Following review of available alternatives, CME recommended relocation of the proposed playground expansion area to take advantage of existing sidewalk infrastructure. This approach reduced project costs by minimizing the need for additional pathways and containment borders while improving accessibility and visibility.

The selected location positioned younger children's play opportunities closer to the primary playground entrance, improving convenience for families and caregivers while maintaining overall site functionality.

Additional considerations included utility infrastructure, surface design requirements, compliance with playground safety standards, and shade opportunities.

Knowledge & Approach

Scope, Estimating, Full-Project Pricing: Our existing business model allows our team to quickly and efficiently carve out each project's specific details from the very beginning, ensuring that no critical data is missed. We have data and survey collecting methods that gather stakeholders' interests and project timelines and with that information we can design full-scope detailed proposals. renderings, pricing including any variables such as surfacing and in line-item pricing.

Communication and Partnering: CME has a proven history of providing project management and execution dating back to 2010. We have extensive internal procedures and processes that allow our team to function cohesively throughout a project. This hive-mind approach allows any project communication to be clear and prompt, keeping key stakeholders informed.

Quality Control: Accountability is key to our success. Measure twice and cut once as the saying goes. When an aspect of a project does not meet expectations of our team or that of key players, we understand the importance of correcting the issue at hand regardless of whether it's a defect in product manufacturing or installation. We inspect materials upon receipt; we routinely check material specifications with the manufactures and have built a strong partnership with internal teams to execute any corrections for materials. We have continuing education access as a direct distributor for Play&Park Structures, a division of PlayCore, which also provides in-field factory installer training and certifications for existing and sub-tier contractors.

Schedules and Budgets: CME takes a wholistic approach to project scheduling. As a part of our first consultation, we ask for key scheduling times and budgetary numbers up front which allow us to begin the partnership with fiscal responsibility in mind. Play&Park Structures has one of the shortest lead times in manufacturing and shipping. We maximize on-site time to align with project goals and any seasonal challenges. Our ability to maximize time usage on a project is part of what contributes to our record of meeting budgetary and scheduling requirements. CME has less than 2% change orders after contract execution. Certified and experienced installers contribute to our successful adherence to schedule and budget constraints.

State Regulations: More than 75% of CME's completed projects are with public entities and require compliance and reporting for WA State Public Works including Prevailing Wages, Diversity, Apprenticeship utilization, Davis Bacon Wages and TERO regulations. CME is in compliance and up to date with all reporting on public works projects currently in process.

References

Snohomish County Parks & Recreation

Carol Ohlfs, PLA Phone: 425-388-6609 Email: carol.ohlfs@snoco.org

Project Reference: Martha Lake Airport Park & Paine Field Park Playground Replacement

Project Overview:

- Site evaluation and location recommendations
- Playground planning and conceptual design
- Accessibility and safety considerations
- Technical specifications
- Budget development
- Environmental and Constructability Review

City of Seattle Parks & Recreation

Shwu-jen Hwang, Sr. LSAPhone: 206-584-6464 Email: shwu-jen.hwang@seattle.gov

Project Reference: View Ridge Playfield Playground

- CPSI Inspections for Multiple Seattle Parks playground projects
- Pier 58 Playground Safety Compliance Review

Relevant Services Provided:

- Playground planning support
- Safety compliance review
- Coordination with public agency staff
- Constructability and implementation expertise

Jefferson County Public Works

Eric Kuzma, Engineering Services Manager Phone: 360-316-6783

Email: ekuzma@co.jefferson.wa.us

Project Reference: JUMP! Universal Playground

Project Overview:

- RCO grant-funded project, along with high level of local community support
- Real-time, on-site playground adjustments to align playground design, grading and compliance challenges
- Coordination of a Multi-playground manufacturer supervised Volunteer Installation

City of Chehalis Parks & Recreation

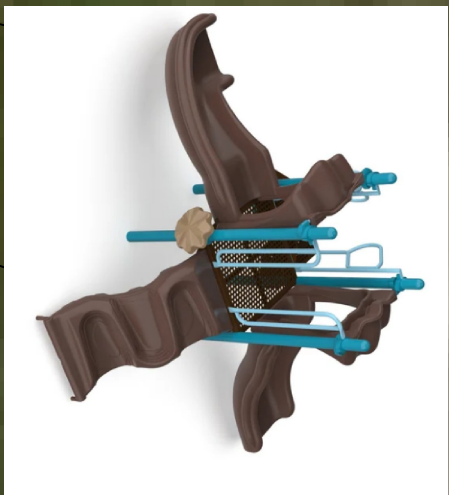
Lilly Wall (Retired)

Project Reference: Penny Playground in Chehalis, Washington

Relevant Experience:

- Concept development
- Design coordination
- Budgeting assistance
- Installation support and project implementation

Patterson Park Option1 Toppenish, WA	This play equipment is recommended for children ages: 2-5 & 5-12	Scale: n/a This drawing can be scaled only when in an 11" x 17" format	Drawn By: Shelly Date: 09/01/2026 Quote Number: EST1752	play&park structures® A  CORE Company 544 Chestnut Street Chattanooga, TN 37402 800-727-1907 / www.playandpark.com		Total Play Components	0			User Capacity 50-75 Critical Fall Height 8'-0"
	Elevated Play Components	0	Req.			0				
CME Playgrounds	Minimum Area Required: 3,190 SQ FT					Elevated Play Components Accessible by Ramp	0	Req.	0	
						Elevated Components Accessible by Transfer	0	Req.	0	
						Accessible Ground Level Components Shown	0	Req.	0	
						Different Types of Ground Level Components	0	Req.	0	



It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment. **IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.



CME Playgrounds Estimate



3931 146th Ave SW,
Tenino, WA 98589
(360) 352-6378
sales@cmeplay.net

Project Name: Patterson Park

Site Address: 401 Madison ave.

Toppenish, WA 98948

Project Contact: Mick Monken

206-883-9566

MMONKEN@GMPHR.COM

DATE: 8/31/2026

ESTIMATE # : 1752

CME Rep: SH

Bill To: City of Toppenish
c/o KCDA Purchasing

Ship To: 401 Madison Ave.
Toppenish, WA 98948

CME

Terms: Contract

Expiration Date 10/6/2026

Item#	Description	QTY	Color	Price
EWf- Blow In	Engineered Wood Fiber Safety Surfacing provide & Install KCDA Discount - 5%	150	CU	15,955.20T -797.76
2BY2412	1 Install Border Timbers	1		1,380.00T
2BY2HR12	12" Border Timber w/ Steel Spike - 4' Long	75	Black	1,890.00T
Freight	Half Ramp for 12" Borders w/ Steel Spikes	1	Black	330.00T
	Estimated Freight Cost	1		650.00T
	SubTotal For New Borders			19,407.44
20-118805	Supermax Big-Sur Structure	1	Honeydew	145,900.00T
10-169493	Nature's Melody	1	Honeydew	17,424.00T
104280	Saucer Swing Combo with Belt Seats	1	Honeydew	7,655.00T
67598	5" Belt Seat Package	2		1,170.00T
	50 Yr Promo Discount *pre-pay required			-86,074.50
Freight	Estimated Freight Cost			12,480.80T
	Installation of playground equipment	60		33,300.00T

Signature: _____

Date: _____

Subtotal

Sales Tax (8.3%)

Totals

By Signing this estimate you agree to the terms and conditions set forth on the following pages and authorize CME Playgrounds to perform work listed above.

Email Signed Quotes to: ORDERS@CMEPLAY.NET

CME Playgrounds Estimate



3931 146th Ave SW,
Tenino, WA 98589
(360) 352-6378
sales@cmeplay.net

Project Name: Patterson Park

Site Address: 401 Madison ave.

Toppenish, WA 98948

Project Contact: Mick Monken

206-883-9566

MMONKEN@GMPHR.COM

DATE: 8/31/2026

ESTIMATE # : 1752

CME Rep: SH

Bill To: City of Toppenish
c/o KCDA Purchasing

Ship To: 401 Madison Ave.
Toppenish, WA 98948

CME

Terms: Contract

Expiration Date 10/6/2026

Item#	Description	QTY	Color	Price
	Prevailing Wages Documents	1		750.00T
	Out of Zone Fees- .81 RT + Hotel	1		7,500.00T
	Receive & Offload Equipment at Site	1		1,837.00T
	KCDA Install Discount			-433.87
	*Assumes Demo of existing structures & footings is completed by others.			

Signature: _____

Date: _____

Subtotal \$160,915.87

Sales Tax (8.3%) \$13,356.02

Totals \$174,271.89

By Signing this estimate you agree to the terms and conditions set forth on the following pages and authorize CME Playgrounds to perform work listed above.

Email Signed Quotes to: ORDERS@CMEPLAY.NET

Meeting Date: September 14, 2026
Subject: Flock (ALPR) Cameras in the City of Toppenish.
Attachments: 1. Flock
Presented By: Joseph Mehline, Public Safety Director
Approved for Adam Vaughn, City Manager
Agenda By:

Discussion:

The City's contract with Flock for our Automated License Plate Reader (ALPR) cameras ends on October 2, 2026. Staff will present information to the Council on what these cameras are, how they can be used, and what is and isn't allowed while using them. This item is for discussion only; staff will bring back a contract for the council to review at the next council meeting.

Fiscal Impact:

Recommendation:

Alternatives:

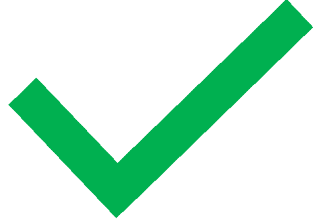
Flock Cameras

What are Flock Cameras (ALPR)

- Flock is the brand name for a company that provides Public Safety equipment and technology. The City's Flock cameras are Automated License Plate Reader (ALPR) cameras designed to capture license plates and vehicle characteristics.

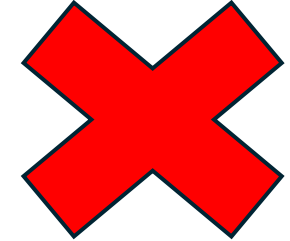
- The City is currently paying for 25 cameras and operating 11
 - The contract ends October 2nd.
- 14 Cameras were turned off after the passage of SB 6002
 - The law prohibited ALPR cameras from being located in sensitive locations such as:
 - Churches
 - Schools
 - Healthcare Facilities
 - Food Banks
- The “Flock” cameras in City parks are live feed cameras leased by Yakima County

Allowed



- Gross Misdemeanor Crimes
- Felony Crimes
- Missing Persons Cases

Not Allowed



- For immigration enforcement;
- To identify or monitor individuals seeking or providing protected healthcare services;
- To monitor lawful First Amendment activity; or
- To track or collect information regarding activity protected by the Washington State Constitution or the United States Constitution.

City of Toppenish Police Department Uses of ALPR Technology

- Domestic Violence Vehicle Assault Investigation
- Felony Hit-and-Run Investigation
- Stolen License Plate Investigation
- Gang-Related Shooting Investigation
- Multiple Stolen Vehicle Recoveries and Arrests
- Felony Escapee Apprehension Assistance
- Felony Warrant Suspect Arrest and Narcotics Investigation
- Burglary Suspect Investigation
- Weapons Offense Investigation
- Arson Investigation
- Multiple Stolen Vehicle Recoveries and Arrests
- Drive-By Shooting Investigation
- Felony Eluding and Narcotics Trafficking Investigation
- Shots Fired Investigation
- Homicide Investigation
- Agency Assist Drive-By Shooting Investigation

Questions?

A more comprehensive FAQ is posted on the City's website