



**CITY COUNCIL
REGULAR MEETING AGENDA
JUNE 24, 2024 – 7:00 P.M.**

TELEVISED LIVE ON MIDVALLEY TELEVISION
SPECTRUM CABLE CHANNEL 194

1. REGULAR SESSION CALL TO ORDER

Pledge of Allegiance/Roll Call/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. 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, state your name, and address for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. CONSENT AGENDA

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

- a. Approve Minutes of the June 10, 2024, Regular Meeting
- b. Approve Payroll Checks Numbers 36692 through 36708, and Electronic Transfers EFTPR3273 through EFTPR3282 in the total amount of \$314,830.79 dated June 20, 2024
- c. Approve Claims Checks Numbers 99083 through 99154, and Electronic Transfer EFTAP403 in the total amount of \$189,498.09 dated June 24, 2024, and void Check Number NR99016

5. NEW BUSINESS

- a. AB 24-051: [Proposed] Resolution 2024-29, Approve Consultant Agreement with DKS Associates for Traffic Safety Action Plan
- b. AB 24-052: [Proposed] Resolution 2024-30, Approve Janitorial Services Addendum dated June 21, 2024, with Intermountain Cleaning Service, Inc.
- c. Presentation by Budget and Finance Director Adam Vaughn Regarding Financials

6. COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

7. ADJOURNMENT

NEXT COUNCIL MEETING WILL BE HELD ON JULY 1, 2024

**TOPPENISH CITY COUNCIL
Regular Meeting Minutes
June 10, 2024**

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

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton, and Councilmembers Naila Duval, George Garcia, Ezequiel Morfin, and Cristian Sanchez
Absent: Councilmember Josh Garza
Staff: Interim City Manager Dan Ford (ICM Ford), City Attorney Gary Cuillier, Budget and Finance Director Adam Vaughn, Chief of Police Joseph Mehline, Fire Chief Tim Smith, Interim Public Works Director Shaun Burgess, City Clerk Heidi Riojas (CC Riojas), and Community Television Manager Sean Davido

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

Councilmember Duval moved, seconded by Councilmember Garcia to excuse Councilmember Garza from the June 10, 2024, Regular Meeting. Motion carried unanimously.

APPROVE AGENDA

Councilmember Duval moved, seconded by Councilmember Morfin to approve the June 10, 2024, Agenda. Motion carried unanimously.

PUBLIC COMMENT

None.

CONSENT AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Consent Agenda items a through e:

- a. Approve Minutes of the May 28, 2024, Regular Meeting
- b. Approve Minutes of the June 3, 2024, Study Session
- c. Accept Minutes of the June 5, 2024, Budget and Finance Committee
- d. Approve Payroll Checks Numbers 36680 through 36691, and Electronic Transfers EFTPR3264 through EFTPR3272 in the total amount of \$214,772.24 dated June 6, 2024
- e. Approve Claims Checks Numbers 99001 through 99082, and Electronic Transfers EFTAP399 through EFTAP402 in the total amount of \$171,423.46 dated June 10, 2024, and void Check Number NR988376

Motion carried unanimously.

EXECUTIVE SESSION

At 7:04 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 potential action. At 7:19 p.m., Mayor Saavedra reconvened the regular session back to order.

Mayor Pro Tem Belton moved, seconded by Councilmember Morfin to move forward with negotiations with Mr. Ford and we have three Councilmembers negotiate salary recommendations. Councilmembers Morfin, Garcia, and Mayor Pro Tem Belton will participate in the negotiation group. Motion carried unanimously.

PUBLIC HEARING

Public Hearing Regarding Adopting the Six-Year Transportation Improvement Plan for the for the Years 2025 through 2030: Presentation by Interim Public Works Director Shaun Burgess.

Mayor Saavedra opened the public hearing at 7:22 p.m.

IPWD Burgess noted the public hearing was required for the adoption of the Six-Year Transportation Improvement Plan for the years of 2025 through 2030. He discussed the 19 proposed projects that include: Jackson Street Extension Improvements; Mural Attraction Sidewalk Improvements; South Juniper Street and Jackson Street Improvements; Second and First Avenue Improvements; Asotin Avenue Improvements; South Toppenish Avenue Improvements; East First Avenue Improvements; Berger Lane Local Improvement District; G Street Improvements; East Toppenish Avenue Improvements, Phase 1 and Phase 2; Asotin Avenue Roundabout; King Lane and Rentschler Lane Local Improvement District; Buena Way Safety Improvements; East Third Avenue Improvements; Fraley Road Improvements; Washington Avenue Safety Improvements; Asotin Avenue and SR 22 Intersection Improvements; Alley preservation; and Pavement evaluation/preservation plan.

There being no comments from the public, Mayor Saavedra closed the hearing at 7:30 p.m.

NEW BUSINESS

Resolution 2024-26: A Resolution Adopting the Six-Year Transportation Improvement Program for the Years 2025 through 2030 for the City of Toppenish for the Purpose of Guiding the Development, Design, and Construction of Local and Regional Transportation Improvements.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Resolution 2024-26. Motion carried unanimously.

Resolution 2024-27: A Resolution Approving an Equipment Purchase Between RMUS Unmanned Solutions and the City of Toppenish, Washington, for Public Safety Drones Through Sourcewell Contract #011223.

Councilmember Duval moved, seconded by Councilmember Garcia to approve Resolution 2024-27. Motion carried unanimously.

Resolution 2024-28: A Resolution Approving Agreement to Provide Security Services Between Seattle’s Finest Security & Traffic Control, LLC and the City of Toppenish, Washington for Off-Duty Law Enforcement Security Services and Establish an Effective Date.

Councilmember Duval moved, seconded by Councilmember Garcia to approve Resolution 2024-28. Motion carried unanimously.

Picnic Tables for Lions Club Breakfast in Conjunction with Wild West Parade.

Councilmember Duval moved, seconded by Councilmember Morfin to add cost of providing up to 20 tables along Wild West Parade in parks. Motion carried. Mayor Saavedra voted no.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

Councilmember Duval reported her attendance at the June 5, 2024, Budget and Finance Committee meeting. She recited the summary provided by Budget and Finance Director Vaughn to educate the public.

Councilmember Morfin reported Community Safety Network will be hosting the Ciclovía event which will be held on June 27, 2024, in Pioneer Park.

Mayor Pro Tem Belton had nothing to report.

Councilmember Garcia reported his attendance at June 5, 2024, Budget and Finance Committee meeting.

Councilmember Sanchez had nothing to report.

Mayor Saavedra had nothing to report.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:07 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 6/1-6/15, 2024

Fund Number	Description	Amount
001-000-014	Finance, Record	\$19,026.38
001-000-017	Risk Management	\$4,578.32
001-000-018	Central Services, Personnel Services	\$15,532.93
001-000-021	Law Enforcement	\$73,462.68
001-000-022	Fire Services	\$44,423.92
001-000-024	Protective Inspections	\$6,091.46
001-000-058	Planning and Community Development	\$1,424.40
001-000-071	Recreational Services	\$4,341.74
001-000-076	Pool, Park Facilities	\$21,053.32
030-000-021	Criminal Justice Fund	\$38,703.07
050-000-000	Special Projects Fund	\$1,015.69
101-000-000	Street Fund	\$6,852.17
108-000-000	Cemetery Fund	\$5,317.77
157-000-000	Cable TV Fund	\$5,424.82
401-000-000	Water Fund	\$22,817.98
403-000-000	Wastewater Fund	\$27,340.00
405-000-000	Solid Waste Fund	\$17,424.14
Grand Total		\$314,830.79

Payroll Checks

Payroll Checks 36692-36708 and Electronic Transfers EFTPR3273-EFTPR3282.

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Adam Vaughn, Finance Director

June 20, 2024

Date

Accounts Payable Check Register

June 24, 2024

Number	Vendor Name	Account Description	Amount
99083	Dan Ford	Travel	\$128.00
99084	Morfin, Ezequiel	Travel - Per Diem	\$128.00
99085	Garcia, George J.	Travel - Per Diem	\$128.00
99086	Naila Duval	Travel - Per Diem	\$66.00
99087	Mary Beltran	Travel	\$85.00
99088	Cristian Sanchez	Travel - Per Diem	\$128.00
99089	RMUS LLC	Capital Purchase - Equipment	\$23,236.21
99090	Jana Paul	Recreation Program Fees - Inside	\$21.00
99091	City of Toppenish	City Utility Service - Fire	\$353.99
		City Utility Service - Police	\$774.22
		City Utility Services	\$467.67
		City Utility Services - Cemetery	\$92.90
		City Utility Services - City Hall	\$392.18
		City Utility Services - Parks	\$3,328.85
		City Utility Services - Recreation	\$163.26
		City Utility Services - Swimming Pool	\$665.36
		City Utility Services - Treatment Plant	\$303.05
		City Utility Services - Welcome Center	\$163.68
		Check Total:	\$6,705.16
99092	Akland Pump & Irrigation Co.	Operating/Maintenance Supplies - General	\$286.39
99093	All-Phase Electric, Inc.	Repair & Maintenance Equipment	\$519.94
99094	Amazon Capital Services	Capital Purchase - Equipment	\$137.89
		Computer Equipment - Police	\$63.70
		Office & Operating Supplies	\$329.06
		Operating Maintenance Supplies - General	\$7.55
		Operating/Maint. Supplies - General	\$22.02
		Operating/Maint. Supplies - Park Facilities	\$29.12
		Service Repair/Maintenance Parks	\$89.63
		Small Tools & Minor Equipment	\$183.48
		Uniforms & Clothing	\$213.61
		Check Total:	\$1,076.06
99095	Anaconda Networks, Inc.	Police - Capital Purchase - Vehicle	\$1,530.84
99096	BCR Environmental Corporation	Rentals	\$15,000.00
99097	CDW Government	Computer Equipment - Police	\$291.71
99098	Central Washington Pool and Spa LLC	Chemicals	\$6,874.88
99099	CenturyLink	Telephone	\$21.72
99100	Cintas Corporation #605	Rentals	\$34.16
		Uniform Cleaning	\$594.06
		Check Total:	\$628.22
99101	Columbia Cleaners	Uniform Cleaning	\$16.85
99102	Corporate Billing, LLC	Repair & Maintenance - Vehicles	\$588.64

99103	Cristian De Leon	Travel	\$59.00
99104	Department of Licensing	Weapon Permit - DOL License	\$18.00
99105	E 3 Solutions, Inc.	Professional Services	\$3,056.15
99106	Elwood Staffing Services, Inc.	Professional Services - Seasonal Help	\$6,357.70
99107	Employment Security Department	Unemployment Compensation	\$927.60
99108	Federal Express Corporation	Postage	\$41.46
99109	Gray & Osborne, Inc.	Professional Services - New Police Building	\$5,332.64
99110	Hach Company	Operating/Maintenance Supplies - General	\$193.33
99111	Helen M. Olney	Miscellaneous - Refunds	\$20.00
99112	Howard's Tire Factory Inc	Service Repair/Maintenance Vehicles	\$607.62
		Service Repair/Maintenance Vehicles- Roadway	\$48.55
		Check Total:	\$656.17
99113	Ideal Lumber & Hardware, Inc.	Chemicals	\$29.53
		Graffiti Program Supplies	\$46.24
		Office & Operating Supplies	\$207.48
		Operating Maintenance Supplies - General	\$37.87
		Operating/Maint. Supplies	\$46.99
		Operating/Maint. Supplies - General	\$111.36
		Operating/Maint. Supplies - Park Facilities	\$9.17
		Operating/Maintenance Supplies	\$192.64
		Operating/Maintenance Supplies - General	\$524.00
		Operating/Maintenance Supplies - Vehicles	\$23.98
		Recreation Program Costs	\$64.63
		Repair & Maintenance Equipment	\$45.97
		Service Repair/Maintenance	\$39.48
		Service Repair/Maintenance City Hall	\$26.89
		Service Repair/Maintenance Parks	\$142.94
		Service Repair/Maintenance Pool	\$437.35
		Service Repair/Maintenance Vehicles	\$98.16
		Service/Repair Maintenance - PW Shop	\$14.85
		Small Tools & Minor Equipment	\$88.54
		Check Total:	\$2,188.07
99114	Intermountain Cleaning Service, Inc.	Janitorial Services - City Hall	\$1,715.00
		Janitorial Services - Police Department	\$1,825.00
		Janitorial Services - Public Works	\$2,940.94
		Operating/Maint. Supplies	\$362.75
		Check Total:	\$6,843.69
99115	Italstone, WA Inc	Legal Services	\$2,640.00
99116	Jose Sanchez-Castro	Travel	\$237.00
99117	Mansfield Alarm Co. Inc.	Memberships- Registrations - Subscriptions	\$178.21
99118	Masters Telecom LLC	Telephone	\$17.00
99119	Moon Security Service, Inc.	Alarm Monitoring	\$45.91

99120	N-able Technologies LTD	IT Services - Building	\$21.91
		IT Services - Cemetery	\$4.75
		IT Services - City Clerk	\$20.72
		IT Services - Customer Service	\$8.51
		IT Services - Finance	\$144.71
		IT Services - Fire	\$57.55
		IT Services - Legislative	\$41.59
		IT Services - MVTM	\$60.15
		IT Services - Parks	\$3.56
		IT Services - Personnel	\$55.89
		IT Services - Police	\$500.37
		IT Services - PW Admin	\$73.01
		IT Services - Recreation	\$5.94
		IT Services - Sewer Treatment	\$40.91
		IT Services - Solid Waste Operations	\$1.19
		IT Services - Water Operations	\$36.76
		Software Subscriptions	\$46.29
		Check Total:	\$1,123.81
99121	Northstar Chemical, Inc.	Chemicals	\$680.40
99122	Northwest Code Professionals	Professional Services	\$4,261.96
99123	ODP Business Solutions, LLC	Office & Operating Supplies	\$81.21
99124	O'Reilly Auto Parts	Miscellaneous Fees & Charges	\$14.69
		Operating Maintenance Supplies - General	\$8.63
		Operating/Maint. Supplies - General	\$10.79
		Operating/Maintenance Supplies - General	\$211.05
		Operating/Maintenance Supplies - Vehicles	\$95.45
		Service Repair/Maintenance Equipment	\$114.85
		Check Total:	\$455.46
99125	Oxarc, Inc.	Chemicals	\$59.81
99126	Pacific Office Automation	Photocopies	\$34.89
99127	Pacific Office Automation	Rentals	\$163.58
99128	Pacific Power & Light Co.	Electricity	\$8,593.63
		Electricity - Cemetery	\$291.15
		Electricity - Parks	\$256.61
		Electricity - Street Lights	\$4,818.99
		Electricity - Traffic Signals	\$214.13
		Lift Station Electricity	\$483.84
		WWTP Electricity	\$9,686.79
		Check Total:	\$24,345.14
99129	Pacific Power & Light Co.	City Utility Services	\$558.80
99130	Paul Deccio Installations	Service Repair/Maintenance Vehicles	\$389.88
99131	Pepsi Cola Bottling Co.	Concession Supplies	\$102.00
99132	POSM Software LLC	Professional Services	\$1,000.00
99133	Rathbun Iron Works, Inc.	Repair & Maintenance - Vehicles	\$261.01
		Repair & Maintenance Equipment	\$167.87
		Service Repair/Maintenance Parks	\$69.11

		Small Tools & Minor Equipment	\$70.20
		Check Total:	\$568.19
99134	Screening Mimies	Uniforms & Clothing	\$839.33
99135	Securitas Technology Corporation	Alarm Monitoring	\$184.39
99136	Stripe Rite Inc.	Service Repair/Maintenance Roadway	\$16,485.20
99137	Sunnyside Sun Media LLC	Advertising	\$301.50
99138	The Print Guys	Office & Operating Supplies	\$159.98
99139	Toppenish Chamber Of Commerce	Tourism Contract - Toppenish Chamber	\$4,739.26
99140	True North Equipment	Repair & Maintenance - Vehicles	\$1,267.72
99141	U.S. Bank Safekeeping	Banking Fees & Charges	\$26.00
99142	Verizon Wireless	Small Tools & Minor Equipment	\$25.79
		Telephone	\$1,956.67
		Telephone - Utility Billing	\$42.24
		Check Total:	\$2,024.70
99143	VESTIS	Rentals	\$32.42
99144	Vision Municipal Solutions, LLC	Professional Services	\$1,825.33
99145	Washington State Patrol	Pre-Employment Services	\$231.00
99146	Weinmann, Gene E.	Postage	\$0.64
		Professional Services	\$1,845.00
		Check Total:	\$1,845.64
99147	Wells Fargo Vendor Fin Serv	Photocopies	\$96.77
		Rentals	\$383.80
		Check Total:	\$480.57
99148	Workhub Software Inc.	Memberships- Registrations - Subscriptions	\$54.00
99149	Yakima County Department of Corrections	Corrections Services Yakima County	\$21,963.12
		Medical Services	\$35.20
		Check Total:	\$21,998.32
99150	Yakima County GIS	IT Services - Community Dev	\$85.00
99151	Yakima Herald Republic	Pre-Employment Services	\$41.20
99152	Yakima Lock and Safe, LLC	Repair & Maintenance WWTP Buildings	\$2,166.00
99153	Yakima Regional Clean Air Agency	Clean Air Authority Assessment	\$1,064.50
99154	Yakima Waste Systems, Inc.	Recycling & Shred Services	\$68.14
EFTAP403	Washington State Department of Revenue	Excise Taxes	\$19,976.93
		Sales Tax Remitted	\$344.35
		Check Total:	\$20,321.28
NR99016	City of Toppenish	City Utility Service - Fire	(\$353.99)
		City Utility Service - Police	(\$774.22)
		City Utility Services	(\$467.67)
		City Utility Services - Cemetery	(\$92.90)
		City Utility Services - City Hall	(\$392.18)
		City Utility Services - Parks	(\$3,464.76)
		City Utility Services - Recreation	(\$326.94)
		City Utility Services - Swimming Pool	(\$665.36)
		City Utility Services - Treatment Plant	(\$303.05)

Check Total: (\$6,841.07)

Grand Total

\$189,498.09

Accounts Payable Checks 99083- 99154, and EFTAP403 and Voided Check NR99016

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Adam Vaughn, Finance Director

June 20, 2024

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-051

Meeting Date: June 24, 2024

Subject: Traffic Safety Action Plan

Attachments: Resolution 2024-29, Consultant Agreement for Traffic Safety Action Plan

Presented by: Dan Ford, PE – Interim City Manager

Approved For Agenda By: Dan Ford, PE – Interim City Manager

Discussion:

During the October 9, 2023, Regular Meeting, the City Council approved and accepted the grant award from the U.S. Department of Transportation for a Safe Streets and Roads for All (SS4A) Grant for the Safety Action Plan for the City of Toppenish. The SS4A grant award is for \$80,000, of which there is a \$20,000 match required, bringing the total to \$100,000 to create a Transportation Safety Action Plan (TSAP). The city's match is funded from the Capital Street fund's current fund balance.

The Request for Qualifications (RFQ), for selection of a qualified consultant to prepare the TSAP has been completed. The proposed Resolution and Consultant Agreement with DKS Associates reflect terms of the project for the completion of the TSAP.

The benefits of the TSAP are significant and align with the City's Transportation improvement priorities as well as City Council's goal to create a safer Toppenish. The project's anticipated completion date is early 2025.

Fiscal Impact: \$20,000.00: \$5,000.00 was budgeted from the 2023 Capital Street Fund and \$15,000 is budgeted in 2024.

Recommendation: Approve Resolution 2024-29, authorizing the Interim City Manager sign the Consultant Agreement with DKS Associates for the Traffic Safety Action Plan.

Alternatives: 1) Do not approve. 2) Forward to Study Session for further review.

RESOLUTION 2024-29

**A RESOLUTION APPROVING CONSULTANT AGREEMENT BETWEEN
DKS ASSOCIATES AND THE CITY OF TOPPENISH
FOR THE TRAFFIC SAFETY ACTION PLAN**

WHEREAS the City of Toppenish has completed the Request for Qualifications (RFQ) process to solicit for qualified engineering services for the creation of a Transportation Safety Action Plan (TSAP), and

WHEREAS during the RFQ process the City received two qualified bids and after evaluation the engineering firm selected was DKS Associates,

WHEREAS DKS Associates is a professional engineering firm with the staff and expertise to provide the professional engineering services as needed for this TSAP for an amount not to exceed \$95,370.00,

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

The Agreement between DKS Associates and the City of Toppenish for a Traffic Safety Action Plan for an amount not to exceed \$95,370.00 is approved and the Interim City Manager is authorized and directed to sign said agreement on behalf of the City of Toppenish.

This resolution shall be effective immediately upon passage and signatures.

PASSED by the City Council at its regular meeting held on June 24, 2024.

LOREN BELTON, Mayor Pro Tem

ATTEST:

HEIDI RIOJAS, CMC, City Clerk



AGREEMENT BETWEEN CITY AND CONSULTANT
Transportation Safety Action Plan

This Agreement is entered into this _____ day of _____, 2024, (“Effective Date”) by and between the **City of Toppenish** (“**City**”), a Washington municipal corporation located at 21 West First Avenue, Toppenish, WA 98948, and **DKS Associates**, (“**Consultant**”), a California for-profit corporation, with service at 1050 SW 6th Avenue, Suite 600, Portland, Oregon 97204. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 - 1. City of Toppenish Agreement No. 04-24
 - 2. Exhibit A: Scope of Work
 - 3. Exhibit B: Project Budget
 - 4. Additional Documents - Fee Schedule.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2024, and/or as the date stipulated in the SS4A Grant Agreement.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2024, and/or as the date stipulated in the SS4A Grant Agreement.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Ninety-Five Thousand Three Hundred Seventy Dollars (\$95,370.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient details on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in

the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and

associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to the requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at: www.sam.gov and <https://secure.lni.wa.gov/verify/>.

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any

such action shall be initiated in the Superior Court of the State of Washington situated in Yakima County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Yakima County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covers all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
 - g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
 - i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION/ HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts,, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Dan Ford, PE, Interim City Manager
City of Toppenish
21 West First Ave.
Toppenish, WA 98948
Email: Dan.Ford@cityoftoppenish.us
Phone: (509) 865-1633
Fax: (509) 865-1950

Carl Springer, PE, PTP
DKS Associates
1050 SW 6th Avenue, Suite 600
Portland, OR 97204
Email: Carl.Springer@dksassociates.com
Phone: (503) 753-8991
Fax:

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the

method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF TOPPENISH

DKS ASSOCIATES

Dan Ford, PE
Interim City Manager

Carl Springer

Carl Springer, PE, PTP

Attest:

Heidi Riojas, City Clerk

Approved as to form:

Gary Cuillier, City Attorney

Attachments:

- Exhibit A – Scope of Work, pages 10-15
- Exhibit B – Project Budget, page 16
- Additional Document – Fee Schedule, page 17



EXHIBIT A

DRAFT SCOPE OF WORK

DATE: March 15, 2024

TO: Dan Ford, PE | Director of Public Works, City of Toppenish

FROM: Aaron Berger, PE | DKS Associates
Brian Chandler, PE, PTOE, RSP_{21B} | DKS Associates

SUBJECT: Toppenish Transportation Safety Action Plan (TSAP) Scope of Work Project # **24163-000**

The objective of this study is to develop a 2024 City of Toppenish Transportation Safety Action Plan (TSAP) that meets of the needs of the community while also satisfying the requirements of the USDOT Safe Streets for All (SS4A) Program and the WSDOT City Safety Program, two of the major safety funding sources available.

The 2024 Toppenish TSAP will characterize the City's current state of transportation safety, outline potential strategies to address transportation safety issues, integrate City planning with other local and regional safety planning efforts, and identify ways to implement a broad range of countermeasures to improve safety across the City.

TASK 1 - PROJECT MANAGEMENT & MEETINGS

TASK 1.1 PROJECT MANAGEMENT

DKS will schedule and coordinate work tasks and shall maintain liaison and coordination with the City. The DKS project manager will communicate with the City project manager regarding the status of work being performed and to discuss issues or concerns that may impact the project. The DKS project manager will monitor the budget and expenditures, be the primary point of contact, and maintain a project file to include engineering computations, assumptions, meeting agendas and minutes, correspondence, and memoranda.

DKS will prepare monthly invoices and progress reports. Up to 4 (four), 1-hour virtual meetings between DKS and the City are included in this scope of work to coordinate, review, or discuss any of the project tasks throughout the project.

TASK 1.2 BI-WEEKLY MEETINGS

The DKS project manager will provide updates to the City via bi-weekly 30-minute progress check-in virtual meetings. As described in subsequent tasks below, some of these meetings will serve as presentations of findings from those tasks.

TASK 1.3 KICK-OFF MEETING

DKS will coordinate a 1-hour kick-off hybrid meeting with City staff and other attendees as selected by the City. The DKS project manager will attend in person, and other DKS staff will participate remotely. DKS will prepare the meeting agenda and presentation materials. Agenda items will include confirmation of the scope of work and schedule, discussion of the project purpose and need, fact finding and discovery regarding past and present regional safety planning efforts, and any questions from the City or DKS about project activities. DKS will submit one set of meeting notes.

Task Deliverables: Bi-weekly Check-in Meeting Notes. Monthly invoices and progress reports.

TASK 2 - SS4A TASK FORCE

DKS will work with City staff to identify representatives from key stakeholders and convene a task force to meet up to two times to guide the plan and take an active role in implementing strategies towards the eventual goal of zero roadway fatalities. Key stakeholders shall include select representation from elected officials from the City of Toppenish, municipal groups including law enforcement, the school board, and other local interest groups.

DKS will prepare presentation materials and will facilitate two (2) Task Force meetings to seek input from the members on key deliverables and decision points throughout the project. DKS will attend one meeting in person and one meeting virtually.

Task Deliverables: Attend two (2) Task Force Meetings (one in person and one virtually) and prepare meeting minutes.

TASK 3 – PUBLIC ENGAGEMENT

DKS shall produce one (1) interactive online and one in-person public open house to gather public input, accessible to both English and Spanish-speaking community members. The first event must gather input on transportation safety needs using an interactive map. The second open house must gather public input on proposed countermeasures strategies and project recommendations and will occur on the same day as the in-person SS4A Task Force Meeting (Task 2). DKS will analyze and summarize all community input received and incorporate this information into the final Transportation Safety Action Plan Document. In order to facilitate public engagement, DKS shall develop a website for the Project. The website should include a description of the Project, schedule of events, a mapping tool to obtain public comments, and provide access to draft and final deliverables. DKS shall update the text and materials on the website throughout the course of the project.

Task Deliverables: Project Website & Materials. Attend and prepare for one online and one in-person public open house

TASK 4 – CITY COUNCIL MEETINGS & WORKSESSIONS

DKS will provide presentation materials, supporting figures, or documents for up to two (2) City Council work sessions or meetings. City staff will communicate with the Board to gain broad support for the Safety Action Plan goals at a City Council meeting not attended by the Consultant. The purpose of the Board of Commissioner hearings, work sessions and meetings will be to gain approval/adoption of a zero roadway fatalities resolution. The three meeting dates will be identified with City staff as part of the overall project schedule. For the purpose of this task, it is assumed that one will be in person and one meeting will be virtual. The in-person meeting will occur on the same day as the in-person SS4A Task Force Meeting.

Task Deliverables: Prepare presentation materials and attend up to two (2) City Council meetings (one in person and one virtually).

TASK 5 - SAFETY ANALYSIS

TASK 5.1 DATA COLLECTION AND REVIEW

DKS will use the provided 2018 - 2022 crash data from Washington State DOT (or the latest 5-years of available data as directed by City staff). In addition, DKS will acquire and review the last two years of safety-related citizen complaints to City Public Works and Law Enforcement, agency responses to those complaints (if any), and any safety-related mitigations completed to address the safety concerns. DKS will also evaluate roadway characteristic data pertaining to curves, guardrail, clear zones, etc., to evaluate the sufficiency of such data for planning efforts.

TASK 5.2 CRASH TYPES AND CAUSES ANALYSIS

DKS will conduct a City-wide analysis of crash types, contributing factors, sequence of events, and crash causes to identify the most common contributors to all reported collisions on all roadways, as well as a separate analysis of the most common contributors to fatal and serious injury crashes.

The analysis will consider the following data elements if available:

- Drug/Alcohol-Related
- Collision Type
- Lighting Condition
- Roadway Curvature
- Fixed Object Hit
- Contributing Circumstance
- Young drivers
- Unrestrained drivers
- Motor Vehicle Type
- Posted Speed Limit
- Speeding Involved
- Traffic Control
- Roadway Type
- Roadway Surface Type/Condition
- Time of year
- Facility Used (Ped/Bike Only)

The data analysis findings will be presented through a combination of graphs, charts, tables, maps, and a one-page fact sheet.

TASK 5.3 EQUITY ANALYSIS

The equity analysis will help the project team understand how different communities may experience transportation safety across the City by analyzing the distribution of community members across the project area and evaluating exposure to crashes.

DKS will analyze the crash data against population demographics to identify if there may be an overrepresentation of fatal/serious crashes correlated with specific underrepresented populations. Underrepresented populations may include Indigenous Peoples, ethnic, linguistic, gender minorities, and people with disabilities.

TASK 5.4 CRASH LOCATION ANALYSIS

DKS will tabulate all crashes in the City to identify location patterns and high-collision intersections and segments. Reporting will include a table of all crashes by location regardless of severity, and all severe crashes (i.e., fatal and serious injury) by location. DKS will also provide a map of the high-crash locations (e.g., High-Injury Network). Analysis should include all roadways within the City's jurisdiction. DKS will then identify safety needs (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographic, and structural issues, etc.) within the study area.

Task Deliverables: Crash types and causes summary table; Crash location summary table; Equity evaluation summary table, Fact Sheet

TASK 6 - COUNTERMEASURE IDENTIFICATION AND PROJECT RECOMMENDATIONS

DKS will identify a list of City-approved safety countermeasures related to the safety needs identified in Task 4. The countermeasures will include the following:

- Hot Spot infrastructure project recommendations for up to 5 individual locations (e.g., intersections or roadway segments). This recommendation will include planning-level cost estimates (up to 5), and estimated benefit based on state-of-the-practice Crash Modification Factors.
- Systemic infrastructure treatment recommendations for two (2) of the most common collision patterns, including estimated cost ranges and estimated safety benefits.

The list of improvements will include specific projects and strategies, descriptions, planning level cost estimates, and given time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes).

The project team will look to identify improvements along corridors that are flagged on the high-injury network and/or are located in areas identified as having disproportionate underrepresented populations and/or are utilized disproportionately by underrepresented populations.

Once identified, the list of projects and strategies will be prioritized based on equity considerations, community feedback, crash risk, and funding likelihood, among other criteria selected by the project team. DKS will provide a Draft list of recommendations and an evaluation criteria matrix with the proposed metrics for prioritizing the recommended safety improvements to the City for

review and comment. DKS will incorporate comments received in the Task 9 City Transportation Safety Action Plan.

Task Deliverables: Evaluation Criteria matrix

TASK 7 - POLICY AND PROCESS CHANGE RECOMMENDATIONS

DKS will assess current City policies, plans, guidelines, and/or standards (e.g., manuals) to identify ways to improve prioritization of transportation safety. DKS will make recommendations regarding the implementation of revised or new policies, guidelines, and/or standards. DKS will incorporate comments from the City on the Policy and Process Change Recommendations Memo into the Task 9 City Transportation Safety Action Plan.

Task Deliverables: Draft Policy and Standards Review Recommendations Memorandum

TASK 8 – DRAFT PERFORMANCE MEASURES AND MONITORING

Performance measures are a key principle of performance-based planning and will help adequately measure progress towards achieving the plan goals. DKS will provide recommendations based on best practices and current guidance for methods to measure and monitor progress over time, including outcome data. Recommendations will include means to ensure ongoing transparency to residents, relevant stakeholders, and City Council at a regular reporting interval to be determined with SS4A Task Force input. DKS will incorporate comments from the City on the Draft Performance Measures and Monitoring Memo into the Task 9 City Transportation Safety Action Plan.

Task Deliverables: Draft Safety Performance Measures and Monitoring Memo

TASK 9 - CITY 2024 TRANSPORTATION SAFETY ACTION PLAN

In this task DKS will produce the 2024 Transportation Safety Action Plan. The document will be approximately 10-15 pages in length, inclusive of cover and table of contents, but exclusive of appendices. DKS will submit a Draft version of the Safety Plan to the City for review and comment. Upon receipt of comments on the Draft, DKS will respond to comments and prepare an Adoption Draft Transportation Safety Action Plan for presentation to the City Council (see Task 3 for City Council Meeting deliverable).

DKS will also provide framework for a Safety Array/Priority Array that the City can use to integrate projects into the City Six Year Transportation Improvement Plan (TIP). The DKS Project Manager will co-participate with the City to present the Transportation Safety Action Plan in person to City Council, answer their questions during the meeting (see Task 4), and address comments for the final adopted version of the plan. DKS will incorporate all inputs into the Final Transportation Safety Action Plan, to be submitted in MS Word and Adobe PDF versions.

Task Deliverables: 2024 Transportation Safety Action Plan (Draft; Adoption Draft; Final Adopted Version). Safety Array/Priority Array framework. Copy of electronic files.

TASK 10 – SCHOOL CIRCULATION REVIEW AND RECOMMENDATIONS

In this task DKS will review the pick-up/drop-off circulation procedures/plans at up to two school locations within the City and provide recommendations for safety enhancements to these plans. Any field observations for these locations will be conducted during travel for other in-person meetings in the prior tasks. DKS will provide short, one-page memoranda summarizing safety issues observed and received from school staff, and a list of recommended changes to pick-up/drop-off procedures to improve student safety.

Task Deliverables: Up to two one-page memoranda summarizing school circulation safety needs and recommended improvements.

**EXHIBIT B
Project Budget**

DKS Associates

Position	Principal in Charge	PM	Safety Engineer	Jr. Engineer	Admin	Graphics/CS	Hours		Labor
							Hours	Rate	
Standard Rate	\$315.00	\$240.00	\$235.00	\$150.00	\$120.00	\$120.00	50		\$11,490.00
Task 1 - Project Management									
Project Management, Invoices, Various Meetings	2	16			8				
Bi-weekly PM Check-In Meetings	2	8							
Kick-Off Meeting (in-person)	2	12							
Task 2 - SS4A Task Force									
SS4A Task Force Meetings (1 in-person, 1 virtual)	4	16		16					\$7,500.00
Task 3 - Public Engagement									
Project Website, Online Comment Map		4	2	8		12			\$8,445.00
Open House #1 (in-person) - includes flyers and advertisement efforts	1	4	4	8		8			
Task 4 - City Council Worksessions and Meetings									
Board Work Sessions, Hearings, Meetings (1 virtual, 1 in-person)	1	12		4					\$3,795.00
Task 5 - Safety Analysis									
Data Collection & Review		4	2	16					\$18,380.00
Crash Types and Causes Analysis	1	2	4	16		2			
Equity Analysis	1	4		12		2			
Crash Location Analysis	1	2	2	16		2			
Fact Sheet	1	2		8		8			
Task 6 - Countermeasure Identification & Project Recommendations									
Identify City-approved Treatments		2	2	8					\$13,310.00
Hot Spot Treatments at Top 5 locations		2	5	10					
Systemic Treatments for 2 common crash types		2	2	10					
Cost Estimates (5)	2	2		6					
Project Prioritization	1	2	2	12		4			
Task 7 - Policy & Process Change Recommendations									
Draft Policy & Process Recommendations Memorandum	1	2	2	8					\$2,465.00
Task 8 - Performance Measures & Monitoring									
Draft Safety Performance Measures and Monitoring Memo	2	2	2	12					\$3,380.00
Task 9 - Transportation Safety Action Plan									
Draft TSAP	4	12	6	32		32			\$19,875.00
Adoption Draft TSAP	1	2		6		8			
Final Adopted TSAP	1	2		4		2			
Safety Array/Priority Array Framework	1	2		4					
Task 10 - School Circulation Plan Review									
School Circulation Review and Recommendations for x2 locations	2	12	4	12		4			\$6,730.00
Subtotal Person Hours	31	130	39	228	8	84			
Subtotal Person Fees	\$9,765	\$31,200	\$9,165	\$34,200	\$960	\$10,080			\$95,370.00
TOTAL COST									



Fee Schedule

Effective January 1, 2024 through December 31, 2024

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 5	75.00	Grade 38	240.00	Tech Level G	65.00
Grade 6	80.00	Grade 39	245.00	Tech Level H	70.00
Grade 7	85.00	Grade 40	250.00	Tech Level I	75.00
Grade 8	90.00	Grade 41	255.00	Tech Level J	80.00
Grade 9	95.00	Grade 42	260.00	Tech Level K	85.00
Grade 10	100.00	Grade 43	265.00	Tech Level L	90.00
Grade 11	105.00	Grade 44	270.00	Tech Level M	95.00
Grade 12	110.00	Grade 45	275.00	Tech Level N	100.00
Grade 13	115.00	Grade 46	280.00	Tech Level O	105.00
Grade 14	120.00	Grade 47	285.00	Tech Level P	110.00
Grade 15	125.00	Grade 48	290.00	Tech Level Q	115.00
Grade 16	130.00	Grade 49	295.00	Tech Level R	120.00
Grade 17	135.00	Grade 50	300.00	Tech Level S	125.00
Grade 18	140.00	Grade 51	305.00	Tech Level T	130.00
Grade 19	145.00	Grade 52	310.00	Tech Level U	135.00
Grade 20	150.00	Grade 53	315.00	Tech Level V	140.00
Grade 21	155.00	Grade 54	320.00	Tech Level W	145.00
Grade 22	160.00	Grade 55	325.00	Tech Level X	150.00
Grade 23	165.00	Grade 56	330.00	Tech Level Y	155.00
Grade 24	170.00	Grade 57	335.00	Tech Level Z	160.00
Grade 25	175.00	Grade 58	340.00	Tech Level AA	165.00
Grade 26	180.00	Grade 59	345.00	Tech Level AB	170.00
Grade 27	185.00	Grade 60	350.00	Tech Level AC	175.00
Grade 28	190.00	Grade 61	355.00	Tech Level AD	180.00
Grade 29	195.00	Grade 62	360.00	Tech Level AE	185.00
Grade 30	200.00	Grade 63	365.00	Tech Level AF	190.00
Grade 31	205.00	Grade 64	370.00	Tech Level AG	195.00
Grade 32	210.00	Grade 65	375.00	Tech Level AH	200.00
Grade 33	215.00	Grade 66	380.00	Tech Level AI	205.00
Grade 34	220.00	Grade 67	385.00	Tech Level AJ	210.00
Grade 35	225.00	Grade 68	390.00	Tech Level AN	230.00
Grade 36	230.00	Grade 69	395.00	Tech Level AO	235.00
Grade 37	235.00	Grade 70	400.00	Tech Level AP	240.00

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-052

Meeting Date: June 24, 2024

Subject: Intermountain Cleaning Service, Inc. Addendum dated June 21, 2024

Attachments: Proposed Resolution 2024-30, Intermountain Cleaning Service, Inc. Addendum dated June 21, 2024

Presented by: Dan Ford, PE – Interim City Manager

Approved For Agenda By: Dan Ford, PE – Interim City Manager

Discussion:

The original one-year janitorial contract with Intermountain Cleaning Service, Inc. was through June 21, 2024, to provide cleaning services to various City facilities, consisting of City Hall, Public Works, and the Temporary Police Facility.

The proposed Resolution and Addendum dated June 21, 2024, will extend the janitorial contract for an additional 30 days, through July 21, 2024, for a total of \$5,050.

Fiscal Impact: \$5,050

Recommendation: Approve Resolution 2024-30, authorizing the City Manager to sign the Janitorial Services Contract Addendum dated June 21, 2024, to extend services until July 21, 2024

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

RESOLUTION 2024-30

**A RESOLUTION APPROVING JANITORIAL SERVICES ADDENDUM
DATED JUNE 21, 2024, WITH INTERMOUNTAIN CLEANING
SERVICE, INC.**

WHEREAS the City of Toppenish recognizes maintaining a clean and sanitary environment is crucial for the well-being, health and overall quality of life of our city's residents, employees and visitors, and

WHEREAS the provision of professional cleaning services can ensure the cleanliness, hygiene and aesthetics of public spaces, facilities and infrastructure, and

WHEREAS the city does not have staff to provide the cleaning and janitorial services each location requires to maintain cleanliness, and

WHEREAS Intermountain Cleaning Service, Inc. is a professional cleaning services with staff and expertise to provide the necessary tools, products and time required to meet the city's cleaning needs, and

WHEREAS the City wishes to extend its janitorial services with Intermountain Cleaning Service, Inc. for 30 days until July 21, 2024,

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

The Intermountain Cleaning Service, Inc. Addendum dated June 21, 2024, is approved, and the Interim City Manager is authorized and directed to execute said agreement on behalf of the City of Toppenish.

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

PASSED by the Toppenish City Council at its regular meeting held on June 24, 2024.

LOREN BELTON, Mayor Pro Tem

ATTEST:

HEIDI RIOJAS, CMC, City Clerk



515 N. 20th Avenue
YAKIMA, WA 98902
(509) 575-5638

June 21, 2024

Addendum to Original Bid

June 22, 2023

City of Toppenish
21 West 1st Ave.
Toppenish, WA 98948

This addendum extends the original agreement for the City of Toppenish, providing an additional thirty (30) days of weekly janitorial services for the following facilities: City Hall, Public Works, and the Toppenish Police Station. The extension period begins on June 21st, 2024, and ends on July 21st, 2024.


<u>Janitorial three (3) days per week;</u>	<u>MONTHLY BILLING</u>
City Hall	\$1,715.00 per month
Public Works	\$1,510.00 per month
Police Station (518 W. 2nd Ave)	\$1,825.00 per month

Thank you for the opportunity to bid your work. We look forward to serving you. If you have any questions please feel free to give us a call.

Sincerely,
INTERMOUNTAIN CLEANING SERVICE, INC.

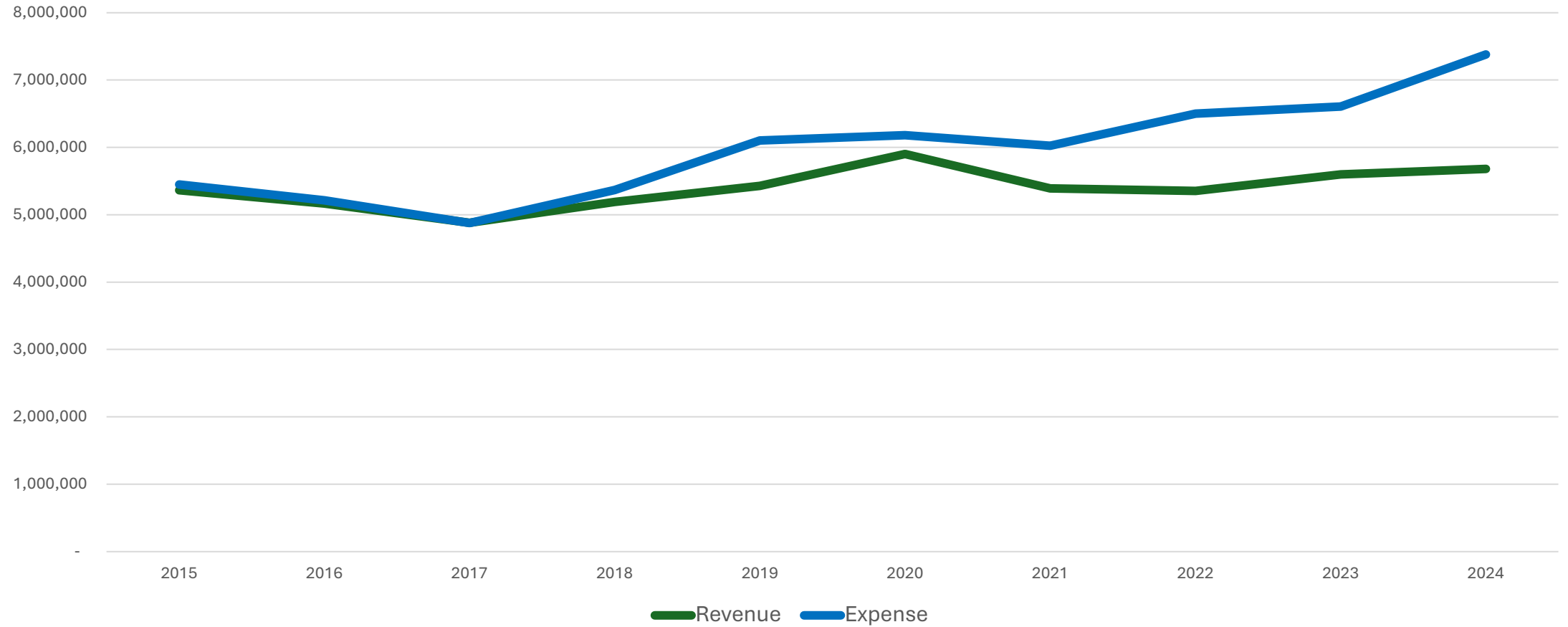
By: 
Samantha Albert

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

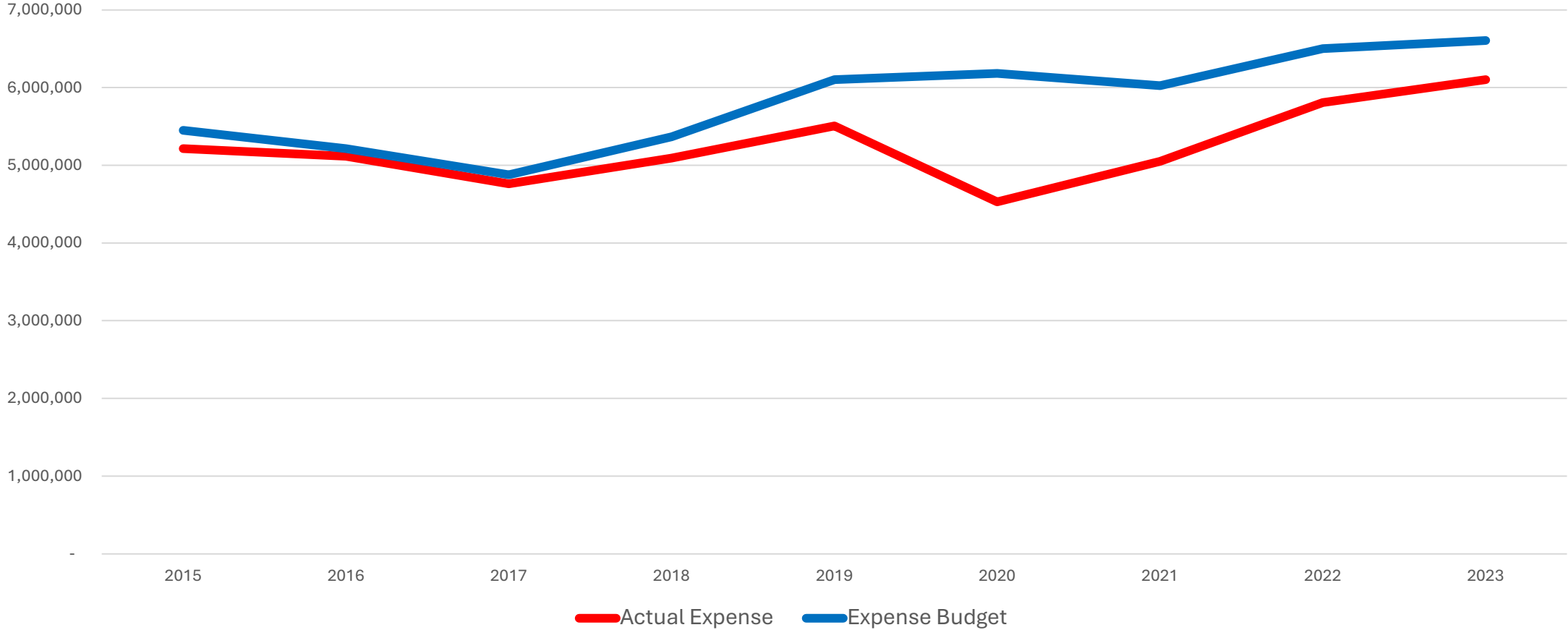
CLIENT: _____ (PRINT)	ICS: <u>Samantha Albert</u> (PRINT)
CLIENT: _____ (SIGNATURE)	ICS: <u></u> (SIGNATURE)

Financials

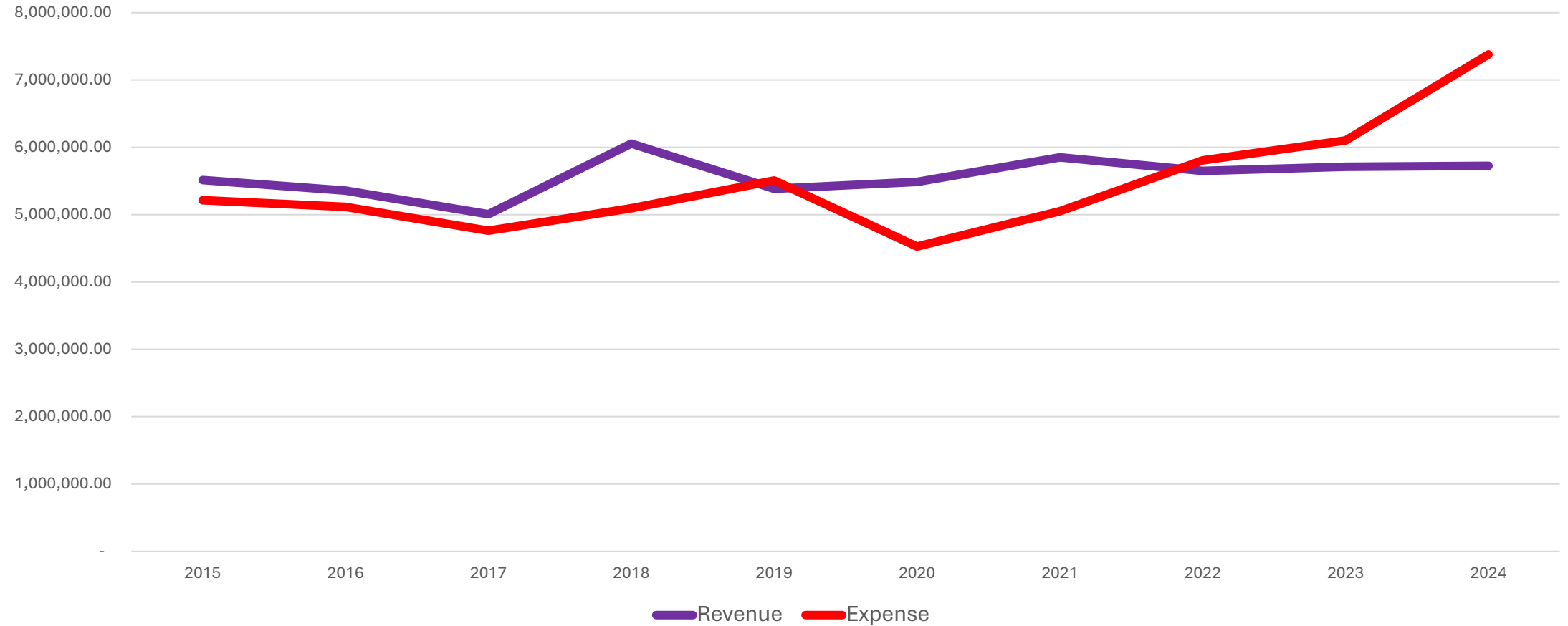
10-Year Budgeted Lookback



Actual Expense vs. Budgeted Expense



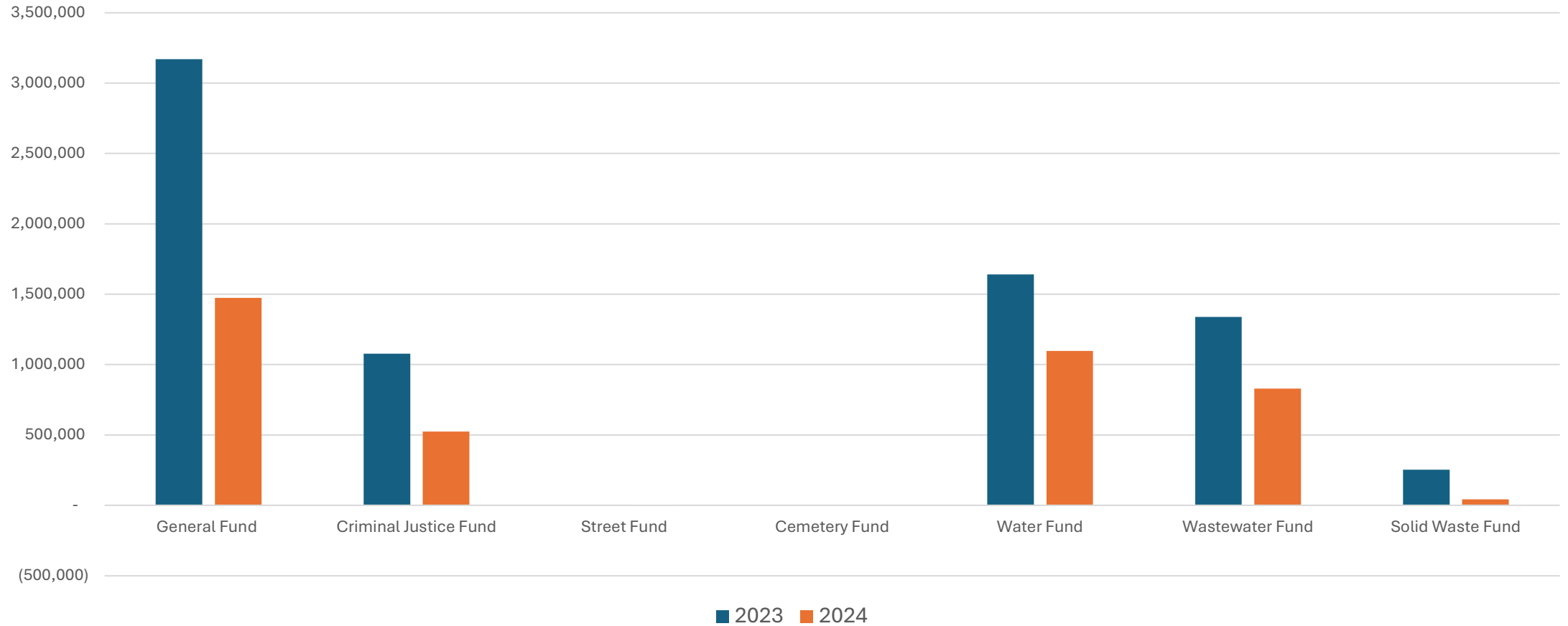
10-Year Actual lookback (With 2024 Budget) General Fund



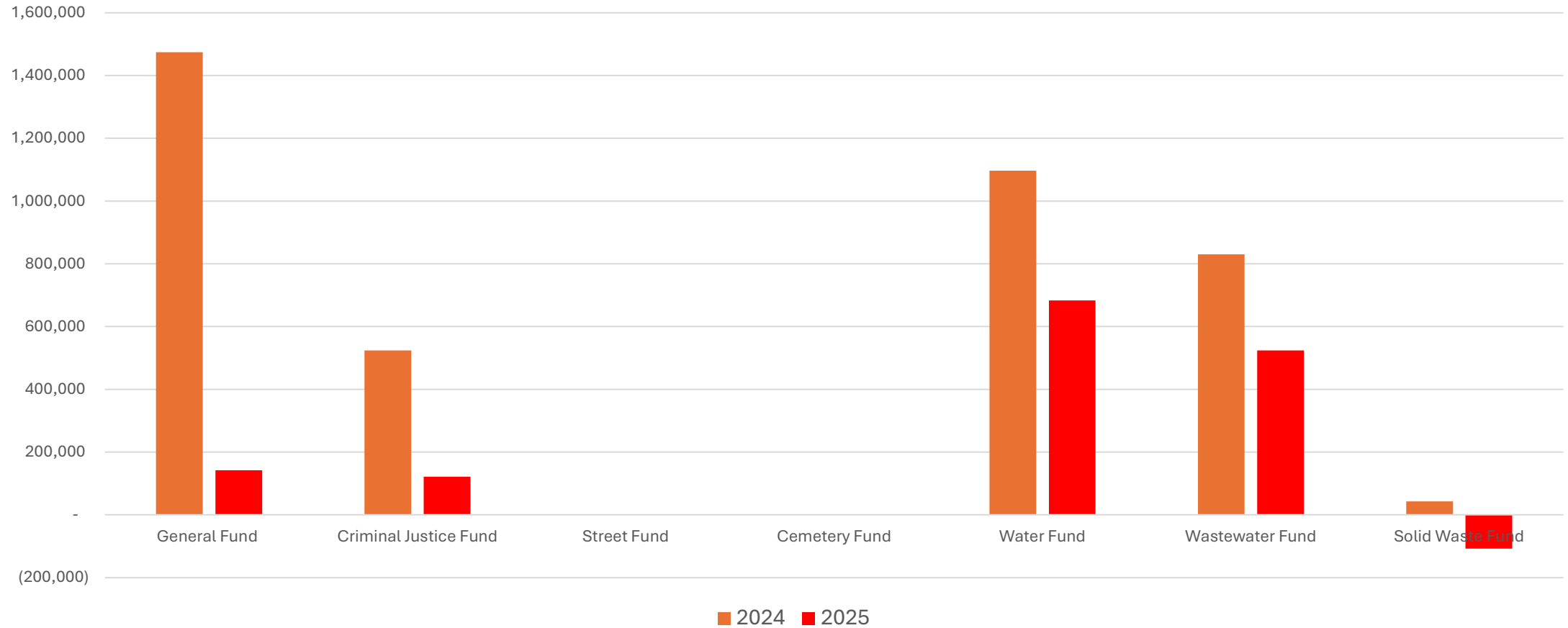
Difference between Budget vs. Actual over the last 9 years (General Fund)

- Budgeted surplus/(deficit):
 - \$(-5,744,963)
- Actual surplus/(deficit):
 - \$2,834,634

Current Fund Balance with 2024 Budget



Projected Fund Balance 12/31/2025 No Change to budget Minus Capital



Fund Balance Summary

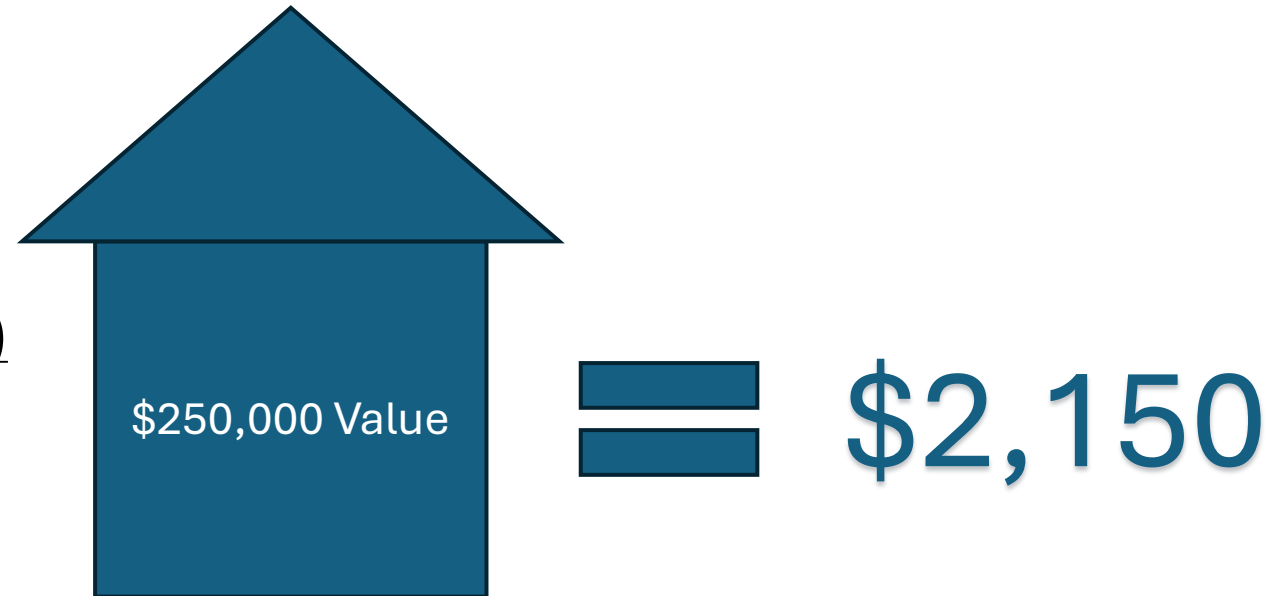
- At the current budget level, most major fund would be below recommended levels by the end of 2025
- The City has budgeted at a deficit since 2018
- The City's actual expenditures have been well below budget since 2018/2019, but that gap is closing (meaning the City has grown fund balance over time, but is trending to use up the balance at an unsustainable pace)

Toppenish Property Tax

Property Tax

• <u>City of Toppenish</u>	1.6
• County	.98
• County Flood Control	.06
• <u>County EMS</u>	.25 (~.22)
• Library	.29
• Toppenish School	3.2
• State School	2.2
• Total	8.6

A house valued at \$250,000 would pay \$2,150 in property tax (As a new construction)



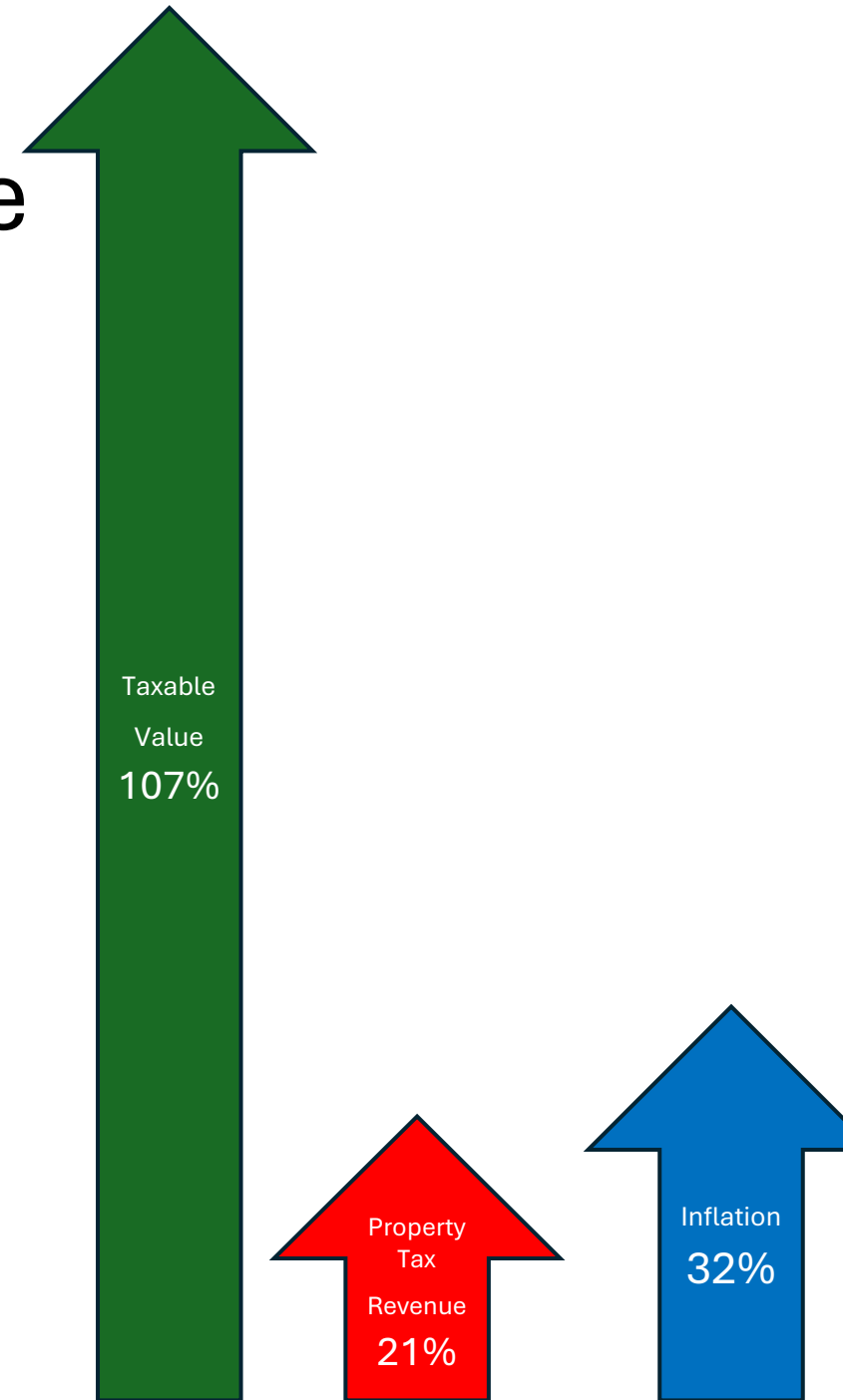
Rates are dollars per \$1,000 of assessed value
i.e. \$1000 of value = \$8.6 of property tax

Taxable Assessed Value

- 2015 – \$250,556,877
- 2016 – \$255,945,480
- 2017 – \$248,804,297
- 2018 – \$250,301,398
- 2019 – \$283,300,989
- 2020 – \$296,237,952
- 2021 – \$323,265,147
- 2022 – \$358,166,628
- 2023 – \$400,299,906
- 2024 – \$518,836,179

Property Tax Rate

- 2015 – 2.73
- 2016 – 2.72
- 2017 – 2.81
- 2018 – 2.81
- 2019 – 2.72
- 2020 – 2.71
- 2021 – 2.40
- 2022 – 2.23
- 2023 – 2.05
- 2024 – 1.59



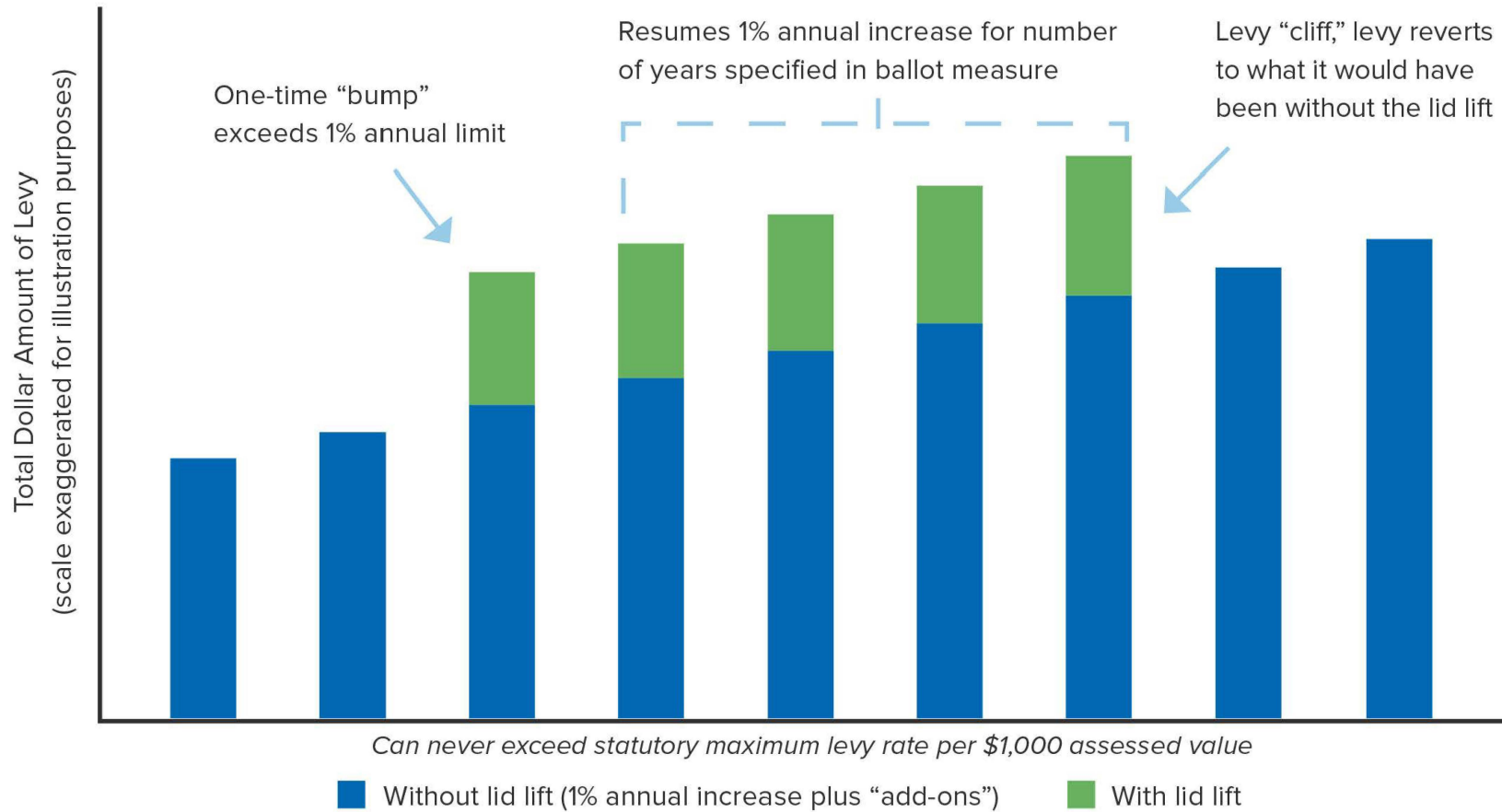
Initiative 747

- The passage of Initiative 747 in 2001 established a “101% levy limit” limiting the amount that any taxing jurisdiction can increase its regular property tax levy (the total amount of revenue collected) from current assessed valuation (excluding new construction) without voter approval.
- Assessed value only determines a home’s share of the levy. If all home values were to change by the same percentage, then each home’s share of the levy would stay the same and everyone’s taxes would increase by exactly 1%.

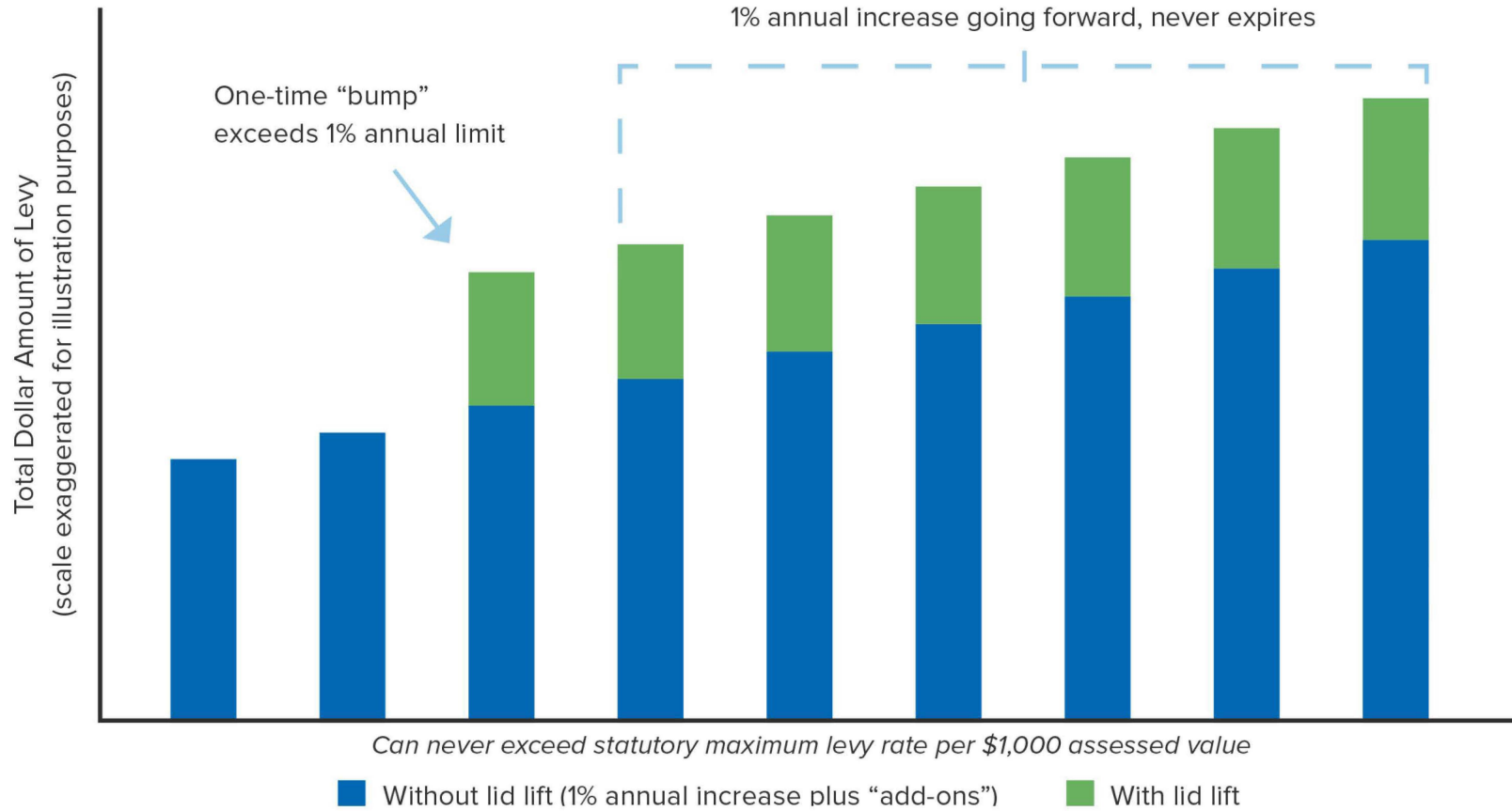
Levy Lid Lift Options

- Single-Year or Multi-year
- Permanent or Temporary
- Simple majority (50% +1) for passage

SINGLE-YEAR TEMPORARY LEVY LID LIFT



SINGLE-YEAR PERMANENT LEVY LID LIFT



Current Yakima County City Rates and Tax Per Person

City	Population	Regular Value	Rate	Property Tax	Property Tax per person
Granger	3,624	\$218,840,397	1.46	\$320,062	\$88.32
Mabton	1,959	\$110,262,917	1.76	\$194,084	\$99.07
Toppenish	8,650	\$578,156,242	1.59	\$917,340	\$106.05
Wapato	4,607	\$332,788,807	1.73	\$576,304	\$125.09
Moxee	4,326	\$729,365,119	0.861	\$628,054	\$145.18
Grandview	11,149	\$1,091,449,532	1.73	\$1,887,172	\$169.27
Zillah	3,179	\$435,959,777	1.3	\$590,339	\$185.70
Sunnyside	16,264	\$1,485,569,490	2.06	\$3,054,062	\$187.78
Tieton	1,389	\$189,322,440	1.47	\$277,411	\$199.72
Yakima	96,750	\$11,665,072,030	1.8	\$21,641,884	\$223.69
Selah	8,571	\$1,240,950,161	1.93	\$2,392,215	\$279.11
Union Gap	6,439	\$1,247,940,037	1.8	\$2,248,076	\$349.13

Changing Toppenish's Rate to 2.0



City	Population	Regular Value	Rate	Property Tax	Property Tax per person
Granger	3,624	\$218,840,397	1.46	\$320,062	\$88.32
Mabton	1,959	\$110,262,917	1.76	\$194,084	\$99.07
Wapato	4,607	\$332,788,807	1.73	\$576,304	\$125.09
Toppenish	8,650	\$578,156,242	2.00	\$1,156,312	\$133.68
Moxee	4,326	\$729,365,119	0.861	\$628,054	\$145.18
Grandview	11,149	\$1,091,449,532	1.73	\$1,887,172	\$169.27
Zillah	3,179	\$435,959,777	1.3	\$590,339	\$185.70
Sunnyside	16,264	\$1,485,569,490	2.06	\$3,054,062	\$187.78
Tieton	1,389	\$189,322,440	1.47	\$277,411	\$199.72
Yakima	96,750	\$11,665,072,030	1.8	\$21,641,884	\$223.69
Selah	8,571	\$1,240,950,161	1.93	\$2,392,215	\$279.11
Union Gap	6,439	\$1,247,940,037	1.8	\$2,248,076	\$349.13

Changing Toppenish's Rate to 2.5



City	Population	Regular Value	Rate	Property Tax	Property Tax per person
Granger	3,624	\$218,840,397	1.46	\$320,062	\$88.32
Mabton	1,959	\$110,262,917	1.76	\$194,084	\$99.07
Wapato	4,607	\$332,788,807	1.73	\$576,304	\$125.09
Moxee	4,326	\$729,365,119	0.861	\$628,054	\$145.18
Toppenish	8,650	\$578,156,242	2.50	\$1,445,391	\$167.10
Grandview	11,149	\$1,091,449,532	1.73	\$1,887,172	\$169.27
Zillah	3,179	\$435,959,777	1.3	\$590,339	\$185.70
Sunnyside	16,264	\$1,485,569,490	2.06	\$3,054,062	\$187.78
Tieton	1,389	\$189,322,440	1.47	\$277,411	\$199.72
Yakima	96,750	\$11,665,072,030	1.8	\$21,641,884	\$223.69
Selah	8,571	\$1,240,950,161	1.93	\$2,392,215	\$279.11
Union Gap	6,439	\$1,247,940,037	1.8	\$2,248,076	\$349.13

Understanding the Costs

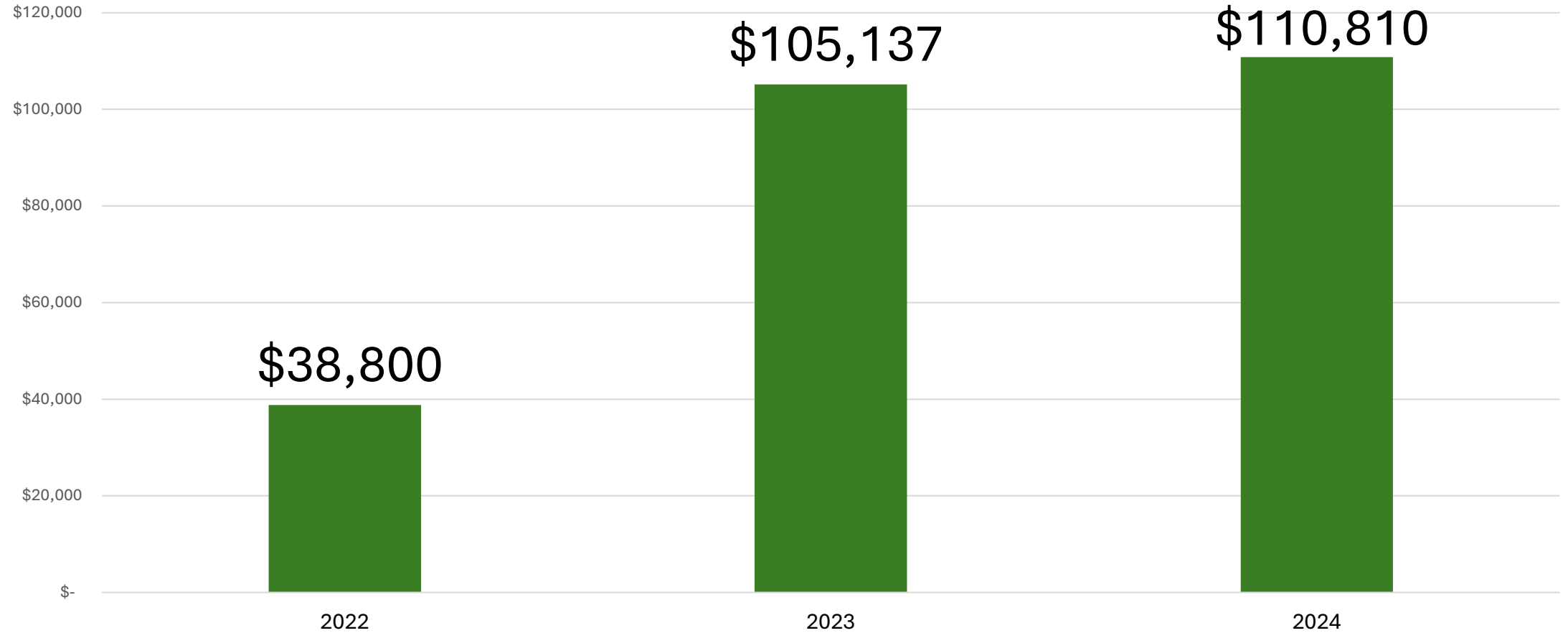
- Every \$.10 of Property Tax = About \$60,000 of Revenue
- For a house valued at \$250,000
 - Every \$.10 = \$25 of additional property tax each year
- For a house valued at \$350,000
 - Every \$.10 = \$35 of additional property tax each year

Transportation Benefit District Sales Tax

Funding

- Transportation benefit districts are primarily funded through sales taxes and/or vehicle license fees.
- Sales tax up to .3% (Approximately \$330,000 a year of new revenue) approved by voters
- The City Council can approve .1% of this sales tax by majority vote

General Fund Street Subsidy



Projected 2025 General Fund Subsidy

(5% growth assumption)

- Because of the \$40 newly approved Tab fee –
~\$19,267

What Services are currently funded?

- Crack Sealing (\$25,000)
- Snow & Ice Control
- Electricity for Streetlights
- Traffic Control Device maintenance and Signage
- Line Striping and crosswalk maintenance
- Asphalt repairs
- Sidewalk and ADA Maintenance and repair
- Limited Sweeping (Budget constraints and old/broken equipment)
- Vehicle Replacement (\$10,000 a year)

What services could be funded?

Every .1% of Sales tax ~ \$110,000

- Chip Seal and Painting (\$150,000 a year)
- Alley Preservation (\$150,000 a year)
- Street Sweeper Replacement (\$25,000 a year)
- Vactor Truck Replacement (\$25,000 a year)
- Heavy Equipment Replacement (\$10,000 a year)
- Additional funding for Striping and Crack Sealing

Location County/City	Loc. Code	Local Rate	Sales/Use Tax	
			State Rate	Combined Sales Tax (1)
WHITMAN (cont.)				
Rosalia	3813	.014	.065	.079
St. John	3814	.014	.065	.079
Tekoa	3815	.014	.065	.079
Uniontown	3816	.014	.065	.079
YAKIMA				
Unincorp. Areas	3900	.015	.065	.080
Grandview	3901	.015	.065	.080
Granger	3902	.015	.065	.080
Harrah	3903	.015	.065	.080
Mabton	3904	.015	.065	.080
Moxee City	3905	.015	.065	.080
Naches	3906	.015	.065	.080
Selah	3907	.018	.065	.083
Sunnyside	3908	.017	.065	.082
Tieton	3909	.015	.065	.080
Toppenish	3910	.015	.065	.080
Union Gap	3911	.017	.065	.082
Wapato	3912	.015	.065	.080
Yakima (City)	3913	.018	.065	.083
Zillah	3914	.015	.065	.080

Yakima County Sales Tax Rates



Of the highlighted red, only Yakima also charges a Tab fee

Understanding the Costs

- Every .1% of Sales Tax = About \$110,000 of Revenue

- For \$150 the amount of Sales Tax paid:
 - Current 8.0% rate \$12.00
 - Council Approved .1% (8.1%) \$12.15 (1.25% difference)
 - Voter Approved .3% (8.3%) \$12.45 (3.75% difference)