

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MARCH 9, 2021**



Governor Proclamation 20-28.15 continues the prohibition on "in-person" meetings through termination of the State of Emergency or until rescinded whichever occurs first. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
4. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the February 23, 2021 Committee-of-the-Whole meeting 1-4
 - B. Minutes of the February 23, 2021 Council meeting 5-7
 - C. Payroll Check Nos. 12054-12080 in the amount of \$27,390.04
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 60505-60511 in the amount of \$95,716.61
 - E. Payroll Direct Deposit 2/16/21-2/28/21 in the amount of \$116,589.54
 - F. Claim Check Nos. 121584-121671 in the amount of \$665,283.41
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2021-08 authorizing the Mayor to sign Change Order No. 1 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement 8-10
 - B. Resolution No. 2021-09 authorizing the Mayor to sign an Agreement between the City of Grandview and Natural Selection Farms, Inc., for the beneficial use of biosolids 11-20
 - C. Resolution No. 2021-10 accepting a request from John and Diana Buettner for Annexation of Parcel No. 230915-23001, Puterbaugh Road, Grandview, Yakima County, Washington to the City of Grandview 21-22
 - D. Resolution No. 2021-11 renaming the Country Park Amphitheater to the Norm Childress Amphitheater 23
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, March 9, 2021 at 6:00 pm and 7:00 pm will only be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting:

<https://zoom.us/j/96147429560?pwd=Vit5QUc3NFdRTGFGRS3M3ZGdJTxFJUT09>

Meeting ID: 961 4742 9560

Passcode: 659871

To join by phone: +1 253 215 8782

Meeting ID: 961 4742 9560

Passcode: 659871

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
FEBRUARY 23, 2021**

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

Governor Proclamation 20-28.15 continued the prohibition on "in-person" meetings through termination of the State of Emergency or until rescinded whichever occurs first. This meeting was available via teleconference.

2. ROLL CALL

Present: Mayor Mendoza and Councilmembers David Diaz, Mike Everett, Diana Jennings, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Resolution authorizing the Mayor to sign Change Order No. 1 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement

City Administrator Arteaga explained that the City contracted with C & R Tractor and Landscaping, Inc., as the contractor for the Sanitary Sewer Replacement. The contractor encountered isolated areas of solid rock while excavating near the Segal hop vineyard along Euclid Road. The rock could not be removed by conventional digging methods and special equipment (a rock hammer) was brought in to remove the rock. The contractor was now out of the hop field and additional rock excavation was not expected, as the majority of the new sewer main follows the existing sewer main alignment. Ecology was notified and approved the need for this Change Order. The impact to the schedule to-date was five working days. Additional working days would be added to the contract as necessary should rock excavation cause further delay.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign Change Order No. 1 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement to the March 9, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes

- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution authorizing the Mayor to sign an Agreement between the City of Grandview and Natural Selection Farms, Inc., for the beneficial use of biosolids

City Administrator Arteaga explained that the City's Wastewater Treatment Plant (WWTP) produces approximately 1,200-1,500 tons of bio-solids each year. The Department of Ecology recommended that bio-solids be utilized for beneficial use. One beneficial use was as a fertilizer for farming practices. Finding enough farm land to accommodate the amount the WWTP produces was very challenging and using Natural Selection Farms, Inc., was the best resource for managing bio-solids. The City contracted with Natural Selection Farms for the beneficial use of biosolids since March 2012 and the current agreement expired December 31, 2020. He presented a new agreement with Natural Selection Farms. The pricing structure was changed to account for the different services provided including hauling, loading, lowboy and land application.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Ozuna, the C.O.W. moved a resolution authorizing the Mayor to sign an Agreement between the City of Grandview and Natural Selection Farms, Inc., for the beneficial use of biosolids to the March 9, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Letter of Intent and Petition for Annexation & Rezone – John & Diana Buettner Parcel No. 230915-23001 Puterbaugh Road, Grandview, WA

City Clerk Palacios explained that the City received a Letter of Intent and Petition for Annexation and Rezone signed by John and Diana Buettner to annex Parcel No. 230915-23001 located on Puterbaugh Road, Grandview, Washington, to the City of Grandview. Parcel No. 230915-32001 was currently zoned agriculture. The petitioners elected to request annexation under the 60% petition method of annexation. The 60% petition method required signatures by owners of not less than 60% of the assessed value of the total property proposed for annexation. The petition contained sufficient signatures of the assessed value. The petitioners requested the parcel be annexed with an M-1 Light Industrial zoning designation as identified on the City's Future Land Use map. The parcel was included in the City's designated Urban Growth Area. State law

required the City Council to determine: (1) if the City would accept, modify or reject the proposed annexation, (2) whether the City would require the simultaneous adoption of a proposed zoning regulation for the subject property, and (3) whether the City would require the assumption of all or any portion of existing City indebtedness by the area to be annexed. Upon acceptance of the Letter of Intent, the Petition would be presented to the Hearing Examiner to conduct a public hearing.

Discussion took place.

On motion by Councilmember Jennings, second by Councilmember Souders, the C.O.W. moved the acceptance of the proposed annexation submitted by John and Diana Buettner for Parcel No. 230915-23001 Puterbaugh Road, Grandview, Washington; required the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Designations – M-1 Light Industrial; and required the assumption of all existing City indebtedness by the properties proposed to be annexed the same as all other property within the City in accordance with past practice to the March 9, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Resolution renaming the Country Park Amphitheater to the Norm Childress Amphitheater – Councilmember Souders

At the January 26, 2021 C.O.W. meeting, Councilmember Souders recommended naming the Country Park Amphitheater after Mayor Norm Childress.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a resolution renaming the Country Park Amphitheater to the Norm Childress Amphitheater to the March 9, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

E. **Washington State Liquor and Cannabis Board – Cannabis Retail Bans/
Moratoriums**

City Attorney Plant explained that the Washington State Liquor and Cannabis Board (WSLCB) was reaching out to local authorities with cannabis retail bans or moratoriums in their jurisdiction that in addition have unissued licenses that would be issued through the social equity program. According to their letter dated February 5, 2021, the legislature recently passed the Cannabis Social Equity (HB 2870). This bill permits the WSLCB to issue retail licenses to social equity applicants for retail cannabis stores subject to forfeiture, revocation, or cancellation by the WSLCB, or retail licenses that were not previously issued. Currently there were 35 open retail allotments in Washington State designated for the social equity program. The WSLCB would like to work with local authorities in re-opening areas where cannabis has been banned or restricted. The WSLCB hoped to collaborate with local jurisdictions to make the Social Equity Program be as successful as possible.

Discussion took place.

Following discussion, Council consensus was to continue the City's cannabis retail moratorium.

5. **OTHER BUSINESS** – None

6. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. meeting adjourned at 6:45 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 23, 2021**

1. CALL TO ORDER

Mayor Gloria Mendoza called the regular meeting to order at 7:05 p.m. in the Council Chambers at City Hall.

Governor Proclamation 20-28.15 continued the prohibition on "in-person" meetings through termination of the State of Emergency or until rescinded whichever occurs first. This meeting was available via teleconference.

Present: Mayor Mendoza and Councilmembers David Diaz, Mike Everett, Diana Jennings, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. PRESENTATIONS

A. 2021 Proclamation – Grandview High School Career and Technical Education Day

Mayor Mendoza proclaimed March 6, 2021 as Career and Technical Education Day in the City of Grandview and urged all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

On motion by Councilmember Diaz, second by Councilmember Moore, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the February 9, 2021 Committee-of-the-Whole meeting**
- B. Minutes of the February 9, 2021 Council meeting**
- C. Minutes of the February 16, 2021 Special Council meeting**
- D. Payroll Check Nos. 12039-12053 in the amount of \$97,765.71**
- E. Payroll Electronic Fund Transfers (EFT) Nos. 60497-60501 in the amount of \$88,554.03**
- F. Payroll Direct Deposit 2/1/21-2/15/21 in the amount of \$109,716.08**
- G. Claim Check Nos. 121495-121583 in the amount of \$257,051.14**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

6. ACTIVE AGENDA

A. Resolution No. 2021-07 approving Task Order No. 2021-04 with HLA Engineering and Land Surveying, Inc., for the Water Quality Evaluation and Well Siting Study

This item was previously discussed at the February 9, 2021 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2021-07 approving Task Order No. 2021-04 with HLA Engineering and Land Surveying, Inc., for the Water Quality Evaluation and Well Siting Study.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Ordinance No. 2021-02 amending the 2021 Annual Budget

This item was previously discussed at the February 9, 2021 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Moore, Council approved Ordinance No. 2021-02 amending the 2021 Annual Budget.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. **UNFINISHED AND NEW BUSINESS** – None

8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**

Department Head Meetings – City Administrator Arteaga reported that he reinitiated Department Head meetings today and the Department Heads recapped the past year due to COVID-19 and upcoming year projects.

9. **MAYOR & COUNCILMEMBER REPORTS**

Homeless Safe Housing – Councilmember Souders reported that she met with the Camp Hope Director and Police Chief Kal Fuller regarding homeless safe housing in the Lower Valley.

Snow Removal Compliment – Councilmember Moore reported that he received positive compliments from citizens regarding the wonderful job the Public Works Department did during the recent snow storm.

Economic Development – Councilmember Ozuna suggested that “Economic Development” be included as a topic on the agenda each meeting for discussion.

10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Diaz, the Council meeting adjourned at 7:30 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2021-08

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1 WITH
C & R TRACTOR AND LANDSCAPING, INC., FOR THE SANITARY SEWER
TRUNK MAIN REPLACEMENT**

WHEREAS, the City of Grandview has contracted with C & R Tractor and Landscaping, Inc., as the contractor for the Sanitary Sewer Trunk Main Replacement; and,

WHEREAS, Change Order No. 1 authorizes the rock excavation near the Segal hop vineyard along Euclid Road,

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

The Mayor is hereby authorized to sign Change Order No. 1 with C & R Tractor and Landscaping, Inc., in the amount of \$54,000.00 in form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 9, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY


CHANGE ORDER NO. 1

OWNER: City of Grandview
 PROJECT NAME: SANITARY SEWER TRUNK MAIN REPLACEMENT
 DOE PROJECT NO.: WQC-2019-GRANDVIEW-00092
 CDBG PROJECT NO.: 18-62210-024
 HLA PROJECT NO.: 17165C
 CONTRACTOR: C & R Tractor and Landscaping, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including State Sales Tax):	\$3,327,292.87
Current Contract Price Adjusted by Previous Change Order(s) (Including State Sales Tax):	\$3,327,292.87
Change in Contract Price Due to This Change Order (Including State Sales):	\$54,000.00
Adjusted Contract Price Due to This Change Order (Including State Sales Tax):	\$3,381,292.87

Original Contract Completion Date:	May 10, 2021
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order:	May 11, 2021
Change in Contract Completion Date Due to This Change Order:	Five (5) Additional Working Days
Revised Contract Completion Date:	May 18, 2021

CONTRACTOR:  Date: 2-17-2021

ENGINEER:  Date: 2.18.21

OWNER: City of Grandview Date: _____

February 17, 2021

City of Grandview
SANITARY SEWER TRUNK MAIN REPLACEMENT
DOE Project No.: WQC-2019-GRANDVIEW-00092
CDBG Project No.: 18-62210-024
HLA Project No.: 17165C

CHANGE ORDER NO. 1

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1-1	Rock Excavation	FA	EST.	\$50,000.00	\$50,000.00
CHANGE ORDER NO. 1 SUBTOTAL					\$50,000.00
8.0% STATE SALES TAX					\$4,000.00
CHANGE ORDER NO. 1 TOTAL					\$54,000.00

REASON:

The contractor has encountered isolated areas of solid rock while excavating near the Segal Hop Ranch along Euclid Road. The rock could not be removed by conventional digging methods and special equipment (a rock hammer) had to be brought in to remove the rock. The contractor is now out of the hop field and additional rock excavation is not expected, as the majority of the new sewer main follows the existing sewer main alignment. Ecology has been notified and they have approved the need for this Change Order. The impact to the schedule to-date is five working days. Additional working days will be added to the contract as necessary should rock excavation cause further delay.

RESOLUTION NO. 2021-09

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE
CITY OF GRANDVIEW AND NATURAL SELECTION FARMS, INC.,
FOR THE BENEFICIAL USE OF BIOSOLIDS**

WHEREAS, the City of Grandview produces sewage sludge in the form of biosolids as a by-product of its sanitary sewage treatment process at the Grandview Wastewater Treatment Plant and desires to recycle biosolids from the plant for beneficial use; and

WHEREAS, Natural Selection Farms, Inc., has the ability to perform land application of biosolids in an approved manner at appropriate sites; and

WHEREAS, the City and Natural Selection Farms now wish for Natural Selection Farms to perform the land application of biosolids tendered by the City to Natural Selection Farms in accordance with the terms more fully set forth in the attached Agreement,

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

The Mayor is hereby authorized to sign an Agreement between the City of Grandview and Natural Selection Farms, Inc., for the beneficial use of biosolids in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 9, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**AN AGREEMENT BETWEEN
CITY OF GRANDVIEW, WASHINGTON, AND
NATURAL SELECTION FARMS, INC.,
FOR THE BENEFICIAL USE OF BIOSOLIDS**

This Contract is made and entered into as of the day of ,
2021 ~~2020~~, (the "Effective Date") by and between the City of Grandview, Washington, a
Washington municipal corporation, (the "Generator") and Natural Selection Farms, Inc.,
("NSF") a Washington corporation.

Whereas, the Generator produces sewage sludge in the form of Class B solid biosolids (hereinafter referred to as "biosolids") as a by-product of its sanitary sewage treatment process at the Grandview Wastewater Treatment Plant, and desires to recycle biosolids from the plant for beneficial use; and

Whereas, NSF has the ability to perform land application of biosolids in an approved manner at appropriate sites; and

Whereas, NSF and Generator now wish for NSF to perform the land application of biosolids tendered by Generator to NSF in accordance with the terms more fully set forth herein;

Now, therefore, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

1. **Purpose.** Generator and NSF enter into this Contract to establish terms and conditions for NSF to receive Generator's biosolids and perform the land application of biosolids produced by Generator and tendered to NSF.
2. **Generator's Obligations.** Generator shall be obligated to perform the following with respect to biosolids produced at the Generator's facilities in Grandview, Washington, in such quantities as the parties may mutually agree upon:
 - a. coordinate with NSF to facilitate loading of biosolids by NSF onto NSF trucks/trailers or trailers arranged for by NSF at a time mutually agreeable to Generator and NSF;
 - b. ensure that the tendered biosolids meet federal, state and local standards governing land application of biosolids as the same currently exist and as they may be modified or altered from time to time, and as set forth herein at Section 3;
 - c. test the tendered biosolids in accordance with best available testing procedures and applicable federal, state, and local laws and regulations and provide NSF all information required by law or that otherwise is necessary for NSF to use and manage application of the biosolids in a safe,

consistent, and reliable manner, including providing to NSF test results confirming acceptable compliance with all applicable trace metal and pathogen standards as well as confirming percent solids by weight and nitrogen content as expressed by total Kjeldahl nitrogen (TKN);

- d. pay NSF service fees as provided in Section 6 below;
 - e. pay all costs, whether in the form of fees, levies, or other charges, charged by any local agency related to the importation, management, disposal, or use of biosolids tendered to NSF under this Contract. In the event that any such cost or fee is charged to NSF, Generator agrees to timely pay the same prior to delinquency promptly upon presentation of any invoice therefor submitted to Generator by NSF; and
 - f. pay such amounts as may be reasonably incurred by NSF in order for NSF to efficiently accept Generator's biosolids, provided that the parties presently contemplate that this charge will be mutually agreed upon in advance. The failure to so agree will relieve NSF of any further obligation to accept biosolids pursuant to this Contract but will not otherwise alter the remaining rights and obligations of the parties hereunder.
3. **Generator's Covenants and Warranties.** The Generator warrants that all biosolids tendered to NSF shall comply with all specified testing standards and results stated herein and all requirements under federal, state and local laws and regulations applicable to the land application of biosolids, as the same currently exist and as they may be modified or altered from time to time.
4. **NSF's Obligations.** Subject to Section 7 below, NSF shall:
- a. load and receive biosolids loaded by Generator at the Generator's wastewater treatment facility in Grandview, Washington, for application and use thereof on agricultural lands in Eastern Washington as a nutrient based soil amendment, compost ingredient or other permitted beneficial use;
 - b. provide all of the facilities, equipment, and personnel necessary for such work, and perform the application of Generator's biosolids in compliance with all applicable local, state, and federal regulations; and
 - c. obtain and maintain all required permits and approvals for its operations and activities under this Contract in accordance with law.
5. **NSF's Covenants and Warranties.** NSF warrants and represents that it has the business, professional, and technical expertise to use and manage the application of biosolids and shall at all times do so in a prudent and workmanlike manner. Furthermore, NSF warrants and represents that it has the equipment (subject to

the terms of paragraph 2(f) above), plant and employee resources required to perform this contract. Such equipment shall at all times relevant to the performance of services hereunder be maintained in a good and safe condition fit for use as required.

6. **Billing and Payment.**

- a. **Billing.** NSF shall provide to the Generator, by the thirtieth (30th) day after acceptance of the Generator’s biosolids, a statement in a format that is mutually agreeable to NSF and the Generator, detailing the number of wet tons of biosolids accepted by NSF. The method of determining tonnage shall be by certified truck scale and shall be at the Generator’s expense.
- b. **Service Fees.** The Generator shall pay NSF’s service fees as provided herein. Generator shall pay NSF the sum of \$594.86 per load to load and receive the Generator’s biosolids from the Generator’s wastewater treatment plant for use at a beneficial use land application facility selected by NSF, in NSF’s sole discretion. In addition, a fee of \$25.00 per ton will be charged for land application. These fees are made up of the following components:

	<u>Fuel related component</u>	<u>Non-fuel related component</u>	<u>Subtotal fee</u>
Land application fee	\$4.25	\$20.75	\$25.00
Hauling fee	\$101.13	\$493.73	\$594.86

These minimum service fees will be adjusted from time to time as set forth herein.

- c. **Loading.** A lowboy fee of \$182.27 will be charged per hauling event, in addition to a loading fee of \$5.00 per ton. NSF will charge a standby fee of \$100.00 per hour (calculated in 15 minute increments), for trucks that are delayed in loading in excess of two (2) hours if said delay is due to the actions or failure to act of Generator. These fees will be charged, as applicable, in addition to the service fee described in paragraph 6(b), above, and will also be subject to adjustment from time to time as set forth herein.
- d. **Price Adjustment for Change in Law.** NSF may, after notice to Generator, increase the minimum service fee by one hundred percent (100%) of NSF’s reasonable actual increased costs of performing its obligations under this Contract due to a change in law. For purposes of this section, a “change in law” includes new laws, regulations, ordinances of general application and modifications of them; new decisions of tribunals, either judicial or administrative, and any

modifications of them; or the imposition of any material conditions on the renewal of any permit, license or approval which makes the transportation, storage, land application or other management of biosolids more burdensome financially than under the requirements in effect at the Effective Date; a "change in law" shall include, without limitation, a determination that performance by NSF of the terms of this Contract requires that NSF pay prevailing wage rates, as may be required by law; it being a basis of the price terms in this Contract that NSF is and shall not be required to pay prevailing wage rates. Whether or not a change in law material to this Contract has occurred shall be determined by NSF, in NSF's sole discretion. Such increase in service fees may occur only for reasonable costs that are actually incurred, and shall not be allowed for any cost increases that are in any way attributable to activities caused by NSF or its subcontractors, employees, or agents, or are otherwise within NSF's control. In the event Generator does not approve an increase for a change in law as provided for herein, then NSF, at its option, may terminate this Contract upon written notice and with no further obligation to Generator.

- e. Other Changed Conditions. In the event of any material change in the nature of the biosolids subject to this Contract, including but not limited to any deviation from the test parameters set forth above, or in the event of any other change in circumstances that causes an increase in NSF's cost or the time and equipment required for performance of any part of the work under this Contract, an equitable adjustment in the service fee, the delivery schedule, or both shall be made and, if the same shall be acceptable to Generator and NSF, the Contract shall be modified in writing accordingly. If no such change may be agreed upon by the parties, then NSF shall be entitled, at its option, to terminate this Contract upon written notice and with no further obligation to Generator.

- 7. Conditions Precedent. The obligations of NSF hereunder are strictly contingent upon NSF obtaining all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority.
- 8. Term and Extension; Adjustment of Fees. The term of this Contract shall commence on the Effective Date and expire on midnight, December 31, 2024; provided, however, that this term shall be automatically extended for three additional one-year terms, expiring on midnight, December 31, 2027, unless notice of non-renewal is provided by either party to the other party by not later than November 1 of each then-current term.

The non-fuel-related service fee set forth above shall be adjusted annually on the yearly anniversary date of this Contract, beginning one year after the date of

execution. Said adjustment shall be 1% plus an additional factor dictated by, and directly proportional to, the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for all U.S. cities over the same period of time.

The fuel-related service fee set forth above shall be adjusted semi-annually, beginning six months after the date of execution and continuing every six months thereafter. Said adjustment shall be dictated by, and directly proportional to, the percentage change in the data found in the Bureau of Labor Statistics Producer Price Index-Commodities Data for #2 diesel fuel (Series ID: WPU057303), or its successor index, as found at www.bls.gov.

9. Insurance; Waiver of Subrogation. At all times during the term of this Contract, NSF shall maintain an insurance policy that insures all aspects of NSF's operation hereunder, regardless of what insurance the Generator may maintain, and which shall provide limits of liability of not less than \$2,000,000 comprehensive bodily injury and property damage.

The parties hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage otherwise available.

10. Termination; Default.

- a. NSF may terminate this Contract if:
- i. the Generator fails to make any payment required hereunder within fifteen (15) days after receiving notice of nonpayment from NSF;
 - ii. the Generator breaches any material representation or warranty set forth herein;
 - iii. the Generator defaults in the performance of any other obligation of the Generator under this Contract and fails to cure such default within thirty (30) days after receiving written notice thereof from NSF;
 - iv. any applicable law or governmental regulations or other circumstances outside NSF's control cause the services required of NSF to be economically unfeasible for NSF, or NSF is otherwise prohibited from providing the services required of it by the Contract; or
 - v. as provided in Section 6(d) and 6(e) above.
- b. Generator may terminate this Contract if:

- i. NSF breaches any material representation or warranty set forth herein;
 - ii. NSF defaults in the performance of any other material obligation of the Generator under this Contract and fails to cure such default within thirty (30) days after receiving written notice thereof from the Generator;
 - iii. NSF fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to the transportation or use of biosolids and fails to cure such non-compliance within thirty (30) days after receiving written notice from the appropriate agency or court; or
 - iv. as provided in Section 6(d) and 6(e) above.
11. Non-conforming Biosolids. NSF shall be entitled to inspect and analyze each load of biosolids tendered by the Generator. NSF's right to verify Generator's biosolids testing under this section is entirely discretionary and imposes no duty on NSF. Generator bears sole responsibility under this Contract for tendering only biosolids that conform to the warranty standards set forth in Section 3 above. If NSF tests Generator's biosolids and the biosolids are found to be non-conforming, Generator shall pay NSF's commercially reasonable costs incurred in the testing. If NSF determines that the biosolids do not conform to the warranty standards set forth in Section 3 above, it may reject the biosolids by notifying the Generator in writing, with documented test results. Timely removal (if necessary) and disposal of biosolids rejected according to these warranty standards shall be at the Generator's sole cost and responsibility; provided that if NSF rejects biosolids as non-conforming, NSF reserves the right to transport the biosolids to a disposal site or to return the biosolids to Generator's site, and to collect from Generator any commercially reasonable expenses or damages incurred thereby, including but not limited to transport, storage or disposal costs.
12. Indemnification.
 - a. NSF agrees to defend, indemnify and hold Generator harmless from and against: (I) any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, ("Losses") caused by or resulting from NSF's breach of this Contract; and (II) any and all Losses caused by or resulting from NSF's intentional or negligent act or omission in the performance of its duties as described in this Contract.
 - b. Generator agrees to defend, indemnify and hold NSF harmless from and against: (I) any and all Losses caused by or resulting from Generator's breach of this Contract (specifically including any breach of Generator's obligation to tender only biosolids that conform to the warranty standards set forth above); and (II) any and all Losses caused by or resulting from

Generator's intentional or negligent act or omission in the performance of its duties as described in this Contract.

Notwithstanding any other provision herein, the obligations created by this section shall survive any termination of this Contract.

13. Safety Standards and Instruction. NSF shall provide adequate training of its personnel involved in management of biosolids. NSF shall inform its personnel that sewage treatment plants process sanitary and industrial waste, that any workers involved in biosolids management may be exposed to pathogens, and that such workers should follow proper hygiene and workplace safety practices.
14. Compliance with Laws. The Generator and NSF shall each fully comply with all applicable laws, ordinances, decisions, orders, rules or regulations of any government or governmental agency pertaining to its handling, storage, transportation, treatment, use or management of the biosolids.
15. Disputes, Governing Law, Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. If litigation arises concerning the interpretation of any of the terms of this Contract, venue for such litigation shall be in the Superior Court of the State of Washington in Yakima County. The prevailing party in any legal action brought to enforce this Contract shall be entitled to reasonable attorney's fees incurred therein.
16. Savings. If any part of this Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding, unless such invalidity or unenforceability destroys the purpose and intent of this Contract.
17. Independent Contractor, No Partnership. Each party hereto is and shall perform this Contract as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee, partner or servant of the other party.
18. Force Majeure. Should either party be prevented wholly or in part from performing its respective obligations under this Contract by a cause reasonably outside of and beyond the control of the party affected thereby, including but not limited to war, government regulation, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the parties, then such party shall be excused hereunder during the time and to the extent that the performance of such obligations are so prevented, and such party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.
19. Non-Waiver. Either party's failure to strictly enforce its rights under any provision of this Contract shall not be construed to be a waiver of that provision.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

20. Assignment. This Contract shall not be assignable by either party without the written consent of the other, which shall not be unreasonably withheld.
21. Notices. All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to the Generator, addressed to:

City of Grandview
Wastewater Superintendent
207 W. 2nd St.
Grandview, WA 98930

If to NSF, addressed to:

Natural Selection Farms, Inc.
P.O. Box 419
Sunnyside, WA 98944

With a copy addressed to:

Kenneth W. Harper
Menke Jackson Beyer, LLP
807 N. 39th Ave.
Yakima, WA 98908

or to such other address as any party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the U.S. Mail.

22. Equal Employment Opportunity Requirements. NSF will not discriminate against any employee or applicant for employment because of creed, color, race, sex, age, national origin, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification.
23. No Third Party Beneficiary. This Contract is entered into solely for the benefit of the parties hereto. This Contract shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Contract.

24. **Parties and Successors.** Subject to the limitations on assignment provided in this Contract, this Contract shall inure to the benefit of, and be binding upon the parties, their successors and assigns.
25. **Counterparts/Electronic Execution.** This Contract may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Electronic transmission of any signed original document, and re-transmission of any signed electronic transmission, shall be the same as delivery of an original.
26. **Entire Contract Amendment.** This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

NATURAL SELECTION FARMS, INC.,
A Washington corporation

CITY OF GRANDVIEW,
a Washington municipal corporation

By: _____
Ted Durfey,
President

By: _____
Name: Gloria Mendoza
Title: Mayor

RESOLUTION NO. 2021-10

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING A REQUEST FROM JOHN AND DIANA BUETTNER FOR
ANNEXATION OF PARCEL NO. 230915-23001, PUTERBAUGH ROAD,
GRANDVIEW, YAKIMA COUNTY, WASHINGTON TO THE CITY OF GRANDVIEW**

WHEREAS, John and Diane Buettner, the owners of Parcel No. 230915-23001, Puterbaugh Road, Grandview, Yakima County, Washington, submitted a Letter of Intent to the City requesting annexation of said property to the City of Grandview; and

WHEREAS, on February 26, 2021, the City Council was presented with the Letter of Intent and Petition for Annexation and reviewed the proposed annexation,

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

Section 1. The City of Grandview hereby accepts the request for annexation subject to the following conditions:

- That the annexation be accepted as proposed on Exhibit "A" attached hereto.
- That the City requires the simultaneous adoption of the City's zoning regulations consistent with the Urban Growth Area Future Land Use Designation: M-1 Light Industrial for the proposed annexation.
- That the City requires the assumption of an appropriate share of all existing City indebtedness by the area to be annexed.

Section 2. Staff is hereby directed to present the Petition for Annexation to the Hearing Examiner who shall receive and examine available information, conduct a public hearing, prepare a record thereof and enter findings of fact and conclusions based upon those facts, together with a recommendation to the City Council.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 9, 2021.

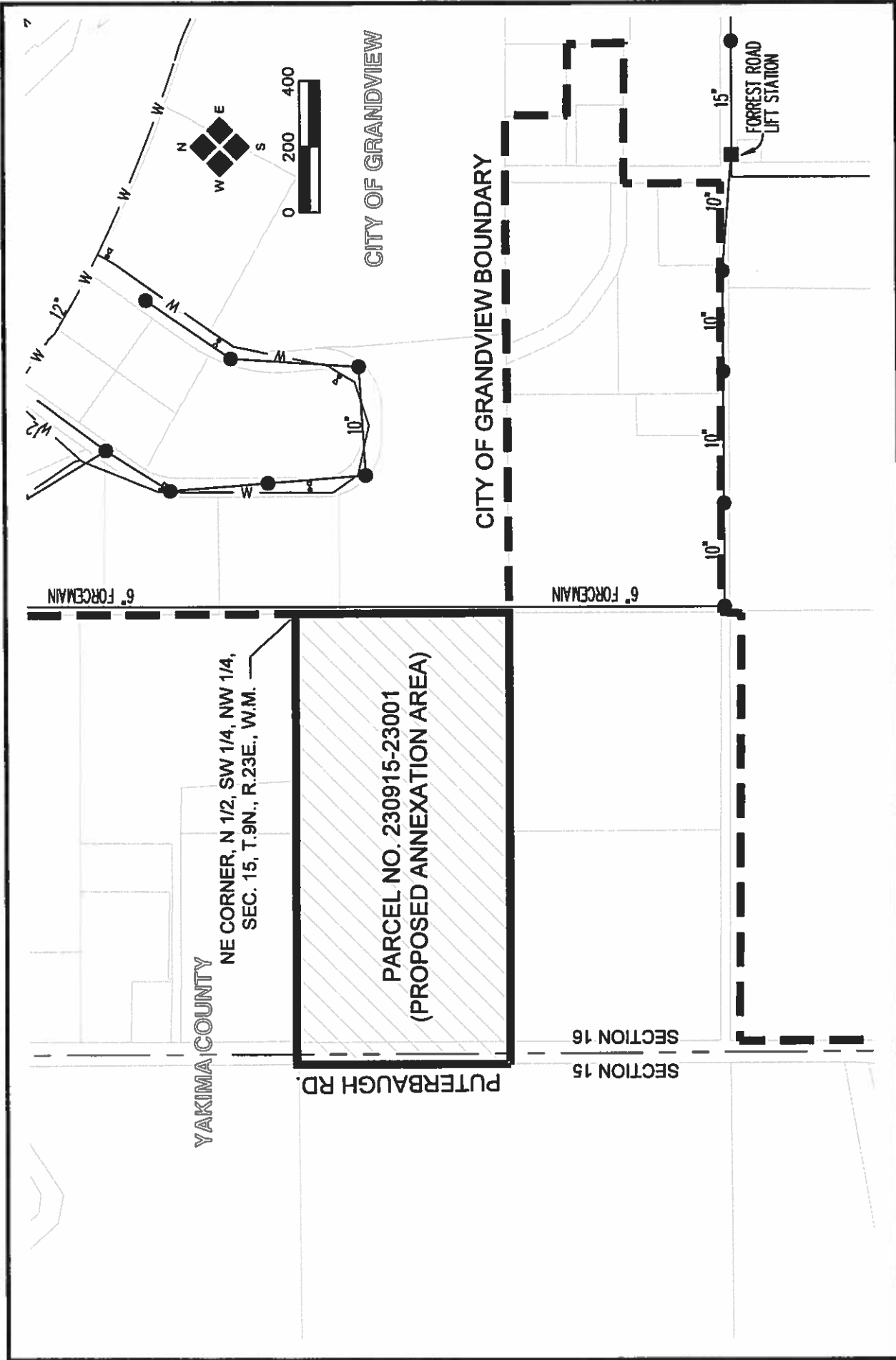
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



ANNEXATION EXHIBIT "A"
for, CITY OF GRANDVIEW
 YAKIMA COUNTY, WASHINGTON
 BUETTNER ANNEXATION

JOB NO: 21007G
 DWG: 21007ANNEX.dwg
 DATE: 2-24-21
 DRAWN BY: TDF
 CHECKED BY: ETH

2803 River Road
 Yakima, WA 98902
 509.966.7000
 Fax 509.965.3800
 www.hilactivil.com

HILA
 Engineering and Land Surveying, Inc.

RESOLUTION NO. 2021-11

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
RENAMING THE COUNTRY PARK AMPHITHEATER TO THE
NORM CHILDRESS AMPHITHEATER**

WHEREAS, Norman (Norm) W. Childress, a long time Grandview resident and former Councilmember and Mayor of the City of Grandview passed away on September 15, 2020; and

WHEREAS, the Mayor and City Council wish for the City of Grandview to honor and memorialize Norm's spirit by formally renaming the Country Park Amphitheater as the "Norm Childress Amphitheater,"

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

The Country Park Amphitheater is hereby renamed the Norm Childress Amphitheater.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 9, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY