



Regular City Council Meeting Agenda  
City Council Chambers  
March 10, 2020 - 6:00 p.m.

- A. Call To Order - Pledge Of Allegiance
- B. Roll Call - Excused Absences
- C. Minutes

Minutes Of The Regular City Council Meeting Of February 25, 2020

Documents:

[2-25-20.PDF](#)

- D. Vouchers/Payroll

2019 Voucher Total = \$11,045.00

2020 Voucher Total = \$265,917.98

Payroll Total = \$916,250.70

- E. Claims For Damages
- F. Small Contracts (Less Than \$10,000) - Approved By Mayor

Heather Woller - Senior Yoga = 70% Of Total Revenue

Kaylene Folks - Zumba = 70% Of Total Revenue

Melissa Browne - Total Body Fitness = 70% Of Total Revenue

Heather Woller - Yoga In The Park = 70% Of Total Revenue

- G. Information Items
- H. Appointments
- I. Citizen Comments: Open To Public (Two Minute Limit)
- J. Action Items

Public Hearings

Resolutions

- 1. 20-013 - Resolution E-804 - Utility Rates And Fees

The attached utility charges and fees schedule will update the Water System Development Charges to the recommendation from the Water Cost of Service Rate Study perform by FCS Group. Rates for Light, Garbage and Sewer rates will remain unchanged. The Council considered the resolution on February 26, 2020 and deferred the item to the regular City Council Meeting on March 10, 2020.

Documents:

[20-013 FEBRUARY 2020 UTILITY RATE AND FEE RESOLUTION.PDF](#)  
[E-804 - 2020 UTILITY CHARGES AND FEES.PDF](#)  
[2019 WATER RATES AND CHARGES FOR SERVICES - JULY 2019.PDF](#)  
[2019 ELECTRIC RATES AND CHARGES FOR SERVICES - JULY 2019.PDF](#)  
[2019 GARBAGE RATES AND CHARGES FOR SERVICES - JULY 2019.PDF](#)  
[2019 SEWER RATES AND CHARGES FOR SERVICES - JULY 2019.PDF](#)

2. 20-020 - Resolution E-811 - 2020 LED Bulb Distribution Award

The Light Department accepted sealed bids for direct mail delivery of a four-pack of LED bulbs to each of our residential customers. General Pacific submitted the lowest bid of \$12.29 per package. The Light Department is able to claim full reimbursement of the total cost of this mailing through the BPA Conservation Program.

Documents:

[CCAR 20-020 2020 LED BULB DISTRIBUTION PROJECT.PDF](#)  
[RES E-811 2020 LED BULB DISTRIBUTION PROJECT.PDF](#)  
[BID RESULTS - 2020 LED DIRECT MAIL DISTRIBUTION.PDF](#)

3. 20-021 - Resolution E-812 - 2020 Agreement For Economic Development Services With Greater Spokane Inc.

Agreement with Greater Spokane Incorporated for Economic Development Services and general membership for 2020.

Documents:

[COUNCIL ACTION FORM FOR RESOLUTION E-812 AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH GSI.PDF](#)  
[RESOLUTION E-812 - 2020 AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH GSI.PDF](#)  
[GSI - CITY OF CHENEY 2020 AGREEMENT FINAL.PDF](#)

Ordinances

Other Business

K. Staff Reports

L. Mayor's Report

M. Council Reports

N. Executive Session

O. Adjournment



## REGULAR CITY COUNCIL MEETING

February 25, 2020

**A. Call to Order – Pledge of Allegiance** Mayor Grover called the Regular City Council meeting to order at 6:00 p.m.

**B. Roll Call – Excused Absences** Councilmembers present included Councilmember Overhauser, Councilmember Schmidt, Councilmember Barthels, Councilmember Weiszmann, Councilmember Gaard, Councilmember Hilton, and Councilmember Taves. Staff members present included Mr. Schuller, Mr. Schwartz, Ms. MacDonald, Mr. Hensley, Mr. Ableman, Mr. Jenkins, and Ms. Cooper.

**C. Minutes** of the Regular City Council meeting of February 11, 2020 were approved as distributed.

**D. Claims and Vouchers** nos. 152209 through 152216 in the amount of \$24,293.09 for 2019 and 152194 and 152217 through 152306 in the amount of \$944,201.37 for 2020 were approved as read.

**E. Claims for Damages** None

**F. Small Contracts** The small contracts were previously approved.

**G. Information Items** None

**H. Appointments** None

**I. Citizen Comments** Chris Babcock, 2608 Eton Ln, spoke about the dog park. Jonathan Johnson, 25 N 4<sup>th</sup> St, spoke about the dog park. Chris Cindric, 804 Villard St, spoke about the dog park. Holly Sanders, 514 Cambridge St, spoke about the dog park. Catherine Gauna, 825 2<sup>nd</sup> St, spoke about the dog park. Dallas Logan, 240 S Cheney-Spangle Rd, spoke about dog waste and the dog park. Nancy Gasper, 439 N 4<sup>th</sup> St, spoke about the dog park. Jenny Corlett spoke about the dog park.

### **J. Action Items**

**1. 20-013 – Resolution E-804 – 2020 Utility Charges and Fees** Mr. Ableman stated that this changes system development charges only. Councilmember Schmidt moved to defer this to the next meeting. Councilmember Barthels seconded. Carried unanimously.

**2. 20-014 – Resolution E-805 – Lodging Tax Disbursement** Mr. Schuller stated that there were two requests. Mayfest requested \$23,518 and Northwest Tandem Rally requested \$5,565. Councilmember Weiszmann stated that the lodging tax committee recommends funding the activities. Councilmember Weiszmann moved for approval of Resolution E-805. Councilmember Hilton seconded. Carried unanimously.

**3. 20-015 – Resolution E-806 – 2020 Line Clearance Contract Awards** Mr. Schuller stated that this is for tree trimming to keep trees out of power lines. The low bidder was Aspludh Tree Experts. Councilmember Taves moved for approval of Resolution E-806. Councilmember Barthels seconded. Carried unanimously.

**4. 20-016 – Resolution E-807 – Dog Park Land Dedication** Mr. Ableman stated that this is to dedicate the land on the corner of SR 904 and Presley Dr for a dog park. Councilmember Taves moved for approval of Resolution E-807. Councilmember Hilton seconded. Carried unanimously.

**5. 20-017 – Resolution E-808 – Acceptance of WASPC Traffic Safety Grant** Mr. Hensley stated that this is for a scanner and printer in the new police car. The grant is \$655. Councilmember Hilton moved for approval of Resolution E-808. Councilmember Gaard seconded. Carried unanimously.

**6. 20-018 – Resolution E-809 – Community Development Block Grant Cooperation Agreement** Mr. Ableman stated that we have received \$3.6 million in grant funding in 30 years. Councilmember Gaard moved for approval of Resolution E-809. Councilmember Taves seconded. Carried unanimously.

**7. 20-019 – Resolution E-810 – North 9<sup>th</sup> Street Repair STA Memo of Understanding** Mr. Ableman stated that there was damage to N 9<sup>th</sup> St from STA busses during construction of the PUB. STA will pay 80% of the cost of repair. Councilmember Weizmann moved for approval of Resolution E-810. Councilmember Barthels seconded. Carried unanimously.

**K. Staff Reports** Mr. Ableman stated that Cheney Clean Sweep will be on April 18 from 9 a.m. to noon. Large item pick-up will be the week before. Mr. Schuller stated that we received the AWC WellCity Award. He thanked Ms. MacDonald for her hard work.

**L. Mayor’s Report** Mayor Grover thanked everyone for attending the meeting.

**M. Council Reports** Councilmember Schmidt stated that there will be a Public Works Committee meeting on Thursday at 2 p.m. Councilmember Taves reported on the depot move.

**N. Executive Session** None

**O. Adjournment** Councilmember Taves moved to adjourn the meeting. Councilmember Gaard seconded. Carried unanimously. The meeting was adjourned at 7:01 p.m.

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City Clerk

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Mayor

**CITY OF CHENEY**  
**CITY COUNCIL ACTION REQUEST**

**ISSUE**      Utility Rates and Fees Resolution - 2020      **AGENDA ITEM#**      20-013

**DEPT. OF ORIGIN:**      Finance/PWKS      **DATE**      3/10/2020

**EXHIBITS ATTACHED OR REFERENCED:**      Resolution E-804

**Council Committee Recommendation**      Yes      No      None

DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS

<b>FISCAL IMPACT</b>	<b>EXPENDITURE REQUIRED \$</b>	<b>AMOUNT BUDGETED \$ 0</b>
	<b>APPROPRIATION REQUESTED \$</b>	

**SUMMARY:** The attached utility charges and fees schedule will update the Water System Development Charges to the recommendation from the Water Cost of Service Rate Study performed by FCS Group. Rates for Light, Garbage and Sewer rates will remain unchanged.

The Council considered the resolution on February 26, 2020 and deferred the item to the regular City Council Meeting on March 10, 2020.

**COUNCIL ACTION REQUESTED:** Passage of Resolution E-804

XXX      **APPROVED FOR AGENDA**

\_\_\_\_\_      **DISAPPROVED**

March 10, 2020  
**COUNCIL MEETING DATE**

\_\_\_\_\_  
**MAYOR/CITY ADMINISTRATOR**

City of Cheney, Washington  
609 Second Street  
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON  
RESOLUTION NO. E-804**

**A RESOLUTION OF THE CITY OF CHENEY, SPOKANE COUNTY, WASHINGTON,  
ESTABLISHING THE ELECTRIC, WATER, SOLID WASTE AND SEWER RATES,  
FEES AND CHARGES FOR THE CITY.**

**WHEREAS**, the City owns and operates an electrical, water, solid waste, and sewer system for the residents and businesses in the City of Cheney; and

**WHEREAS**, rates, fees and charges are designed to recover the cost of providing the utilities and services; and

**NOW, THEREFORE**, be it resolved by the City Council of the City of Cheney, Spokane County, Washington the following:

1. Rates, Fees and Charges. For the purpose setting the rates fees and charges within the City, the City Council hereby adopts the schedule, which is attached hereto as Exhibit "A".
2. Revoking Prior Rate Setting Resolutions. Resolution E-755 is hereby revoked.
3. Utility Deposit Resolution. Resolution E-070 will remain in effect.
4. Effective Date. This Resolution and Exhibit "A" shall be effective immediately for light, garbage, and sewer. The water system development rate increase will be effective \_\_\_\_\_, 2020.

Adopted by the City Council this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chris Grover, Mayor

Attest:

\_\_\_\_\_  
Cynthia Niemeier, City Clerk

## Water Rates and Charges for Services

	Hydrant Meter Deposit - Commercial	\$500.00	
16.04.080	New Connection <del>Single Family Residential</del>	\$ <del>843</del> + <del>2,536</del> Install Costs	
16.04.080	New Connection <del>Commercial 1" Meter</del>	\$ <del>1078</del> - <del>5,760</del> + Install Costs	
16.04.080	New Connection <del>2" 1.5" Meter Commercial</del>	\$ <del>1555</del> - <del>11,520</del> + Install Costs	
16.04.080	New Connection <del>3" Commercial 2" Meter</del>	\$ <del>2440</del> - <del>18,433</del> + Install Costs	
16.04.080	New Connection <del>4" Commercial 3" Meter</del>	\$ <del>3240</del> - <del>36,865</del> + Install Costs	
16.04.080	New Connection <del>5" Commercial 4" Meter</del>	\$ <del>4080</del> - <del>57,602</del> + Install Costs	
16.04.080	New Connection 6" <del>Meter Commercial</del>	\$ <del>4925</del> - <del>115,204</del> + Install Costs	
<u>16.04.080</u>	<u>New Connection 8" Meter</u>	<u>\$ 184,326 + Install Costs</u>	
16.04.080	Regular Connect Charge	\$5.00	
16.04.080	After Hours Connect	\$70.50	
16.04.080	Failure To Connect Penalty	Actual Connect Cost	
16.04.080	Water Growth Capacity	Connect Charges	
16.04.080	Residential Water Service Base Rate	\$ 10.50/mo plus Water Usage Fee	
16.04.080	Residential Water Usage Fee (>3,000 c.f.)	\$3.14 /hundred c.f.	
16.04.080	Multi Unit Base Rate	\$ 10.50/mo per unit plus Water Usage Fee	
16.04.080	Water Usage Fee	\$ 1.57/hundred cf	
16.04.080	Commercial, School, and Industrial 1-1.5" Water Service Minimum	\$ 22.79/mo plus Water Usage Fee	
16.04.080	Commercial, School, and Industrial 2" Water Service Minimum	\$ 41.53/mo plus Water Usage Fee	
16.04.080	Commercial, School, and Industrial 3" Water Service Minimum	\$ 63.58/mo plus Water Usage Fee	
16.04.080	Commercial, School, and Industrial 4" Water Service Minimum	\$ 155.09/mo plus Water Usage Fee	
16.04.080	Commercial, School, and Industrial 5" Water Service Minimum	\$ 234.47/mo plus Water Usage Fee	
16.04.080	Commercial, School, and Industrial 6" Water Service Minimum	\$ 314.95/mo plus Water Usage Fee	
16.04.080	Commercial, School, and Industrial 8" Water Service Minimum	\$ 420.79/mo plus Water Usage Fee	
16.04.080	Commercial, School, and Industrial Compound Water Service Minimum	\$ 5.04/mo plus Water Usage Fee	
16.04.080	Fire Hydrant or Fire Protection Standby Charge - 4" or Less	\$5.00	
16.04.080	Fire Hydrant or Fire Protection Standby Charge - Over 4"	\$10.00	
16.04.080	Fire Hydrant or Fire Protection Standby Charge - EWU	\$45.35	
16.04.080	Fire System Protection Connections	0.91/1" dia/mo	
16.04.080	Hydrant Permit Fee	\$50 permit fee	
16.04.080	Hydrant Permit Water Usage	\$ 1.57/hundred cf	



## Water Rates and Charges for Services

16.04.080	Temporary Connections plus water usage fees	\$100.00	
16.04.080	Service Meter Rereading	\$10.00	
16.04.080	Park - 1-1.5" Water Service Minimum	\$ 13.45/mo	
16.04.080	Park - 2" Water Service Minimum	\$ 16.29/mo	
16.04.080	Park - 3" Water Service Minimum	\$ 31.45/mo	
16.04.080	Park - Water Deliverance Charge - < 1"	\$ 0.06/hundred cf (to 5000 cf)	
16.04.080	Park - Water Deliverance Charge - 1-1.5"	\$ 0.06/hundred cf (to 30000 cf)	
16.04.080	Park - Water Deliverance Charge - 2"	\$ 0.06/hundred cf (to 55000 cf)	
16.04.080	Park - Water Deliverance Charge - 3"	\$ 0.06/hundred cf (to 80000 cf)	
16.04.080	Park - Excess Over the Monthly Maximum	\$ 1.57 /hundred cf	
16.04.080	Gen Govt Facilities - 1-1.5" Water Service Minimum	\$ 13.45/mo	
16.04.080	Gen Govt Facilities - 2" Water Service Minimum	\$ 16.29/mo	
16.04.080	Gen Govt Facilities - 3" Water Service Minimum	\$ 31.45/mo	
16.04.080	Gen Govt Facilities - Water Deliverance Charge - < 1"	\$ 0.06/hundred cf (to 5000 cf)	
16.04.080	Gen Govt Facilities - Water Deliverance Charge - 1-1.5"	\$ 0.06/hundred cf (to 30000 cf)	
16.04.080	Gen Facilities - Water Deliverance Charge - 2"	\$ 0.06/hundred cf (to 55000 cf)	
16.04.080	Gen Govt Facilities - Water Deliverance Charge - 3"	\$ 0.06/hundred cf (to 80000 cf)	
16.04.080	Gen Govt Facilities - Excess Over the Monthly Maximum	\$ 1.57 /hundred cf	
16.04.080	Minimum Delinquent Interest Charge	1% or \$1.00 minimum	N-22
16.04.080	Max Penalty for Violations	16.04.150 CMC	

# Exhibit A

<b>Electric Rate and Charges</b>			
<b>CMC Code</b>	<b>Fee Description</b>	<b>Fee Amount (in US \$)</b>	<b>Ordinance</b>
	<b>Electrical Sales</b>		
14.04.160	Late Charges	1% or \$1.00 minimum	N-25
14.04.160	Disconnect Order Notice Fee	\$30.00	N-25
14.04.160	After Hours Connect/Reconnect Fee	\$200.00	
14.04-160	Business Hours Reconnect at the Pole	\$150.00	
14.04.160	After Hours Reconnect at the pole	\$420.00	
14.04-185	Unauthorized Use (tampering)	\$100.00 + 3x usage	
14.04.190	Residential and Temporary Service Access to electricity charge (Single Phase)	\$16.43 per month	
14.04.190	Residential and Temporary Service Access to Electricity Charge (Three phase)	\$27.70 per month	
14.04.190	Residential and Temporary Service Energy Charge	6.00 cents per kWh	
14.04.200	Commercial Access to electricity Charge (Single phase)	\$20.00 per month	
14.04.200	Commercial Access to Electricity Charge (Three phase)	\$28.98 per month	
14.04.200	Commercial Energy Charge 0-15,000 kWh per month	6.10 cents per kWh	
	Commercial Energy Charge Over 15,000 kwh per month	4.25 cents per kwh	
14.04.200	Commercial Billing Demand Charge – First 40kW of demand per month	No charge	
14.04.200	Commercial Billing Demand Charge – Excess above 40kW of demand per month	5.75 per KVA per month	
14.04.200			
	Industrial Access to Electricity Charge	\$75.00 per month	
	Industrial Energy Charge kWh per month	4.25 cents per kWh	
	Industrial Billing Demand Charge –	5.75 per KVA per month	
14.04.210	Public Authority Access to Electricity Charge (Single phase)	\$16.43 per month	
14.04.210	Public Authority Access to Electricity Charge (Three phase)	\$27.70 per month	
14.04.210	Public Authority Energy charge 0-15000 kWh per month	6.10 cents per kWh	

## Exhibit A

14.04.210	Public Authority Energy charge Over 15,000 kWh per month	4.23 cents per kWh	
14.04.210	Public Authority Demand charge First 40kW of demand per month	No Charge	
14.04.210	Public Authority Billing Demand Charge Excess above 40kW of demand per month	5.75 per KVA per month	
	University Access to Electricity Charge	\$100.00 per month	
14.04.245	University – Energy Charge kWh per month	4.15 cents per kWh	
14.04.245	University demand per month	5.18 per KVA per month	
	Large Primary Access to Electricity Charge	\$50.00 per month	
14.04.248	Large Primary Service – Energy Charge kWh per month	4.15 cents per kWh	
14.04.248	Large Primary Service	5.18 per KVA per month	
14.04-255	Connect Charges	\$15.00	N-25
14.08.040	New Services Overhead	Full cost of installation - \$150.00 min	
14.08.050	New Services Underground	Full cost of installation - \$150.00 min	
14.04-240	Temporary Service - Single Phase 120/240 - where pole is in place	\$150.00	U-90
14.04.240	Temporary Service requiring line extension	Full cost of extension	
14.08.060	Change Date for Service Fee/ each time	\$10.00	
14.08.070	Address Correction Fee	\$25.00	
14.04.220	Flat Rate Street Lighting	\$2.61 per light	
14.04.230	Outdoor Light 250 Watt HPS or LED Equivalent	\$10.00 per month	
14.04.230	Outdoor Light 200 Watt HPS or LED Equivalent	\$10.00 per month	
14.04.230	Outdoor Light 150 Watt HPS or LED Equivalent	\$7.50 per month	
14.04.230	Outdoor Light 100 Watt HPS or LED Equivalent	\$6.00 per month	
14.04.230	Unmetered Service (sign, bus shelter, etc.)	\$12.00 per month	
14.10.080	Pole Attachment Fees: Pole Attachment Fee/per attachment	\$12.90	
14.10.140	Pole Attachment Fees: Unauthorized Attachment Penalty/per attachment	\$36.51	
14.10.030	Pole Attachment Fees: Failure to Maintain Emergency Contact	\$250.00	
14.10.080	Pole Attachment Fees: Annual interest rate of unpaid attachment fees – 2%	\$0.12	
14.10.060	Pole Attachment Fees: Pole Attachment App	\$65.00	

# Exhibit A

	Fee/1st pole		
	Pole Attachment Fees: Pole Attachment App –Additional Poles	\$3.00	
	Street Light Banner Fees: Application Fees	\$50.00	
	Street Light Banner Fees: Banner Hanging Fee	\$5.00/mth banner	

## Garbage Rates and Charges for Services

8.12.212	Residential 20 Gallon Cart - Mini Can	8.09/mo	
8.12.212	Residential 64 Gallon Cart	11.88/mo	
8.12.212	Residential 96 Gallon Cart	18.01/mo	
8.12.212	Residential / Commercial Cart Over Filled - 20 Gallon Cart - Mini Can	2.00/per trip	
8.12.212	Residential / Commercial Cart Over Filled - 64 Gallon Cart	2.97/per trip	
8.12.212	Residential / Commercial Cart Over Filled - 96 Gallon Cart	4.50/per trip	
8.12.212	Residential / Commercial - Per Additional Can	\$7.69	
8.12.212	Residential / Commercial - Extra per each bag/box	\$3.44	
8.12.212	Residential Carry-out Service (over 10' to 50') per cart	4.00 /mo	
8.12.212	Residential Carry-out Service (each additional 50') per cart	3.00 /mo	
8.12.212	Residential Carry-out Service Unlatch/open/close/gate	2.24/mo	
8.12.212	Commercial Cart 64 Gallon Cart 1 time a week	12.62/mo	
8.12.212	Commercial Cart 64 Gallon Cart 2 times a week	25.24/mo	
8.12.212	Commercial Cart 64 Gallon Cart 3 times a week	37.86/mo	
8.12.212	Commercial Cart 64 Gallon Cart 4 times a week	50.48/mo	
8.12.212	Commercial Cart 64 Gallon Cart 5 times a week	63.10/mo	
8.12.212	Commercial Cart 96 Gallon Cart 1 time a week	19.61/mo	
8.12.212	Commercial Cart 96 Gallon Cart 2 time a week	39.22/mo	
8.12.212	Commercial Cart 96 Gallon Cart 3 time a week	58.83/mo	
8.12.212	Commercial Cart 96 Gallon Cart 4 time a week	78.44/mo	
8.12.212	Commercial Cart 96 Gallon Cart 5 time a week	98.05/mo	
8.12.212	Commercial Dumpster Service - 1 yard - 1 time a week	69.07/mo	
8.12.212	Commercial Dumpster Service - 1 yard - 2 time a week	138.14/mo	
8.12.212	Commercial Dumpster Service - 1 yard - 3 time a week	207.21/mo	
8.12.212	Commercial Dumpster Service - 1 yard - 4	276.28/mo	

## Garbage Rates and Charges for Services

	time a week		
8.12.212	Commercial Dumpster Service - 1 yard - 5 time a week	345.35/mo	
8.12.212	Commercial Dumpster Service - 1.5 yard - 1 time a week	89.04/mo	
8.12.212	Commercial Dumpster Service - 1.5 yard - 2 time a week	178.08/mo	
8.12.212	Commercial Dumpster Service - 1.5 yard - 3 time a week	267.12/mo	
8.12.212	Commercial Dumpster Service - 1.5 yard - 4 time a week	356.16/mo	
8.12.212	Commercial Dumpster Service - 1.5 yard - 5 time a week	445.20/mo	
8.12.212	Commercial Dumpster Service - 2 yard - 1 time a week	111.82/mo	
8.12.212	Commercial Dumpster Service - 2 yard - 2 time a week	223.64/mo	
8.12.212	Commercial Dumpster Service - 2 yard - 3 time a week	335.46/mo	
8.12.212	Commercial Dumpster Service - 2 yard - 4 time a week	447.28/mo	
8.12.212	Commercial Dumpster Service - 2 yard - 5 time a week	559.10/mo	
8.12.212	Commercial Dumpster Service - 3 yard - 1 time a week	154.55/mo	
8.12.212	Commercial Dumpster Service - 3 yard - 2 time a week	309.10/mo	
8.12.212	Commercial Dumpster Service - 3 yard - 3 time a week	463.65/mo	
8.12.212	Commercial Dumpster Service - 3 yard - 4 time a week	618.20/mo	
8.12.212	Commercial Dumpster Service - 3 yard - 5 time a week	772.75/mo	
8.12.212	Commercial Dumpster Service - 4 yard - 1 time a week	197.17/mo	
8.12.212	Commercial Dumpster Service - 4 yard - 2 time a week	394.34/mo	
8.12.212	Commercial Dumpster Service - 4 yard - 3 time a week	591.51/mo	
8.12.212	Commercial Dumpster Service - 4 yard - 4 time a week	788.68/mo	
8.12.212	Commercial Dumpster Service - 4 yard - 5 time a week	985.85/mo	
8.12.212	Commercial Dumpster Service - 6 yard - 1 time a week	282.65/mo	
8.12.212	Commercial Dumpster Service - 6 yard - 2 time a week	565.30/mo	
8.12.212	Commercial Dumpster Service - 6 yard - 3 time a week	847.95/mo	

## Garbage Rates and Charges for Services

8.12.212	Commercial Dumpster Service - 6 yard - 4 time a week	1130.60/mo	
8.12.212	Commercial Dumpster Service - 6 yard - 5 time a week	1413.25/mo	
8.12.212	Commercial Dumpster Service - 8 yard - 1 time a week	394.34/mo	
8.12.212	Commercial Dumpster Service - 8 yard - 2 time a week	788.68/mo	
8.12.212	Commercial Dumpster Service - 8 yard - 3 time a week	1183.02/mo	
8.12.212	Commercial Dumpster Service - 8 yard - 4 time a week	1577.36/mo	
8.12.212	Commercial Dumpster Service - 8 yard - 5 time a week	1971.70/mo	
8.12.212	Commercial Roll Off Service - 10 yd roll-off per pickup	\$ 140.44 + Disposal Cost	
8.12.212	Commercial Roll Off Service - 20 yd roll-off per pickup	\$ 145.72 + Disposal Cost	
8.12.212	Commercial Roll Off Service - 30 yd roll-off per pickup	\$ 151.00 + Disposal Cost	
8.12.212	Commercial Roll Off Service - 40 yd roll-off per pickup	\$ 156.28 + Disposal Cost	
8.12.212	Construction/Demolition Waste *Dumpster single yard per pick up	\$20.64	
8.12.212	Commercial Compacted Garbage - Compactor single yard per pick up	\$47.37	
8.12.212	Other Charges - Refuse Only Accounts - Container Deposit Fee	\$300.00	
8.12.212	Other Charges - Dumpster/Rolloff Placement / Swap	\$25.00	
8.12.212	Rolloff Container Prep Charge	\$75.00	
8.12.212	Other Charges - Cart Swap/Removal Fee	\$4.50	
8.12.212	Special Pickup (min 1 yard)	\$20.64 per yard	
8.12.212	Other Charges - Return Trip Charge- Cart	\$7.00	
8.12.212	Other Charges - Return Trip Charge - Dumpster / Roll off	\$15.00	
8.12.212	Other Charges - Commercial Container Overage (per yard)	\$20.64	
8.12.212	Other Charges - On-Site Labor Charge (one hour minimum )	\$75.00/hr	
8.12.212	Commercial Container Rental Fee - Daily 1,1.5,2,3,4, 6, and 8 yard containers	\$1.00	
8.12.212	Commercial Container Rental Fee - Daily 10,20,30,40 yard containers	\$2.00	
8.12.212	Pressure Washing - Auto Carts ( 20,64,96 gallon)	\$15.00	
8.12.212	Pressure Washing - Commercial Containers (1-8 CY)	\$75.00	

## Garbage Rates and Charges for Services

8.12.212	Pressure Washing - Rolloff (10-40 CY)	\$150.00	
8.12.212	Automated Cart Replacement Charges - 20 Gallon Cart	\$35.00	
8.12.212	Automated Cart Replacement Charges - 64 Gallon Cart	\$48.00	
8.12.212	Automated Cart Replacement Charges - 96 Gallon Cart	\$60.00	
8.12.212	Dumpster/Rolloff Replacement or Repair Charge	Actual Cost	
8.12.212	Dumpster/Rolloff Lid Replacement or Repair Charge	Actual Charge	
8.12.212	Dumpster Caster Wheel Replacement (per each)	\$33.00	
8.16.030	Commercial Yard Waste Disposal Yearly Permit Fee	\$150.00	
8.12.212	Clean Green Yard Waste Collection 96 gal cart - April thru Oct	\$12.00/mo	



## Sewer Rates and Charges for Services

	Sale of Sludge Compost - Retail (1 cy)	\$12.00 including tax	
	Sewer Growth Capacity	Amount of Connect Charges	
15.04.122	Max Civil Penalty	1000/violation	
15.08.020	Separate Family Residence Sewer Service	\$ 37.17 /mo/single family unit	R-28
15.08.020	Apartment House Sewer Service	\$ 34.35 /mo /per unit	R-28
15.08.020	Mobile Home Court Sewer Service	\$ 34.35/mo /per Mobile Home	R-28
15.08.020	Hotel / Motel Sewer Service	\$17.71 /mo/unit	R-28
15.08.020	Commercial, School, and Industrial Sewer Service	\$ 46.37 /mo+0..96/hundred cubic winter average water use over 3500 cf	R-28
15.08.020	EWU Sewer Service	\$ 46,162.27/mo	R-28
15.08.021	Reconnection during business hours	\$20.00	
15.08.021	Reconnection not during business hours	\$50.00	
15.08.021	Minimum Delinquent Interest Charge	1% or \$1.00 minimum	N-23
Sewer Connection Charges - are based on Water Meter Sizes			
15.08.022	1"	\$4,830.00	R-93
15.08.022	2"	\$7,728.00	R-93
15.08.022	3"	\$15,456.00	R-93
15.08.022	4"	\$24,150.00	R-93
15.08.022	6"	\$48,300.00	R-93
15.08.022	8"	\$77,280.00	R-93

# Sewer Rates and Charges for Services

CITY OF CHENEY  
CITY COUNCIL ACTION REQUEST

<b>ISSUE:</b>	2020 LED Direct Mail to Residential Customers	<b>AGENDA ITEM #:</b>	20-020
<b>DEPT. OF ORIGIN:</b>	Public Works	<b>DATE:</b>	3/4/2020

<b>EXHIBITS ATTACHED OR REFERENCED:</b>	(1) Resolution E-811 (2) Bid Results
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<b>Council Committee Recommendation</b>	Yes		No		None
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DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
Light Dept/				

	<b>EXPENDITURE REQUIRED:</b>		<b>AMOUNT BUDGETED</b>
<b>FISCAL IMPACT</b>	<b>APPROPRIATION REQUESTED:</b>		

<b>SUMMARY:</b>	The Light Department accepted sealed bids for direct mail delivery of a four-pack of LED bulbs to each of our residential customers. <u>General Pacific</u> submitted the lowest bid of <u>\$12.29</u> per package. The Light Department is able to claim full reimbursement of the total cost of this mailing through the BPA Conservation Program.
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<b>COUNCIL ACTION REQUESTED:</b>	Passage of Resolution E-811
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\_\_\_ **APPROVED FOR AGENDA**

\_\_\_ **DISAPPROVED**

March 10, 2020

\_\_\_\_\_  
**COUNCIL MEETING DATE**

\_\_\_\_\_  
**MAYOR/CITY ADMINISTRATOR**

City of Cheney  
609 Second Street  
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON  
RESOLUTION E-811**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A BID FROM  
GENERAL PACIFIC TO DIRECT MAIL LED BULB PACKAGES TO OUR  
RESIDENTIAL CUSTOMERS UNDER THE BPA CONSERVATION PROGRAM**

**WHEREAS**, the Light Department requested sealed bids for the direct mail delivery of a four-pack of LED bulbs to each of our residential customers, as this qualifies under the BPA Conservation program; and

**WHEREAS**, General Pacific submitted the lowest bid of \$12.29 per package plus tax;  
and

**WHEREAS**, The Light Department is able to claim full reimbursement of the total cost of this mailing through the BPA Conservation Program.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Cheney to authorize the Mayor to accept the bid from General Pacific for the direct mail delivery of LED bulbs to Light Department residential customers.

**ADOPTED**, on this **10<sup>th</sup> day of March, 2020** by the Cheney City Council at their regularly scheduled meeting at the Cheney Council Chambers, 609 Second Street, Cheney, WA 99004.

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Chris Grover, Mayor

ATTEST:

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Cynthia Niemeier, City Clerk

CITY OF CHENEY, WASHINGTON  
**BID TABULATION**

DEPARTMENT Light

PROJECT NO.

RECAP OF 2020 LED Bulb Distribution (Direct Mail) **Opened** Wednesday March 4, 2020 10:00 a.m.

BID  
 SCHEDULE

VENDOR

AM Conservation Group

VENDOR

General Pacific

VENDOR

Bits Limited

Three-phase pad-mount

1) Direct Mail Kit with 4 LED Bulbs

Quan	Unit	Unit Price	Total
4900	EA	\$12.85	\$62,965.00

Quan	Unit	Unit Price	Total
4900	EA	\$12.29	\$60,221.00

Quan	Unit	Unit Price	Total
4900	EA	\$18.76	\$91,924.00

<b>Sub-Total</b>	
<b>Tax 8.9%</b>	
<b>Total</b>	

	\$62,965.00
	\$5,603.89
	\$68,568.89

	\$60,221.00
	\$5,359.67
	\$65,580.67

	\$91,924.00
	\$8,181.24
	\$100,105.24

**CITY OF CHENEY**  
**CITY COUNCIL ACTION REQUEST**

ISSUE      2020 Agreement with GSI for Economic      AGENDA ITEM# 20-021  
 Development Services

DEPT. OF ORIGIN:      Administration      DATE      3/10/2020

EXHIBITS ATTACHED OR REFERENCED:      Resolution E-812

Council Committee Recommendation      Yes      No      None

DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
MAS				

FISCAL IMPACT	EXPENDITURE REQUIRED \$	AMOUNT BUDGETED \$
	APPROPRIATION REQUESTED \$	

SUMMARY: An agreement with Greater Spokane Incorporated for Economic Development Services for 2020.

COUNCIL ACTION REQUESTED: Passage of Resolution E-812

\_\_\_\_\_ APPROVED FOR AGENDA

\_\_\_\_\_ DISAPPROVED

3/10/2020

COUNCIL MEETING DATE

MAYOR/CITY ADMINISTRATOR

City of Cheney, Washington  
609 Second Street  
Cheney, WA 99004

**CITY OF CHENEY  
SPOKANE COUNTY, WASHINGTON**

**RESOLUTION NO. E-812**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF CHENEY, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH GREATER  
SPOKANE INCORPORATED FOR ECONOMIC DEVELOPMENT SERVICES FOR  
2020.**

**WHEREAS**, the City of Cheney has an interest in seeking economic development opportunities; and

**WHEREAS**, Greater Spokane Incorporated serves as the ADO for Spokane County and provides a team of economic development professionals actively engaged in bringing business and industry to our region, and

**WHEREAS**, being a member of Greater Spokane Incorporated provides resources for promoting Cheney as an option for business creation and relocation; and

**WHEREAS**, participation in Greater Spokane Incorporated events and serving on committees gives Cheney a voice on issues affecting our City and our region

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Cheney to authorize the Mayor to sign the agreement for Economic Development Services with Greater Spokane Incorporated.

**ADOPTED**, on this 10<sup>th</sup> day of March, 2020 by the Cheney City Council at their regularly scheduled council, meeting at Cheney Council Chambers, 609 2<sup>nd</sup> Street, Cheney, WA 99004.

CITY OF CHENEY

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Chris Grover, Mayor

ATTEST:

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Cynthia L. Niemeier, City Clerk



# Agreement for Economic Development Services

## City of Cheney 2020

### OVERVIEW OF GSI:

GSI works to connect businesses to valuable relationships and resources, drive business and community initiatives to improve our region, and advocate for business with a unified voice.

GSI convenes, coordinates, facilitates and leads economic development efforts that:

- Drive the creation of a highly skilled workforce that meets the future needs of employers;
- Increase the number of jobs;
- Grow our residents' average household income;
- Support innovation through the creation and growth of entrepreneurship and business start-ups;
- Expand area businesses through increased access to information and resources that will lead to greater customer exposure and greater success; and
- Improve the fiscal health of our communities through increased commerce leading to increased tax revenues.

**PURPOSE OF AGREEMENT:** The purpose of this AGREEMENT is to memorialize the understanding and intended collaboration between the CITY OF CHENEY (hereinafter referred to as "the JURISDICTION") and GREATER SPOKANE INCORPORATED (hereinafter referred to as "GSI") (collectively referred to as the "PARTIES") to further economic development activities for the JURISDICTION and the Spokane region.

As set forth further in Paragraph 6, this AGREEMENT establishes only a collaborative relationship between GSI and JURISDICTION, and GSI is only obligated to the extent the terms of this AGREEMENT provide. The PARTIES acknowledge that this AGREEMENT is intended to promote and support acts relating to economic development as authorized by RCW 35.21.703 and RCW 36.01.085.

This AGREEMENT establishes a sequential financial investment in the economic development activities of GSI consisting of:

- (1) BASE INVESTMENT,
- (2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES,
- (3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES (specific to JURISDICTION), and
- (4) SPECIAL PROJECTS (benefitting the entire region).

JURISDICTIONS that agree to invest with GSI agree to invest in the order of economic development activities listed and further agree to fund the financial requirements of each category before proceeding to the next level of economic development activity.

### **(1) BASE INVESTMENT:**

The Base Investment is an annual investment amount and recognizes the value of having an organization identified as coordinating economic development activities on behalf of the Jurisdiction and region. It recognizes those activities as;

- advocating for a healthy business climate to provide businesses a competitive advantage over other communities,

- assisting businesses located in the region with access to new services to enhance their revenues and profits,
- advancing the development of a talented workforce,
- advocating on behalf of business at the federal, state, and local levels,
- supporting entrepreneurs and business startups,
- supporting major contributors to the economy, and
- communicating the value of the Spokane region to businesses considering expansion or relocation to the Spokane region.

The Base Investment supports the costs of Greater Spokane Incorporated associated with performing the above-mentioned functions. Investor Partners can choose their level of investment.

Consistent with GSI By-Laws, JURISDICTIONS investing at the Partner Level (\$10,250 - \$24,999/yr) are entitled to :

- An Ex-Officio position on the GSI Board of Trustees,
- Participation in update meetings of the Associate Development Organization (ADO),
- Participation in the CEO Exchange,
- Invitation to attend the Olympia and DC Fly-ins,
- Invitation to exclusive executive events,
- Recognition in GSI Media,
- Onsite GSI Executive Update.

JURISDICTIONS can also choose higher levels of Base Investment. Those could include the Leaders Level (\$25,000 - \$49,999/yr) and the Visionary Level (\$50,000 and up/yr).

The level of Base Investment for the JURISDICTION shall be that amount listed in Attachment A, attached hereto and incorporated herein by reference.

## **(2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES:**

The Economic Development Partnership Services ("EDPS") constitute the array of economic development activities as defined both in the GSI Strategic Plan and other activities necessary to support businesses operating in the Spokane region and those businesses wishing to expand or relocate to the Spokane region. They are itemized in more detail below under "**Scope of Work**".

The cost of EDPS is based proportionately on the size of the JURISDICTION. The target rate is \$0.50 per resident, adjusted annually, and based upon the United States Census Bureau's annual population estimate. For purposes of this calculation, the annual population estimate shall be the US Census Bureau's most recent estimate listed as of October 1<sup>st</sup> of the current calendar year. For the JURISDICTION, the US Census Bureau's population estimate for the contract period shall be the population listed in Attachment "A".

## Scope of Work

The following activities shall be included in EDPS:

- **WORKFORCE** - Grow education attainment rates, ensuring a talented and competitive workforce pipeline;
  - Build a robust system of career-connected learning by developing STEM skills and career awareness and exploration, for middle skill and knowledge-based careers in high-demand industries
  - Increase post-secondary access to credential and degree completion for traditional and non-traditional students
  - Support the development of a center for health and medical sciences education through advocacy, workforce development, and community capacity building
- **ADVOCACY** - Convene and facilitate a unified voice on behalf of the business community, and to advocate for critical public policy and legislative priorities for the benefit of the regional economy;
  - Convene, draft, and advocate for legislative priorities at both the federal and state levels on behalf of business
  - Advocate for critical infrastructure necessary for economic development
  - Plan and implement a Joint Chambers' Olympia Fly-In to advocate for business priorities for the Spokane region
  - Plan and implement a Joint Chambers' DC Fly-In to advocate for business priorities for the Spokane region
  - Advocate for international trade policies that support local business efforts to expand their customer base
  - Provide access to the GSI Board of Trustees to educate the business community on key city projects and initiatives
- **BUSINESS STARTUP, RETENTION, & EXPANSION** - Provide retention and expansion programs and business services;
  - Protect, advocate, and support the expansion of the military operations at Fairchild Air Force Base, recognizing it as the largest single-site employer in Eastern Washington
  - Assist the business community in qualifying for, and obtaining comprehensive contracting opportunities with federal, state, and local government agencies to maintain business growth and expansion
  - Connect entrepreneurs with resources and community support necessary to launch and grow new businesses
  - Provide a physical location and appropriate programming to ensure entrepreneur success
- **RECRUIT** – Support the recruitment of high performance industries that provide significant wage opportunities;
  - In coordination with regional partners, respond to inbound recruitment opportunities to diversify and enhance the region's overall economic environment
    - Respond to inbound requests for information regarding the region
    - Prepare responses to inbound Request for Proposal's (RFP's) from businesses and site selectors
  - Coordinate regional responses to inquiries from the Washington State Department of Commerce directed to GSI as the designated Associate Development Organization (ADO)
  - Deploy outbound lead-generation marketing strategy based on core assets of the region that targets the life sciences, aerospace, advanced manufacturing, and agribusiness industries
  - Engage directly with site selectors and targeted companies to educate them about the advantages of the Spokane region

- Leverage partnerships with local companies to identify companies that would augment or increase buildout of the manufacturing or life sciences supply chain in the region
- Enhance the knowledge of the region by participating in and leading local, regional, and national industry association events, and attending networking and educational events.

### **(3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES:**

The JURISDICTION may wish to collaborate and invest with GSI on additional economic development services specific to the JURISDICTION outside the EDPS. Those economic development services shall be mutually agreed upon by the parties and set forth in Attachment B, attached hereto and incorporated herein by reference. Examples may include, but are not limited to, industry gap analysis, workforce studies, or pursuit of specific grant opportunities.

### **(4) SPECIAL PROJECTS:**

GSI may undertake specific projects or activities to benefit the entire region in which the JURISDICTION seeks to participate. Those projects and activities would be in addition to the terms set forth in this AGREEMENT. Examples include, but are not limited to, public opinion polling, economic development and industry studies, and infrastructure analysis.

## **General Terms for Agreement.**

**1. Term.** This AGREEMENT shall be in full force and effect on January 1, 2020 and shall remain in effect until December 31, 2020. By mutual written consent, the PARTIES may extend the AGREEMENT for up to three additional one-year terms, which will commence on or about January 1<sup>st</sup> of each year and end on December 31 of that year.

Either party may terminate this AGREEMENT for any reason whatsoever upon thirty (30) days written notice. In the event of termination through no fault of GSI, the JURISDICTION agrees to pay GSI for all services performed to the date of the AGREEMENT termination based upon a pro rata breakdown of the monthly monetary compensation as set forth in Attachment A. Provided, however, in the event of any material breach of any provision herein, the JURISDICTION may suspend GSI's provision of any services under the terms of this AGREEMENT upon twenty-four (24) hour notification. During the time frame of any such suspension, the JURISDICTION shall not be liable for the payment of any fees or pro rata portion thereof to GSI.

For the purposes of this AGREEMENT, notice shall be deemed effective upon: (i) the day such notices are received when sent by personal delivery, (ii) the third day following the day on which the same have been deposited in the U.S. mail by first class delivery, postage prepaid addressed to the JURISDICTION or to GSI at the address set forth in Attachment A, or (iii) the next business day such notice is sent via e-mail to the e-mail provided for each PARTY in Attachment A.

**2. Payment.** GSI shall be paid monthly upon presentation of an invoice to JURISDICTION. JURISDICTION agrees to pay GSI within thirty (30) days of the JURISDICTION'S receipt of any reimbursement request. Invoices shall be submitted to the JURISDICTION at the address stated in Attachment A. GSI's reimbursement request is an acknowledgement that services have been rendered or that an advance payment is due and payable pursuant to fulfillment of obligations herein. The frequency of invoicing may be adjusted with the mutual consent of the PARTIES, and as specified herein in Attachment A.

**3. Reporting.** GSI shall provide a written report of its activities and progress as they pertain to the **Scope of Work** as set forth under Economic Development Partnership Services (EDPS) on a semi-annual basis. Additionally, GSI shall be available to present such information in person to the JURISDICTION on approximately the same frequency. The frequency of reporting and presentations may be adjusted with the mutual consent of the PARTIES. The frequency shall be set forth in Attachment A.

**4. Compliance with Laws.** The PARTIES, in the performance of this AGREEMENT, agree to comply with all applicable federal, state, and local laws and regulations to the extent that they may have any bearing on either party providing services under the terms of this AGREEMENT.

**5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions:**

- A. By executing this AGREEMENT, GSI certifies to the best of its knowledge and belief, that it:
1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
  4. Has not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

**6. Relationship of the Parties:** It is understood, agreed and declared that GSI shall be an independent contractor, and not the agent or employee of JURISDICTION, and JURISDICTION is interested in only the results to be achieved, and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of GSI. Any and all employees who provide services to JURISDICTION under this AGREEMENT shall be deemed employees solely of GSI and are not entitled to any of the benefits that JURISDICTION provides to employees of JURISDICTION. GSI shall be solely responsible for the conduct and actions of all its agents, employees, servants, subcontractors or otherwise under this AGREEMENT and any liability that may attach thereto.

**7. Records:** GSI shall make available to JURISDICTION or the Washington State Auditor, or their duly authorized representatives, at any time during its normal operating hours, all records, books or pertinent information which GSI shall have kept in conjunction with this AGREEMENT, and which JURISDICTION may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services provided under this AGREEMENT.

**8. Insurance:** GSI shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

**GENERAL LIABILITY INSURANCE:** GSI shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expenses.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must state that the JURISDICTION, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "[Name of JURISDICTION], it's Officers, Agents and Employees, are named as an Additional Insured with respect to this MEMORANDUM OF AGREEMENT between Greater Spokane Incorporated and [Name of JURISDICTION]."

**WORKERS' COMPENSATION:** If GSI has employees, it shall show proof of Workers' Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be GSI's assurance that coverage is in effect.

**PROFESSIONAL LIABILITY INSURANCE:** GSI shall provide errors & omissions coverage in the form of Professional Liability Coverage in the minimum amount of \$1,000,000.00.

Any exclusion to GSI's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Risk Management Officer of JURISDICTION. GSI's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GSI and a copy of any required endorsement(s) and returned to JURISDICTION. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice to JURISDICTION. The policy shall be endorsed, and the certificate shall reflect that JURISDICTION is named as an additional insured on the GSI's general liability policy with respect to activities under the AGREEMENT. The policy shall provide, and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed, and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by JURISDICTION shall be excess and not contributory insurance to that provided by GSI.

GSI shall provide Certificate(s) of Insurance, meeting the requirements set forth herein, to JURISDICTION within 30 days of the execution of this AGREEMENT.

Failure of GSI to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of AGREEMENT and cause for immediate termination of AGREEMENT at JURISDICTION's discretion.

Providing coverage in the above amounts shall not be construed to relieve GSI from liability in excess of such amounts.

**9. Assignment:** Neither PARTY shall assign, transfer, nor delegate any or all of the responsibilities of this AGREEMENT or the benefits received hereunder without first obtaining the written consent of the other PARTY; provided, however, that this provision shall not be interpreted to restrict GSI's right to contract out with other entities to fulfill the services set forth in this AGREEMENT.

**10. Confidentiality:** By the nature of its mission and work outlined under Section 2 (Economic Development Partnership Services), Section 3 (Additional Investment for Economic Development Services), and Section 4 (Special Projects), GSI routinely discusses and has access to the confidential information of persons not party to this Agreement ("Third-Party"), including existing area businesses, potential new businesses, and area development project coordinators. As a result, GSI is often subject to the terms of non-disclosure/non-use agreements in carrying out its work. Accordingly, all such information, whether subject to a non-disclosure agreement or not, shall at all times be proprietary and the confidential information of GSI. Such information shall not be disclosed to any party, including without limitation, JURISDICTION, without the appropriate consent of the Third-Party and at the discretion of GSI.

GSI may, from time to time, receive information from JURISDICTION, which is considered by JURISDICTION to be confidential and exempt from the applicable public disclosure laws. GSI shall not disclose such information without the prior express written consent of JURISDICTION or upon order of a court of competent jurisdiction.

The PARTIES agree public records as defined in chapter 42.56 RCW are subject to viewing and copying upon request unless exempt from disclosure under the Public Records Act. JURISDICTION's promises of confidentiality cannot override its obligations under the Public Disclosure Act. Accordingly, in the event of receipt of a public records request for a document which was received by the JURISDICTION under this AGREEMENT, the JURISDICTION agrees to provide GSI with a copy of the public records request and its proposed response, taking into consideration the exemptions allowed under the Public Records Act and allow GSI a ten (10) day time frame to seek judicial relief to prevent disclosure.

**11. Entire Agreement:** This AGREEMENT constitutes the entire and complete agreement between the PARTIES and supersedes any prior oral or written agreements. No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

**12. Jurisdiction and Venue:** This AGREEMENT is entered into in Spokane County, Washington and Washington law shall apply. Disputes between JURISDICTION and GSI shall be resolved in the Superior Court of the State of Washington in Spokane County.

**13. Cost and Attorney's Fees:** The PARTIES hereby expressly agree that in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorney's fees and costs.

**14. No Exclusivity:** This AGREEMENT is not an exclusive services agreement. GSI may take on other professional assignments while completing the work elements/tasks set forth herein.

**15. Payment of Taxes:** This AGREEMENT is for the employment of GSI as an independent contractor. GSI holds itself out as an independent contractor. GSI shall be solely responsible for paying any and all taxes associated with its business as related to this AGREEMENT.

**16. Anti-kickback:** No officer or employee of JURISDICTION, having the power or duty to perform an official act or action related to this AGREEMENT shall have or acquire any interest in this AGREEMENT, or have solicited, accepted, or granted a present or future gift, favor, service or other thing of value from any person with an interest in this AGREEMENT.

**17. Business Registration:** GSI shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If GSI does not believe it is required to obtain a business registration, it may contact the JURISDICTION to request an exemption status determination.

**18. Severability:** If any section, sentence, clause or phrase of this AGREEMENT should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this AGREEMENT. If at any time during the term Agreement, applicable state or federal statutes or regulations are amended, revised, or interpreted in such a manner as to require modification of the terms and conditions of this Agreement, this Agreement shall be deemed to be automatically amended to conform to the requirements of such statutes and regulations.

**19. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed original, and such counterparts together shall constitute one instrument.

**20. No Waiver.** The failure of a party to object to or take affirmative action with respect to any conduct of another party which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or any future violations of the provisions of this Agreement.

**21. Attachments:** Attachments attached and incorporated into this AGREEMENT are:

1. Attachment "A",
2. Attachment "B" (if applicable), and
3. Insurance Certificates.



IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed on date and year opposite their respective signatures.

**SPOKANE REGIONAL CHAMBER OF COMMERCE  
& ECONOMIC DEVELOPMENT COUNCIL DBA  
GREATER SPOKANE INCORPORATED**

**CITY OF CHENEY**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:**

**Approved As To Form:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

# ATTACHMENT A

## City of Cheney

### Population Calculation:

Via US Census Bureau (estimated, July 1, 2019) 12,403

### Fees:

Base Investment \$10,250.00

### Economic Development Partnership Services (EDPS)

The PARTIES acknowledge and aspire to eventually reach a goal of utilizing a rate of \$0.50 per resident as a basis for payment under this funding category but recognize the ability to do so must be balanced against other budgetary considerations faced by the City each budget cycle.

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**TOTAL ANNUAL FEE \$10,250.00**

**(Same amount as 2019 - \$10,250 per year)**

**Notices:** All notices or other communications shall utilize the addresses set forth below for the PARTIES:

#### GREATER SPOKANE INCORPORATED:

Alisha Benson  
Chief Executive Officer  
Greater Spokane Incorporated  
801 W Riverside, Suite 100  
Spokane, WA 99201

E-Mail Address:  
abenson@greaterspokane.org

#### CITY OF CHENEY:

Mark Schuller  
City Administrator  
City of Cheney  
609 2<sup>nd</sup> Street  
Cheney, WA 99004

E-Mail Address:  
mschuller@cityofcheney.org

**Invoicing Frequency:** (if other than that set forth in the AGREEMENT). GSI shall invoice the City of Cheney at the beginning of the calendar year.

**Reporting Frequency:** (if other than that set forth in the AGREEMENT).