



Regular City Council Meeting Agenda
City Council Chambers
March 27, 2108 - 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 March 13, 2018

Documents:

[3-13-18.DOCX](#)

- D. Vouchers/Payroll

Voucher Total = \$1,105,000.86

- E. Claims For Damages

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

3D Band - Summer Concert = \$300

Jan Harrison - Summer Concert = \$300

Kaylene Folks - Zumba Classes = 70% Of Fees Collected

Kosta La Vista - Summer Concert = \$300

Mojo Box - Summer Concert = \$300

Katelyn Lettich - Dance Classes = 70% Of Fees Collected

Scattergun - Summer Concert = \$300

- G. Information Items

- H. Appointments

- I. Citizen Comments: Open To Public (Two Minute Limit)

- J. Action Items

Public Hearings

Resolutions

1. 18-023 - Resolution E-599 - Betz Elementary CUP

Cheney School District applied for a Conditional Use Permit to add approximately 7,200 square feet of new classrooms to the existing building. The City's Hearing Examiner held a Public Hearing on February 21, 2018. The Hearings Examiner Final Order was received on March 5, 2018 and is a recommendation to City Council for approval of the Final Order.

Documents:

[CCAR 18-023 BETZ ELEMENTARY CUP 3-13-18.PDF](#)
[RES E-599 LUA2018-001 BETZ ELEM CUP.PDF](#)
[LUA2018-001 BETZ ELEMENTARY CUP DECISION.PDF](#)

2. 18-027 - Resolution E-603 - Lease Agreement With Lamar Outdoor Advertising

A resolution of the city council of the City of Cheney, Washington, authorizing the Mayor to sign a lease agreement for an advertising billboard located a 0 W. First Street, Parcel 13144.2004. Lease provides for \$1,500 per year in revenue, up from \$1,000 in previous years.

Documents:

[COUNCIL ACTION FORM FOR LAMAR OUTDOOR ADVERTISING LEASE 2018.PDF](#)
[RES E-603 - LAMAR OUTDOOR ADVERTISING LEASE AGREEMENT.PDF](#)

3. 18-028 - Resolution E-604 - EWU Advertising Agreement

EWU Athletic Department Advertising program will provide needed advertising of the Light Departments Conservation Program for 2018/2019 and 2019/2020.

Documents:

[ACTION 18-028 EWU ATHLETIC AGREEMENT.PDF](#)
[RES E-604 EWU ADVERTISING AGREEMENT.PDF](#)
[CITY OF CHENEY LIGHTS 2018-2020.PDF](#)

Ordinances

1. 18-030 - Ordinance X-25 - Amend Petty Cash & Change Funds

Ordinance X-25 will amend the current petty cash/change fund ordinance to include a \$5,000 imprest account to allow for miscellaneous purchases and to increase the Parks and Recreation change drawer used at the City Pool from \$25.00 to \$75.00.

Documents:

[18-030 - AMEND PETTY CASH-CHANGE FUND.PDF](#)
[PETTY CASH ORDINANCE 2018 X-25.PDF](#)

Other Business

K. Staff Reports

L. Mayor's Report

M. Council Reports

N. Executive Session

O. Adjournment

REGULAR CITY COUNCIL MEETING

March 13, 2018

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 Nixon, Councilmember Schmidt, Councilmember Weiszmann, Councilmember Gaard, and Councilmember Taves. Staff members present included Mr. Schuller, Ms. Niemeier, Mr. Schwartz, Mr. Hensley, Mr. Ableman, Mr. Boorman, Mr. Jenkins, Mr. Ybarra, Mr. J. Anderson, Mr. Walter, and Mr. Keogh. Councilmember Hilton was excused.

C. Minutes of the Regular City Council meeting of February 27, 2018 were approved as distributed.

D. Claims and Vouchers nos. 142684, 142685, 142716 through 142815, and February interdepartmental billing in the amount of \$283,086.73, payroll warrants nos. 61478 through 61532 in the amount of \$19,775.27; direct deposits in the amount of \$373,945.76, claims warrants nos. 142654 through 142683 and 142686 through 142689 in the amount of \$424,104.52; and transfers to claims clearing fund for distribution of previously expensed and reported benefit adjustments in the amount of \$14,864.43 for a total payroll of \$832,689.98 were approved as read. Warrant 142671 was voided and replaced by warrant 142689.

E. Claims for Damages None

F. Small Contracts The small contract was previously approved.

G. Information Items Mr. Jenkins introduced the newest firefighter and paramedic, Ciaran Keogh. Karl Otterstrom, STA, provided an update on service revisions for 2018.

H. Appointments None

I. Citizen Comments None

J. Action Items

1. 18-024 – Resolution E-600 – Electric Power and Service Contract BitPro Mr. Boorman stated that this is a contract with BitPro. It is a data center that is going in on Cheney-Spokane Road. They are a large load. Mr. Schwartz stated that the language in this contract is similar to other contracts of this type. He explained changes made to the contract. Councilmember Schmidt moved for approval of Resolution E-600. Councilmember Weiszmann seconded. Carried unanimously,

2. 18-025 – Resolution E-601 – Electric Rate Resolution Modification for Large Single Load Mr. Boorman stated that this is the rate for this specific customer. It is the same as the industrial rate. Councilmember Weiszmann moved for approval of Resolution E-601. Councilmember Gaard seconded. Carried unanimously.

3. 18-026 – Resolution E-602 – Consulting Service Contract with Jennifer Ziegler Mr. Schuller stated that this is a contract with our lobbyist who keeps the City's interest in front of the legislators. It is the same as 2017. Ms. Ziegler has proven her worth. Councilmember Nixon moved for approval of Resolution E-602. Councilmember Gaard seconded. Carried unanimously.

K. Staff Reports Mr. Ableman stated that Cheney Clean Sweep is April 21. There will be a change to the drop off location for building materials. It will be at the Utility Building. The Recycling Center will be opened earlier that day.

L. Mayor's Report Mayor Grover stated that Jennifer is really important to Cheney. The National Council for Home Safety and Security announced that Cheney is one of the safest cities in Washington. We are ranked 39 of 281 incorporated cities. We were recognized as a Well City by AWC.

M. Council Reports Mr. Schmidt thanked Mayor Grover and Mr. Schuller for their work with Ms. Ziegler in getting the legislature to include \$750,000 for Well 3 redevelopment. There will be a Public Works Committee meeting Thursday at 1 p.m. Councilmember Taves stated that there is an open house Thursday from 6-8 p.m. at the library for the Cheney Depot Society. Mayor Grover thanked staff for their work.

N. Executive Session None

O. Adjournment Councilmember Taves moved to adjourn the meeting. Councilmember Gaard seconded. Carried unanimously. The meeting was adjourned at 6:39 p.m.

City Clerk

Mayor

CITY OF CHENEY
CITY COUNCIL ACTION REQUEST

ISSUE:	Betz Elementary Conditional Use Permit	AGENDA ITEM #:	18-023
DEPT. OF ORIGIN:	Planning	DATE:	3/6//2018

EXHIBITS ATTACHED OR REFERENCED:	(1) Resolution E-599 (2) Hearings Examiner Final Order
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Council Committee Recommendation	Yes		No		None	X
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DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
Public Works/TA	TA			

FISCAL IMPACT	EXPENDITURE REQUIRED:	None	AMOUNT BUDGETED	0
	APPROPRIATION REQUESTED:			

SUMMARY:	Cheney School District applied for a Conditional Use Permit to add approximately 7,200 square feet of new classrooms to the existing building. The City's Hearing Examiner held a Public Hearing on February 21, 2018. The Hearings Examiner Final Order was received on March 5, 2018 and is a recommendation to City Council for approval of the Final Order.
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COUNCIL ACTION REQUESTED:	Passage of Resolution E-599
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APPROVED FOR AGENDA

 DISAPPROVED

March 27, 2018

COUNCIL MEETING DATE

MAYOR/CITY ADMINISTRATOR

City of Cheney
609 Second Street
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON
RESOLUTION E-599**

**A RESOLUTION APPROVING BETZ ELEMENTARY CONDITIONAL USE PERMIT
LUA2018-001**

WHEREAS, the Cheney School District has applied for a Conditional Use Permit to add a 7,200 square feet to the existing Betz Elementary School building. This includes seven classrooms connecting to the north wing, and

WHEREAS, A public Hearing was conducted by the City's Hearing Examiner on February 21, 2018, and

WHEREAS, A Final Order was received on March 5, 2018 with a recommendation to City Council for approval of the Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cheney:

Section 1. The City Council adopts the Hearing's Examiner Final Order (written findings-of-fact) and recommendation on this proposal dated March 5, 2018 in support of this resolution, thereby approving LUA2018-001 and the corresponding conditions of approval.

ADOPTED by the City Council of the City of Cheney at a regular meeting this **27th Day of March, 2018** at the Cheney City Council Chambers, 609 Second St, Cheney, WA 99004.

Chris Grover, Mayor

Attest:

Approved as to Form:

Cynthia L. Niemeier, City Clerk

CITY OF CHENEY HEARING EXAMINER PRO TEM

Re: Conditional Use Permit Application by) FINDINGS, CONCLUSIONS,
Jeff McClure on behalf of Cheney) AND DECISION
School District #360 to authorize a)
7,200 square foot addition to an)
existing elementary school building) FILE NO. LUA2018-001
located at 317 N. 7th Street, Cheney,)
Washington.)

SUMMARY OF PROPOSAL AND DECISION

Proposal: Jeff McClure, on behalf of the Cheney School District #360, seeks a conditional use permit in order to allow the construction of a single-story, 7,200 square foot addition to an existing elementary school building. The addition will include seven new classrooms and will be connected to the north wing of the school. The addition will also include storage, restrooms, and building systems (e.g. IT, HVAC, etc.).

Decision: The Hearing Examiner recommends approval of the conditional use permit application, subject to conditions.

FINDINGS OF FACT
BACKGROUND INFORMATION

Applicant: Jeff McClure
Cheney School District #360
12114 S. Andrus Road
Cheney, WA 99004

Owner: Cheney School District #360
12114 S. Andrus Road
Cheney, WA 99004

Property Address: 317 N. 7th Street, Cheney, WA 99004

Property Location: This project is located near the intersection of North 6th Street and Oakland Street, in the city of Cheney, Washington.

Legal Description: The abbreviated legal description of the property is as follows: PTN of Section 12, Township 23 North, Range 41 East, W.M. The tax parcel numbers of the property are 13123.0201; 13123.0105; 13123.1501; 13123.1604; and 13123.0301.

Zoning: The property is zoned R-1 (Single-Family).

Comprehensive Plan Map Designation: The property is designated as Residential (Low Density) in the city's Comprehensive Plan.

Site Description: The parcel is flat, irregular in shape, and is approximately 16.1 acres in size. There is a 52,000 square foot elementary school building on this site. The site

includes a parking area with ninety (90) parking spaces. The remaining area is landscaped.

Surrounding Zoning and Uses: The site is surrounded by properties that are zoned R-1 (Single Family). To the north and adjacent to the site is Cheney High School. To the immediate west is Hagelin Park. The uses farther to the west, and to the south and east, are residential. The site is located in a residential neighborhood.

PROCEDURAL INFORMATION

Authorizing Ordinances: Cheney Municipal Code (“CMC”) 21.20 (Low Density Residential); CMC 21.58 (Conditional Use Permits); and CMC 23.030 (Land Use Reviews).

Notice of Application/Public Hearing: Mailed: January 19, 2018
Posted: January 23, 2018
Publication: February 1, 2018

Public Hearing Date: February 21, 2018

Site Visit: February 21, 2018

SEPA: A Mitigated Determination of Nonsignificance (“MDNS”) was issued by the City of Cheney on December 5, 2017. The MDNS was not appealed.

Testimony:

Brett Lucas, City Planner
City of Cheney Planning Department
12 Anderson Road
Cheney, WA 99004-1866

Jeff McClure
Cheney School District #360
12114 S. Andrus Road
Cheney, WA 99004

Todd Ableman, Director of Public Works
City of Cheney Planning Department
12 Anderson Road
Cheney, WA 99004-1866

Exhibits:

1. Planning Services Staff Report
- A-1 Land Use Application
- A-2 Conditional Use Permit
- B-1 Grading and Stormwater, Landscape, Furniture Plans
- B-2 Environmental Checklist dated 11-28-17
- B-2a Trip Generation Growth Estimate by Morrison Maierle, dated 10-17
- B-3 Mitigated Determination of Nonsignificance
- C-1 Notice of Application
- C-2 Affidavit of Mailing dated 01-19-18, with Attachment A, address listing
- C-3 Affidavit of Property Posting dated 01-23-18, and copy of sign posted
- C-4 Affidavit of Publication dated 02-01-18, with copy of published notice

- D-1 Letter of Completeness dated 01-17-18
 - D-2 Letter dated 01-18-18, to Jeff McClure from Brett Lucas re Notice of Application
 - D-3 Department of Ecology comment letter dated 12-18-18
 - D-4 Email dated 02-13-18 to Brett Lucas from Todd Ableman re Trip Generation Growth Estimate
2. Hardcopy of PowerPoint presentation

FINDINGS AND CONCLUSIONS

To be approved, the proposed conditional use permit must comply with the criteria set forth in Cheney Municipal Code section 21.58 (Conditional Use Permits), as well as the provisions of sections 21.20 (Two Family Residential) and 23.30 (Land Use Reviews). The Hearing Examiner has reviewed the proposed conditional use permit and the evidence of record with regard to this application and makes the following findings and conclusions:

1. *The proposal is allowed under the provisions of the land use codes. See CMC 21.20.010 et seq.*

The project site is zoned Single-Family Residential Zone (“R-1”), a residential category. Schools are not permitted as a matter of right in an R-1 zone. See CMC 21.20.030. However, “schools” are allowed as conditional uses in the R-1 zone. See Table 21.20.030-1. Thus, provided that the relevant criteria for conditional uses are satisfied, and the proposal otherwise conforms to the municipal code, the proposed use is permitted in the R-1 zone. Given that the use is authorized, albeit on a conditional basis, the next question is whether the proposal satisfies the minimum design standards in the applicable zone.

The school addition satisfies the minimum development standards of the Cheney Municipal Code. See CMC 21.20.040 & 21.20.050(K). More specifically, the proposal fulfills the design requirements of the R-1 zone, including minimum lot size and width, minimum setbacks (front, side, street side, and interior side), maximum lot coverage, and maximum building height. See Staff Report, p. 3.

Type III open area landscaping is also a design requirement of this project. See Staff Report, p. 4. However, this requirement will be fulfilled in conjunction with planned improvements to the Cheney High School. See *id.* The Director of Public Works and the Planning Director proposed that the landscaping improvements be fulfilled on a deferred basis. *Testimony of T. Ableman & B. Lucas.* So long as the landscaping is a part of the required improvements for the project, the Hearing Examiner concludes that there is some flexibility on the timing of the work.

The proposal also satisfies the requirements for parking areas. Under the current parking regulations, a school must provide one parking space for every 4 seats or 8 feet of bench length in an auditorium or assembly room, whichever is larger. See Table 21.40.020-1. The school currently has 90 spaces available on-site, and additional parking by joint use agreement on the grounds of Cheney High School. Based upon the parking standards, the existing school needs only 55-60 parking spaces. *Testimony of T. Ableman & B. Lucas.* The additional parking needed as a result of the addition will not come close to reaching the 90 spaces already available. See *id.* Even if the addition did create a requirement for more than 90 spaces, the joint parking agreement with Cheney High School would address the need. See *id.*

The Hearing Examiner concludes that the project is permitted under the zoning code, and satisfies the applicable design requirements of the zone. As a result, this requirement for approval is satisfied.

2. *The proposal is not detrimental to the health, safety or general welfare of the surrounding area. See CMC 21.58.025(1).*

The site is currently developed with an elementary school. The addition to the existing facility will allow the school to accommodate its growing enrollment. See Staff Report, p. 6. An additional entrance will be added for the safety of the students, faculty, and visitors. See *id.* This is a further enhancement of the facility.

There were no comments, testimony, or other evidence that the school operations have created any detriment to the neighboring properties or surrounding community. Similarly, there was no suggestion that the expanded operation would have adverse impacts on the surrounding area.

The Hearing Examiner concludes that the proposal is not detrimental to the health, safety or general welfare of the surrounding area, and therefore this criterion is satisfied.

3. *The proposed use is consistent with the intent of the Cheney Comprehensive Plan. See CMC 21.58.025(2).*

The proposed expansion of the existing elementary school is consistent with the intent of the comprehensive plan.

The school is proposing an expansion in order to accommodate increasing student populations. The expansion will help grow and maintain Cheney as a self-reliant community, and aid in providing services to its citizens, consistent with Goal 13. See Cheney Comprehensive Plan ("CP"), Land Use, Goal 13, p. 3-13. The project furthers the policy which seeks to collaborate with the Cheney School District (and other institutions) to increase public access to technology related training and education. See CP, Economic Development, Policy 14, p. 7-13. In addition, as the school expands, there will be a need for additional local, living-wage jobs, a result promoted by Policy 2. See CP, Economic Development, Policy 2, p. 7-11. Providing new educational facilities and additional resources is good for the community. The project helps keep Cheney's neighborhoods vital, safe, and attractive, in accordance with Goal 5. See CP, Land Use, Goal 5, p. 3-12.

Expansion of the facility, in its current location, also serves the intent of Policy 31, which is to "[p]romote land use and growth patterns that ensure all residents are within walking distance of civic and service amenities." See CP, Land Use, Policy 31, p. 3-18. In addition, granting the application will favor growth within the existing urbanized area over development on the perimeter, also a stated objective of the comprehensive plan. See CP, Land Use, Policy 38, p. 3-18.

The project is also consistent with the Comprehensive Plan in other respects, as discussed in the Staff Report. The Hearing Examiner agrees with the Staff's analysis and conclusions in this respect.

The proposal is consistent with the goals and policies of the comprehensive plan. As a result, the Hearing Examiner concludes that this criterion is satisfied.

4. *The proposed use is compatible with neighboring properties with respect to noise, odors, air pollution, light and glare, wastes, vibration, traffic, physical hazards, and similar matters. See CMC 21.58.025(3).*

School operations will not be incompatible with neighboring properties because of noise, odor, or other potential nuisances. The proposal is a relatively small (7,200 square feet) addition to an existing elementary school. The addition will not materially increase noise, wastes, odors, traffic, or physical hazards above pre-existing levels. See Staff Report, p. 6. An elementary school is not a significant source of nuisance conditions in the first place. See Exhibit A-2. There was no evidence that existing school operations or activities were incompatible with nearby residences, and there is no reason to believe that the addition will have different results in terms of impacts to the neighborhood.

There will be some impacts from construction and traffic. For example, there will be some noise generated during construction activities. There will be some dust and air emissions from trucks or equipment on the construction site. There will also be traffic to and from the site during the construction. However, those effects are temporary and can be mitigated by limiting the hours of operation or other construction mitigation measures.

There will also be additional traffic to and from this site after the expansion is completed. However, the project will only add 15 PM peak hour trips to the traffic load. See Exhibits B-2 (Environmental Checklist ¶ B(14)(f)) & B-2a (Trip Generation Growth Estimate). This is far below the threshold that would trigger additional traffic analysis or the imposition of traffic mitigation measures.

On December 5, 2017, the City of Cheney issued a Mitigated Determination of Nonsignificance for this project. See Exhibit B-3. On this record, the city received no comments on the MDNS or the mitigating measures described in the DNS. There was no evidence or testimony presented at the hearing suggesting that there were significant environmental impacts arising from this proposal.

The Hearing Examiner concludes that the proposal is compatible with neighboring properties, and does not create any significant impacts from noise, odors, or other potential nuisances listed in CMC 21.58.025(3). As a result, this criterion for approval is satisfied.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to recommend approval of the proposed conditional use permit subject to the following conditions:

1. Approval is for a conditional use permit to allow the Cheney School District #360 to construct a 7,200 square foot addition to an existing elementary school building, along with related improvements, in a manner consistent with the Land Use Application submitted and included in the record as Exhibit A-1 and the Site Plan Documents submitted and included in the record as Exhibit B-1.

2. The site plan that is included with building permit plans and construction drawings shall be in substantial conformance with the standards, regulations, findings and conditions that

are set forth herein. No occupancy or construction shall occur on the property until the City has reviewed and accepted plans and information sufficient for the issuance of a Building Permit.

3. Type III Landscaping (6 feet wide) along Oakland Street is required but may be deferred and completed as part of the Cheney High School expansion project.

4. The project shall satisfy the minimum fire apparatus access standards set forth in the International Fire Code and Title 18 of the municipal code.

5. Prior to demolition, alteration, or renovation of a structure, a thorough AHERA survey must be conducted by certified personnel to ascertain the presence of Asbestos-Containing Material (ACM) in all affected areas per the Spokane Regional Clean Air Agency.

6. The following note shall be placed on the site plan and the grading plan: *If any cultural resources are discovered in the course of undertaking the development activity, the Washington State Department of Archaeology and Historic Preservation in Olympia and City of Cheney Community Development Department shall be notified. Failure to comply with these State requirements may constitute a Class C felony, punishable by imprisonment and/or fines (<http://www.dahp.wa.gov/>).*

7. Prior to the issuance of any building permits, all applicable fees shall be paid to the City of Cheney.

8. The applicant shall ensure sediment does not impact adjacent properties or the surrounding public roads during construction.

9. Appropriate erosion control measures shall be in place during construction.

10. The applicant shall minimize the tracking of dirt onto roadways during construction.

11. If necessary, water sprays are required to control dust emissions during excavation, grading and construction.

12. The applicant shall repair any damage to public streets and alleys due to construction activity.

13. Sidewalk access and public safety shall be maintained at all times during construction.

14. The applicant shall provide a plan/haul route showing where fill materials will be going off-site. This can be part of the grading/building permit process.

15. This approval does not waive the applicant's obligation to comply with all of the requirements of the Cheney Municipal Code including the development codes, as well as requirements of City Departments and outside agencies with jurisdiction over land development.

16. The time frame for expiration of this approval is set forth in Cheney Municipal Code section 21.58.030.

DATED this 5th day of March 2018.



Brian T. McGinn
City of Cheney Hearing Examiner Pro Tem

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by sections 2.60.064 and 23.120.030-035 of the Cheney Municipal Code.

Decisions of the Hearing Examiner regarding conditional use permits are recommendations to the city council. The Hearing Examiner's recommendation may be appealed to the City Council. All appeals must be submitted in writing, with the appropriate fee, and filed with the City Clerk, within fourteen (14) calendar days from the date the written decision is issued. The date of the decision is the 5th day of March, 2018. **THE DATE OF THE LAST DAY TO APPEAL IS THE 19th DAY OF MARCH, 2018, AT 5:00 P.M.**

After a timely appeal has been filed and upon payment of the applicable fees, a hearing will be held by the city council in accordance with adopted appeal procedures.

CITY OF CHENEY
CITY COUNCIL ACTION REQUEST

ISSUE Lease agreement with Lamar Outdoor Advertising AGENDA ITEM# 18-027

DEPT. OF ORIGIN: City Administrator DATE 3/27/2018

EXHIBITS ATTACHED OR REFERENCED: Resolution E-603
 Lamar Outdoor Advertising Lease Agreement

Council Committee Recommendation Yes No None

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

FISCAL IMPACT	EXPENDITURE REQUIRED Additional	AMOUNT BUDGETED
	APPROPRIATION REQUESTED \$-0-	

SUMMARY: A resolution of the city council of the City of Cheney, Washington, authorizing the Mayor to sign a lease agreement for an advertising billboard located a 0 W. First Street, Parcel 13144.2004. Lease provides for \$1,500 per year in revenue, up from \$1,000 in previous years.

COUNCIL ACTION REQUESTED: Approval of Resolution E-603 authorizing the Mayor to sign the agreement.

_____ APPROVED FOR AGENDA

_____ DISAPPROVED

3/27/2018
 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-603

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CHENEY, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT WITH LAMAR
OUTDOOR ADVERTISING FOR THE USE OF A BILLBOARD ON CITY PROPERTY**

WHEREAS, the City of Cheney owns parcel 13144.2004 located at 0 W. First Street; and

WHEREAS, the City of Cheney has an advertising billboard on the parcel;

WHEREAS, Lamar Outdoor Advertising, has leased the billboard from the City of Cheney from the date Cheney obtained ownership of the property and would like to continue; and

WHEREAS, this lease will provide revenue of \$1,500 per year, with a 5% increase after five years, to the city through the lease terms:

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Cheney authorizes the Mayor to sign a ten year lease agreement with Lamar Outdoor Advertising.

ADOPTED, on this 27th day of March, 2018 by the Cheney City Council at their regularly scheduled council, meeting at Cheney Council Chambers, 609 2nd Street, Cheney, WA 99004.

CITY OF CHENEY

Chris Grover, Mayor

ATTEST:

Cynthia L. Niemeier, City Clerk

CITY OF CHENEY

CITY COUNCIL ACTION REQUEST

ISSUE:	EWU Athletic Agreement for Advertising of Conservation Program	AGENDA ITEM #:	18-028
DEPT. OF ORIGIN:	Light Department	DATE:	3/19/18

EXHIBITS ATTACHED OR REFERENCED:	(1) Resolution E-604 (2) 2 Year Agreement
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Council Committee Recommendation	Yes		No		None	
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DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
Light Dept/SB	SB			

FISCAL IMPACT	EXPENDITURE REQUIRED:	\$ 10,000.00 a year	AMOUNT BUDGETED	\$10,000.00
	APPROPRIATION REQUESTED:	\$ 10,000.00 a year		

SUMMARY:	EWU Athletic Department Advertising program will provide needed advertising of the Light Departments Conservation Program for 2018/2019 and 2019/2020.
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COUNCIL ACTION REQUESTED:	Passage of Resolution E-604
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___ **APPROVED FOR AGENDA**

___ **DISAPPROVED**

March 27, 2018

COUNCIL MEETING DATE

MAYOR/CITY ADMINISTRATOR

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

**CITY OF CHENEY, WASHINGTON
RESOLUTION E-604**

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN EWU ATHLETIC DEPARTMENT AND CHENEY LIGHT DEPARTMENT TO PROVIDE ADVERTISING FOR CONSERVATION PROGRAM

WHEREAS, the City of Cheney Light Department has a need for continuing the advertising of our BPA Conservation program in 2018/2019 and 2019/2020; and

WHEREAS, the EWU Athletic Departments advertising program has multiple methods for advertising our program as to encourage customers to inquire and or participate in conservation program; and

WHEREAS, with this advertising agreement the City of Cheney will receive tickets to attend various EWU Athletic Events which will be used by City employees to boost morale and encourage involvement.

NOW THEREFORE, BE IT RESOLVED the Cheney City Council by majority vote hereby authorize the Mayor to sign the two year advertising agreement between EWU Athletic Program and the Cheney Light Department.

ADOPTED, on this **27th day of March, 2018** by the Cheney City Council at their regularly scheduled meeting at the Cheney Council Chambers, 609 Second Street, Cheney, WA 99004

Chris Grover, Mayor

Attest:

Cynthia L. Niemeier, City Clerk



Eagles Sports Properties, LLC

MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT (“Agreement”) is made and entered as of the 16th day of March, 2018 between City of Cheney Light Department (“Sponsor”) and Eagles Sports Properties, LLC, a Missouri limited liability company qualified to do business in the State of Washington (“Provider”).

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for Eastern Washington athletics (“University”).
- B. Sponsor wishes to further its exposure of its products and/or services through its association with University and by sponsoring University athletics.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Sponsor and Provider (the “Parties”) agree as follows:

1. Term of Agreement. This Agreement shall cover the following athletic year(s) which are measured from July 1 to June 30 (the “Term”) and includes performance commenced prior to the execution of this Agreement: 2018-2019, 2019-2020.

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by their nature shall survive termination including Sponsor’s payment obligations to Provider under Paragraph 3 below.

2. Sponsorship Benefits. During the Term, provided that Sponsor fulfills all of its payment obligations to Provider, Sponsor will receive the benefits described on Exhibit A attached to this Agreement and made a part hereof and no others (the “Benefits”). Unless otherwise specifically stated in Exhibit A or elsewhere in this Agreement, all Benefits are for the regular season only. If for any reason other than a Force Majeure condition described in Paragraph 5 of this Agreement, Provider is unable, for any other reason, other than due to Sponsor’s fault, to provide Sponsor with a Benefit described in Exhibit A, Provider shall give written notice to Sponsor and offer Sponsor mutually agreeable make-good benefits in direct and fair proportion to the benefits which Provider cannot provide to Sponsor (“Alternative Make-Good Benefits”). The Alternative Make-Good Benefits may not, however, include tickets, hospitality, catering or similar benefits which involve an out-of-pocket cost to Provider. The Alternative Make-Good Benefits shall be subject to Sponsor’s approval, which approval will not be unreasonably withheld, delayed or conditioned. Until such time as the Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above. If Alternative Make-Good Benefits are not agreed upon, this Agreement shall not terminate, but rather the sponsorship fee to be paid by Sponsor will be adjusted to reflect the benefits which are not available to Sponsor.
3. Payment Obligations of Sponsor. In consideration of the Benefits to be provided to Sponsor by Provider, Sponsor will pay Provider the amounts set forth below at the times set forth below:

Athletic Year

Cash Billing Totals as Follows:

2018-2019 - \$10,000 as follows:

01/01/2019 - \$10,000.00

2019-2020 - \$10,000 as follows:

01/01/2020 - \$10,000.00

Total Payment Due: \$20,000

Please make all checks payable to Eagles Sports Properties, LLC. All late payments are subject to a late payment fee of 2% per month (24% APR) or the highest rate allowed by law together with all costs and expenses of collection including attorneys' fees and court costs.

If Sponsor does not pay when due any amount payable Provider, then Provider may give notice of such breach and, if such amount is not paid within ten (10) days after such notice is given, then Provider may terminate this Agreement by giving notice of termination within thirty (30) days after such ten (10) day period. If Provider terminates this Agreement under this Paragraph 3, then Provider will have no further obligations under this Agreement to Sponsor and Sponsor will continue to be liable to Provider for such amount and for all other damages arising out of or resulting from Sponsor's breach including the payment of all remaining sponsorship fees under this Paragraph 3.

4. Extended-Season Radio. If any of the Benefits described on Exhibit A include radio broadcasting sponsorships, then the Benefits relating to such sponsorships shall only include 12 regular season football broadcasts and 29 Regular Season Men's Basketball Broadcasts. If Provider's network broadcasts additional games (beyond 12 for football and 29 for basketball), the sponsorship will continue for those game at the regular season rate outlined in Exhibit A. Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively.
5. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing party's control and without such party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockouts ("Force Majeure"). If any Force Majeure condition affects Provider's ability to perform its obligations set forth hereunder, Provider shall give written notice to Sponsor, and Provider will offer mutually agreeable make-good benefits to Sponsor in direct and fair proportion to the benefits not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). The Make-Good Benefits shall be subject to Sponsor's approval which approval will not be unreasonably withheld or delayed. Until such time as the Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above. If Make-Good Benefits are not agreed upon, this Agreement shall not terminate, but rather the sponsorship fee to be paid by Sponsor will be adjusted to reflect the benefits which were not available to Sponsor.
6. University Marks. To the extent that any of the Sponsor's Benefits described in Exhibit A hereto include the right to make use of University's athletic logos or trademarks ("School Marks"), Sponsor agrees that its use of School Marks is non-exclusive, limited and non-transferable and must be approved by the Provider and/or the University prior to its use. Sponsor further agrees that it may not make use of School Marks in any retail promotion or sale of a product without the approval of the University or its authorized agent and the payment of any required license fee. All right, title and interest in and to the School Marks is and shall remain the sole and exclusive property of Provider.
7. Indemnification. To the fullest extent permitted by law, each Party agrees to indemnify, defend and hold the other party, including its members, officers, directors, employees, and other agents, harmless from any and all liability (including, without limitation, reasonable attorney's fees, costs and expenses) resulting from or related to any claim, complaint and/or judgment for any negligent act or acts of intentional misconduct arising under this Agreement or any breach of this Agreement.
8. Miscellaneous. Sponsor and Provider will comply with all federal, state and local laws as well as all Conference rules to which the University belongs and NCAA rules and regulations in connection with their respective performance under this Agreement. To that end, Sponsor shall not make use of any student-athlete's name or likeness (as defined by the NCAA) without advance written approval of University's compliance officer. All notices hereunder must be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt) (c) sent by certified mail, return receipt requested when received by the addressee; (d) sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (e) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the addressee. Sponsor shall not have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of Provider. In the event that either Party shall cease conducting business in the normal course, become insolvent, admit in writing its inability to meet its debts as they mature, make a general assignment for the benefit of creditors, or is the subject of a petition in bankruptcy and such petition is not dismissed within sixty (60) days from its filing, then at the option of the other Party, this Agreement shall terminate immediately and be of no further force and effect. This Agreement constitutes and contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings or agreements with respect thereto. No amendment to this Agreement shall be valid unless in writing signed by each of the Parties hereto. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such right or any other rights. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall be construed, interpreted and enforced under the laws of the State of Missouri without regard to its principles of conflict or choice of law. Sponsor and Provider are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency

relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other Party. This Agreement may be executed in counterparts by facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document.

Sponsor represents and warrants that the person whose signature appears below for Sponsor is duly authorized to execute this Agreement and legally bind Sponsor under this Agreement. This Agreement shall not be binding upon Provider until and unless it is executed by Provider's General Manager irrespective of whether Provider's Account Executive has signed the Agreement.

ACCEPTED AND AGREED AS OF THE ABOVE DATE AND IF NO DATE IS INSERTED, THEN THE FIRST DAY OF THE ATHLETIC YEAR OF THE TERM SHALL BE THE DATE OF THIS AGREEMENT:

**City of Cheney Light Department
112 Anderson Rd
Cheney, WA 99004**

**Eagles Sports Properties, LLC
207 Physical Education Building
Cheney, WA 99004**

By: _____

By: _____
Tim Shustoff

Title: General Manager

EXHIBIT A

**TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
City of Cheney Light Department
AND
Eagles Sports Properties, LLC**

BENEFITS

Print

- ✓ Football
 - 1 Program - 1/4 Page Color - 4-Color Program Ad

Radio

- ✓ Football
 - 1 Network :30 - In-game - :30 Network In-Game spot per game
- ✓ Men's Basketball
 - 2 Network :30 - In-game - :30 Network In-Game spot per game

Signage

- ✓ Basketball
 - 1 Mezzanine - Backlit - 3' x 9' East/West signage above endline walkways
- ✓ Football
 - 1 A-Frame - East Side - 3' x 9' double-sided A-Frame on the East sideline

Tickets/Hospitality

- ✓ Football
 - 4 Season Ticket - Reserved ticket for all home Football games
- ✓ Men's Basketball
 - 4 Season Ticket - Reserved ticket for all home Men's Basketball games
- ✓ Women's Basketball
 - 4 Season Ticket - Reserved ticket for all home Women's Basketball games

**CITY OF CHENEY, WASHINGTON
ORDINANCE NO. X-25**

**AN ORDINANCE OF THE CITY OF CHENEY AMENDING AND
RESTATING ORDINANCE U-65 TO PROVIDE FOR PETTY CASH, CHANGE
FUNDS, AND OTHER MATTERS PROPERLY RELATED THERETO.**

WHEREAS, to provide convenience in the operation of City business, it is reasonable and necessary to advance monies from the general fund for petty cash, which includes change funds, revolving funds, advance travel, and other funds set aside for minor disbursements, making change and similar uses;

WHEREAS, the petty cash can be used for small or emergency expenditures, refunds legally payable by the City and for cash exchanges in the transaction of the City's official business;

WHEREAS, various departments within the City find it necessary to maintain petty cash in order to conduct small financial transactions that further the City's interests; and

WHEREAS, the State Budget, Accounting and Reporting System (BARS) allows the establishment of petty cash for the purposes set forth herein.

NOW, THEREFORE, the City Council of the City of Cheney do ordain as follows:

Section 1. Modification and Restatement. The purpose of this ordinance is to modify and restate Ordinance W-65. To the extent that this ordinance is inconsistent or modifies Ordinance W-65, the terms set forth in this ordinance shall control the use and disbursement of petty cash.

Section 2. Petty Cash and Change Revolving Funds - Established. There is authorized from the general fund an appropriation of monies to establish petty cash for the following departments as specified below. The Finance Director, upon written request from the director of the below identified department, may make an advance of funds for petty cash. The advance from the general fund shall be charged to an existing

appropriation, unless the Finance Director determines such charge may be against unencumbered reserves. The custodian of each petty cash account shall be the director of the department, who shall have the responsibility of independent invoice processing, check signing, general accounting, and cash receipts functions.

A. For the Finance Department, the following petty cash amounts are authorized.

(1) One \$2,000.00 cash drawer; (2) three \$200.00 cash drawers; (3) \$200.00 for the petty cash fund; (4) \$2,500.00 for the Advance Travel Revolving Account; and (5) \$5,000.00 revolving account for miscellaneous purchases. The above petty cash shall be managed under the supervision of the Finance Director.

B. For the Mayor's Office, the following petty cash amounts are authorized.

(1) \$150.00 for small expenditures. The above petty cash shall be managed under the supervision of the Mayor.

C. For the Municipal Court, the following petty cash amounts are authorized.

(1) Three \$150.00 cash drawers; (2) \$500.00 for payment of vouchers issued by the Municipal Court; and (3) \$50.00 for small expenditures. The above petty cash shall be managed under the supervision of the Court Administrator.

D. For the Park and Recreation Department, the following petty cash amounts are authorized.

(1) One \$75.00 cash drawer; (2) \$1,000.00 for the Recreation Programming Account; (3) \$300.00 for small expenditures; (4) \$250.00 for the ECHO and summer camps; (5) one \$75.00 change drawer to be used by the community pool; and (6) one \$50.00 change drawer for use in special concession and recreational events. The above petty cash shall be managed under the supervision of the Community Recreation Director.

E. For the Police Department, the following petty cash amounts are authorized.

(1) One \$100.00 cash drawer; (2) \$1,000.00 for use as a drug fund; and (3) \$100.00 for the petty cash fund. The above petty cash shall be managed under the supervision of the Police Chief.

F. For the Public Works and Light Department, the following petty cash amounts are authorized.

(1) One \$75.00 cash drawer; and (2) \$500.00 for small expenditures. The above petty cash shall be managed under the supervision of the Light Department Director.

Section 3. Custodian. The director of the department shall have full responsibility as custodian for the petty cash accounts and its proper use under this ordinance. The Finance Director is authorized to adopt reasonable rules and practices for the use of petty cash, provided the same are approved by the Mayor. Such regulations shall conform with the petty cash requirements of the State Auditor's Office as set forth in the Washington State Budget, Accounting and Reporting System (BARS) Manual.

Section 4. Balance of Funds - Replenishment. All expenditures of petty cash that are depleted shall be replenished on a monthly basis by, check or other authorized transfer under the authority of the Finance Director.

Section 5. Receipts - Reimbursement Vouchers. Each disbursement from a petty cash shall be supported by receipt showing the amount and purpose of the expense. A record of expenditures shall be maintained by the department.

Section 6. Personal Advances. The petty cash fund shall not be used by employees for personal expenses or convenience. Any such use shall be considered a misappropriation of public funds.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, section, clause or phrase of this ordinance.

Section 8. Effective Date. This ordinance shall become effective thirty (30) days after its passage, approval, and publication.

Introduced this 27th day of March, 2018.

Passed by the City Council this ____ day of _____, 2018.

Approved by the Mayor this ____ day of _____, 2018.

Chris Grover, Mayor

ATTEST:

Cynthia Niemeier, City Clerk

APPROVED AS TO FORM:

Stanley M. Schwartz, City Attorney