

CITY OF CHENEY, WASHINGTON
ORDINANCE NO. Y-37

An Ordinance fixing the salaries and compensation for appointive officers and employees of the City of Cheney, fixing the effective date thereof, repealing **Ordinance Y-28** and providing for the effective date hereof.

The City Council of the City of Cheney do ordain as follows:

Section 1. The salaries and wages of the various appointive officers and employees are fixed as set out in this Ordinance. The salaries and wages as set out herein shall be effective from and after January 1, 2022 and shall remain in effect until changed by the City Council by Ordinance duly enacted. All salaries and wages are stated at the rate per month except where otherwise indicated. Figures are shown to be bottom and top of ranges.

Section 2. Non-Union

City Administrator	NUE	102	\$10700-\$12479
Light Director	NUE	98	\$8906-\$10794
Public Works Director	NUE	98	\$8906-\$10794
Finance Director	NUE	98	\$8906-\$10794
Police Chief	NUE	98	\$8906-\$10794
Fire Chief	NUE	98	\$8906-\$10794
Interim Police Chief			\$7800-\$10794
Police Captain			\$8475-\$9368
Records Manager			\$8644
Dispatch Center Manager			\$7875-\$8269
Treasury Manager	NUE	73	\$6406-\$7749
Deputy City Clerk/HR & Benefits Spec	NUE	73	\$6406-\$7749
Capital Parks Project Manager	NUE	73	\$6406-\$7749
Accounting Manager	NUE	73	\$6406-\$7749
Recreation Director	NUE	72	\$6114-\$7266
Senior Accountant	NUE	71	\$5806-\$6902
Accountant	NUE	65	\$4896-\$6148
Senior Administrative Assistant	NUE	62	\$4247-\$5518
Recreation Coordinator	NUN	62	\$4247-\$5518

Section 3. Municipal Court

Court Administrator A	NUE	75	\$6958-\$8632
Deputy Court Clerk	NUN	61	\$4037-\$5232
Probation Clerk/Officer	NUE	61	\$3882-\$5031
Therapeutic Court Compliance Clerk			\$24.06/hr
Therapeutic Court Coordinator			\$23.80/hr

Section 4. AFSCME-S

Building Official/PW Project Manager	MUE	75	\$7062-\$8759
Public Works Manager	MUN	75	\$7062-\$8759
Senior Planner	MUE	70	\$5928-\$7761

Street/Parks Supervisor	MUN	65	\$5466-\$7211
Water Supervisor	MUN	65	\$5466-\$7211
WWC/Solid Waste Supervisor	MUN	65	\$5466-\$7211
Wastewater Treatment Supervisor	MUN	65	\$5466-\$7211
Office Operations Supervisor	MUN	65	\$5466-\$7211
Accountant	MUN	60	\$5254-\$6905
GIS Permit Technician	MUN	55	\$4725-\$6104
Administrative Secretary	MUN	50	\$4271-\$5530

Section 5. AFSCME-C

Building Inspector Certified	UUS	54	\$5546-\$6485	
Treatment Plant Operator III	UUS	52	\$5085-\$6181	
Treatment Plant Operator II	UUS	50	\$4657-\$5660	
Water/Waste Water Operator	UUS	50	\$4657-\$5660	
Equipment Operator	UUS	50	\$4657-\$5660	
Treatment Plant Operator I	UUS	36	\$4389-\$5331	
Utility Worker II	UUS	30	\$4186-\$5106	
Custodian	UUS	28	\$3888-\$4732	
Park Maintenance Worker	UUS	28	\$3888-\$4732	Vacant-N.F.
Finance Operations Supervisor	UCS	35	\$5205-\$6866	
Payroll/Accounting Specialist	UCS	30	\$4589-\$5575	Vacant-N.F.
Accounts Payable Specialist	UCS	30	\$4589-\$5575	
Administrative Clerk II	UCS	24	\$3925-\$4773	
Client Services Coordinator	UCS	24	\$3925-\$4773	
Clerk, Part Time	UCS	22	\$3381-\$4109	

Section 6. IBEW

Foreman	\$61.04/hour	
Crew Foreman	\$57.54/hour	
Lineman	\$53.78/hour	
Meter Technician	\$43.02-\$53.78/hour	
Meter Serviceman	\$43.02	Vacant-N.F.
Apprentice Lineman	\$40.34-\$51.09/hour	
Meter Reader	\$33.88-\$36.57/ hour, step at 1000 hours	Vacant-N.F.

Section 7. IAFF

Fire Officer 3 – Battalion Chief	\$8108
Fire Officer 3 – Probationary B.C.	\$7704
Fire Officer 2 - Captain	\$7687
Fire Officer 1 - Lieutenant	\$7287
Fire Officer 1 – Probationary Lt.	\$7105
Fire Fighter 2	\$6408
Fire Fighter 1	\$6054
Fire Fighter Probationary	\$5694
Fire Fighter Trainee	\$4576

Section 8. Police Guild

Sergeant	\$7572-\$7951
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Police Officer

\$5035-\$6729

Section 9. Teamsters

Communications Supervisor	TUSC	27	\$4321-\$5258
Lead Dispatcher	TUSC	26	\$4215-\$5127
Dispatcher	TUSC	24	\$4016-\$4884

Section 10. Contract/Part-Time/Volunteer

Legal: City Attorney	Contract
General Government: Civil Service Secretary - Chief Examiner	\$2635 annual Vacant-N.F.
General Government: Web Content/Information Specialist	\$25.00-\$30.00/hour
General Government: Code Enforcement Officer	\$27.00/hour
Municipal Court: Court Security Officer	\$27.00/hour
Fire: Volunteers – Training and Emergency Response	Variable (proportion of quarterly budgeted funds, based on points during the month)
Fire: Residents	Variable (amount for points earned during the month)
Fire: Volunteer Captain	\$10.00 per month paid quarterly
Fire: Volunteer Secretary/Treasurer	\$10.00 per month paid quarterly
Temporary Light Department Project Employee	\$62.00/hour
Police: Reserve Officer	\$26.00/hour
Police: Prisoner Transport/Court Security Officer	\$20.00/hour
Recreation: Class Leader	\$15.74-\$28.74/hour or percent of registration up to 70%, or up to 80% if the instructor provides the facility
Recreation: Youth Program Coordinator	\$18.66/hour
Recreation: Program Instructor	\$18.36/hour
Recreation: Bus Driver (CDL)	\$17.20-\$9.82/hour
Recreation: Site Supervisor	\$17.80/hour
Recreation: Pool Manager	\$17.20/hour
Specialized Recreation Supervisor	\$17.20/hour
Park Lead	\$18.66/hour
Recreation: Sports Official	\$15.74-\$19.82/hour
Recreation: Office Support Personnel	\$15.74-\$20.12/hour
General Government: Work Study/Part Time	\$15.74-\$20.12/hour
General Government: Intern	\$15.74-\$20.12/hour
Court: Temporary Employee	\$15.74-\$20.12/hour
Public Works: Seasonal Utility Worker	\$15.74-\$20.12/hour
Public Works: Intern	\$15.74-\$20.12/hour
Recreation: Program Staff	\$15.74-\$17.20/hour
Recreation: Leader	\$15.81/hour
Recreation: Lifeguard	\$15.74/hour
Recreation: Cashier	\$15.74/hour

Section 11. Overtime Rates - Collective Bargaining Agreements

For employees covered by collective bargaining agreements, overtime rates, call back rates, standby rates, and longevity shall be as is agreed upon in the applicable collective bargaining agreement.

Section 12. Overtime Rates Generally

For full-time officers and employees of the City of Cheney, except those covered by collective bargaining agreements, overtime shall be paid for all hours worked in excess of forty (40) hours per week; the rate applicable to overtime shall be one and one-half times the respective officer's or employee's regular rate, provided, however, that the following administrative and executive officers shall not be entitled to overtime pay: City Administrator, Finance Director, Public Works Director, Fire Chief, Police Chief, Light Department Director, Recreation Director, Deputy City Clerk/HR & Benefits Specialist, Treasury Manager, Accounting Manager, Senior Accountant, Probation Clerk/Officer, Court Administrator, Senior Planner, Building Official/PW Project Manager, Records Manager, Police Captain, Dispatch Center Manager, Senior Administrative Assistant, Capital Parks Project Manager and any mid-management position designated by the Mayor.

Section 13. Overload Pay & Additional Pay for State Fire Mobilizations

A City Employee working in a higher level position for more than two weeks or taking on additional duties of another position within the city shall receive reasonable compensation commensurate with the overload duties in addition to the regular salary for the incumbent's position. This shall be determined by negotiations between the Mayor or his/her designee and the employee or by contract language as applicable. Any agreement resulting in more than 5% overload pay must be approved by City Council unless provided for by union contract language.

Pay for Work Performed in Support of or Fighting State Wildland Fires: Occasionally, City staff serving in exempt positions may work as part of a Washington State Fire Service team involved in fighting fires or wildfires. The City will pay the exempt employees for work time outside of their normal work hours while at a fire at a rate of 1.5 times their normal pay rate. The City will subsequently be reimbursed from the Washington State Patrol for the amount of wages and benefits expended.

Section 14. Insurance

As part of the compensation of police officers, and in addition to the compensation specified herein, the City of Cheney shall provide a group policy of insurance covering and insuring the police officers, including extra and part-time officers, against false arrest and provide liability insurance when operating City vehicles and when operating private automobiles on authorized City business.

LEOFF II positions in the Fire Department receive monthly bonus pay to cover disability insurance. This is not to be considered part of the base salary.

Section 15. Deferred Compensation Plans

For full time employees and officers of the City of Cheney and in addition to the compensation specified herein, the City of Cheney permits participation in administratively authorized and approved deferred compensation plans. Department Heads and Court Administrator receive a deferred compensation

match at 4.5% of salary match 1 for 1. Deputy Court Clerk, Probation Clerk/Officer, Recreation Director, Recreation Coordinator, Records Manager, Police Captain, Dispatch Center Manager, Treasury Manager, Accounting Manager, Deputy City Clerk/HR & Benefits Specialist, Senior Accountant, Capital Parks Project Manager, and Senior Administrative Assistant at 3.5% match with up to a minimum floor of \$150; and members of AFSCME Local 270-S, Deferred Compensation at 2.75% of salary match 1 for 1. Police Guild at 3.5%, Dispatch and IAFF at \$75 per month, and AFSCME 270-C at \$165 per month. IBEW receives a 1 to 1 match at 3.75%.

Section 16. Vacation Adjustment and Non-Union Benefits

Department Heads shall be granted an additional five (5) professional days at the beginning of each year, on a use it or lose it basis without carryover or cash out. Additional Non-Union Benefits approved per Attachment A.

Section 17. Repeal

Ordinance No. Y-28 is hereby repealed.

Section 18.

This Ordinance Y-37 shall be in full force and effect five days after passage, approval and publication.

Introduced this 13th day of December, 2022.

Passed by the City Council this 13th day of December.

Signed by the Mayor this 13th day of December.

DocuSigned by:
Chris Grover
0B2BE92C6A9E4DE...
Chris Grover, Mayor

Attest:

DocuSigned by:
Cindy Niemeier
A8FD5254CE0149A...

Cynthia L. Niemeier, City Clerk

Approved as to Form:

DocuSigned by:
Michael Kapoun
7043CF6CF4CA4FD...
City Attorney

Range

Non-Union (NUE)

Classification	1	2	3	4	5	6	7	8
102	\$10,700	\$10,951	\$11,204	\$11,464	\$11,717	\$11,972	\$12,223	\$12,479
98	\$8,906	\$9,173	\$9,444	\$9,714	\$9,985	\$10,253	\$10,523	\$10,794
95	\$8,647	\$8,907	\$9,168	\$9,433	\$9,694	\$9,954	\$10,217	\$10,480
90	\$7,883	\$8,183	\$8,481	\$8,780	\$9,078	\$9,383	\$9,688	\$9,979
85	\$7,798	\$7,954	\$8,336	\$8,601	\$8,871	\$9,136	\$9,406	\$9,675
75	\$6,958	\$7,198	\$7,437	\$7,671	\$7,912	\$8,153	\$8,392	\$8,632
73	\$6,406	\$6,562	\$6,748	\$6,938	\$7,131	\$7,331	\$7,537	\$7,749
72	\$6,114	\$6,263	\$6,424	\$6,583	\$6,746	\$6,918	\$7,092	\$7,266
71	\$5,806	\$5,950	\$6,102	\$6,254	\$6,408	\$6,574	\$6,737	\$6,902
65	\$4,896	\$5,015	\$5,208	\$5,406	\$5,622	\$5,843	\$5,912	\$6,148
64	\$4,663	\$4,775	\$4,962	\$5,148	\$5,355	\$5,565	\$5,632	\$5,854
63	\$4,353	\$4,542	\$4,726	\$4,913	\$5,098	\$5,284	\$5,472	\$5,657
62	\$4,247	\$4,431	\$4,610	\$4,793	\$4,974	\$5,155	\$5,341	\$5,518
61	\$4,037	\$4,134	\$4,297	\$4,478	\$4,653	\$4,833	\$5,032	\$5,232
Police Captain	\$8,475	\$8,920	\$9,368					
Interim Police Chief	\$7,800	\$10,794						
Dispatch Center Manager	\$7,875	\$8,269						
Records Manager	\$8,644							

Non-Union (NUN)

Classification	1	2	3	4	5	6	7	8
65	\$5,169	\$5,388	\$5,610	\$5,824	\$6,044	\$6,301	\$6,544	\$6,821
63	\$4,709	\$4,821	\$5,011	\$5,199	\$5,409	\$5,620	\$5,687	\$5,912
62	\$4,247	\$4,431	\$4,610	\$4,793	\$4,974	\$5,155	\$5,341	\$5,518
61	\$4,037	\$4,134	\$4,297	\$4,478	\$4,653	\$4,833	\$5,032	\$5,232
55	\$3,573	\$3,754	\$3,941	\$4,140	\$4,343	\$4,561	\$4,789	\$5,028

AFSCME-S (MUN & MUE)

Classification	1	2	3	4	5	6	7	8
75	\$7,062	\$7,306	\$7,548	\$7,786	\$8,032	\$8,274	\$8,516	\$8,759
74	\$6,415	\$6,621	\$6,899	\$7,172	\$7,464	\$7,758	\$8,056	\$8,403
70	\$5,928	\$6,118	\$6,375	\$6,625	\$6,894	\$7,168	\$7,443	\$7,761
65	\$5,466	\$5,715	\$5,965	\$6,215	\$6,462	\$6,713	\$6,962	\$7,211
60	\$5,254	\$5,466	\$5,698	\$5,906	\$6,158	\$6,390	\$6,649	\$6,905
56	\$5,106	\$5,312	\$5,537	\$5,741	\$5,984	\$6,210	\$6,460	\$6,711
55	\$4,725	\$4,839	\$5,025	\$5,214	\$5,424	\$5,637	\$5,874	\$6,104
50	\$4,271	\$4,369	\$4,545	\$4,737	\$4,920	\$5,111	\$5,321	\$5,530

AFSCME-C (UUS)

Classification	1	2	3	4	5
54	\$5,546	\$5,782	\$5,999	\$6,242	\$6,485
52	\$5,085	\$5,343	\$5,604	\$5,887	\$6,181
51	\$5,072	\$5,328	\$5,594	\$5,873	\$5,941
50	\$4,657	\$4,884	\$5,134	\$5,391	\$5,660
36	\$4,389	\$4,604	\$4,833	\$5,078	\$5,331
30	\$4,186	\$4,395	\$4,611	\$4,845	\$5,106
28	\$3,888	\$4,082	\$4,285	\$4,501	\$4,732

AFSCME-C (UCS)

Classification	1	2	3	4	5
35	\$5,205	\$5,620	\$6,035	\$6,450	\$6,866
30	\$4,589	\$4,820	\$5,066	\$5,313	\$5,575
28	\$4,371	\$4,590	\$4,750	\$5,063	\$5,311
26	\$4,163	\$4,372	\$4,591	\$4,820	\$5,058
24	\$3,925	\$4,121	\$4,330	\$4,546	\$4,773
22	\$3,381	\$3,551	\$3,725	\$3,914	\$4,109

IBEW

Classification	Hourly Rate
Foreman	\$61.04
Crew Foreman	\$57.54
Lineman	\$53.78
Meter Serviceman	\$43.02

Classification	1	2	3	4	5
Meter Tech	\$43.02	\$45.71	\$48.40	\$51.09	\$53.78
Apprentice Lineman	\$40.34	\$43.02	\$45.71	\$48.40	\$51.09
Meter Reader	\$33.88	\$36.57			

IAFF

Classification	Monthly Wage
Fire Officer 3 - Battalion Chief	\$8,108
Fire Officer 3 - Probationary B.C.	\$7,704
Fire Officer 2 - Captain	\$7,687
Fire Officer 1 (+LTD)	\$7,287
Fire Officer 1 (+LTD) Probationary	\$7,105
Fire Fighter 2 (+LTD)	\$6,408
Fire Fighter 1 (+LTD)	\$6,054
Fire Fighter Probationary	\$5,694
Fire Fighter Trainee	\$4,576

Police Guild

Classification	1	2	3	4	5	6
Sergeant	\$7,572	\$7,951				
Police Officer	\$5,035	\$5,534	\$5,810	\$6,101	\$6,407	\$6,729

Teamsters (TUSC)

Classification	1	2	3	4	5
27	\$4,321	\$4,539	\$4,772	\$5,002	\$5,258
26	\$4,215	\$4,428	\$4,654	\$4,884	\$5,127
24	\$4,016	\$4,215	\$4,428	\$4,654	\$4,884

Contract/Part-Time/Volunteer

Classification				
Legal: City Attorney	Contract			
General Government: Civil Service Secretary - Chief Examiner	\$2635 annual			
Web Content/Information Specialist	\$25.00-\$30.00/hour			
General Government: Code Enforcement Officer	\$27.00/hour			
Municipal Court: Court Security Officer	\$27.00/hour			
Fire Volunteers: Training and Emergency Response	Variable (proportion of quarterly budgeted funds, based on points during the month)			
Fire: Residents	Variable (amount points earned during the month)			
Fire: Volunteer Captain	\$10 per month paid quarterly			
Fire: Volunteer Secretary/Treasurer	\$10 per month paid quarterly			
Temporary Light Department Project Employee	\$62/hour			
Police: Seasonal Equipment Installer	\$30/hour			
Police: Reserve Officer	\$26/hour			
Police: Prisoner Transport/Court Security Officer	\$20/hour			
General Government: Work Study/Part Time	\$15.74-\$20.12/hour			
General Government: Intern	\$15.74-\$20.12/hour			
Court: Temporary Employee	\$15.74-\$20.12/hour			
Public Works: Seasonal Utility Worker	\$15.74-\$20.12/hour			
Public Works: Intern	\$15.74-\$20.12/hour			
Recreation: Office Support Personnel	\$15.74-\$20.12/hour			
Recreation: Class Leader	\$15.74-\$28.74/hour or percent of registration up to 70%, or up to 80% if the instructor provides the facility			
	1	2	3	
Recreation: Youth Program Coordinator	\$18.66			
Recreation: Program Instructor	\$18.36			
Recreation: Bus Driver (CDL)	\$17.20	\$19.82		
Recreation: Site Supervisor	\$17.80			
Recreation: Pool Manager	\$17.20			
Specialized Recreation Supervisor	\$17.20			
Park Lead	\$18.66			
Recreation: Sports Official	\$15.74	\$19.82		
Park Maintenance Worker	\$15.74			
Recreation: Program Staff	\$15.74	\$16.33	\$17.20	
Recreation Leader	\$15.81			
Recreation: Lifeguard	\$15.74			
Recreation: Cashier	\$15.74			
Municipal Court: Therapeutic Court Compliance Clerk	\$24.06			
Municipal Court: Therapeutic Court Coordinator	\$23.80			

Legend

NUE - Non Union Exempt Scale

NUN - Non Union Non Exempt Scale

MUN - Management Union Non Exempt Scale

MUE - Management Union Exempt Scale

UCS - Union Clerical Scale

UUS - Union Utility Scale

IAFF - International Association of Fire Fighters Scale

IBEW - International Brotherhood of Electrical Workers Scale

TUSC - Teamsters Union Scale

ATTACHMENT A – 2023 SALARY ORDINANCE Y-37. 2023 BENEFITS FOR THE NON-UNION EMPLOYEES OF THE CITY OF CHENEY – All other by contracts. This copy for clarification regarding department heads and city administrator as approved with the salary ordinance, with the exception of the last line which includes union employees.

Medical Providers: The Association of Washington Cities provides choices of Asuris HealthFirst 250 and Kaiser Permanente \$200 Deductible. Employees are cost sharing the cost of insurance. Non-Union will pay 15% of the total medical insurance premium. Non-represented employees will receive a City of Cheney VEBA contribution of \$130 per month to their individual accounts.

Dental Provider: Association of Washington Cities Dental Plan J with Orthodontia Rider III. Non-Union will pay 15% of the total dental premium.

Vision Provider: Vision Service Plan provided through the Association of Washington Cities for full family coverage. \$25 Deductible Plan.

Group Life Insurance: Provided through the Association of Washington Cities by Standard Insurance Company. \$50,000 term life paid by the City for all Non-Union Employees.

Employee Assistance Program: Provided through the Association of Washington Cities by ComPsych (5 visit plan).

Long Term Disability: Provided through the Association of Washington Cities by Standard Insurance Company.

Deferred Compensation: Department Heads, City Administrator, and Court Administrator receive a 4.5% of gross match dollar for dollar. Non-Union employees receive a 3.5% of gross match dollar for dollar, with up to a minimum of \$150.

Department Heads, Court Administrator, and City Administrator receive five additional professional days per year added on at the beginning of each year. These are non-cashable and non-carryover. They also receive one mental health day and three floating holidays.

All Non-Union Exempt Employees (other than department heads, court administrator, and city administrator) receive four floating holidays, one mental health day and one professional leave day. These are use them or lose them days and are non-cashable, non-carryover days.

Non-Union, Non-Exempt Employees receive four floating holidays. These are use it or lose it days and are non-cashable and non-carryover.

Department Heads and Court Administrator receive up to \$500 per year for professional memberships and/or conferences.

Non-Union, Department Heads, Court Administrator, and City Administrator, upon retirement, death or separation of the employee, can cash out sick leave up to 180 days at the following rate: 0 to 240 hours at 100% and the remainder at a 4 to 1 ratio.

Previous related work experience for Department Heads and City Administrator may be included for vacation and sick leave accruals and for placement on the salary scale.

Sick leave accumulated over 120 days can be converted to vacation days at the rate of one day vacation for four days sick leave for non-union employees.

Additional benefit costs are unemployment, L&I, PERS and LEOFF retirement, Medicare, and social security.

Non-Union, Department Heads, Court Administrator, and City Administrator wage rates will be increased by 4% in 2023.

Non-Union, Department Heads, Court Administrator, and City Administrator receive benefits paid for up to six months in the event of long-term disability or injury (per 1994 agreement), and any additional benefit granted per Union Contracts.

Records Manager, Dispatch Center Manager, Public Works Manager/Certified Building Official, Certified Building Inspector, and Wastewater Treatment Supervisor receive a \$50 monthly stipend in payroll for monthly Verizon premiums for mobile phone use until there is a switch to City provided mobile devices.

Certificate Of Completion

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Source Envelope:	
Document Pages: 10	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Niemeier
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	cniemeier@cityofcheney.org
	IP Address: 173.226.203.130

Record Tracking

Status: Original 12/15/2022 9:15:37 AM	Holder: Cindy Niemeier cniemeier@cityofcheney.org	Location: DocuSign
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Signer Events

Chris Grover
cgrover@cityofcheney.org
Mayor
City of Cheney
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0B2BE92C6A9E4DE...
Signature Adoption: Pre-selected Style
Using IP Address: 69.28.39.4

Timestamp

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Viewed: 12/19/2022 9:58:31 AM
Signed: 12/19/2022 9:58:38 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael Kapaun
mjk@witherspoonkelley.com
Security Level: Email, Account Authentication (None)

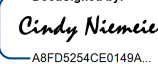
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Signed: 12/19/2022 9:59:41 AM

Electronic Record and Signature Disclosure:
Accepted: 7/27/2022 10:45:47 AM
ID: a7eab5bf-bcd9-4a08-840a-3fdb13accfb

Cindy Niemeier
cniemeier@cityofcheney.org
Finance Director
City of Cheney
Security Level: Email, Account Authentication (None)

DocuSigned by:

A8FD5254CE0149A...
Signature Adoption: Pre-selected Style
Using IP Address: 173.226.203.130

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Mark Schuller mschuller@cityofcheney.org City Administrator City of Cheney, WA Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/19/2022 10:40:11 AM
Keri MacDonald kmacdonald@cityofcheney.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/19/2022 10:40:12 AM
Marnie Ashford mashford@cityofcheney.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/19/2022 10:40:14 AM Viewed: 12/19/2022 10:40:52 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Completed	Security Checked	12/19/2022 10:40:14 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Cheney (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Cheney:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cniemeier@cityofcheney.org

To advise City of Cheney of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cniemeier@cityofcheney.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Cheney

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cniemeier@cityofcheney.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Cheney

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cniemeier@cityofcheney.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Cheney as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Cheney during the course of your relationship with City of Cheney.